



CYBER SELECT

AS PART OF COMMERCIAL SELECT

POLICY WORDING

Introduction

Thank you for choosing Allianz Insurance plc.

We are one of the largest general insurers in the UK and part of the Allianz Group, one of the world's foremost financial services providers.

With Allianz Insurance plc you can be confident that you're insured by a company which is relentless in its commitment to protecting and serving you. You can trust us to insure your business as we've been providing leading insurance solutions in the UK for over 100 years.

We work in partnership with your insurance adviser to ensure you receive the highest levels of product and service excellence. Our technical experts understand how best to protect you against the risks your business faces.

If you need to make a claim you will be in safe hands. Our professionally trained staff aim to treat you, as you would expect, both promptly and fairly. By listening to you, and understanding your needs, we will provide you with the most appropriate solutions to get your business trading again as quickly as possible.

Important

Should you need further details or have any questions, your insurance adviser will be delighted to help.

This document provides details of your Policy and the terms and conditions that apply. Please read it carefully and keep it in a safe place.

Your Commercial Select Policy is made up of several parts which must be read together as they form your contract of insurance with Allianz Insurance plc. Please take time to read all parts of the Policy to make sure they meet your needs and that you understand the terms, conditions and exclusions. If you wish to change anything or there is anything you do not understand, please let your insurance adviser know.

The parts of the Policy which form your contract of insurance with Allianz Insurance plc are:

- this Introduction
- the proposal, presentation of the risk, or any other information supplied by you or on your behalf
- the Policy Definitions; the Insuring Clause; the General Exclusions and General Conditions, all of which apply to all Sections of the Policy (other than the Directors and Officers Liability, Cyber or Professional Indemnity Sections)
- the Sections of cover selected by you (as shown on the Schedule) excluding any Section covering Directors and Officers Liability, Cyber or Professional Indemnity
- the Exclusions and Conditions which apply to the Sections selected by you excluding any Section covering Directors and Officers Liability, Cyber or Professional Indemnity
- the Schedule, which includes all clauses applied to the Policy while the Policy is in force.

If you have taken out Directors and Officers Liability, Cyber and/or Professional Indemnity cover, each of those covers forms a separate contract of insurance between you and Allianz Insurance plc.

The parts of the Policy which form this separate contract or contracts of insurance with Allianz Insurance plc are:

- this Introduction (other than that part entitled 'Notifying a Claim')
- the proposal, presentation of the risk, or any other information supplied by you or on your behalf
- the Policy Definitions in so far as they are consistent with the definitions applied in the Directors and Officers Liability, Cyber or Professional Indemnity Sections
- the Insuring Clause
- the Directors and Officers Liability, Cyber or Professional Indemnity Section of cover selected by you (as shown on the Schedule)
- the Exclusions and Conditions which apply to the Directors and Officers Liability, Cyber or Professional Indemnity Section of cover selected by you
- the Schedule, which includes all clauses applied to the Policy while the Policy is in force.

Any word or expression in the Policy which has a specific meaning has the same meaning wherever it appears in the Policy, unless stated otherwise.

For ease of reference you will be given only one Policy number even if you have taken out Directors and Officers Liability, Cyber and/or Professional Indemnity cover.

Policy Definitions

The following definitions apply to this Policy, unless amended by Section Definitions, and are denoted by bold text throughout this Policy.

Policy

The contract of insurance formed of the documents described in the Introduction. Where cover is provided under the Directors and Officers Liability and/or Professional Indemnity **Sections, the Insured** has more than one contract of insurance and the definition of "the **Policy**" should be construed accordingly

Section/Sections

The parts of this **Policy** that detail the insurance cover provided for each individual **Section** of this **Policy**

Schedule

The part of this **Policy** that details information forming part of this contract of insurance and that shows the **Sections** of this **Policy** that are operative

The Insurer

Allianz Insurance plc

The Insured

The Insured named and shown in the **Schedule**

Period of Insurance

The period from the Effective Date to the Renewal Date as shown in the **Schedule**

Business

The Business Description stated in the **Schedule**

Premises

The Premises stated in the **Schedule**

Sum Insured

The maximum amount **the Insurer** will pay for each item insured under any **Section**

Total Sum Insured

The total of the **Sums Insured** for each item payable by **the Insurer** under any **Section**

Excess (*not applicable to the Employers' Liability Section*)

The first part of each and every claim, for which **the Insured** is responsible

United Kingdom

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands

Insuring Clause

In consideration of payment of the premium **the Insurer** will indemnify or otherwise compensate **the Insured** against loss, destruction, damage, injury or liability (as described in and subject to the terms, conditions, limits and exclusions of this **Policy** or any **Section** of this **Policy**) occurring or arising in connection with the **Business** during the **Period of Insurance** or any subsequent period for which **the Insurer** agrees to accept a renewal premium.

For Allianz Insurance plc

A handwritten signature in black ink that reads "Jonathan Dye". The signature is written in a cursive style with a large initial 'J'.

Jonathan Dye
Chief Executive

General Exclusions

This Policy does not cover

1. **Radioactive Contamination** (*Not applicable to the Computer, Engineering Machinery Damage, Engineering - Business Interruption, Fidelity Insurance, Cyber and Directors and Officers Sections*)

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature 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, reactor or other nuclear assembly or nuclear component thereof.
- c. any weapon or other device utilizing radioactive material and/or matter and/or ionising radiation and/or atomic or nuclear fission and/or fusion or other like reaction
- d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

Exclusions a. and b. do not apply to the Employers' Liability Section other than in respect of

- i. the liability of any principal
- ii. liability assumed by the Insured under a contract or agreement which would not have attached in the absence of such contract or agreement.

Exclusions c. and d. do not apply to the Employers' Liability, Public Liability, Public and Products Liability, Personal Accident and Business Travel Sections.

