

PRODUCT PROFILE

CyberEdge 2019

CyberEdge 2019 is an insurance policy for providing the following insurances relating to cyber and data events:

- Security and Privacy Liability insurance,
- Network Interruption insurance,
- Event Management insurance,
- Cyber Extortion insurance.

Each of these insurances is provided in its own separate “Coverage Section”. Not all the insurances have to be bought. Subject to the insurer’s agreement, the Policyholder may purchase whichever of the Coverage Sections it wishes.

The policy also has a General Terms and Conditions section. This applies to all the insurances which are bought.

This document is written on the basis that the policy will be taken out without any agreed variation to its standard terms. If any such variation is agreed, some of the facts set out in this summary may not apply.

This document does not contain the full terms and conditions of the policy. The full terms and conditions are in the policy itself and its schedule, both of which will be issued following the policy being taken out or specimens of which can be supplied upon request prior to the policy being taken out. Scope and terms are subject to the terms and conditions of the policy.

Insureds

All Coverage Sections insure:

- the Policyholder (that is the organisation which takes out the policy) and
- the Policyholder’s subsidiaries.

“Company” and “Companies” throughout this product profile are used to refer to the Policyholder and its subsidiaries.

A number of Coverage Sections also insure persons and organisations in addition to the Companies. See under “Insureds” in the details below for each Coverage Section.

Security and Privacy Liability Coverage Section

Insureds

- the Companies,
- the Companies’ principals, partners, directors, officers and employees,
- independent contractors, temporary contract labourers, self-employed persons and labour-only sub-contractors under the direction and direct supervision of Companies but only in relation to services provided to Companies.

Insurance Coverage

This Coverage Section is insurance with regard to data breaches and IT security failures.

It insures:

1. all Companies for actions and investigations by data protection regulators which arise out of use, processing or control of personal information, providing cover for costs of response and defence and for lawfully insurable data protection fines (Insurance Cover 1.1),
2. all insureds for civil claims (including PCI-DSS assessments):
 - for unauthorised disclosure or transmission of personal information or third party confidential corporate information (Insurance Cover 1.2(i)),
 - for security failures consisting of unauthorised access to a Company’s computer system, loss of data by theft of hardware controlled by a Company or unauthorised corruption of software in that computer system (Insurance Cover 1.2(ii)), and
 - for failure to notify subjects or a regulator of an unauthorised disclosure or transmission of personal information (Insurance Cover 1.2(iii)),providing cover for defence costs and damages and, in respect of PCI-DSS assessments (Insurance Cover 1.2(iv)), amounts payable in connection with the demand from a payment card association.

Key Exclusions

- Conduct: (i) wilful disregard of rulings; (ii) dishonesty, fraud, criminal, reckless or malicious conduct, intentional violation of law,
- Natural disaster,
- Pollution,
- Prior claims and circumstances,
- Pending or prior proceedings or facts alleged in them,
- Satellite failure,
- Monetary value of cash or monetary instrument which is stolen or transferred from an insured's account or customer account,
- Taxes,
- Loss the insurer is prohibited from paying,
- Anti-trust (but exclusion does not apply to regulatory investigation relating to security failure or breach of confidential information),
- Assumed liability, guarantee, warranty (with exceptions relating to security failures, breaches of confidential information and payment card industry standards),
- Bodily injury and property damage,
- Employment practices (with exceptions relating to security failures and breaches of confidential information),
- Seizure of computer system by government entity or public authority,
- Infrastructure failure (does not apply to resulting security failures and breaches of confidential information),
- Claims by insureds except by personnel for breach of personal information,
- Patent and trade secret infringement or loss of registration rights,
- PCI-DSS assessment (unless insured validated as PCI-DSS compliant at the relevant time),
- Securities claims,
- War and terrorism (except cyber terrorism).

Network Interruption Coverage Section

Insureds

- the Companies.

