

Cyber Policy



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How we use your information

Who controls your personal information

This notice tells you how Zurich Insurance plc ('Zurich'), as data controller, will deal with your personal information. Where Zurich introduces you to a company outside the group, that company will tell you how your personal information will be used.

You can ask for further information about our use of your personal information or complain about its use in the first instance, by contacting our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

If you have any concerns regarding our processing of your personal information, or are not satisfied with our handling of any request by you in relation to your rights, you also have the right to make a complaint to the Information Commissioner's Office. Their address is: First Contact Team, Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, SK9 5AF.

What personal information we collect about you

We will collect and process the personal information that you give us by phone, e-mail, filling in forms, including on our website, and when you report a problem with our website. We also collect personal information from your appointed agent such as your trustee, broker, intermediary or financial adviser in order to provide you with the services you have requested and from other sources, such as credit reference agencies and other insurance companies, for verification purposes. We will also collect information you have volunteered to be in the public domain and other industry-wide sources.

We will only collect personal information that we require to fulfil our contractual or legal requirements unless you consent to provide additional information. The type of personal information we will collect includes; basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

If you give us personal information on other individuals, this will be used to provide you with a quotation and/or contract of insurance and/or provision of financial services. You agree you have their permission to do so. Except where you are managing the contract on another's behalf, please ensure that the individual knows how their personal information will be used by Zurich. More information about this can be found in the 'How we use your personal information' section.

How we use your personal information

We and our selected third parties will only collect and use your personal information (i) where the processing is necessary in connection with providing you with a quotation and/or contract of insurance and/or provision of financial services that you have requested; (ii) to meet our legal or regulatory obligations; or (iii) for our "legitimate interests". It is in our legitimate interests to collect your personal information as it provides us with the information that we need to provide our services to you more effectively including providing you with information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest. Examples of the purposes for which we will collect and use your personal information are:

1. to provide you with a quotation and/or contract of insurance;
2. to identify you when you contact us;
3. to deal with administration and assess claims;
4. to make and receive payments;
5. to obtain feedback on the service we provide to you;
6. to administer our site and for internal operations including troubleshooting, data analysis, testing, research, statistical and survey purposes;
7. for fraud prevention and detection purposes.

We will contact you to obtain consent prior to processing your personal information for any other purpose, including for the purposes of targeted marketing unless we already have consent to do so.

Who we share your personal information with

Where necessary, we will share the personal information you gave us for the purposes of providing you with the goods and services you requested with the types of organisations described below:

- associated companies including reinsurers, suppliers and service providers;
- introducers and professional advisers;
- regulatory and legal bodies;
- survey and research organisations;
- credit reference agencies;
- healthcare professionals, social and welfare organisations; and
- other insurance companies

Or, in order to meet our legal or regulatory requirements, with the types of organisations described below:

- regulatory and legal bodies;
- central government or local councils;
- law enforcement bodies, including investigators;
- credit reference agencies; and
- other insurance companies

How we use your personal information for websites and email communications

When you visit one of our websites we may collect information from you such as your email address or IP address. This helps us to track unique visits and monitor patterns of customer website traffic, such as who visits and why they visit.

We use cookies and/or pixel tags on some pages of our website. A cookie is a small text file sent to your computer. A pixel tag is an invisible tag placed on certain pages of our website but not on your computer. Pixel tags usually work together with cookies to assist us to provide you with a more tailored service. This allows us to monitor and improve our email communications and website. Useful information about cookies, including how to remove them, can be found on our websites.

How we transfer your personal information to other countries

Where we transfer your personal information to countries that are outside of the UK and the European Union (EU) we will ensure that it is protected and that the transfer is lawful. We will do this by ensuring that the personal information is given adequate safeguards by using 'standard contractual clauses' which have been adopted or approved by the UK and the EU, or other solutions that are in line with the requirements of European data protection laws.

A copy of our security measures for personal information transfers can be obtained from our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN, or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

How long we keep your personal information for

We will retain and process your personal information for as long as necessary to meet the purposes for which it was originally collected. These periods of time are subject to legal, tax and regulatory requirements or to enable us to manage our business.

Your data protection rights

You have a number of rights under the data protection laws, namely:

- to access your data (by way of a subject access request);
- to have your data rectified if it is inaccurate or incomplete;
- in certain circumstances, to have your data deleted or removed;
- in certain circumstances, to restrict the processing of your data;
- a right of data portability, namely to obtain and reuse your data for your own purposes across different services;
- to object to direct marketing;
- not to be subject to automated decision making (including profiling), where it produces a legal effect or a similarly significant effect on you;
- to claim compensation for damages caused by a breach of the data protection legislation.
- if we are processing your personal information with your consent, you have the right to withdraw your consent at any time.

We will, for the purposes of providing you with a contract of insurance, processing claims, reinsurance and targeted marketing, process your personal information by means of automated decision making and profiling where we have a legitimate interest or you have consented to this.

What happens if you fail to provide your personal information to us

If you do not provide us with your personal information, we will not be able to provide you with a contract or assess future claims for the service you have requested.

Fraud prevention and detection

In order to prevent and detect fraud we may at any time:

- check your personal data against counter fraud systems
- use your information to search against various publicly available and third party resources
- use industry fraud tools including undertaking credit searches and to review your claims history
- share information about you with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies.

You may face fines or criminal prosecution. In addition, Zurich may register your name on the Insurance Fraud Register, an industry-wide fraud database.

Claims history

We may pass information relating to claims or potential claims to any relevant database.

We and other insurers may search these databases when you apply for insurance, when claims or potential claims are notified to us or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.

Our complaints procedure

Our commitment to customer service

We are committed to providing a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you.

Who to contact in the first instance

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich or your broker or insurance intermediary, as they will generally be able to provide you with a prompt response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

Many complaints can be resolved within a few days of receipt

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

Next steps if you are still unhappy

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website www.financial-ombudsman.org.uk.

You can also contact them as follows:

Post: Financial Ombudsman Service,
Exchange Tower, London, E14 9SR

Telephone: 08000 234567
(free on mobile phones and landlines)

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

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.

Your Cyber policy

This policy is a contract between **you** and **us**.

This policy, the statement of facts, any schedule, endorsements and certificate should be read as if they are one document.

We will insure **you** under those sections stated in the schedule as insured during any period of insurance for which we have accepted **your** premium. **Our** liability will in no case exceed the amount of any limit of indemnity stated in this policy, the schedule or any endorsement to this policy.

Any reference to the singular will include the plural and vice versa.

Any reference to any statute or statutory instrument will include any amendments thereto or re-enactment thereof.

Any heading in this policy is for ease of reference only and does not affect its interpretation.

Law applicable to this contract

In the UK the law allows both **you** and **us** to choose the law applicable to the contract. This contract will be subject to the relevant law of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands depending upon **your** address as stated in **your** policy documentation. If there is any dispute as to which law applies it will be English law.

The parties agree to submit to the exclusive jurisdiction of the English courts.

This is a legal document and should be kept in a safe place.

Please read this policy, statement of facts, schedule, endorsements and certificate carefully and if they do not meet **your** needs contact **us** or **your** broker or insurance intermediary.

Definitions

Certain words in this policy have special meanings. These words and their meanings are detailed in this section and apply wherever **we** have printed them in bold throughout.

Act of fraud or dishonesty

Any single, continuous or repeated act of fraud or dishonesty.

Aggregate limit of indemnity

The Aggregate Limit of Indemnity stated in the schedule which is the most **we** will pay in the aggregate in respect of all **claims** and/or losses including **defence costs** made in any one period of insurance.

Assets

Money, property or securities belonging to **you** or under **your** custody and control and for which **you** are legally liable.

Business income loss

- a) Net profit before income and corporation taxes that **you** are prevented from earning during the **period of restoration** solely in consequence of an **interruption of service**; and
- b) normal operating expenses incurred by **you** but only such operating expenses that must continue but are wasted solely in consequence of an **interruption of service** during the **period of restoration** and would have been incurred if there had been no **interruption of service**.

Provided that **business income loss** will be calculated net of any savings **you** make or service credits **you** receive as a result of the **interruption of service** and do not include:

- i) contractual penalties
- ii) costs or expenses incurred to correct any deficiencies or problems with any **computer system** or to update, restore, replace or improve a **computer system** to a level beyond that which existed immediately before the **interruption of service**
- iii) costs or expenses incurred to identify or remediate software program errors or vulnerabilities
- iv) legal costs or expenses
- v) loss arising out of any liability to a **third party**
- vi) any consequential loss or damage
- vii) **increased cost of working**.

Card association

An issuer of credit cards, debit cards, stored value cards or prefunded cards.

Change of control

Where any person, entity or group:

- a) acquires more than 50% of **your** share capital; or
- b) acquires the majority of the voting rights in **you**; or
- c) assumes the right to appoint or remove the majority of **your** board of directors or equivalent positions; or
- d) assumes control in accordance with written agreement with other shareholders over the majority of the voting rights in **you**; or
- e) merges with **you** such that **you** are not the surviving entity; or
- f) if a trustee in bankruptcy, receiver, liquidator or administrator or similar official or person is appointed to **you**.

Circumstance

Incident, occurrence, fact, matter, act or omission that may give rise to a **claim, security event, privacy event, system failure, cyber extortion threat, regulatory proceeding or loss**.

Civil fines and penalties

Civil, administrative or regulatory money penalties directly assessed against **you** for a violation of any law, regulation or statute not including punitive, exemplary or multiple damages but only where:

- a) such violations are not knowing, wilful or criminal; and
- b) such penalties are insurable under the internal laws of the jurisdiction in which such penalties were assessed or levied.