2. **War** (*Not applicable to the Computer, Engineering Machinery Damage, Engineering - Business Interruption, Employers' Liability, Personal Accident, Business Travel, Terrorism, Fidelity Guarantee, Cyber and Directors and Officers Sections*)

Loss, destruction, damage, death, injury, disablement or liability or any consequential loss occasioned by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

3. **Terrorism** (*Not applicable to the Computer, Engineering Machinery Damage, Engineering - Business Interruption, Employers' Liability, Public Liability, Products Liability, Environmental Impairment Liability, Directors and Officers, Personal Accident, Business Travel, Cyber or Terrorism [when insured as a separate section] Sections*)

- a. in respect of England, Wales and Scotland but not the territorial seas adjacent thereto as defined in the Territorial Sea Act 1987:
loss or destruction or damage or consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with
 - i. any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such Act of Terrorism
 - ii. any action taken in controlling, preventing or suppressing any Act of Terrorism, or in any other way related to such Act of Terrorism

In respect of a. above an Act of Terrorism (Terrorism) means:-

Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto

- b. in respect of territories other than those stated in a. above
loss or destruction or damage or any consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with
 - i. any act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such act of Terrorism
 - ii. any action taken in controlling, preventing or suppressing any act of Terrorism, or in any way related to such act of Terrorism

In respect of b. above an act of Terrorism (Terrorism) means:-

An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear

In any action suit or other proceedings where **the Insurer** alleges that by reason of this exclusion any loss or destruction or damage or any consequential loss is not covered the burden of proving to the contrary shall be upon **the Insured**.

In the event any part of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

4. Cyber Event (*Not applicable to Terrorism, Employers' Liability, Public Liability, Products Liability, Aviation Products Liability, Professional Indemnity, Computer, Engineering Machinery Damage, Engineering - Business Interruption, Directors and Officers, Cyber, Accident, Business Travel or Commercial Legal Expenses Sections*)

- a. Damage to, loss, destruction, distortion, erasure, corruption, alteration, theft or other dishonest, criminal, fraudulent or unauthorised manipulation of Electronic and digital data from any cause whatsoever (including, but not limited, to Computer attack) or loss of use, reduction in functionality, loss, cost, expense and/or fee of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss or damage.
- b. However, in the event that an insured event excluding riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or civil commotion or malicious persons results from any of the matters described in a. above, this Policy, subject to all its terms, provisions, conditions, exclusions and limitations, will cover a direct physical damage and/or a consequential loss therefrom occurring during the Policy period to property insured by this Policy directly caused by such insured event to the extent covered and not otherwise excluded under this Policy.

For the purposes of this Exclusion

Electronic and digital data means data of any kind including, but not limited to, facts, concepts, or other information in a form useable by computers or other electronic or electromagnetic data processing equipment. Electronic and digital data shall also include computer software and all other coded instructions for the processing or manipulation of data on any equipment.

Computer attack means any malicious direction of network traffic, introduction of malicious computer code, or other malicious attack directed at, occurring within, or utilizing the computer system or network of whatsoever nature.

General Conditions

1. Fair Presentation of the Risk

(Not applicable to the Directors and Officers Liability, Cyber and Professional Indemnity Sections)

- a. **The Insured** must make a fair presentation of the risk to **the Insurer** at inception, renewal and variation of the **Policy**.
- b. **The Insurer** may avoid the **Policy** and refuse to pay any claims where any failure to make a fair presentation is:
 - i. deliberate or reckless; or
 - ii. of such other nature that, if **the Insured** had made a fair presentation, **the Insurer** would not have issued the **Policy**.

The Insurer will return the premium paid by **the Insured** unless the failure to make a fair presentation is deliberate or reckless.

- c. If **the Insurer** would have issued the **Policy** on different terms had **the Insured** made a fair presentation, **the Insurer** will not avoid the **Policy** (except where the failure is deliberate or reckless) but **the Insurer** may instead:
 - i. reduce proportionately the amount paid or payable on any claim, the proportion for which **the Insurer** is liable being calculated by comparing the premium actually charged as a percentage of the premium which **the Insurer** would have charged had **the Insured** made a fair presentation; and/or
 - ii. treat the **Policy** as if it had included such additional terms (other than those requiring payment of premium) as **the Insurer** would have imposed had **the Insured** made a fair presentation.

For the purposes of this condition references to:

- a. avoiding a **Policy** means treating the **Policy** as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at the inception of the **Policy**), the renewal date (where the failure occurs at renewal of the **Policy**), or the variation date (where the failure occurs when the **Policy** is varied);
- b. refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires;
- c. issuing a **Policy** should be treated as references to issuing the **Policy** at inception, renewing or varying the **Policy** as the context requires;
- d. premium should be treated as the premium payable for the particular contract of insurance which is subject to this condition (where there is more than one contract of insurance).

2. Reasonable Precautions (Not applicable to the Directors and Officers Liability Section)

The Insured shall take all reasonable precautions to prevent accidents and any injury, loss, destruction or damage and shall take all reasonable steps to observe and comply with statutory or local authority laws, obligations and requirements.

3. **Claims** (Not applicable to the Directors and Officers Liability, Cyber or Environmental Impairment Liability Section)

Note that in addition to the General Claims Condition, Special or Additional Claims Conditions also apply to the individual Sections of the Policy. Please refer to each individual Section for details.

The Insured shall in the event of any injury, loss, destruction, damage or consequential loss as a result of which a claim is or may be made under this **Policy** or any **Section** of it, and again upon receipt by **the Insured** in writing of any notice of any claim or legal proceeding,

- a. notify **the Insurer** as soon as reasonably possible
- b. pass immediately, and unacknowledged, any letter of claim to **the Insurer**
- c. notify **the Insurer** immediately upon being advised of any prosecution, inquest or enquiry connected with any injury, loss, destruction, damage or consequential loss which may form the subject of a claim under this **Policy**
- d. notify the police as soon as it becomes evident that any loss, destruction or damage has been caused by theft or malicious persons
- e. carry out and permit to be taken any action which may be reasonably practicable to prevent further loss, destruction, damage or consequential loss
- f. retain unaltered and unrepaired anything in any way connected with the injury, loss, destruction, damage or consequential loss for as long as **the Insurer** may reasonably require
- g. furnish with all reasonable despatch at **the Insured's** expense such further particulars and information as **the Insurer** may reasonably require
- h. make available at **the Insured's** expense any documents required by **the Insurer** with regard to any letter of claim
- i. not pay or offer or agree to pay any money or make any admission of liability without the previous consent of **the Insurer**
- j. allow **the Insurer** in the name of and on behalf of **the Insured** to take over and, during such periods as **the Insurer** thinks proper, to have the absolute conduct and control of all negotiations and proceedings which may arise in respect of any claim and the settlement thereof and co-operate fully with **the Insurer** for that purpose.