Insurance Coverage

This Coverage Section is insurance for business interruption, and for costs and expenses, resulting from "Material Interruption", that is:

- suspension or degradation of a computer system causing a Company to be unable to continue its normal operating procedures, and
- loss of or damage to data on a computer system which prevents the Company from having access to the data and from continuing its normal operating procedure.

The Material Interruptions it covers depend on which "Covers" within the Coverage Section the Policyholder purchases. The Covers are:

- Security Failure Cover: Material Interruption to a Company's computer system caused by a security failure consisting of unauthorised access to that computer system, loss of data by theft

of hardware controlled by a Company or unauthorised corruption of software in that computer system,

- System Failure Cover: Material Interruption to a Company's computer system caused by an unintentional and unplanned outage,
- Voluntary Shutdown Cover: Material Interruption to a Company's computer system caused by the voluntary and intentional shutdown of that computer system after discovery of a security failure in order to limit loss (subject to this being done at the direction of persons stipulated in the policy),
- OSP Security Failure Cover: Material Interruption to an outside service provider's computer system caused by a security failure consisting of unauthorised access to that computer system,
- OSP System Failure Cover: Material Interruption to an outside service provider's computer system caused by an unintentional and unplanned failure of that system which prevents the outside service provider providing the services which it has contracted with a Company to provide.

In each case, the Material Interruption must exceed a specified number of hours for it to be covered.

With regard to Material Interruptions which are covered, it insures:

1. all Companies for reduction in business income and increased costs of working (subject to time limits) (Insurance Cover 1.1),
2. all Companies for costs of minimising and reducing the impact (Insurance Cover 1.2),
3. all Companies for fees and expenses of forensic accountants to quantify the reduction in business income and increased costs of working (Insurance Cover 1.3).

Key Exclusions

- Conduct: (i) wilful disregard of rulings; (ii) dishonesty, fraud, criminal, reckless or malicious conduct, intentional violation of law,
- Natural disaster,
- Pollution,
- Prior claims and circumstances,
- Pending or prior proceedings or facts alleged in them,
- Satellite failure,
- Monetary value of cash or monetary instrument which is stolen or transferred from an insured's account or customer account,
- Taxes,
- Loss the insurer is prohibited from paying,
- Betterment: costs of upgrade to higher level than before the insured event; software error removal costs,
- Bodily injury and property damage,
- Lost earnings, or costs, from unfavourable business conditions,
- Seizure of computer system by government entity or public authority,
- Infrastructure failure,
- Third party claims for legal remedy,
- Patent infringement,
- Trading losses,
- War and terrorism (except cyber terrorism).

Event Management Coverage Section

Insureds

- the Companies.

Insurance Coverage

This Coverage Section is an event management expenses insurance relating to cyber and data events.

The events are:

- Breach of Confidential Information, that is unauthorised disclosure or transmission of personal information or third party confidential corporate information,
- Security Failure, that is unauthorised access to a Company's computer system, loss of data by theft of hardware controlled by a Company or unauthorised corruption of software in that computer system, and
- Operational Failure, that is loss of data caused by negligent or unintentional act of an insured or an insured's service provider, by loss or theft of electronic equipment or by magnetic event (other than weapons or natural deterioration).

The Coverage Section insures all Companies for the events by providing:

- Legal Expenses for a Breach of Confidential Information or Security Failure (Legal Expenses are the fees and expenses of a law firm coordinating an IT services firm and public relations advisor, advising on notifications to data protection regulators, monitoring complaints by data subjects and advising on responses to the event so as to minimise harm to a Company),
- IT Expenses for a Breach of Confidential Information or Security Failure (IT Expenses are the fees and expenses of an IT services firm looking at how the event has occurred, its impact on data, containing the event and making recommendations for future prevention),
- Data Recovery Expenses for a Breach of Confidential Information, Security Failure or Operational Failure (Data Recovery Expenses are a Company's expenses to check on the damage to data and restore it),
- Reputation Protection Expenses for a Breach of Confidential Information or Security Failure (Reputation Protection Expenses are the fees and expenses of a law firm giving advice and support to mitigate reputational damage from media reporting of the event),
- Notification Expenses for a Breach of Confidential Information (Notification Expenses are a Company's expenses of setting up call centres, notifying data subjects and data protection regulators and collating information),
- Credit Monitoring and IT Monitoring Expenses for a Breach of Confidential Information (Credit Monitoring and ID Monitoring Expenses are a Company's expenses of credit and identity theft monitoring to spot possible misuse of personal information),
- First Response Expenses* for a Breach of Confidential Information or Security Failure (First Response Expenses are the expenses of a range of initial, emergency activities undertaken in the early hours of the event by a law firm, IT services firm or public relations advisor).

* **The Coverage Section provides First Response Expenses only if the Policyholder purchases the "First Response Cover".**

Key Exclusions

- Conduct: (i) wilful disregard of rulings; (ii) dishonesty, fraud, criminal, reckless or malicious conduct, intentional violation of law,
- Natural disaster,
- Pollution,
- Prior claims and circumstances,
- Pending or prior proceedings or facts alleged in them,
- Satellite failure,
- Monetary value of cash or monetary instrument which is stolen or transferred from an insured's account or customer account,
- Taxes,
- Loss the insurer is prohibited from paying,
- Betterment: costs of upgrade to higher level than before the insured event; software error removal costs,
- Bodily injury and property damage,
- Seizure of computer system by government entity or public authority,
- Infrastructure failure (does not apply to resulting Security Failures and Breaches of Confidential Information),
- Internal costs and staff costs,
- Patent and trade secret infringement or loss of registration rights,
- War and terrorism (except cyber terrorism).

Cyber Extortion Coverage Section

Insureds

- the Companies.

Insurance Coverage

This Coverage Section is insurance for threats to data and computer systems.

It insures all Companies for threats, combined with a demand for ransom, to:

- disclose or transmit personal information or third party confidential corporate information held by a Company or held by a third party to which the Company has entrusted such information,
- attack a Company's computer system, or
- disclose information about a vulnerability in a Company's computer system,

by reimbursing ransom paid by a Company and paying the fees and expenses of consultants to investigate the situation and assist with negotiation and resolution.

Key Exclusions

- Conduct: (i) wilful disregard of rulings; (ii) dishonesty, fraud, criminal, reckless or malicious conduct, intentional violation of law,
- Natural disaster,
- Pollution,
- Prior claims and circumstances,
- Pending or prior proceedings or facts alleged in them,
- Satellite failure,
- Monetary value of cash or monetary instrument which is stolen or transferred from an insured's account or customer account,

- Taxes,
- Loss the insurer is prohibited from paying,
- Natural disaster,
- Satellite failure,
- Monetary value of cash or monetary instrument which is stolen or transferred from an insured's account or customer account,
- Payments prevented by anti-terrorism legislation,
- Bodily injury and property damage,
- Regulatory or enforcement threat by government entity or public authority,
- Patent infringement,
- War and terrorism (except cyber terrorism).

Geographical Scope

Unless otherwise agreed between the insurer and the Policyholder when the policy is entered into and except as otherwise provided by an exclusion or other restrictive language, the policy is for losses, claims and events anywhere in the world.

Policy Duration

Standard policy duration of 12 months.

Law Governing the Policy

England and Wales.

Sums Insured

There are monetary limits and other restrictions to how much the insurer will pay under the policy. These limits are agreed between the insurer and the Policyholder when the policy is taken out.

Cancellation

The policy may be cancelled by the Policyholder providing written notice to the insurer.
The policy may be cancelled by the insurer for non-payment of the premium.

Trade and Economic Sanctions

Exclusion 11.7 of the General Terms and Conditions provides: "The **Insurer** shall not be deemed to provide cover and the **Insurer** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurer**, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the United Kingdom or the United States of America."