Claim

- a) Written demand for or an assertion of a right to compensation or monetary damages or an intimation of an intention to seek such compensation or damages; or
- b) a civil proceeding, suit or counterclaim for compensation, monetary damages or non-monetary relief commenced by the service of a claim form or similar pleading.

Computer hardware

Physical parts or components of **your** computers, laptops, mobile phones and servers but only where such servers are situated in **your** office.

Computer hardware damage costs

Reasonable costs and expenses necessarily incurred by you to repair or replace **computer hardware** due to their corruption or destruction following a **security event**.

Provided that **computer hardware damage** costs do not include:

- a) any costs and expenses incurred to update, replace, or otherwise improve **computer hardware** to a level beyond that which existed prior to the **unauthorised access**
- b) any costs and expenses incurred to update, replace, upgrade, restore, maintain or in any way improve any **computer system**
- c) the economic or market value of **computer hardware**
- d) any consequential loss or damage
- e) any costs or expenses incurred without our prior written consent.

Computer system

Computer hardware and **software** and the **electronic data** stored thereon including associated input and output devices, data storage devices, networking equipment, components, firmware and electronic backup facilities including systems available through the internet, intranets, extranets or virtual private networks.

Customer

An entity or individual to whom the **insured** sells goods or provides services under a written contract.

Cyber extortion threat

An illegal demand from a **third party** including any demand for payment to prevent them from:

- a) launching or maintaining a **denial of service attack** against you; or
- b) introducing or maintaining **malware** into your network; or
- c) revealing **personal information** following any **unauthorised access**; or
- d) denying you access to your **computer systems**.

Cyberterrorism

An act of **terrorism** involving a **security event** or a **privacy event** or loss or damage to your **digital assets**.

Defence costs

Reasonable charges, costs, expenses and fees necessarily incurred with our written consent in the investigation, defence or settlement of any **claim** or investigation into any **circumstance** which may be the subject of indemnity under this policy excluding those incurred as a result of **regulatory proceedings**.

Denial of service attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of service attacks include but are not limited to the:

- a) generation of excess traffic into network addresses
- b) exploitation of system or network weaknesses
- c) generation of excess or non-genuine traffic between and amongst networks.

Digital assets

Electronic data, software, audio files and image files stored on your **computer system**.

Provided that **digital assets** do not include accounts, bills, evidences of debt, money, valuable papers, records, abstracts, deeds manuscripts or other documents unless they have been converted to **electronic data** and then only in that form.

Digital asset replacement expenses

Reasonable costs and expenses necessarily incurred by you to restore or reconstitute **digital assets** from written records or partially or fully matching **electronic data** due to their corruption or destruction from a **security event** including but not limited to any disaster recovery or forensic investigation efforts.

Provided that **digital asset replacement expenses** do not include:

- a) any costs and expenses incurred to update, replace, or otherwise improve **digital assets** to a level beyond that which existed prior to the **security event**
- b) any costs and expenses incurred to identify or remediate software program errors or vulnerabilities or costs to update, replace, upgrade, restore, maintain or in any way improve any **computer system**
- c) any costs and expenses incurred to research and develop **digital assets** including trade secrets
- d) the economic or market value of **digital assets** including trade secrets
- e) any consequential loss or damage
- f) any costs or expenses incurred without our prior written consent.

Discovered or Discovery

The moment at which you or any business partner, director, **member** or principal, departmental head or other senior manager or the equivalent thereof becomes aware of any fact that gives reasonable grounds to believe that the insured **loss** under this section has been or may be incurred even though the exact amount or details of the **loss** may not then be known.

Electromagnetic field

Any field of force that is made up of associated electric and magnetic components.

Electromagnetic radiation

Any succession of electromagnetic waves.

Electromagnetism

Magnetism that is developed by a current of electricity.

Electronic data

Information stored or transmitted in digital format.

Electronic publishing

Reproduction, publication, dissemination, transmission or release of information including **electronic data**, image files, audio files or text on any publicly accessible internet website used by **you** for the purposes of **your** business the content of which is under **your** control, provided that such information must have been developed by or for **you** or acquired by **you** for **your** use.

Electronic publishing wrongful act

Any actual or alleged:

- a) libel, slander, trade libel or disparagement arising from the **electronic publishing** of material that defames a person or organisation or disparages a person's or organisation's goods, products or services
- b) plagiarism, false light or false advertising arising from the **insured's electronic publishing** activities
- c) violation of the right of privacy or seclusion or right of publicity of any person other than an **insured person** arising from the **electronic publishing** of material that publicly discloses private facts relating to such person or commercially appropriates such person's name or likeness
- d) infringement of a copyright, title, slogan, trademark, trade name, trade dress, mark, service mark or service name including but not limited to infringement of domain name, deep-linking or framing arising from the **insured's electronic publishing activities**
- e) unauthorised use of titles, formats, performances, style, characters, plots or other protected material arising from the **insured's electronic publishing** activities.

Provided that cover is not provided for any liability arising directly or indirectly from:

- i) the theft of computer or video game points, earnings awards or other intangible property
- ii) the uploading or downloading of digitised music, movies, software or video games by persons who allegedly or actually failed to obtain valid licenses with respect to such music, movies, software or video games
- iii) any licensing fees, damages, account of profits or royalties ordered, directed or agreed to be paid by the **insured** in accordance with a judgment, arbitration award, settlement agreement or similar order or agreement for the continued use of a person or entity's copyright, slogan, trademark, trade name, trade dress, service mark, service name or other protected intellectual property.

Employee

Any natural person under a contract of service or apprenticeship with you which will be deemed to include:

- a) any labour master or labour only subcontractor or persons supplied by any of them
- b) self-employed persons
- c) persons under work experience schemes
- d) any person hired or borrowed by **you** from another employer
- e) any officer or member of the organisations who constitute the business
- f) voluntary workers
- g) outworkers or home workers

whilst under **your** control and supervision and working for **you** in connection with the business.

Excess

The amount stated in this policy, the schedule or any endorsement in respect of each and every **claim** and/or loss for which **you** will be responsible provided that:

- a) only one excess will be payable in relation to all **interrelated security events** or **system failures** and in relation to all **interrelated wrongful acts**; and
- b) if more than one insuring clause is triggered by a **claim** and/or loss only a single excess will be payable namely the highest provided that if an excess is expressed as a period of time the comparison of any other applicable excess will be with the monetary value of the **claim** or loss attributable to that period.

Extortion expenses

Reasonable expenses necessarily incurred by **you** with **our** prior written consent arising directly from a **cyber extortion threat**.

Extortion payments

Any monies paid by **you** with **our** prior written consent to a **third party** who **you** reasonably believe to be responsible for a **cyber extortion threat** for the purpose of terminating such **cyber extortion threat**.

Forgery

The signing by hand of another natural person's name, or the endorsing or amending by hand without authority of any cheque, draft, promissory note or bill of exchange given by or received by **you** with the intent to deceive in consequence of which **you** have acted or transferred funds or goods.

Mechanically or electronically produced or reproduced signatures will be treated as hand written signatures.

Increased cost of working

Reasonable expenses necessarily incurred by you with our written consent during the **period of restoration** or **privacy breach loss period** to minimise, avoid or reduce any **business income loss** or **privacy breach income loss** and that:

- a) are over and above **your** normal operating and payroll expenses; and
- b) do not exceed the amount of loss that would otherwise be payable as **business income loss** or **privacy breach income loss**.

Provided that **increased cost of working** does not include:

- i) any costs or expenses to correct any deficiencies or problems with any **computer system** or to identify or remediate **software** errors or vulnerabilities
- ii) any costs or expenses to update, restore, replace or improve any **computer system** or **software** to a level beyond that which existed just before the **interruption of service**
- iii) any contractual penalties
- iv) loss arising out of any liability to a **third party**
- v) any consequential loss or damage
- vi) **digital asset replacement expenses, extortion expenses or extortion payments**.

Insured

- a) You
- b) an **insured person**.

Insured company

- a) You
- b) any past, present or future **subsidiary company**.

Insured person

- a) Any current or former business partner, director, **member** or principal or any person who becomes a business partner, director, **member** or principal during the period of insurance
- b) any current or former **employee** or any person who becomes an **employee** during the period of insurance
- c) the personal representative of any business partner, director, **member**, principal or **employee** in the event of their death, incapacity, insolvency or bankruptcy
- d) any retired business partner, retired director or retired member while acting as a consultant to the insured.

Interrelated security events or system failures

All security events or system failures based upon, arising from or in consequence of the same or related facts, **circumstances**, or events or series of related facts, **circumstances** or events.

Interrelated wrongful acts

All **wrongful acts** based upon, arising from or in consequence of the same or related facts, **circumstances**, or events or series of related facts, **circumstances** or events.

Interruption of service

Actual and measurable interruption, suspension, failure, degradation or delay in the performance of **your computer system** directly arising from a **system failure** or **security event**.

Limit of indemnity

The maximum amount after payment of any **excess** which **we** can be liable to pay under each insuring clause in this policy as stated in the schedule.

Loss

Direct financial loss of any **property, money** or **securities** sustained by **you** as a direct result of any **act of fraud** or **dishonesty**.

Malware

Any code or program specifically designed to:

- a) erase or corrupt **electronic data**
- b) damage or disrupt any network or **computer system**
- c) circumvent any security product or service.

Member

A member of **your** limited liability partnership as defined in the Limited Liability Partnerships Act 2000.

Money

Currency, coin, bank notes, bullion or funds.