No claim under this **Policy** shall be payable unless the terms of this General Condition have been complied with and any payment on account of a claim already made shall be repaid to **the Insurer**.

4. **Cancellation** (Not applicable to the Directors and Officers Liability or Cyber Sections)

Other than where General Condition 5 **Fraud** applies **the Insurer** may cancel this **Policy** by giving **the Insured** thirty (30) days' notice at their last known address. Provided the premium has been paid in full and no claim has been made during the **Period of Insurance**, **the Insured** shall be entitled to a proportionate rebate of premium in respect of the unexpired period of the insurance.

If the premium for this **Policy** is paid by instalments and in the event that **the Insured** fails to pay one or more instalments whether in full or in part **the Insurer** may cancel the **Policy** by giving fourteen (14) days notice in writing to **the Insured** sent to their last known address.

5. **Fraud** (Not applicable to the Directors and Officers Liability, Cyber and Professional Indemnity Sections)

If **the Insured** or anyone acting on **the Insured's** behalf:

- a. makes any false or fraudulent claim;
- b. makes any exaggerated claim;
- c. supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine);
- d. makes a claim for loss or damage which **the Insured** or anyone acting on **the Insured's** behalf deliberately caused,

the Insurer will:

- i. refuse to pay the whole of the claim; and
- ii. recover from **the Insured** any sums that it has already paid in respect of the claim.

The Insurer may also notify **the Insured** that it will be treating the **Policy** as having terminated with effect from the date of the earliest of any of the acts set out in sub-clauses a. - d. above. In that event, **the Insured** will:

- a. have no cover under the **Policy** from the date of the termination; and
- b. not be entitled to any refund of premium.

6. **Discharge of Liability**

(not applicable to the Directors and Officers Liability, Commercial Legal Expenses, Cyber or Professional Indemnity Sections, or (except in respect of Personal Liability Cover if insured by such Section) to the Business Travel Section)

The Insurer may at any time pay to **the Insured** in connection with any claim or series of claims

A the Limit of Indemnity

or

B the **Sum Insured**

or

C a lesser amount for which such claim or claims can be settled after deduction of any sums already paid.

Upon such payment **the Insurer** shall relinquish the conduct and control of and be under no further liability in respect of such claim or claims except for costs and expenses which **the Insurer** have already agreed to bear incurred prior to the date of such payment.

7. **Loss Reduction Conditions**

If **the Insured** does not comply with any part of any condition which makes payment of a claim conditional upon compliance with it (a condition precedent), **the Insurer** will not pay for any claim, except that where the condition concerned:

- a. operates only in connection with particular premises or locations, **the Insurer** will pay for claims arising out of an event occurring at other premises or locations which are not specified in the condition;
- b. operates only at particular times, **the Insurer** will pay for any claim where **the Insured** shows on the balance of probabilities that its non-compliance with the condition did not cause or contribute to the injury, loss, damage or liability which occurred;
- c. would, if complied with, tend to reduce particular types of injury, loss, damage or, as the context may require liability, **the Insurer** will pay for any claim where **the Insured** shows on the balance of probabilities that its non-compliance with the condition did not cause or contribute to the injury, loss, damage or liability which occurred.

8. **Law Applicable and Jurisdiction** (Not applicable to the Directors and Officers Liability or Cyber Sections)

Unless agreed otherwise by **the Insurer**:

- a. the language of the Policy and all communications relating to it will be English; and,
- b. all aspects of the Policy including negotiation and performance are subject to English law and the decisions of English courts.

9. **Rights of Parties** (Not applicable to the Directors and Officers Liability Section)

A person or company who was not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any term of this **Policy** but this does not affect any right or remedy of a third party which exists or is available apart from such Act.

10. **Assignment** (Not applicable to the Directors and Officers Liability or Cyber Sections)

The Insured shall not assign any of the rights or benefits under this **Policy** or any **Section** of this **Policy** without the prior written consent of **the Insurer**.

The Insurer will not be bound to accept or be affected by any notice of trust charge lien or purported assignment or other dealing with or relating to this **Policy** or any **Section** of this **Policy**.

11. **Survey and Risk Improvement - Subjectivity Condition** (Not applicable to the Directors and Officers Liability or Cyber Sections)

Subject to Survey

If this **Policy** has been issued or renewed subject to **the Insurer** completing a survey or surveys of the **Premises** or of any other location(s) as specified by **the Insurer**, then pending completion of such survey(s) indemnity is provided by **the Insurer** on the terms, conditions, exclusions and limits as specified in the **Policy** and in the **Sections** of the **Policy**

In the event that a survey should show that the risk or any part of it is not satisfactory in the opinion of **the Insurer**, then **the Insurer** reserves the right to

- a. alter the premium or terms and conditions
- b. exercise their right to cancel the **Policy**
- c. leave the premium or terms and conditions unaltered

The Insurer will advise **the Insured** of their decision and the effective date of such decision. If the premium terms or conditions are amended by **the Insurer** then **the Insured** will have fourteen (14) days to accept or reject the revised basis of indemnity

If **the Insured** elect to reject the revised basis of premium, terms or conditions then they shall be entitled to a proportionate refund of premium (subject to an administration charge) for the unexpired period of cover provided that no claim has been made during the current **Period of Insurance**

If **the Insurer** exercises their right to cancel the **Policy**, then **the Insured** shall be entitled to a proportionate refund of premium (subject to an administration charge) for the unexpired period of cover provided that no claim has been made during the current **Period of Insurance**.

