



Insurance Policy Schedule

Name of Insured

Lorega Policy ref.

Date of Issue

Start Date

End Date

Premium GBP

IPT GBP

Insured Address

Post code

Broker

Telephone

1. Introduction

Lorega Cyber Recovery provides and pays for the services of a **Cyber Emergency Response Team (CERT)**, together with payment of certain fines, penalties, awards, damages and the cost of credit monitoring, to help **Your** business recover from a covered **Data Breach** which has been discovered during the **Period of Insurance**, subject to the conditions and exclusions of this insurance and the payment of the premium. The services provided are set out in clause 3 below. Lorega Cyber Recovery shall only apply in respect of the first **Data Breach** which has been discovered during the **Period of Insurance**.

2. Definitions

The following words shall have the same meaning wherever they appear in this Policy.

Cyber Emergency Response Team (CERT) means Cyber Safeguard Limited and any other legal, forensic, public relations or other security experts appointed by the **Scheme Administrator** to provide **You** with data security services.

Claim means a written demand by a **Data Subject** for compensation, injunctive or any other relief as a direct and sole consequence of a **Data Breach** covered under this Policy.

Data Breach means the loss or transmission of **Personal Information** which is, or could reasonably be, in the possession of a Third Party by reason of:

- i) a breach or violation of **Your**, or a **Service Provider's**, security measures, systems, procedures, controls, or published privacy policy; or
- ii) the interception, misdistribution, or misuse of email or **Email Systems**; or
- iii) a failure to comply with **Data Security Law**.

Data Security Law means the applicable laws and regulations of the United Kingdom or the European Union (where binding within the United Kingdom), relating to the theft, loss, misuse, intrusion, protection or unauthorised distribution of **Personal Information**, including but not limited to the Data Protection Act 1998 and the EU Data Protection Regulation 2012.

Data Subject means a natural person whose **Personal Information** is the subject matter of a **Data Breach**.

Email Systems means **Your** or a **Service Provider's** computer systems, servers, data storage or transmission devices used to store or transmit **Your Emails**.

Insurance Broker means the company, firm or person that acts as **your** agent for the purposes of the purchase of this Policy.

Nuclear Risks means

- a. any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;
- b. 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;
- c. all operations carried out on any site or premises on which anything in a. or b. above is located

Period of Insurance means the period set out above.

Personal Information means data, for which **You** are legally responsible, containing a natural person's non-public individually identifiable information including but not limited to such information protected by the Data Protection Act 1998 or any similar or successor legislation.

Notwithstanding the above, **Personal Information** does not mean any information which is publicly available or has been previously made publicly available by the **Data Subject**.

Regulator means a statutory body with powers to enforce **Your** statutory obligations to protect **Personal Information**, including but not limited to the Information Commissioner's Office, Financial Conduct Authority, and Solicitors Regulation Authority.

Regulatory Investigation means any official investigation by a **Regulator** arising directly and solely from a **Data Breach** covered under this Policy. **Regulatory Investigation** does not include reviews under S166 of the Financial Services and Markets Act 2000.

Scheme Administrator or Lorega means Lorega Limited, 36 Leadenhall Street, London EC3A 1AT. Lorega is authorised and regulated by the Financial Conduct Authority, registration number 308694.

Service Provider means any person or entity which is formally contracted to store, process or control **Personal Information** on **Your** behalf.

Third Party means a natural person or entity that does not or has never had the legal right to access or control **Personal Information**.

We (Our/Us) means Hiscox Underwriting Limited on behalf of Hiscox Insurance Company Limited (HICL). Hiscox Underwriting Limited is authorised and regulated by the Financial Conduct Authority and Hiscox Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

You (Your) means the company or person(s) named as the Insured above, including in the case of a company, its directors, officers and employees.

Your Emails means email messages which **Your** directors, officers or employees are either the intended and legitimate recipient of or have sent in their capacity as **Your** director, officer or employee.

War means **war**, invasion, act of foreign enemies, hostilities (whether **War** be declared or not), civil **War**, rebellion, revolution, insurrection, military or usurped power.

3. The Cover

The following services are provided:

Crisis Response – Limit of Fees Indemnity £300 in the aggregate

The initial response provided by the CERT upon notification of a covered **Data Breach** which includes initial assessment of the risk and provision of advice on immediate actions to take.

Incident Management – Limit of Fees Indemnity £5,000 in the aggregate

Notification – expert advice provided by the CERT to ensure that **You** comply with notification requirements under **Data Security Law**;

Defence – legal, forensic investigation and expert IT advice provided by the CERT in connection with the defence of a **Claim** against **You** for liability arising directly and exclusively out of a covered **Data Breach**;

Public Relations – expert PR advice provided by the CERT together with assistance in issuing initial press releases where required following a covered **Data Breach**.

Investigation and Restoration – Limit of Fees Indemnity £25,000 in the aggregate

Investigation – legal, forensic investigation and expert IT advice provided by the CERT in connection with and as a result of a **Regulatory Investigation of You** arising directly and exclusively out of a covered **Data Breach**;

Restoration – assistance with the restoring of **Email Systems**, online services and other IT Software systems by the CERT to the state that they were in prior to a covered **Data Breach** which was caused by intrusion or breach by a **Third Party**, and resulted in damage to such Software systems.

Awards, Fines and Credit Monitoring – Limit of Indemnity £100,000 in the aggregate, costs inclusive

Awards and Damages – payment to **You** by **Us** for: damages and related costs Awarded against **You** following a **Claim** pursuant to a final judgment or other final adjudication or arbitration; compensation awarded against **You** by a **Regulator** following a **Regulatory Investigation**; awards of costs or settlements for which **You** are legally liable and are not otherwise insured.