Network security

The use of hardware, **software**, firmware and written security policies by the **insured** or on their behalf to protect against **unauthorised access** including the use of **your computer system** in a denial of service attack.

Nuclear installation

Any installation of a class or description as may be prescribed by regulations made by the Secretary of State by statutory instrument being an installation designed or adapted for the:

- a) production or use of atomic energy
- b) carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiation
- c) storage, processing or disposal of nuclear fuel or bulk quantities of other radioactive matter being matter which has been produced or irradiated in the production or use of nuclear fuel.

Nuclear reactor

Any plant including any machinery, equipment or appliance whether affixed to land or not, designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

PCI – DSS payments

Payments which the **insured** has a contractual liability to make following a **privacy event** to a **card association** or bank as a result of non-compliance by the **insured** with data security standards published by the payment card industry and which apply to the insured by virtue of the contract.

Period of restoration

A period of 90 days from the date and time that **your computer system** first suffers an **interruption of service** to the date and time such **computer system** is restored or could have been restored with reasonable speed to substantially the level of operation that existed prior to such **interruption of service**.

Provided that the **period of restoration** will commence only once the **restoration waiting period** has expired.

Personal information

Any information from which an individual may be uniquely and reliably identified including an individual's name, telephone number, national insurance number, social security number, medical or healthcare data or other protected health information, driver's licence number or passport number, bank account number, credit card number, debit card number, access code or password that would permit access to that individual's financial account or any other non-public personal information as defined in any **privacy regulation** applicable to the individual.

Provided that **personal information** does not include information lawfully available to the general public for any reason including information from national or local government records.

Pollution or contamination

Pollution or contamination of buildings or other structures or of water or land or the atmosphere.

Privacy breach costs

Reasonable charges, costs, expenses and fees necessarily incurred by **you** with **our** prior written consent within 24 months of **you** first having knowledge of a **privacy event** for the purposes of retaining an accountant, IT consultant, solicitor, lawyer, public relations consultant or other **third party** to:

- a) conduct a computer forensic analysis to investigate **your computer system** to determine the cause and extent of such **privacy event**
- b) determine indemnification obligations under any written contract with respect to a **wrongful act** by a **service provider** in connection with any **privacy event**
- c) determine the extent to which **you** are obliged to notify any regulatory authority following any **privacy event**
- d) effect compliance with any **privacy regulation** under the applicable **privacy regulation** most favourable to **your** affected individuals
- e) notify any individual or applicable regulatory agencies of the compromising of any **personal information** arising from the **privacy event**

- f) plan, implement, execute and manage a public relations campaign to counter or minimise any actual or anticipated adverse effects of negative publicity from a **privacy event** or to protect or restore **your** business reputation in response to negative publicity following such **privacy event**
- g) monitor any bank or other financial account of individuals affected by the loss of **personal information**
- h) provide call centre services if they are needed to handle enquiries from individuals affected by the loss of **personal information**.

Provided that **privacy breach costs** do not include:

- i) regular or overtime wages, salaries or fees of any business partner, director, **member** or **employee**
- ii) the cost to comply with any injunctive or other non-monetary relief
- iii) principal, interest or other monies paid or due as the result of any loan, lease or extension of credit, taxes, fines, sanctions or penalties.

Privacy breach business income loss

- a) Net profit before income and corporation taxes that **you** are prevented from earning during the **privacy breach loss period** solely in consequence of a **privacy event**
- b) normal operating expenses incurred by **you** but only such operating expenses that must continue but are wasted during the **privacy breach loss period** solely in consequence of the **privacy event** and which would have been incurred if there had been no **privacy event** but subject to the same provisos as are applied in this section to the definition of **business income loss**.

Provided that **privacy breach business income loss** will be calculated net of any savings **you** make or service credits **you** receive as a result of the **interruption of service** and do not include:

- i) contractual penalties
- ii) costs or expenses incurred to correct any deficiencies or problems with any **computer system** or to update, restore, replace or improve a **computer system** to a level beyond that which existed immediately before the **interruption of service**
- iii) costs or expenses incurred to identify or remediate software program errors or vulnerabilities
- iv) legal costs or expenses
- v) loss arising out of any liability to a **third party**
- vi) any consequential loss or damage
- vii) **increased cost of working**.

Privacy breach loss period

The period from the **insured** first having knowledge of a **privacy event** which is stated in the schedule.

Provided that if the schedule provides for a **privacy breach waiting period** the **privacy breach loss period** will commence only once it has expired.

Privacy breach waiting period

The waiting period, if any, from the **insured** first having knowledge of a privacy event which is stated in the schedule.

Privacy event

- a) An actual or alleged unauthorised disclosure or loss of:
 - i) **personal information** in the **insured's** care, custody or control or in the care, custody or control of an **insured's service provider**
 - ii) corporate information in the **insured's** care, custody or control or the care, custody or control of a **service provider** that is specifically identified as confidential and protected under a non-disclosure agreement or similar contract
- b) an actual or alleged violation of any **privacy regulation** by an **insured**.

Privacy regulation

Any legislation enacted to control the use of **personal information** within the **territorial limits**.

Privacy wrongful act

Any actual or alleged act, error, omission by an **insured**, someone for whom **you** are legally responsible or **your service provider** that results in a **privacy event**.

Property

Your tangible property other than **money** or **securities**.

Regulatory proceeding

- a) A formal investigation of an **insured** by an administrative or regulatory body or similar governmental body concerning a **privacy event**
- b) an administrative adjudicative proceeding against an **insured** by an administrative or regulatory agency or similar governmental body for a **wrongful act** including an appeal thereof commenced by the **insured's** receipt of any complaint, investigative demand, notice of prosecution, writ, summons or similar document.

Related entity

Any individual or entity or its **subcontractors** or assignees:

- a) which wholly or partially own, operate or manage **you**
- b) in which **you** have an ownership interest in excess of 20%
- c) which is controlled, operated or managed by **you**.

Restoration waiting period

A period of 8 hours from the date and time **your computer system** first suffers an **interruption of service**.

Security event

Any **unauthorised access** to, introduction of **malware** into or **denial of service attack** upon **your computer system** resulting in:

- a) an actual and measurable interruption, suspension, failure, degradation or delay in the performance of **your computer system**

- b) the alteration, corruption or destruction of corporate information in the care, custody or control of any **insured** that is specifically identified as confidential and protected under a non-disclosure agreement or similar contract.

Security wrongful act

Any actual or alleged act, error or omission by an **insured**, someone for whom **you** are legally responsible or a **service provider** which results in a breach of **your network security** resulting in:

- a) theft, alteration or destruction of **electronic data on your computer system**
- b) **unauthorised access**
- c) denial of an authorised user's access to **your computer system** unless such denial of access is caused by a mechanical or electrical failure outside **your** control
- d) participation by **your computer system** in a denial of service attack against a **third party's computer system**
- e) transmission of **malware** from **your computer system** to a **third party's computer system**.

Securities

Any bond, debenture, note, share, stock or other equity or security for debt, and will include any certificate of interest or participation in, receipt for, warrant or other right to subscribe to or to purchase, voting trust certificate relating to, or other interest in any of the foregoing items representing **money** or **property**.

Service provider

A business that **you** do not own, operate or control that **you** hire for a fee under a written contract to provide services to **you** for:

- a) maintaining, managing or controlling **computer systems**
- b) hosting or facilitating publicly accessible internet website used by **you** for the purposes of **your** business the content of which is under **your** control
- c) providing other information technology services to **you**.

Software

Operations and applications, codes and programs by which **electronic data** is electronically collected, transmitted, processed, stored or received.

Provided that **software** does not include **electronic data**.

Subcontractor

Any independent consultant or subcontractor other than an **employee** who provides **you** with services under a written contract.

Subsidiary company

Any entity in which **you** directly or indirectly:

- a) hold more than 50% of the voting rights
- b) appoint a majority of the board of directors
- c) have the right to appoint a majority of the board of directors subject to a written agreement with other shareholders.

System failure

Failure or malfunction of **your computer system** caused by an unintentional act or omission in the course of its operation administration maintenance (including an unintentional failure to prevent a **security event**) by **you** or an **employee** or a **subcontractor** or a **service provider** which results in an **interruption of service** or the alteration corruption or inaccessibility of **your digital assets**.

System restoration costs

- a) Costs incurred by the **insured's** own IT department to conduct a computer forensic analysis to determine the cause and rectify an **interruption of service**, provided that these costs are over and above **your** normal operating and payroll expenses
- b) costs to employ an IT consultant to conduct a computer forensic analysis to determine the cause and rectify an **interruption of service**.

Provided that **system restoration costs** do not include any costs or expenses to update, restore, replace or improve any **computer system** or **software** to a level beyond that which existed just before the **interruption of service**.

Territorial limits

Worldwide excluding USA/Canada.

Terrorism

- a) Any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:
 - i) involves violence against one or more persons; or
 - ii) involves damage to property; or
 - iii) endangers life other than that of the person committing the action; or
 - iv) creates a risk to health or safety of the public or a section of the public; or
 - v) involves **cyberterrorism**
- b) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) above.

Third party

Any natural person, firm, individual, partnership, organisation or corporation other than **you** but not any **related entity** or any other person or entity having a financial or executive interest in **you**.

Transfer instruction

An electronic instruction directing the **insured** to transfer **money, securities** or goods.

Unauthorised access

Access to or use of **your computer system** or network infrastructure by any person not authorised to do so.

Vendor

An entity or individual from whom the **insured** purchases goods or receives services under a written contract.

Wrongful act

A **security wrongful act** or a **privacy wrongful act**.