Making a claim under the policy

To make a claim under the policy, all notifications must be in writing to:

City Claims Unit – Financial Lines
AIG

The AIG Building
58 Fenchurch Street
London, EC3M 4AB

or by email to claims.pi@aig.com

Section 8.1 of the General Terms and Conditions sets out insureds' obligations when making a claim, including the requirement that written notice is given as soon as practicable. Failure to comply may result in the insurer not having to pay the claim.

With regard to cover in the Network Interruption Coverage Section, Section 4.1 of that Coverage Section requires Companies to complete and sign a written, detailed and affirmed proof of loss after resolution of the Material Interruption, to include the details set out in Section 4.1(i), and also to respond promptly to the insurer's requests for information.

With regard to cover for First Response Expenses in the Event Management Coverage Section, Section 4.1 of that Coverage Section requires Companies to notify the insurer by contacting the emergency number specified in the policy schedule as soon as reasonably practicable after the insured event occurs.

Other Key Obligations of the Insureds

Defence and Settlement (in section 8.3 of the General Terms and Conditions): "Each **Insured** shall have the obligation to defend and contest a **Claim** or **Regulatory Investigation** made against them unless the **Insurer**, in its sole and absolute discretion, elects in writing to take over and conduct the defence and settlement of the **Claim** or **Regulatory Investigation**."

Insurer's Consent (in section 8.4 of the General Terms and Conditions): "No **Insured** shall admit or assume any liability, enter into any settlement agreement, consent to any judgment, incur any **Defence Costs** or incur any other amounts where consent is required under this policy without the prior written consent of the **Insurer** (which shall not be unreasonably withheld or delayed, provided that the **Insurer** shall be entitled to exercise all of its rights under the policy)."

Cooperation (in section 8.6 of the General Terms and Conditions): "Each **Insured** will at their own cost:

- provide all reasonable assistance to the **Insurer** and co-operate in the investigation, defence, settlement or appeal of any **Insured Event** and the assertion of indemnification and contribution rights;
- use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any **Loss** under this policy;
- give such information and assistance to the **Insurer** as the **Insurer** may reasonably require to enable it to investigate any **Loss** or determine the **Insurer's** liability under this policy."

Subrogation (in section 3.4 of the General Terms and Conditions): "Where any amount is paid under this policy in respect of an **Insured Event**, the **Insurer** shall be subrogated to all rights of recovery of each **Insured** (whether or not the **Insured** has been fully compensated for its actual loss). The **Insurer** shall be entitled to pursue and enforce such rights in the name of the **Insured** and the **Insured** shall provide the **Insurer** with all reasonable assistance and co-operation in this regard including the execution of any necessary documents. No **Insured** shall do anything to prejudice the **Insurer's** rights of recovery."

Complaints

We believe you deserve courteous, fair and prompt service. If there is any occasion when our service does not meet your expectations please contact us using the appropriate contact details below, providing the Policy Number and the name of the Policyholder to help us deal with your comments quickly.

Claims related complaints

Write to: Head of Financial Lines & Professions Claims, AIG,
The AIG Building, 58 Fenchurch Street,
London, EC3M 4AB
Call: +44 (0)20 7954 7000
E-mail: claims.fl2@aig.com

All other complaints

Write to: Customer Relations Team, AIG,
The AIG Building, 2-8 Altyre Road,
Croydon, CR9 2LG
Call: 0800 012 1301
E-mail: uk.customer.relations@aig.com
Online: www.aig.co.uk/your-feedback

Lines are open Monday to Friday 9.15am – 5pm excluding bank holidays. The Customer Relations Team number above may not be available from outside the UK – so please call from abroad on +44 20 8649 6666. Calls may be recorded for quality, training and monitoring purposes.

We operate a comprehensive complaint process and will do our best to resolve any issue you may have as quickly as possible. On occasions however, we may require up to 8 weeks to provide you with a resolution. We will send you information outlining this process whilst keeping you informed of progress.