Risk Improvements

It is a precedent to the liability of **the Insurer** that **the Insured** must comply with all survey risk improvements required by **the Insurer** within completion time scales specified by **the Insurer**

In the event that a risk improvement is not completed, or risk improvement procedures are not introduced, within the completion time scales specified by **the Insurer**, then **the Insurer** reserves the right to

- a. alter the premium or terms and conditions
- b. exercise their right to cancel the **Policy**
- c. leave the premium or terms and conditions unaltered

The Insurer will advise **the Insured** of their decision which will be effective either from the expiry of any time period specified by **the Insurer** for completion/introduction of the required survey risk improvements, or any other period specified by **the Insurer**

If the premium, terms or conditions are amended by **the Insurer** then **the Insured** will have fourteen (14) days to accept or reject the revised basis of indemnity

If **the Insured** elect to reject the revised basis of premium, terms or conditions then they shall be entitled to a proportionate refund of premium (subject to an administration charge) for the unexpired period of cover provided that no claim has been made during the current **Period of Insurance**

If **the Insurer** exercises their right to cancel the **Policy**, then **the Insured** shall be entitled to a proportionate refund of premium (subject to an administration charge) for the unexpired period of cover provided that no claim has been made during the current **Period of Insurance**

To the extent that this Condition conflicts with any other cancellation condition then this Condition shall prevail.

Except in so far as they are expressly varied by this Condition all of the terms, conditions, exclusions and limits of this **Policy** and of the **Sections** of the **Policy** shall continue to apply until advised otherwise by **the Insurer**.

Complaints

Our aim is to get it right, first time every time. If you have a complaint we will try to resolve it straight away but if we are unable to we will confirm we have received your complaint within five working days and do our best to resolve the problem within four weeks. If we cannot we will let you know when an answer may be expected.

If we have not resolved the situation within eight weeks we will issue you with information about the Financial Ombudsman Service (FOS) which offers a free, independent complaint resolution service.

If you have a complaint, please contact our Customer Satisfaction Manager at:

Customer Satisfaction Manager
Allianz Insurance plc
57 Ladymead
Guildford
Surrey
GU1 1DB

Telephone number: 01483 552438
Fax Number: 01483 790538
Email: accsm@allianz.co.uk

You have the right to refer your complaint to the Financial Ombudsman, free of charge - but you must do so within six months of the date of the final response letter.

If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Website: www.financial-ombudsman.org.uk
Telephone: 0800 023 4567 or 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk

Using our complaints procedure or contacting the FOS does not affect your legal rights.

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If you choose to submit your complaint this way it will be forwarded to the Financial Ombudsman Service.

Visit <https://ec.europa.eu/odr> to access the Online Dispute Resolution Service. Please quote our e-mail address: accsm@allianz.co.uk

Alternatively, you can contact the Financial Ombudsman Service directly.

Financial Services Compensation Scheme

Allianz Insurance plc contributes to the Financial Services Compensation Scheme (FSCS).

The Insured may be entitled to compensation from the FSCS if **the Insurer** is unable to meet its liabilities. Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

Fair Processing Notice - how we use personal information

1. Who we are

When **we** refer to "**we**", "**us**" and "**our**" in this notice it means Allianz Insurance plc or Allianz Engineering Inspection Services Limited.

When **we** say, "**individuals**" in this notice, **we** mean anyone whose personal information **we** may collect, including:

- anyone seeking an insurance quote from **us** or whose details are provided during the quotation process
- policyholders and anyone named on or covered by the policy
- anyone who may benefit from or be directly involved in the policy or a claim, including claimants and witnesses.

2. How we use personal information

We use personal information in the following ways:

- to provide quotes, administer policies and policyholder claims to fulfil **our** contract
- to administer third party claims and prevent financial crime to meet **our** legal obligations
- to manage **our** business and conduct market research to meet the legitimate needs of **our** business
- to send marketing information about **our** products and services if **we** have received specific consent.

There is no obligation to provide **us** with personal information, but **we** cannot provide **our** products and services without it.

Anyone whose personal information we hold has the right to object to us using it. They can do this at any time by telling us and we will consider the request and either stop using their personal information or explain why we are not able to. Further details can be found below.

3. Automated decision making, including profiling

We may use automated decision making, including profiling, to assess insurance risks and administer policies. This helps **us** decide whether to offer insurance, determine prices and validate claims.

Anyone subject to an automated decision has the right to object to it. To do so they should contact **us** by emailing **us** at accasm@allianz.co.uk and **we** will review the decision.'

4. The personal information we collect

We collect the following types of personal information so **we** can complete the activities in section 2, "How **we** use personal information"

- basic personal details such as name, age, address and gender
- family, lifestyle and social circumstances, such as marital status, dependants and employment type
- financial details such as direct debit or payment card information
- photographs and/or video to help **us** manage policies and assess claims
- tracking and location information if it is relevant to the insurance policy or claim
- identification checks and background insurance risk details including previous claims information
- medical information if it is relevant to the insurance policy or claim
- criminal convictions if it is relevant to the insurance policy or claim
- accessibility details if **we** need to make reasonable adjustments to help
- business activities such as goods and services offered.

5. Where we collect personal information

Direct from **individuals**, their representatives or information they have made public, for example, on social media.

From other persons or organisations, for example:

- credit reference and/or fraud prevention agencies
- emergency services, law enforcement agencies, medical and legal practices
- insurance industry registers and databases used to detect and prevent insurance fraud, for example, the Motor Insurance Database (MID), the Motor Insurers Anti-Fraud and Theft Register (MIAFTR) and the Claims and Underwriting Exchange (CUE)
- insurance investigators and claims service providers
- other insurers or service providers who underwrite the insurance or provide the services for **our** products
- other involved parties, for example, claimants or witnesses.

6. Sharing personal information

We may share personal information with:

- other companies within the global Allianz Group www.allianz.com
- credit reference, fraud prevention and other agencies that carry out certain activities on **our** behalf, for example, the Motor Insurance Database (MID), the Insurance Fraud Bureau (IFB) and marketing agencies if agreed
- **our** approved suppliers to help deal with claims or provide **our** benefit services, for example, vehicle repairers, legal advisors and loss adjusters
- other insurers, third party underwriters, reinsurers, insurance intermediaries, regulators, law enforcement and the Financial Ombudsman Service (FOS); and other companies that provide services to **us** or you, for example, the Employers Liability Tracing Office (ELTO) and the Claims and Underwriting Exchange (CUE)
- prospective buyers in the event that **we** wish to sell all or part of **our** business.