Fines and Penalties – where insurable by law, payment to **You** by **Us** for any fine, financial penalty or punitive award which has been issued by a **Regulator** which **You** are liable to pay following a covered **Data Breach** as a direct result of **Your** failure to comply with **Data Security Law**;

Credit Monitoring – payment to **You** by **Us** for the cost **You** incur with the Equifax Credit Watch Service for the provision of credit alert services by Equifax to **Data Subjects** for a period of 12 months immediately following a covered **Data Breach**.

4. Pre- Conditions of liability to provide service and payment

It is a pre-condition of the Lorega Cyber Recovery Insurance Policy to provide the services and payments stated hereunder that:

- a) **You** shall have paid the premium stated above as at the date of the **Data Breach**
- b) **You** must ensure that password protection is enabled on all portable devices used, owned or controlled by **You** and can, when requested, evidence that appropriate regulatory security controls are adhered to;
- c) **You** must provide notice to **Lorega** of any **Data Breach** discovered during the **Period of Insurance** within 12 hours of its discovery. For the purposes of this condition:
 - i) discovery shall mean the knowledge of any of **Your** directors, officers or employees who have any managerial or supervisory functions or responsibility;
 - ii) notice must be provided to **Lorega** via the emergency telephone line set out below.
- d) **You** must provide written notice to **Lorega** of any **Claim** promptly after it is made against **You**. Such notice is to be provided within the **Period of Insurance**, or at the latest within 14 days after this Policy expires for any **Claim** made against **You** in the seven days before expiry. **You** shall not admit any liability for or settle any **Claim** without Our prior written consent.

5. Conditions of the scheme

The cover under this Lorega Cyber Recovery Insurance Policy does not apply to any:

- a) **Data Breach** incurred outside of the United Kingdom, the Isle of Man or the Channel Islands.
- b) **Data Breach** arising from **War** or Nuclear Risks.
- c) **Data Breach** occurring as a direct or indirect consequence of, or in connection with, or in any way relating to any:
 - i) fraudulent act, including error or omission of any of **Your** directors or officers; or
 - ii) any act, error or omission committed by any of **Your** directors or officers with the intention of making a personal profit, financial gain or other advantage for which they are not legally entitled.
- d) **Data Breach** occurring as a direct or indirect consequence of, or in connection with, or in any way relating to any deliberate, wilful or reckless acts, including errors or omissions, procedures or policies.

We retain the absolute right, without having to give reasons, to decline to accept a first premium or renewal, but will return any such premium **We** do not accept.

We have the right, but not the duty, to take over at any time and conduct in **Your** name the defence and settlement of any **Claim** made against **You**.

6. Subrogation

Notwithstanding that **You** may, before a **Data Breach**, have waived in writing all rights of recovery against any person, **We** may require an assignment of rights of recovery to the extent that payment is made by **Us**.

If an assignment is sought, **You** must sign and deliver all related papers and co-operate with **Us**.

7. Cancellation

You have the right to cancel this Lorega Cyber Recovery Insurance Policy during a period of 14 days after the later of the day of purchase or the day on which **You** receive **Your** policy documentation. If **You** exercise this right before the cover commences **You** will be entitled to a full refund of premium. If **You** exercise this right after cover commences, **You** will be entitled to a refund, less the amount charged (on a pro-rata basis) for the period **You** were covered. To exercise this right **You** must contact **Your Insurance Broker** at the address on the documentation provided to **You**. If **You** do not exercise **Your** right to cancel then **Your** Cyber Recovery Insurance Policy will continue until the expiry date shown above and **You** will be required to pay the premium as stated, and no refund will be made in the event of cancellation.

8. Complaints

Should **You** have a complaint regarding this Lorega Cyber Recovery Insurance Policy, please contact Lorega in writing at: 36 Leadenhall Street, London EC3A 1AT or by telephone on: 0207 767 3070.

In the event that **You** remain dissatisfied and wish to make a complaint, **You** can do so at any time by referring the matter to: Hiscox Customer Relations, Hiscox, 3rd Floor Mallard House, Kings Pool, 3 Peasholme Green, York YO1 7PX or by telephone on +44 (0)800 116 4627 or +44 (0)1904 681 198 or by email at customer.relations@hiscox.com.

Complaints which cannot be resolved may be referred to the Financial Ombudsman Service.

Further details will be provided at the appropriate stage of the complaints process. **Your** legal rights are not affected by these complaints procedures.

9. Financial Services Compensation Scheme

We are members of the FSCS. **You** may be entitled to compensation from the scheme if **We** cannot meet Our obligations. Further information can be obtained from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU, Tel: 0800 678 1100 or 020 7741 410.

10. Governing Law

Unless some other law is agreed in writing, this Cyber Recovery Insurance Policy will be governed by the laws of England.

11. Fraud

If **You**, or anyone on **Your** behalf, tries to deceive **Us** by deliberately giving **Us** false information or making a fraudulent claim under this Cyber Recovery Insurance Policy, then **We** will treat this Cyber Recovery Insurance Policy as if it had never existed.

12. Claims

In respect of any claim referred by **You** directly to the **Scheme Administrator** the **Scheme Administrator** acts as agent for **Us** and not **You**.

**IN THE EVENT OF A CLAIM, PLEASE CALL
LOREGA CYBER RECOVERY EMERGENCY
LINE: 020 7767 3075**

13. Our promise

In return for the premium **You** have paid, **We** agree to insure **You** in accordance with the terms and conditions of this Lorega Cyber Recovery Insurance Policy.