You, your, yours or yourselves

The legal entity designated in the schedule as the policyholder.

We, us or our

Zurich Insurance plc.

Section A – Cyber

Cover

The following covers will apply provided always that:

- a) the most we will pay under this policy including all covers is the **aggregate limit of indemnity** stated in the schedule
- b) the most we will pay for each cover is the **limit of indemnity** stated in the schedule
- c) the **excess** applicable is stated in the schedule.

We will settle your claim in accordance with the Claims conditions.

1. Security and privacy liability

We will indemnify any **insured** in respect of all sums any **insured** becomes legally liable to pay including claimants' costs and expenses in respect of any **claim** first made against the **insured** and notified to **us** during the period of insurance in respect of a **wrongful act** arising out of the conduct of the business in the **territorial limits** and occurring on or after the Retroactive Date stated in the schedule and before the end of the period of insurance.

We will also pay **defence costs**.

2. Privacy breach and reputational rebuild costs

We will reimburse you for **privacy breach costs** arising directly from a **privacy event** provided that such **privacy event** is first **discovered** and notified to **us** during the period of insurance.

3. Regulatory proceeding defence costs

We will reimburse all reasonable charges, costs, expenses and fees necessarily incurred with **our** written consent which the **insured** incurs in respect of any **regulatory proceeding** first taken against the **insured** and notified to **us** during the period of insurance for a **privacy wrongful act** or **security wrongful act** provided that such **privacy wrongful act** or **security wrongful act** first occurs on or after the Retroactive Date stated in the schedule and is **discovered** during the period of insurance.

4. PCI – DSS payments

We will reimburse you for **PCI – DSS payments** which you become liable to pay as a result of a **privacy event** provided that such **privacy event** is first **discovered** and notified to **us** during the period of insurance.

5. Emergency costs

If **our** written consent cannot reasonably be obtained before **privacy breach costs, digital asset replacement expenses, increased cost of working** or **defence costs** are incurred with respect to any covered loss or **claim** we will give retrospective approval for such costs.

6. Business income loss and increased cost of working

We will pay you:

- a) any **business income loss** that you incur in the conduct of the business in the **territorial limits** during the **period of restoration** due to an **interruption of service** provided that such **interruption of service** is first **discovered** and notified to **us** during the period of insurance
- b) any **privacy breach income loss** you incur in the conduct of the business in the **territorial limits** during the **privacy breach loss period** arising directly from a **privacy event** provided that such **privacy event** is first **discovered**, reported and notified to **us** during the period of insurance
- c) any **increased cost of working** as a result of **privacy event** or **interruption of service** provided that such **privacy event** or **interruption of service** is first **discovered** and notified to **us** during the period of insurance
- d) any **system restoration costs** as a result of **privacy event** or **interruption of service** provided that such **privacy event** or **interruption of service** is first **discovered** and notified to **us** during the period of insurance.

7. Digital asset replacement expenses

We will reimburse you for any digital asset replacement expenses incurred due to the corruption or destruction of digital assets as a result of a security event that is first discovered and notified to us during the period of insurance.

8. Cyber extortion threat and reward payments

We will reimburse you for:

- a) reasonable costs necessarily incurred by you with our prior written consent for extortion expenses and extortion payments arising directly from a cyber extortion threat; and
- b) any reward you pay with our prior written consent to any person or entity other than your external auditor or any insured person who is an internal auditor of yours or who supervises or manages your external auditor for information leading to the arrest and conviction of any person who is making or has made any cyber extortion threat.

Provided that:

- i) any extortion payments do not exceed the amount of business income loss and privacy breach business income loss we reasonably believe would have been incurred had such extortion payments not been made; and
- ii) you make all reasonable efforts to contact the police or other relevant law enforcement bodies or authorities before we pay extortion expenses or extortion payments; and
- iii) one of your directors consents to the payment of extortion expenses and/or extortion payments; and
- iv) such cyber extortion threat is received during the period of insurance.

9. Cyberterrorism

In the event you are subject to cyberterrorism we will indemnify or reimburse you in accordance with such of the other insuring clauses in this section as form part of your policy notwithstanding the terrorism exclusion, subject to all the other terms and conditions of the policy and provided that our liability to you will not exceed the liability we would have had if the cyberterrorist act had not been motivated by terrorism.

10. Internet media liability

We will indemnify the insured for all sums any insured becomes legally liable to pay including claimants' costs and expenses in respect of any claim first made against the insured and notified to us during the period of insurance for an electronic publishing wrongful act in the territorial limits occurring on or after the applicable Retroactive Date and before the end of the period of insurance.

We will also pay defence costs.

11. Civil fines and penalties

We will reimburse you for civil fines and penalties, including those arising out of the General Data Protection Regulation (GDPR), which you become liable to pay as a result of a privacy event provided that such privacy event is first discovered and notified to us during the period of insurance.

12. Computer hardware damage costs

We will reimburse you for any computer hardware damage costs incurred by you with our prior written consent for the repair or replacement of the affected part of your computer hardware which has been damaged, destroyed or altered by following a security event first discovered and reported to us during the period of insurance. Such repairs or replacements may be made by you and we will reimburse you accordingly.

The following clause applies only if stated in the schedule to be operative.

13. Crisis management

We will pay for and provide a crisis manager in the event of any of the covers being triggered in this section. The crisis manager can be contacted 24 hours per day, 7 days a week on 0800 2799 147.

The crisis manager will:

- a) be the contact point for **you** in the case of an event or **claim**
- b) identify the first measures to be taken
- c) identify key persons to be appointed within **your** organisation
- d) identify and coordinate the specialists necessary to resolve the crisis.

Provided that **you** must contact the crisis manager prior to incurring any charges, costs, expenses and fees incurred by any accountant, IT consultant, solicitor, lawyer, public relations consultant or other **third party**.

Exclusions applicable to Section A

This section does not cover loss, damage, consequential loss, legal liability, fees, costs, disbursements, awards or other expenses of whatsoever nature and:

1. Bodily injury and property damage

arising directly or indirectly out of:

- a) death, bodily injury, mental injury, sickness, disease, mental anguish or shock sustained by any person other than emotional distress arising from a **privacy event**
- b) physical damage to tangible property.

Provided that b) will not apply to Cover 12 – Computer hardware damage costs

2. Civil fines and penalties

which are in respect of civil, administrative or regulatory money penalties against any **insured** for any violations of any law, regulation or statute unless:

- a) such violations are not knowing, wilful or criminal; and
- b) such penalties are insurable under the internal laws of the jurisdiction in which such penalties were assessed or levied

3. Claims by related entities

arising from any **claim** brought or loss claimed by any **insured** or any **related entity**. Provided that this exclusion does not apply to:

- a) any **claim** brought by an **insured** in their capacity as:
 - i) a customer or client of **yours**
 - ii) an **employee** for a **privacy event** relating to the unauthorised disclosure of such **employee's personal information**
- b) any **digital asset replacement expenses**

4. Competition, restraint of trade or taxation

arising directly or indirectly out of the breach of any taxation, competition, restraint of trade or antitrust legislation or regulation

5. Contractual liability

arising directly or indirectly under any express warranty, express guarantee or under any contractual obligation (save for **PCI – DSS payments** if that insuring clause applies) to the extent that the obligation gives rise to a **claim** for which the **insured** would not have been liable in the absence of the express warranty, express guarantee or contractual obligation

6. Criminal or malicious acts

arising directly or indirectly out of:

- a) any criminal, dishonest, fraudulent or malicious act committed or condoned by any **insured**
- b) any intentional or knowing violation of law committed or condoned by any **insured**
- c) any gaining of profit, remuneration, financial or non-financial advantage by an **insured** to which the **insured** was not legally entitled.

Provided that:

- i) **we** will pay **defence costs** and defend such **claim** until there is a judgment, binding arbitration decision or finding of fact against such **insured** or an adverse admission under oath or plea of no contest by such **insured** which establishes such criminal, dishonest, fraudulent or malicious **wrongful act**, intentional or knowing violation of law or profit, remuneration or advantage. In this event the **insured** will reimburse **us** for any **defence costs** paid by **us** on behalf of such **insured** arising from such **claim**
- ii) no **wrongful act** of or knowledge possessed by such **insured person** will be imputed to any other **insured** except the **wrongful act** of or knowledge possessed by **your** Chief Executive Officer, Chief Financial Officer, Director of Human Resources, General Counsel or risk manager or any other **insured person** in a functionally equivalent position
- iii) **we** will not pay any **digital asset replacement expenses** based upon, arising out of or attributable to any criminal, dishonest, fraudulent or malicious act, error or omission or any intentional or knowing violation of law committed with the knowledge of any of the Chief Executive Officer, Chief Financial Officer, Director of Human Resources, General Counsel or risk manager or any other **insured person** in a functionally equivalent position

7. Directors' and officers' complicity

arising directly or indirectly out of a denial of service attack or a **cyber extortion threat** or any act of **cyberterrorism** committed condoned or made by:

- a) any business partner, director, **member** or principal of any **insured**
- b) any **employee** with the knowledge of any of the Chief Executive Officer, Chief Financial Officer, Director of Human Resources, General Counsel or risk manager, or any other **insured person** in a functionally equivalent position

8. Directors' and officers' and trustee liability

arising directly or indirectly out of any **insured** carrying out the duties of:

- a) a director or officer of **you** or any other corporate body
- b) a trustee of any pension fund or any other **employee** benefit scheme

9. Electromagnetic field, radiation or electromagnetism

arising directly or indirectly out of **electromagnetic field, electromagnetic radiation or electromagnetism**

10. Employment

arising directly or indirectly out of:

- a) death, bodily injury, mental injury, sickness, disease, mental anguish or shock of any business partner, director, **member**, principal or **employee** while in the course of their employment with **you**
- b) any obligation owed by **you** as an employer or potential employer to any director or **employee** or applicant for employment
- c) any express or implied terms of a partnership agreement or membership agreement.