7. Transferring personal information outside the UK

We use servers located in the European Union (EU) to store personal information where it is protected by laws equivalent to those in the UK. **We** may transfer personal information to other members of the global Allianz Group to manage the insurance policy or claim; this could be inside or outside the EU. **We** have Binding Corporate Rules (BCRs) which are **our** commitment to the same high level of protection for personal information regardless of where it is processed. These rules align with those required by the European Information Protection authorities. For more information about BCRs, contact **our** Data Protection Officer.

Some of **our** suppliers have servers outside the EU. **Our** contracts with these suppliers require them to provide equivalent levels of protection for personal information.

8. How long we keep personal information

We keep information only for as long as **we** need it to administer the policy, manage **our** business or as required by law or contract.

9. Know your rights

Any **individual** whose personal information **we** hold has the right to:

- object to **us** processing it. **We** will either agree to stop processing or explain why **we** are unable to (the right to object)
- ask for a copy of their personal information **we** hold, subject to certain exemptions (a data subject access request)
- ask **us** to update or correct their personal information to ensure its accuracy (the right of rectification)
- ask **us** to delete their personal information from **our** records if it is no longer needed for the original purpose (the right to be forgotten)
- ask **us** to restrict the processing of their personal information in certain circumstances (the right of restriction)
- ask for a copy of their personal information, so it can be used for their own purposes (the right to data portability)
- complain if they feel their personal information has been mishandled. **We** encourage **individuals** to come to **us** in the first instance but they are entitled to complain directly to the Information Commissioners Office (ICO) www.ico.org.uk
- ask **us**, at any time, to stop processing their personal information, if the processing is based only on **individual** consent (the right to withdraw consent).

If you wish to exercise any of these rights please contact our Customer Satisfaction Manager:

Address: Customer Satisfaction Manager, Allianz, 57 Ladymead, Guildford, Surrey, GU1 1DB

Email: accsm@allianz.co.uk

Phone: 01483 552438

10.Allianz (UK) Group Data Protection Officer Contact details

Allianz Insurance plc and Allianz Engineering Inspection Services Limited are companies within the Allianz Holdings.

Any queries about how **we** use personal information should be addressed to **our** Data Protection Officer:

Address: Data Protection Officer, Allianz, 57 Ladymead, Guildford, Surrey GU1 1DB

Email: dataprotectionofficer@allianz.co.uk

Phone: 0330 102 1837

Changes to our Fair Processing Notice

Occasionally it may be necessary to make changes to this fair processing notice. When that happens **we** will provide an updated version at the earliest opportunity. The most recent version will always be available on **our** website www.allianz.co.uk

Consent for Special Categories of Personal Data

The global Allianz Group may need to collect and process data relating to **individuals** who may benefit from the policy ("Insured Persons"), which falls within the special categories of personal data under Data Protection Legislation, for example, medical history or convictions of Insured Persons for the purpose of evaluating the risk and/or administering claims which may occur. You must ensure that you have explicit verbal or written consent from the Insured Persons to such information being processed by the global Allianz Group and that this fact is made known to the Insured Persons. By applying for and/or entering into this insurance policy you will be deemed to specifically consent to the use of the Insured Persons Personal Data in this way and for these purposes and that your directors, officers, partners, and employees have consented to the global Allianz Group using their details in this way.

Employers Liability Tracing Office

If your policy provides Employers Liability cover information relating to your insurance policy will be provided to the Employers Liability Tracing Office (the "ELTO") and added to an electronic database, (the "Database") in a format set out by the Employer's Liability Insurance: Disclosure by Insurers Instrument 2010.

The Database assists individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK whilst working for employers carrying on, or who carried on, business in the UK and as a result are covered by the employers' liability insurance of their employers, (the "Claimants"):

- I. to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- II. to identify the relevant employers' liability insurance policies.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

The Database will be managed by the ELTO and further information can be found on the ELTO website www.elto.org.uk

Notifying a Claim

(Not applicable to Commercial Legal Expenses Section claims)

Claims under this **Policy** should be notified to **the Insurer** in accordance with General Condition 3 at the following Allianz Claims Handling Offices.

Please provide your policy number, and as much information as possible about the claim:

Allianz Claims Handling Office Telephone Numbers:

For Property Damage claims (handled in Birmingham)
Tel: 0344 412 9988

For Liability, Personal Accident and non medial Business Travel claims (handled in Milton Keynes)
Tel: 0344 893 9500

For Engineering claims (handled in Liphook)
Tel: 01483 265825
Email: claims@allianzengineering.co.uk

Lines are open from 9am to 5pm Monday to Friday. Outside our normal opening hours contact us on our 24 hour claim notification line - Tel: 0345 604 9824.

For Medical Emergency whilst overseas - Tel: +44(0) 208 603 9514.

For Cyber claims (handled in London by Allianz Global Corporate & Specialty)
Tel: 020 3451 3679 Lines are open 9am to 5pm Monday to Friday.

Should you need assistance outside of these hours, please call the same number and you will be provided details of our preferred suppliers who will be able to assist you.

Email: cyberclaims@allianz.com

IMPORTANT: please ensure you contact us as soon as you are first aware of the cyber incident as we will be able to support you by organising suppliers and services in order to mitigate the impact on your business

Allianz addresses for claims correspondence:

For all claims, other than Engineering claims:

Allianz Claims
PO Box 10509
51 Saffron Road
Wigston
LE18 9FP

For Engineering claims:

Claims Department
Allianz Engineering
Haslemere Road
Liphook
GU30 7UN

For Cyber Claims:

Allianz Global Corporate & Specialty
Allianz House
60 Gracechurch Street
London
EC3V 0HR

Commercial Legal Expenses Section Claims

If **the Insured** needs to make a **Claim** under any operative cover provided by the Legal Expenses **Section**, as stated in the **Policy Schedule** **the Insured** should call Lawphone Legal Helpline on **0370 241 4140** and quote the Master Policy reference contained within the **Policy Schedule**.

The Insured will be asked for a brief summary of the problem and these details will be passed on to an adviser who will call **the Insured** back. **The Insurer** will send **the Insured** a claim form. **The Insured** should fill in the claim form and return it to **the Insurer** without delay at the address shown below, together with a copy of **the Insured's** current **Policy Schedule** and payment in the form of a cheque made out to Allianz Legal Protection for the **Excess** due in respect of the **Claim**.