If we are unable to resolve your concerns within 8 weeks, you may be entitled to refer the complaint to the Financial Ombudsman Service. We will provide full details of how to do this when we provide our final response letter addressing the issues raised.

Please note that the Financial Ombudsman Service may not be able to consider a complaint if you have not provided us with the opportunity to resolve it.

The Financial Ombudsman Service can be contacted at:

Write to: Financial Ombudsman Service,
Exchange Tower, London E14 9SR
Call: 0800 023 4567 or 0300 123 9123
E-mail: complaint.info@financial-ombudsman.org.uk
Online: www.financial-ombudsman.org.uk

Following this complaint procedure does not affect your rights to take legal action.

The following applies if AIG Europe S.A. is the insurer, or an insurer, of the Policy:

As AIG Europe S.A. is a Luxembourg authorised insurance company, you may, in addition to the complaints procedure set out above, send any complaint you may have regarding AIG Europe S.A. to AIG Europe S.A., which can be contacted in writing at AIG Europe S.A., 35D Avenue JF Kennedy L- 1855 Luxembourg, Grand-Duchy of Luxembourg, by telephone: +352 2700 72 01 or e-mail: luxembourg.complaints@aig.com. AIG Europe S.A. will acknowledge the complaint within 10 business days of receiving it and provide an answer within one month (unless specific circumstances prevent AIG Europe S.A. from doing so, in which case you will be informed). If you are not satisfied with the AIG Europe S.A.'s response, you may contact the Luxembourg Commissariat Aux Assurances (CAA) by writing to CAA, 11 rue Robert Stumper, L-2557 Luxembourg, Grand-Duchy of Luxembourg, by email at reclamation@caa.lu or online through the CAA website: www.caa.lu. Following this complaints procedure or making use of one of the options above does not affect your right to take legal action.

Financial Services Compensation Scheme (FSCS)

American International Group UK Limited is covered by the FSCS. If it is unable to meet its financial obligations you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information about compensation scheme arrangements is available at www.fscs.org.uk or call (freephone) on 0800 678 1100 or +44 (0)20 7741 4100.

AIG Europe S.A. is not covered by the FSCS.

Privacy

American International Group UK Limited's Privacy Policy is available at www.aig.co.uk/privacy-policy or by requesting a copy from: Data Protection Officer, AIG, The AIG Building, 58 Fenchurch Street, London EC3M 4AB, UK or by email dataprotectionofficer.uk@aig.com

AIG Europe S.A.'s Privacy Policy is available at www.aig.lu/en/privacy or by requesting a copy from: Data Protection Officer, AIG Europe S.A. 35D Avenue John F Kennedy, L-1855 Luxembourg, Grand-Duchy of Luxembourg or by email to: dataprotectionofficer.lu@aig.com.

Before providing us with Personal Information about another individual you must (unless we agree otherwise): (a) inform the individual about the content of this notice and our Privacy Policy; and (b) obtain their permission (where possible) to share their Personal Information with us in accordance with the Privacy Policy.

London

58 Fenchurch Street
London EC3M 4AB
Tel: 020 7954 7000

Birmingham

Embassy House,
60 Church Street
Birmingham B3 2DJ
Tel: 0345 600 5678

Croydon

2-8 Altyre Road, Croydon
Surrey CR9 2LG
Tel: 020 8681 2556

Glasgow

Centenary House
69 Wellington St
Glasgow G2 6HG
Tel: 0141 303 4400

Manchester

4th Floor,
201 Deansgate
Manchester M3 3NW
Tel: 0161 832 8521

Outsourcing by AIG Europe S.A.

The following applies if AIG Europe S.A. is the insurer, or an insurer, of the Policy.

The Policyholder acknowledges and expressly accepts that AIG Europe S.A. may outsource certain services, activities or tasks to external providers (which may or may not be (a) regulated; or (b) located in the Grand-Duchy of Luxembourg) (the **Service Providers**).