Provided that this exclusion will not apply to any **claim** by an **employee** for a **privacy event** relating to the unauthorised disclosure of such **employee's personal information**

11. Financial analysis

arising directly or indirectly based upon, attributable to, arising out of, or resulting from or in any manner related to the rendering of or failure to render any:

- a) valuation of any stock, bond or negotiable instrument
- b) economic analysis whether computer assisted or not
- c) economic and/or financial forecasting whether computer assisted or not
- d) economic and/or financial simulations whether computer assisted or not
- e) electronic transfer or electronic manipulation of negotiable instruments
- f) transfer of money or funds

12. Foreign operations

arising from any associated or **subsidiary company** of **yours** or branch office or representative of **yours** with power of attorney domiciled outside Great Britain, Northern Ireland, the Isle of Man and Channel Islands unless otherwise named in the schedule

13. Goods and services

arising directly or indirectly from any contract or arrangement for the supply to or use by **you** of goods or services

14. Gradual deterioration

arising directly or indirectly out of or attributable to the ordinary wear and tear or gradual deterioration of any **computer system** or **digital assets**

15. Government seizure

arising directly or indirectly out of or attributable to seizure, confiscation, expropriation, nationalisation or destruction of a **computer system** by order of any governmental authority

16. Insolvency

arising directly or indirectly out of **your** or any of **your suppliers'** or **subcontractors'** insolvency or bankruptcy. This exclusion will not apply to any **circumstance** or **claim** that may be covered under this section but for **your** or any of **your suppliers'** or **subcontractors'** insolvency or bankruptcy

17. Libel and slander

arising directly or indirectly out of any act of libel or slander other than that committed or uttered in good faith by an **insured person**

18. Loss of goodwill

arising from any loss of goodwill and reputational harm

19. Natural perils

arising directly or indirectly from fire, smoke, explosion, lightning, wind, flood, earthquake, volcanic eruption, storm, subsidence, tidal wave, landslide, riot, hail, subterranean fire or act of God or any other physical event however caused

20. Nuclear and war risks and government or public authority order

directly or indirectly caused by or contributed to, by or arising from:

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any **nuclear installation**, **nuclear reactor** or other nuclear assembly or nuclear component thereof
- c) any weapon employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- d) i) war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war, rebellion, revolution, insurrection, military or usurped power
ii) nationalisation, confiscation, requisition, seizure or destruction by any government or public authority

21. Obscenity

arising from any obscenity, blasphemy or pornographic material, exploitation of adult entertainment or sexual websites

22. Patents

arising directly or indirectly out of or in any way connected with any actual or alleged misappropriation, infringement or violation of any patent or trade secret.

Provided that this exclusion will not apply to the extent any **claim** alleges an inadvertent disclosure of a trade secret that constitutes a **privacy event**

23. Personal information improper use

arising out of:

- a) the illegal, unauthorised or wrongful collection of **personal information** including the collection of **personal information** using cookies or **malware**
- b) the failure to provide adequate notice that such **personal information** is being collected.

Provided that this exclusion will not apply:

- i) if the collection of **personal information** is by an **insured** acting without the knowledge or approval of any business partner, director, principal or any other insured acting in a functionally equivalent position
- ii) to any breach of the General Data Protection Regulation (GDPR)

24. Pollution or contamination

directly or indirectly caused by, contributed to by or arising out of **pollution or contamination**

25. Power failure

arising out of or attributable to any mechanical or electrical failure, interruption or outage including any electrical power interruption or surge, brownout, blackout, short circuit, over voltage or power fluctuation or outage to gas, water, telephone, cable, satellite, telecommunications, the internet or any component thereof including hardware or **software** or any other infrastructure.

Provided that:

- a) this exclusion will not apply to any failure, interruption or outage of telephone, cable or telecommunications under **your** direct control which constitute a **system failure** or arise out of a **wrongful act** or a **denial of service attack** against **your computer systems**
- b) in respect of any **digital asset replacement expenses** this exclusion will also not apply to any failure, interruption or outage of electrical power under **your** direct control

26. Prior circumstances and claims

a) arising from:

i) any act, error or omission or **wrongful act** or **circumstance**

1) that occurred prior to the inception date or Retroactive Date as stated in the schedule that **you** knew or that in **our** reasonable opinion an **insured** ought to have known prior to inception of this section which may give rise to a **claim** against the **insured**

2) that was notified by **you** under any other insurance policy prior to inception of this policy

3) that was disclosed or in **our** reasonable opinion ought to have been disclosed on **your** latest proposal to **us**

ii) any **claim** made against any insured prior to inception of this policy arising from the same **wrongful act** or from any **interrelated wrongful acts, interrelated security events** or **system failures**

b) arising directly or indirectly out of any failure in **your network security** or issue likely to cause a **privacy event** or **security event** or **system failure** which any **insured** knew about or in **our** reasonable opinion should have been aware of before any **privacy event, security event** or **system failure**

27. Products and buildings

arising out of any:

a) supply, repair, alteration, manufacture, installation or maintenance of goods, materials or products

b) construction, repair, installation, erection, removal or demolition of buildings, building works or physical structures by any **insured, subcontractor** or **related entity**

28. Professional services

arising out of any advice, design or work on any specification performed by any **insured** or on **your** behalf for a fee or for which a fee would ordinarily be charged

29. Retroactive date

for any act, error or omission, **wrongful act, circumstance** or situation occurring prior to the Retroactive Date stated in the schedule that any **insured** knew or in **our** reasonable opinion ought to have known could give rise to a **claim** or **privacy event** or **cyber extortion threat** or **cyberterrorism** or any other loss covered by this section

30. Terrorism

directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with **terrorism** in any action or suit or other proceedings where **we** allege that by reason of this exclusion cover is not provided under this section the burden of proving that cover is provided under this section will be upon **you**

31. Unlicensed software

arising directly or indirectly out of any **insured's** knowing use of illegal or unlicensed programs that infringe copyright or otherwise are in violation of software protection laws

32. Unsolicited communication

arising directly or indirectly out of, based upon, attributable to or in any way connected with the distribution of unsolicited mail, direct mail and facsimiles or from telemarketing. Provided that this exclusion will not apply to any breach of the General Data Protection Regulation (GDPR)

33. USA Regulatory

liability arising out of any **claim** based upon or arising out of or relating directly or indirectly to or in consequence of or in any way involving:

- a) any violations of the responsibilities, obligations or duties imposed by the Employment Retirement Income
- b) Securities Act of 1974 or amendments thereto or any similar provisions or statute or common law enacted in the United States of America or any other territories that fall within United States of America jurisdiction
- c) any violations of any responsibilities, obligations or duties imposed by the Racketeer Influenced and Corrupt Organization Act of 1961 or amendments thereto or any similar provisions or statute or common law enacted in the United States of America or any other territories that fall within United States of America jurisdiction
- d) any violations of any responsibilities, obligations or duties imposed by the Securities Act of 1933, the Securities Exchange Act of 1934 and the Securities Fraud Enforcement Act of 1988 or amendments thereto or any similar provisions or statute or common law enacted in the United States of America or any other territories that fall within United States of America jurisdiction
- e) any violations of any responsibilities, obligations or duties imposed by the Money Laundering Control Act of 1981 or amendments thereto or any similar provisions or statute or common law enacted in the United States of America or any other territories that fall within United States of America jurisdiction
- f) any violations of any responsibilities, obligations or duties imposed by the Bank Security Act of 1970 and the Right of Financial Privacy Act of 1978 or amendments thereto or any similar provisions or statute or common law enacted in the United States of America or any other territories that fall within United States of America jurisdiction

34. Wrongful acts of subsidiaries

arising from or in consequence of any actual or alleged **wrongful act** of any **subsidiary company** committed prior to becoming a **subsidiary company** or after ceasing to be a **subsidiary company**.

Provisions applicable to Section A

1. Contracts (Rights of Third Parties) Act 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this section is not enforceable by any third party.

2. Discharge of liability

We may at any time pay in connection with any **claim** or loss the maximum amount payable under this section after deduction of any sum already paid during the period of insurance or any lower amount for which the **claim** or loss can be settled and then relinquish the conduct and control and be under no further liability in respect of the **claim** or loss.

3. Joint liabilities

If the **insured** comprises more than one party **we** will indemnify each party as though a separate policy had been issued to each of them provided that the total amount of indemnity to all such parties will not exceed the amount payable if the **insured** comprised only one party and in any event will not exceed the **aggregate limit of indemnity** stated in the schedule.

4. Limit of indemnity

- a) **You** will pay the **excess** in respect of each and every covered **claim** and/or loss under this section.
- b) **We** will not pay more than the **limit of indemnity** stated in the schedule for all loss arising from any one **claim** and from all **claims** for any **wrongful act** in the aggregate.
- c) **We** will not pay more than the **limit of indemnity** stated in the schedule for all **defence costs** from each **regulatory proceeding** and from all **regulatory proceedings** in the aggregate. This limit will form part of and not be in addition to the **limit of indemnity** stated in the schedule.