The Insurer will contact the **Insured Person** once the claim form, **Policy Schedule** and **Excess** payment have been received.

Please note that the **Insured Person** must not appoint a solicitor. If the **Insured Person** has already seen a solicitor before **the Insurer** has accepted the **Insured Person's** claim, **the Insurer** will not pay any fees or other expenses that the **Insured Person** has incurred.

If the **Insured Person's** claim is covered, **the Insurer** will appoint the **Legal Representative** that **the Insurer** has agreed to in the **Insured Person's** name and on the **Insured Person's** behalf, subject to the terms and conditions of the Legal Expenses **Section**. **The Insurer** will only start to cover the **Insured Person's Legal Expenses** from the time **the Insurer** has accepted the claim and appointed the **Legal Representative**.

The **Insurer's** address is:
The Claims Department
Allianz Legal Protection
2530 The Quadrant
Aztec West
Almondsbury
Bristol
BS32 4AW.

Claims Department opening hours: Monday to Friday - 9am to 5pm.

Additional Benefits

24 Hour Lawphone Legal Advice Helpline

When the Commercial Legal Expenses Section of this Policy is operative, the **Insured** gains the automatic benefit of access to a team of qualified legal advisers for advice on any commercial legal matter 24 hours a day, 365 days a year. The advice the **Insured** receives from the Lawphone Legal Advice Helpline will always be according to the laws of Great Britain and Northern Ireland.

To use this service ring **0370 241 4140**.

The **Insured** should quote the Master Policy reference contained within the **Policy Schedule** and provide a brief summary of the problem. The details will be passed to an adviser who will return the **Insured's** call.

All areas of **Business** law are covered. This advice is available to the **Insured** during the currency of the **Policy**, although no liability can be accepted for inability to provide advice due to breakdown or failure of the telephone network.

This telephone helpline is provided by Allianz Legal Protection, part of Allianz Insurance plc, who may record calls to protect the **Insured**.

Allianz Legal Online

When the Commercial Legal Expenses Section of this **Policy** is operative, the **Insured** has access to extensive on line **Business** support via Allianz Legal Online. This facility provides tools and services that will help the **Insured** to produce legal paperwork in connection with the **Insured's Business**, for example, bespoke contracts of employment. In addition it provides the **Insured** with up to date guidance and advice on many legal issues, such as, employment legal procedures, managing the **Insured's Business** and debt recovery. A registration number is required to access this web site www.allianzlegal.co.uk and this is shown on the **Policy Schedule**. If the **Insured** has any problems relating to the Legal Documentation Service please e-mail Epoq Sales Limited at support@allianzlegal.co.uk.

24 Hour Glass Replacement

Broken glass is dangerous and in some circumstances can be a security risk. Allianz have negotiated a special arrangement with Solaglas one of Britain's leading glass replacement specialists.

Solaglas will bill us direct; you pay nothing except for the excess and the VAT.

This service is available 24 hours a day, all year round. To use this service telephone FREE on 0800 474747 and state your Policy number.

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Cyber Section

Please read this **Section** carefully, hereunder the exclusions and duties of the **Insured**.

This **Section** applies only to:

- a) a **Claim** first made during the **Period of Insurance** or the **Discovery Period**, if applicable; and
- b) any **Privacy Breach, Confidentiality Breach, Cyber Extortion Threat, Business Interruption Event**, unavailability of the **Company's Computer System, Cyber Attack** or **Wrongful Act** which is first **Discovered** during the **Period of Insurance** and which are reported to the **Insurer** in accordance with this **Section's** provisions.

All covered costs including **Defence Costs** are part of and not in addition to the aggregate **Limit of Indemnity**.

Wherever the **Insurer** agrees to pay to or on behalf of the **Insured**, it is expected that the **Insured** shall fund the necessary payment and request that the **Insurer** reimburse this outlay either to themselves or to an agreed third party service provider.

Wherever the **Insurer** agrees to indemnify the **Insured**, the **Insurer** shall fund the necessary payment.

1. Cover

Subject to the **Limit of Indemnity** stated in the **Schedule** and in consideration of the payment of the premium the **Insurer** and the **Policyholder** agree as follows:

A) Third Party Liability

1.1 Privacy and Confidentiality Breach Cover

The **Insurer** will pay to or on behalf of an **Insured** for **Damages** and **Defence Costs** arising from a **Claim** first made against an **Insured**, or an **Outsourced Service Provider**, during the **Period of Insurance** or the **Discovery Period**, if applicable, for a **Privacy Breach** or **Confidentiality Breach**.

1.2 Network Security Cover

The **Insurer** will pay to or on behalf of an **Insured** for **Damages** and **Defence Costs** arising from a **Claim** first made against an **Insured** during the **Period of Insurance** or the **Discovery Period**, if applicable, for a **Security Wrongful Act**.

1.3 Media Liability Cover

The **Insurer** will pay to or on behalf of an **Insured** for **Damages** and **Defence Costs** arising from a **Claim** first made against the **Insured** during the **Period of Insurance** or the **Discovery Period**, if applicable, for a **Media Wrongful Act**.

This coverage is subject to the Media Liability Cover sublimit as specified in the **Schedule**.

1.4 Regulatory Costs and Fines Cover

The **Insurer** will pay to or on behalf of an **Insured** for **Fines and Penalties** and **Defence Costs** arising from a **Claim** by a **Regulator** first made against an **Insured** during the **Period of Insurance** or the **Discovery Period**, if applicable, for a **Privacy Breach** or **Confidentiality Breach**.

Coverage for **Fines and Penalties** is subject to the **Fines and Penalties** sublimit as specified in the **Schedule**.

1.5 Internal Investigation Cover

The **Insurer** will pay to or on behalf of an **Insured** for **Defence Costs** arising from an internal investigation or enquiry first commenced during the **Period of Insurance** or the **Discovery Period**, if applicable, by or on behalf of the **Company** into the affairs of an **Insured** in its capacity as such:

(a) in response to a direct request from a **Regulator**; or

(b) to assess whether a **Self Report** is required or advised or in preparation of or following a **Self Report**,

which arises out of a **Privacy Breach** or **Confidentiality Breach**.