In this context, the Policyholder expressly accepts that any data which it has provided to AIG Europe S.A., including data which may directly or indirectly identify the Policyholder, or a beneficial owner or an authorized representative of the Policyholder, may be communicated to Service Providers. The transfer and/or disclosure of information to Service Providers may continue as long as the Policyholder maintains its insurance relationship with AIG Europe S.A..

The list of outsourced services as well as the country of establishment of the Service Providers is available on AIG Europe S.A.'s website at the following address: www.aig.lu/en/professional-secrecy which will be updated from time to time. The Policyholder acknowledges (a) having read and accepted this list (b) that it will visit the website from time to time should it wish to access the most up to date list.

The Insurer

Before the Policyholder purchases the policy, it will be informed whether its insurer for the policy will be American International Group UK Limited or AIG Europe S.A. or both.

American International Group UK Limited

American International Group UK Limited is registered in England: company number 10737370. Registered address:

The AIG Building, 58 Fenchurch Street, London, EC3M 4AB. American International Group UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (FRN number 781109). This information can be checked by visiting the FS Register (www.fca.org.uk/register).

AIG Europe S.A.

AIG Europe S.A. is an insurance undertaking with R.C.S. Luxembourg number B 218806. AIG Europe S.A. has its head office at 35D Avenue John F. Kennedy, L-1855, Luxembourg. AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances 11 rue Robert Stumper, L-2557 Luxembourg, Grand-Duchy of Luxembourg, Tel.: (+352) 22 69 11 - 1, caa@caa.lu, www.caa.lu/. AIG Europe S.A. is deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority (FRN number 818443). This information can be checked by visiting the FS Register (www.fca.org.uk/register). Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

AIG Europe S.A. is a public limited company (société anonyme) incorporated in the Grand-Duchy of Luxembourg. AIG Europe S.A., UK Branch is registered in England and Wales respectively with branch establishment numbers BR020570. Registered branch office address: The AIG Building, 58 Fenchurch Street, London, EC3M 4AB, United Kingdom.



This provides a summary of cover only, for full details of policy coverage and exclusions refer to the policy wording.

American International Group, Inc. (AIG) is a leading global insurance organization. AIG member companies provide a wide range of property casualty insurance, life insurance, retirement solutions and other financial services to customers in approximately 70 countries and jurisdictions. These diverse offerings include products and services that help businesses and individuals protect their assets, manage risks and provide for retirement security. AIG common stock is listed on the New York Stock Exchange. Additional information about AIG can be found at www.aig.com | YouTube: www.youtube.com/aig | Twitter: @AIGinsurance www.twitter.com/AIGinsurance | LinkedIn: www.linkedin.com/company/aig. These references with additional information about AIG have been provided as a convenience, and the information contained on such websites is not incorporated by reference herein. AIG is the marketing name for the worldwide property-casualty, life and retirement and general insurance operations of American International Group, Inc. For additional information, please visit our website at www.aig.com. All products and services are written or provided by subsidiaries or affiliates of American International Group, Inc. Products or services may not be available in all countries and jurisdictions, and coverage is subject to underwriting requirements and actual policy language. Non-insurance products and services may be provided by independent third parties. Certain property-casualty coverages may be provided by a surplus lines insurer. Surplus lines insurers do not generally participate in state guaranty funds, and insureds are therefore not protected by such funds. American International Group UK Limited is registered in England: company number 10737370. Registered address: The AIG Building, 58 Fenchurch Street, London EC3M 4AB. American International Group UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (FRN number 781109). This information can be checked by visiting the FS Register (www.fca.org.uk/register). AIG Europe S.A. has its head office at 35D Avenue John F. Kennedy, L-1855, Luxembourg. AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances 11 rue Robert Stumper, L-2557 Luxembourg, Grand-Duchy of Luxembourg, Tel.: (+352) 22 69 11 - 1, caa@caa.lu, www.caa.lu/.