- d) **We** will not pay more than the **limit of indemnity** stated in the schedule for all **privacy breach costs** and **privacy breach business income loss** and **PCI – DSS payments** and **civil fines and penalties** arising from any one **privacy event** and from all **privacy events** in the aggregate.
- e) **We** will not pay more than the **limit of indemnity** stated in the schedule for:
 - i) all **business income loss** and **increased cost of working** from any one **security event** or **system failure** and from all **security events** and **system failures** in the aggregate
 - ii) all **extortion expenses** and **extortion payments** from any one **cyber extortion threat** and from all **cyber extortion threats** in the aggregate
 - iii) all reward payments for each **cyber extortion threat** if shown as operative in the schedule and for all reward payments in the aggregate. This limit will form part of and not be in addition to the **limit of indemnity** as stated in the schedule for **cyber extortion threats**
 - iv) all **digital asset replacement expenses** from any one **security event** or **system failure** and from all **security events** or **system failures** in the aggregate
 - v) all **computer hardware damage** costs from any one **security event** and from **security events** in the aggregate
 - vi) all loss arising from any one **claim** and all **claims** in the aggregate for any electronic wrongful publishing act if shown as operative in the schedule under Internet Media Liability
 - vii) all loss arising from **cyberterrorism claims** in the aggregate.

Provided that:

- i) **we** will not pay any more than the overall **aggregate limit of indemnity** stated in the schedule for all **claims** and all loss covered by this section
- ii) **we** will pay **defence costs** from each **regulatory proceedings** and from all **regulatory proceedings** up to the **limit of indemnity** in the aggregate for **regulatory proceedings** defence stated in the schedule. **We** may at **our** discretion pay all or any part of the excess to effect a settlement of any **regulatory proceedings** provided the **insured** promptly reimburses **us** for the **excess** paid by **us**
- iii) all **interrelated security events** or **system failures** will be considered one **security event** or **system failure** and all such **security events** and **system failures** will be considered first discovered at the time the earliest **security event** or system failure of the interrelated **security events** and **system failures** first discovered. In the event any one **security event** or **system failure** triggers more than one insuring clause the highest applicable excess will apply to such **security event** or system failure
- iv) all **claims** and **circumstances** arising out of the same **wrongful act** and all **interrelated wrongful acts** will be considered one **claim** and such **claim** will be considered first made on the date upon which the earliest **claim** is first made or **circumstance** notified. All such **claims** arising out of the same **wrongful act** and all **interrelated wrongful acts** will be subject to a single excess, the **limit of indemnity** as stated in the schedule for the insuring clause and the **aggregate limit of indemnity**.

5. Queen's Counsel

You will not be required to contest any legal proceedings unless a Queen's Counsel or similar authority agreed upon by **you** and **us** advises that on the facts of the case such **claim** may be contested with a reasonable prospect of success.

If **you** and **we** cannot agree on the appointment of a Queen's Counsel the chairman of the Bar Council will appoint one.

6. USA or Canada Courts Jurisdiction

Our liability in respect of any **claim** made or brought:

- a) in the United States of America or Canada or territories under their jurisdiction
- b) under or in consequence of any judgment or order in or under the laws of the United States of America or Canada or territories under their jurisdiction will:
 - i) not exceed **limit of indemnity** stated in the schedule; and
 - ii) be in the aggregate during the period of insurance; and

- iii) be inclusive of all claimants' costs and expenses and **defence costs** awarded or incurred in the defence of any **claim**; and
- iv) form part of and not be in addition to the **limit of indemnity** stated in the schedule.

7. Valuation of business income loss

It is agreed that **business income loss** and **privacy breach business income loss** will be calculated on an hourly basis based on the actual such loss you incur during the **period of restoration** or **privacy breach loss period** as the case may be.

In order to determine the amount of such loss payable we will consider your net profit and expenses before the **interruption of service** or **privacy event** occurred and your probable net profit and expenses if no **interruption of service** or **privacy event** had occurred. Provided that calculations will not include and this section does not cover net income that would likely have been earned as a result of an increase in the volume of the business due to favourable business conditions caused by the impact of any event similar to a **privacy event** or **security event** or **system failure** suffered by other businesses.

8. Valuation of digital replacements expenses

If you cannot restore **digital assets** but can only reconstitute such **digital assets** then **digital assets** replacement expenses will be limited to the actual cost you incur to reconstitute such **digital assets**. If you cannot restore or reconstitute **digital assets** then **digital assets** replacement expenses will be limited to the actual cost you reasonably incur to determine this to be the case.

Conditions applicable to Section A

1. Automatic acquisition

If during the period of insurance you acquire or form a **subsidiary company** this section will automatically apply to such **subsidiary company** and its **insured persons** from the date of such acquisition or formation.

Provided that:

- a) it is not domiciled outside the European Economic Area
- b) it does not have **assets** which exceed 15% of your total **assets** as stated in your last published accounts
- c) you notify us in writing within 90 days of the acquisition or formation of such **subsidiary company**
- d) you provide a signed and dated proposal form and any other additional information reasonably required by us
- e) you agree to any alteration in cover provided in respect of this **subsidiary company** we deem necessary
- f) any additional premium is paid when required
- g) any cover provided for any **subsidiary company** formed or required during the period of insurance and its **insured persons** will only apply to **wrongful acts**, **privacy events** or **regulatory proceedings** occurring after your acquisition or formation of such **subsidiary company**.

2. Cessation of subsidiary companies

If during the period of insurance a **subsidiary company** ceases to be a **subsidiary company** no cover will be provided in respect of such **subsidiary company** and its **insured persons** for any **wrongful act**, any **privacy event** or **regulatory proceeding** involving such company or persons or any other loss or **claim** after the date such company ceased to be a **subsidiary company**.

3. Change of control

If there is a **change of control** during the period of insurance then the cover provided under this section only applies in respect of any **wrongful act**, any **privacy event** or **regulatory proceeding** occurring prior to the effective date of that **change of control**.

You must give written notice to us of the **change of control** as soon as reasonably possible.

4. Sole agent

It is agreed that:

- a) if the **insured** comprises more than one party the person, company or entity set out as the policyholder in the schedule will act for itself and be deemed to act as the sole agent for the **insured**
- b) all parties comprising the **insured** are deemed to have consented and agreed that rights of action under this section are not assignable except with our prior written consent
- c) you have the sole right to file notice or proof of loss or make a **claim**
- d) you have the sole right to bring legal proceedings arising under or in connection with this section

- e) knowledge possessed or **discovery** made by any person, company or entity forming part of **you** or by any business partner, director, **member**, principal or officer, departmental head or other senior manager or the equivalent thereof will be deemed to constitute knowledge possessed or **discovery** made by all other persons, companies or other entities forming part of **you**.

5. Subrogation

Upon any payment made or to be made under any section of this section **we** will be entitled to assume conduct of all rights of recovery available to **you** and **you** will render all reasonable assistance to **us** in the prosecution of such rights including but not limited to trying to recover from the **insured company** any deductible paid by **us**.

Claims conditions applicable to Section A

1. Claims notification

It is agreed that:

- a) on the **discovery** of any **circumstance** or on receiving verbal or written notice of any **claim** you will:
- i) as soon as reasonably possible give notice to **us**; and
 - ii) as soon as reasonably possible forward to **us** any **claim**, writ or summons issued against any **insured** and any notice of prosecution, inquest or fatal inquiry; and
 - iii) at **your** own expense and as soon as reasonably possible supply full details of the **claim** in writing to **us** together with any evidence and information that may be reasonably required by **us** for the purpose of investigating or verifying the **claim** and keep **us** up to date with any future evidence and information received by **you** or reasonably required by **us**; and
 - iv) in the case of notification of a **circumstance** supply full particulars including all material facts, dates and persons involved and the reasons for anticipating that it is by definition a **circumstance**

Circumstances and **claims** must be notified by writing to Financial Lines, 70 Mark Lane, London, EC3R 7NQ, or emailing professional&financial.lines.newclaims@uk.zurich.com

- b) on the **discovery** of a **privacy event** as a condition precedent to any liability on **our** part to make any payment to **you** under the section you will:
- i) as soon as reasonably possible verbally notify **us** and in any event no later than 30 days after the **insured** first becomes aware of the **privacy event** and give **us** written notice during the period of insurance
 - ii) take all reasonable steps to protect **computer systems, computer hardware, personal information, digital assets** or confidential corporate information from further loss or damage and take all reasonable steps and measures to limit or mitigate **privacy breach business income loss**
 - iii) co-operate with **us** in **our** investigation and with any loss adjusters or other advisers or professionals **we** engage on **our** own or **your** behalf
 - iv) at **your** own expense and as soon as reasonably possible supply full details of any evidence and information that may reasonably be required by **us** for the purpose of investigating or verifying the **privacy event**
- c) on the **discovery** of a **security event** or **system failure** you will:
- i) as soon as reasonably possible verbally notify **us** using any hotline or emergency number **we** have provided and in any event no later than 30 days after the **insured** first becomes aware of the **security event** or **system failure** and give **us** written notice during the period of insurance; and
 - ii) take all reasonable steps and measures to limit or mitigate **business income loss**; and
 - iii) provide **us** with proof of loss within 6 months of the discovery of any such **security event** or **system failure** under this section or with **our** prior consent within such additional time as **you** may request such consent not to be unreasonably withheld by **us**

Provided that no legal proceedings for the recovery of any amount may be brought before the end of the 60 days after the **insured's** original proof of loss is submitted to **us** or more than 24 months after the occurrence of the **security event** or **system failure**

- d) on the happening of a **cyber extortion threat** you will verbally notify **us** using any hotline or emergency number **we** have provided and provide **us** with written notice as soon as reasonably possible of such **cyber extortion threat** and in no event later than 30 days after the happening of such **cyber extortion threat**
- e) on the **discovery** of any **cyberterrorism** you will verbally notify **us** using any hotline or emergency number **we** have provided and provide **us** with written notice as soon as reasonably possible and in any event no later than 30 days of **your** first having knowledge of the events in question

f) no settlement, admission of liability, payment or promise of payment will be made to a **third party** without our written consent.