1.6 Consumer Redress Fund Cover

The **Insurer** will pay to or on behalf of an **Insured** all sums of money the **Insured** is legally required to deposit in a fund for the payment of consumer claims, excluding any criminal fines or penalties, arising from a **Claim** or internal investigation covered under **Insuring Clauses 1.4 or 1.5**.

1.7 Payment Card Industry Data Security Standards (PCIDSS) Cover

The **Insurer** will pay to or on behalf of an **Insured** for **Damages**, **Defence Costs** and any sums of money incurred by and enforced against the **Insured** as a penalty pursuant to a written contract arising from a **Claim** first made against an **Insured** during the **Period of Insurance** or the **Discovery Period**, if applicable, by an **E-Payment Service Provider** for breach of any Payment Card Industry Data Security Standards.

This coverage is subject to the Payment Card Industry Data Security Standards (PCIDSS) Cover sublimit as specified in the **Schedule**.

B) Business Interruption

1.8 Business Interruption Loss Cover

The **Insurer** will pay to the **Insured** the **Business Interruption Loss** incurred within the **Indemnity Period** as a direct result of the total or partial unavailability of the **Company's Computer System**, which is first **Discovered** during the **Period of Insurance** and which is caused by a **Business Interruption Event**. Cover is only provided where the duration of the unavailability of the **Company's Computer System** exceeds the **Waiting Period**, in which case **Business Interruption Loss** will include amounts incurred during the **Waiting Period**.

C) Crisis Management

1.9 Crisis Management Costs Cover

The **Insurer** will pay to or on behalf of an **Insured**:

(a) Forensic Costs

the reasonable and necessary fees and expenses of an **IT Expert**, directly arising out of any actual, alleged or suspected **Privacy Breach, Confidentiality Breach, Cyber Attack** or **Business Interruption Event** first **Discovered** during the **Period of Insurance** to analyse the **Company's Computer System** in order to ascertain whether a **Privacy Breach, Confidentiality Breach** or **Cyber Attack** has occurred, the cause and extent of such **Privacy Breach, Confidentiality Breach** or **Cyber Attack** and how it can be mitigated;

(b) Data Breach Response Costs

the reasonable and necessary fees and expenses of an **IT Expert** or other external expert or service provider incurred by the **Insured**, with the prior written consent of the **Insurer**, directly arising out of any actual, alleged or suspected **Privacy Breach** or **Confidentiality Breach** first **Discovered** during the **Period of Insurance**:

(i) Data Identification and Preservation Costs

to identify and preserve relevant electronic data on the **Company's Computer System**;

(ii) Legal and Regulatory Advice Costs

to advise the **Insured** on its legal and regulatory duties to report such **Privacy Breach** or **Confidentiality Breach** to any data subject, **Third Party** or **Regulator**;

(iii) Notification Costs

to make notifications of such **Privacy Breach** or **Confidentiality Breach** to any data subject, **Third Party** or **Regulator** according to legal and regulatory duties;

(iv) Third Party Indemnification Advice Costs

to determine the extent of any relevant indemnification obligations contained in any written contract between the **Insured** and any third party service provider;

(v) Call Centre Costs

to operate a call centre for the benefit of affected data subjects and **Third Parties**;

(vi) Account and Credit Monitoring Costs

to establish and procure for the affected data subjects and **Third Parties**:

(A) new account numbers; and

(B) credit monitoring services for a period of up to 12 months following the **Privacy Breach** or **Confidentiality Breach**; and

(vii) Other Costs

to comply with any other legal requirement owed by the **Insured** to affected data subjects and **Third Parties**;

(c) **Loss Adjustor Costs**

the reasonable and necessary fees and expenses of an **IT Expert** or other external expert incurred by the **Insured**, subject to the Loss Adjustor Costs sublimit as specified in the **Schedule**, to determine the amount and the extent of a covered **Loss**; and

(d) **Reputation Advice Costs**

the reasonable and necessary costs incurred by the **Insured**, with the prior written consent of the **Insurer** and subject to the Reputation Advice Costs sublimit as specified in the **Schedule**, in retaining a crisis communications consultant appointed by the **Insured** with the prior written consent of the **Insurer**, to prevent or reduce the effects of negative publicity which the **Insured** reasonably believes arises from an event covered under this **Section**.

D) First Party Loss

1.10 **Hacker Theft Cover**

The **Insurer** will indemnify the **Insured** for loss of **Funds** wrongfully or erroneously paid by the **Insured** as a direct result of a **Cyber Attack** by a **Third Party** committed without collaboration with any **Insured**, which is first **Discovered** during the **Period of Insurance**.

This coverage is subject to the Hacker Theft Cover sublimit as specified in the **Schedule**.

1.11 **Cyber Extortion Cover**

The **Insurer** will pay to or on behalf of an **Insured** the **Cyber Extortion Loss** that the **Insured** incurs as a result of a **Cyber Extortion Threat** first **Discovered** during the **Period of Insurance**.

As a condition for payment under this cover the **Insured** will:

- (a) keep the terms and conditions of this Cyber Extortion Cover confidential, unless disclosure to law enforcement authorities is required;
- (b) take all reasonable steps to notify and cooperate with the appropriate law enforcement authorities; and
- (c) take all reasonable steps (including the involvement of a security consultant) with the **Insurer's** prior written consent, to mitigate the **Cyber Extortion Loss**.

This coverage is subject to the Cyber Extortion Cover sublimit as specified in the **Schedule**.

2. Extensions

2.1 Discovery Period

In the event this **Section** is neither renewed, for reasons other than for non-payment of the premium, nor replaced with similar insurance, the **Insured** will automatically be entitled, without any payment of any additional premium, to a **Discovery Period** of 60 days.

2.2 Emergency Costs

To the extent that it is not reasonably possible to obtain the **Insurer's** prior written consent, the **Insurer** will retroactively and subject to the terms of this **Section** approve the reasonable and necessary **Defence Costs** and costs covered under Insuring Clause 1.9(b) (Data Breach Response Costs) and Extensions 2.3 to 2.6.

This cover extension is subject to the Emergency Costs sublimit as specified in the **Schedule**.