2. Insurer's rights

We will:

- a) be entitled to conduct the defence or settlement of any **claim** made against any **insured** and they will give all assistance as may be reasonably required by **us**; and
- b) be entitled to appoint legal counsel; and
- c) be entitled to take the benefit of any rights of any **insured** against any other party before or after any **insured** has received indemnification under this section and they will give all assistance as may be reasonably required by **us**; and
- d) treat any **circumstance** notified during the period of insurance which subsequently gives rise to a **claim** after the period of insurance as a **claim** first made during the period of insurance; and
- e) have the right but not the duty to defend any **regulatory proceeding**. **You** will not incur any **defence costs** in any **regulatory proceeding** without **our** prior written consent such consent not to be unreasonably withheld.

3. Other insurance

If at the time of any occurrence in respect giving rise to a **circumstance** or **claim** there is any other insurance effected by or on any **insured's** behalf providing an indemnity in respect of such **discovery** or occurrence giving rise to a **circumstance** or **claim** **our** liability will be limited to its rateable proportion. If any other insurance is subject to any provision whereby it is excluded from ranking concurrently with this policy in whole or in part or from contributing proportionally **our** liability under this policy will be limited to any excess beyond the amount which would be payable under such other insurance had this policy not been effected.

4. Prejudice

Where in **our** opinion any **insured** has prejudiced the handling of or the settlement of any **claim** the amount payable in respect of such **claim** including **defence costs** will be reduced to such an amount as in **our** opinion would have been payable in the absence of such prejudice.

Section B – Crime

This section is only operative if stated in the schedule.

Cover

The following covers will apply provided always that:

- a) the most **we** will pay under this policy including all covers is the **aggregate limit of indemnity** stated in the schedule
- b) the most **we** will pay for each cover is the **limit of indemnity** stated in the schedule
- c) the **excess** applicable is stated in the schedule or below.

We will settle **your** claim in accordance with the Claims conditions.

1. Cyber crime

- a) **We** will indemnify **you** in respect of the following for **loss** by theft committed on or after the Retroactive Date stated in the schedule which is first **discovered** during the period of insurance and notified to **us** in accordance with Claims conditions applicable to Section B:
 - i) **assets** due to any fraudulent or dishonest misuse or manipulation by a **third party** of the **computer system** operated by **you**
 - ii) **your** funds or those for which **you** are responsible at law from an account maintained by **you** at a financial institution following fraudulent electronic, telegraphic, cable, telephone or email instructions to debit such account and to transfer, pay or deliver funds from such account and which instructions purport to have come from **you** but which are fraudulently altered, transmitted or issued by a **third party** or are a **forgery**.
- b) In the event that any party other than an **insured person** enters into an agreement with a third party entity pretending to be **you** **we** will pay reasonable fees and costs to establish that such fraud has occurred should the **third party** seek to enforce such agreements against **you** provided that such **loss** is first **discovered** and is notified to **us** during the period of insurance.

2. Social engineering

We will indemnify **you** for **loss** resulting directly from an **insured company** having in good faith transferred any of **your money, securities** or goods in reliance upon a **transfer instruction** purportedly issued by an **insured person, customer** or **vendor** but which **transfer instruction** proves to have been fraudulently issued by an imposter without the knowledge or consent of the **insured person, customer** or **vendor** provided that such **loss** is first **discovered** and is notified to **us** during the period of insurance.

Excluding the first £5,000 of any **loss**.

Exclusions applicable to Section B

This section does not cover:

1. Defence costs

the costs of defending any legal proceedings brought against **you** or the fees, costs or expenses incurred or paid by **you** in prosecuting or defending any legal proceedings whether or not such legal proceedings result or would result in a **loss** to **you** under this section except as may be stated specifically elsewhere in this section

2. Inter insured

loss sustained by one part of **you** to the benefit of any other part of **you**

3. Inventory or profit and loss computation

loss or that part of any **loss** as the case may be the proof of which is either to its factual existence or to its amount dependent solely upon an inventory computation or a profit and loss computation

4. Prior circumstances and claims

any claim:

- a) arising from or in consequence of any **circumstance**, fact, matter or occurrence that might give rise to a **claim** that was reported under any other insurance section prior to inception of this section or that was disclosed in the latest information, materials or statements supplied to **us** by **you**
- b) alleging or deriving from the same or similar facts or that has the same originating source or cause as the matters alleged in any **claims** made against **you** prior to the inception of this section

5. Prior knowledge of fraud or dishonesty

any **act of fraud or dishonesty** committed by any **employee** from and after the time that **you** or any director, officer, departmental head, senior manager or the equivalent of them not acting in collusion with such **employee** has knowledge or information that such **employee** has committed any **act of fraud or dishonesty** whether such act be committed before or after the date of commencement of employment by **you**

6. Proprietary information and trade secrets

loss of or arising from intangible property or the accessing of confidential information including but not limited to intellectual rights, trade secrets, proprietary information, patents, trademarks, copyrights, computer programs, customer information or confidential processing methods except to the extent that such intangible property or confidential information is used to support or facilitate the committing of a criminal act that constitutes or results in a loss as otherwise covered under this section.

Provisions applicable to Section B

1. Cancellation on discovery

The insurance under this section in respect of any **employee** will be deemed to be cancelled immediately upon **discovery** by **you** or any partner, director or officer, departmental head, senior manager or the equivalent of them not in collusion with such **employee** of any **act of fraud or dishonesty** committed by that **employee** and any further **acts of fraud or dishonesty** committed by that **employee** are not **insured**.

2. Dealing and trading

In respect of any **act of fraud or dishonesty** committed by any **employee** who is engaged in trading or dealing in **securities**, valuable papers, commodities, foreign exchange, derivatives, loans, transactions in the nature of a loan or other extension of credit and the like, **you** will prove conclusively that such **acts of fraud or dishonesty** were committed by the **employee** with the clear intention of causing **you** to suffer loss and to obtain and resulting in improper financial gain for that **employee** or any other person or entity intended by the **employee** to receive such gain.

Provided that salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions and other benefits will not constitute improper financial gain.

3. Non-identification

If a **loss** is alleged to have been caused by an **act of fraud or dishonesty** by any **employee** and **you** are unable to discover the identity of the actual **employee** we will indemnify **you** provided always that the evidence submitted proves beyond reasonable doubt that the **loss** was caused by the **act of fraud or dishonesty** of one or more **employee**.

Conditions applicable to Section B

1. Excess

You will not effect any insurance or bond in respect of the amount of any **excess** stated in this section.

2. Joint insured

- a) If **you** comprise more than one party the company or entity set out as **you** in the schedule will act for itself and be deemed to act as the sole agent for **you**. All parties comprising **you** are deemed to have consented and agreed that rights of action under this section are not assignable except with **our** prior written consent
- b) **you** have the sole right to file notice or proof of loss, adjust, receive or enforce payment of any loss
- c) payment of any loss will fully release **us** on account of such loss. If **we** agree to make payment to an entity other than **you** such payment will be deemed to have been made to **you**
- d) **you** have the sole right to bring legal proceedings arising under or in connection with this section.

3. Knowledge

Knowledge possessed or **discovery** made by any **insured** forming part of **you** or by any partner, director or officer, departmental head or other senior manager or the equivalent thereof will be deemed to constitute knowledge possessed or **discovery** made by all other persons, companies or entities forming part of **you**.

4. Liquidation, takeover and the like

The insurance provided under this section will be deemed to be cancelled immediately:

- a) upon the liquidation whether voluntary or compulsory of **you**, the appointment of a receiver or manager or the entering into of any Scheme of Arrangement or composition with creditors
- b) upon control of **you** being taken over by any government or by officials appointed by any government or competent authority.

5. Non-identification

If a loss is alleged to have been caused by an **act of fraud or dishonesty** by any **employee** and **you** are unable to discover the identity of the actual **employee** **we** will indemnify **you** provided that the evidence submitted proves beyond reasonable doubt that the loss was caused by the fraudulent or dishonest acts of one or more **employee**.

6. Prosecution

You will if and when required by **us** but at **our** expense if a conviction is obtained use all diligence in prosecuting to conviction any person by whose dishonesty a **claim** will have been made under this section.

7. Social engineering cover

There is no coverage afforded under Cover 3 – Social engineering unless before acting upon any **transfer instruction** the **insured** has confirmed the validity of such **transfer instruction**. Such confirmation must include a prearranged procedure in which the **insured** either:

- a) verifies the authenticity and accuracy of the **transfer instruction** by means of a call back to a predetermined telephone number; or
- b) uses some other verification procedure and the **insured** preserved a contemporaneous written record of this verification along with all elements of the fraudulent **transfer instruction**.

No other clause in this section will cover any loss that relates to the cover provided under Cover 3 – Social engineering.

8. Valuation

a) Securities

In no event will **we** be liable in respect of **securities** for more than the actual cash value thereof at the close of business on the business day preceding the day on which the loss was **discovered**.

b) Books of accounts and records

In the case of loss of or damage to property consisting of books of accounts or other records other than **electronic data** used by **you** in the conduct of **your** business **we** will be liable under this section only if such books or records are actually reproduced and then for not more than the cost of blank books, blank pages or other materials plus the cost of labour and computer time for the actual transcription or copying of data which will have been furnished by **you** in order to reproduce such books and other records.

c) Electronic data

In the event that a loss as covered under this section results in the destruction, erasure or theft of **electronic data** used by **you** while such data is stored within **your computer systems** **we** will be liable under this section if such data is actually reproduced and cover hereunder will only apply to the cost of labour for the actual transcription or copying of data, which will have been furnished by **you** in order to reproduce such **electronic data**.

d) Damage to premises

In the event that a loss results in damage to **your** premises **we** will not be liable for more than the actual cost of repairing such premises with material of like quality and value.

e) Foreign currency

If a foreign currency being a currency other than the currency in which this section is written is involved in a loss sustained by **you** under this section then for the purpose of any calculation required in the settlement of a loss the rate of exchange will be the rate as offered by **our** London Clearing Bank on the date of such settlement.

f) Other property

In no event will **we** be liable as respects other property not included in the above for more than the actual cash value thereof at the time of loss or for more than the actual cost of repairing such other property or of replacing it with property or material of like quality and value. Provided that the actual cash value of such other property held by **you** as a pledge, or as collateral for an advance or a loan will be deemed not to exceed the value of the property as determined and recorded by **you** when making the advance or loan nor in the absence of such record the unpaid portion of the advance or loan plus accrued interest thereon at legal rates.

Claims conditions applicable to Section B

1. Claims notification and proof of loss

As soon as reasonably possible upon the **discovery** of loss and whether or not **you** intend to make a **claim** under this section **you** will notify **us** but in any event no later than 30 days after the expiry of the period of insurance or any extended reporting period. Such notice will include but not be limited to a description of the circumstances leading to the loss and the names if known of the persons causing such loss.

In addition **you** will provide **us** with proof of loss within 6 months of the **discovery** of any insured loss under this section or with **our** prior consent within such additional time as **you** may request such consent not to be unreasonably withheld by **us**.

Notification must be given by writing to Financial Lines, 70 Mark Lane, London, EC3R 7NQ
or emailing professional&financial.lines.newclaims@uk.zurich.com

2. Claims series

Where more than one loss that may give rise to a **claim** arises from one **act of fraud or dishonesty** or from a series of **acts of fraud or dishonesty** which are connected causally with another or which are by any means inter-related or inter-connected they will be deemed to be a single loss notwithstanding the number of loss notifications that have been made and such single loss will be attributed solely to the period of insurance during which the first loss arising from such series of **acts of fraud and dishonesty** was discovered.

3. Limitation

Our total liability for loss arising from any one **act of fraud or dishonesty**:

- a) sustained by any or all of the persons, companies or other entities forming part of **you** will not exceed the amount for which **we** would be liable if all losses were sustained by any one of the persons, companies or other entities forming part of **you**; and
- b) will not exceed the **limit of indemnity**.

4. Loss settlement

We may with **your** consent settle any **claim** for **loss of property** with the owner thereof. Any property for which **we** have made indemnification will become **our** property. **We** may at **our** discretion pay such actual cash value or make such repairs or replacements. If **we** and **you** cannot agree upon such cash value or such cost of repairs or replacements such cash value or such cost will be determined by arbitration in accordance with General condition 2 – Arbitration.

5. Other insurance

If at the time of any **discovery** giving rise to a **circumstance** or **claim** there is any other insurance effected by or on any **insured's** behalf providing an indemnity in respect of such **discovery** or occurrence giving rise to a **circumstance** or **claim** **our** liability will be limited to its rateable proportion. If any other insurance is subject to any provision whereby it is excluded from ranking concurrently with this policy in whole or in part or from contributing proportionally **our** liability under this policy will be limited to any excess beyond the amount which would be payable under such other insurance had this policy not been effected.

6. Submission of records

In the event of a **loss** **you** will immediately upon **our** request deliver to **us** all pertinent records, information, explanation and other evidence as may be reasonably required for the purposes of investigating or verifying the loss together with a statutory declaration of the truth of the **loss** and of any matters connected with it if required.

General conditions

The following conditions apply to the whole policy. Other special conditions that may be applicable to a section of cover will be set out in the section of cover.

1. Alteration

You must notify **us** as soon as possible during the period of insurance if there is any change in circumstances or to the material facts previously disclosed by **you** to **us** or stated as material facts by **us** to **you** which increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change **we** will be entitled to vary the premium and terms for the rest of the period of insurance. If the changes make the risk unacceptable to **us** then **we** are under no obligation to agree to make them and may no longer be able to provide you with cover.

If **you** do not notify **us** of any such change **we** may exercise one or more of the options described in clauses c) i), ii) and iii) of General condition 5 – Fair presentation of the risk but only with effect from the date of the change in circumstances or material facts.

You should keep a record (including copies of letters) of all information supplied to **us** in connection with this insurance.

2. Arbitration

If **we** admit liability for a claim but there is a dispute as to the amount to be paid the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **you** and **us** in accordance with the law at the time.

You may not take any legal action against **us** over the dispute prior to the arbitrator having reached a decision.

3. Cancellation notice

In the event of non-payment of premium **we** have the right to cancel this policy or any section or part of it by giving 14 days notice in writing by special delivery mail to **your** last known address.

4. Contractual right of renewal (tacit)

If **you** pay the premium to **us** using our Direct Debit instalment scheme **we** will have the right which **we** may choose not to exercise to renew this policy each year and continue to collect premiums using this method. **We** may vary the terms of this policy including the premium at renewal. If **you** decide that **you** do not want **us** to renew this policy provided **you** tell **us** or **your** broker or insurance intermediary prior to the next renewal date **we** will not renew it.

5. Fair presentation of the risk

- a) At inception and renewal of this policy and also whenever changes are made to it at **your** request **you** must:
 - i) disclose to **us** all material facts in a clear and accessible manner; and
 - ii) not misrepresent any material facts.
- b) If **you** do not comply with clause a) of this condition and the non-disclosure or misrepresentation by **you** is proven by **us** to be deliberate or reckless **we** may:
 - i) avoid this policy which means that **we** will treat it as if it had never existed and refuse all claims in which case **we** will not return the premium paid by **you**; and
 - ii) recover from **you** any amount **we** have already paid for any claims including costs or expenses **we** have incurred.
- c) If **you** do not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this policy may be affected in one or more of the following ways depending on what **we** would have done if **we** had known about the facts which **you** failed to disclose or misrepresented:
 - i) if **we** would not have provided **you** with any cover **we** will have the option to:
 - 1) avoid the policy which means that **we** will treat it as if it had never existed and repay the premium paid; and
 - 2) recover from **you** any amount **we** have already paid for any claims including costs or expenses **we** have incurred
 - ii) if **we** would have applied different terms to the cover **we** will have the option to treat this policy as if those different terms apply. **We** may recover any payments made by **us** on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied
 - iii) if **we** would have charged **you** a higher premium for providing the cover **we** will charge **you** the additional premium which **you** must pay in full.
- d) Where this policy provides cover for any person other than **you** and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession **we** will not invoke the remedies which might otherwise have been available to **us** under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than **you**.

Provided always that if the person concerned or you acting on their behalf makes a careless misrepresentation of fact **we** may invoke the remedies available to **us** under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

6. Fraudulent claims

If **you** or anyone acting on **your** behalf:

- a) makes a fraudulent or exaggerated claim under this policy; or
- b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or
- c) makes a false statement in support of a claim whether or not the claim is itself genuine; or
- d) submits a claim under this policy for loss or damage which **you** or anyone acting on **your** behalf or in connivance with **you** deliberately caused; or
- e) realises after submitting what **you** reasonably believed was a genuine claim under this policy and then fails to tell **us** that **you** have not suffered any loss or damage; or
- f) suppresses information which **you** know would otherwise enable **us** to refuse to pay a claim under this policy

we will be entitled to refuse to pay the whole of the claim and recover any sums that **we** have already paid in respect of the claim.

We may also notify you that **we** will be treating this policy as having terminated with effect from the date of any of the acts or omissions set out in clauses a) to f) of this condition.

If **we** terminate this policy under this condition **you** will have no cover under this policy from the date of termination and not be entitled to any refund of premium.

If any fraud is perpetrated by or on behalf of an insured person and not on behalf of **you** this condition should be read as if it applies only to that insured person's claim and references to this policy should be read as if they were references to the cover effected for that person alone and not to the policy as a whole.

7. Legal representatives

If **you** die **we** will insure **your** legal personal representatives for any liability **you** had previously incurred under this policy provided that they keep to the terms of this policy.

8. Payment by instalments

Where **we** refer in this policy to the payment of premiums this will include payment by monthly instalments. If **you** pay by this method this policy remains an annual contract. The date of payment and the amount of the instalment are governed by the terms of the credit agreement. If an instalment is not received by the due date then subject to the Consumer Credit Act 1974 if it applies the credit agreement and this policy will be cancelled immediately.

9. Recoveries

Any sums recovered following payment under this policy will after the deduction of the costs incurred in the course of such recovery be distributed as follows:

- a) firstly to **you** in respect of any sum by which the amount of the loss exceeded the **limit of indemnity**
- b) secondly to **us** to the extent of the **claim** paid or payable
- c) finally to **you** for the amount of any **excess** applicable.

10. Sanctions

Notwithstanding any other terms of this policy **we** will be deemed not to provide cover nor will **we** make any payment or provide any service or benefit to **you** or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of **yours** would violate any applicable trade or economic sanctions law or regulation.

Zurich Insurance plc

A public limited company incorporated in Ireland. Registration No. 13460.

Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.

UK Branch registered in England and Wales Registration No. BR7985.

UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

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