2.3 Mitigation Costs for Claims

The **Insurer** will pay to or on behalf of an **Insured** the reasonable and necessary costs incurred by the **Insured** with the **Insurer's** prior written consent to mitigate or minimize **Damages** and **Defence Costs** that would otherwise be covered under this **Section**, but only to the extent that such costs do not exceed the amount by which covered **Damages** and **Defence Costs** are reduced.

This cover extension is subject to the Mitigation Costs for Claims sublimit as specified in the **Schedule**.

2.4 Mitigation Costs for Business Interruption

The **Insurer** will pay to or on behalf of an **Insured** the reasonable and necessary costs incurred by the **Insured** with the **Insurer's** prior written consent, which are over and beyond the normal business expenses to mitigate or minimize **Business Interruption Loss** that would be covered otherwise under the **Section** (including, where reasonable and necessary, forensic costs as described under section 1.9 (a)), but only to the extent that such costs do not exceed the amount by which covered **Business Interruption Loss** is reduced.

Cover is only provided where such unavailability of the **Company's Computer System** exceeds the **Waiting Period**, in which case the costs will include amounts incurred during the **Waiting Period**.

2.5 Restoration Costs

The **Insurer** will pay to or on behalf of an **Insured** **Restoration Costs** incurred as a direct result of a:

- (a) **Privacy Breach, Confidentiality Breach, Cyber Attack** or
- (b) **Business Interruption Event** causing the total or partial unavailability of the **Company's Computer System** which exceeds the **Waiting Period** (in which case the **Restoration Costs** will include amounts incurred during the **Waiting Period**),

but only where the relevant **Privacy Breach, Confidentiality Breach, Cyber Attack** or unavailability of the **Company's Computer System** is first **Discovered** during the **Period of Insurance**.

2.6 Betterment following an Insured Event

Following any **Privacy Breach, Confidentiality Breach, Cyber Attack** or unavailability of the **Company's Computer System**, first **Discovered** during the **Period of Insurance** or the **Discovery Period**, if applicable, the **Insurer** will pay to or on behalf of an **Insured** the reasonable and necessary costs incurred by the **Insured** with the **Insurer's** prior written consent, to rectify the underlying cause of such **Privacy Breach, Confidentiality Breach, Cyber Attack** or the **Business Interruption Event** causing such unavailability of the **Company's Computer System**, including but not limited to upgrading or improving the **Company's Computer System** or the **Company's** software, to the extent that such rectification is reasonably necessary to prevent any future **Privacy Breach, Confidentiality Breach, Cyber Attack** or **Business Interruption Event**.

Following an unavailability of the **Company's Computer System** such cover is only provided where the unavailability exceeds the **Waiting Period**, in which case the costs will include amounts incurred during the **Waiting Period**.

This cover extension is subject to the Betterment Following an Insured Event sublimit as specified in the **Schedule**.

2.7 Voluntary Notification Costs

The **Insurer** will pay to or on behalf of an **Insured** the reasonable and necessary fees and expenses incurred by the **Insured** to make voluntary notifications of any actual, alleged or suspected **Privacy Breach** or **Confidentiality Breach** first **Discovered** during the **Period of Insurance** or the **Discovery Period**, if applicable, to any data subject, **Third Party** or **Regulator**, provided the **Insurer** reasonably believes such voluntary notification will mitigate **Loss** otherwise covered under this **Section**.

This cover extension is subject to the Voluntary Notification Costs sublimit as specified in the **Schedule**.

2.8 Industrial Control Systems/Supervisory Control and Data Acquisition (SCADA) Systems

The definition of **Computer System** will be extended to explicitly include Industrial Control Systems, including any information technology to steer or control technical processes, embedded systems or other industrial IT.

2.9 Business Interruption due to Human Error or Technical Failure

The definition of **Business Interruption Event** will be extended to explicitly include any of the following events that occur in **Computer Systems** that are under direct operational control of the **Insured**:

- (a) accidental, unintentional or negligent act, error or omission of an **Insured Person** in the operation or maintenance of the **Company's Computer System**;
- (b) unexpected technical failure of the **Company's Computer System** which is not an operational error under (a) above or a **Cyber Attack**.

Technical failure includes:

- (i) failures in power supply, but only if the power supply is under direct operational control of the **Insured**;
- (ii) over and undervoltage;
- (iii) electrostatic build-up and static electricity;
- (iv) overheating;
- (v) a failed system upgrade;
- (vi) a software error;
- (vii) an internal network failure; and
- (viii) hardware failure.

This cover extension is subject to the Business Interruption due to Human Error or Technical Failure sublimit as specified in the **Schedule**.

2.10 Business Interruption due to Legal or Regulatory Requirement

The **Insurer** will pay to the **Insured** the **Business Interruption Loss** following the **Insured** actively causing the total or partial unavailability of the **Company's Computer System**, provided the **Insured** caused such unavailability:

- (a) complying with a legally binding order by a **Regulator** to the **Insured** to do so; or
- (b) fulfilling an enforceable legal or regulatory requirement of **Data Protection Regulations**,

in response to a **Privacy Breach** or **Confidentiality Breach** by the **Company** due to a **Business Interruption Event** first **Discovered** during the **Period of Insurance**.

Cover is only provided where such unavailability of the **Company's Computer System** exceeds the **Waiting Period**, in which case **Business Interruption Loss** will include amounts incurred during the **Waiting Period**.

2.11 Telephone Hacking

The **Insurer** will pay to the **Insured** the direct financial loss (including the cost of unauthorized calls or use of the **Insured's** bandwidth), which is first **Discovered** during the **Period of Insurance** and incurred by the **Insured** as a direct result of the **Insured's** telephony system being hacked by a **Third Party**.

This coverage is subject to the Telephone Hacking sublimit as specified in the **Schedule**.

2.12 Criminal Reward Fund

Following any event covered under sections 1.1, 1.2, 1.9 or 1.11, at its sole discretion the **Insurer** may pay a **Criminal Reward Fund** on behalf of the **Insured**. No **Deductible** shall apply for the purposes of this Extension,

This coverage is subject to the Criminal Reward Fund sublimit as specified in the **Schedule**.

3. Definitions

In this **Section** the following words in bold will have the following meaning:

- 3.1 **Business Interruption** means the necessary and complete interruption or the necessary slowdown of the **Company's** operations.
- 3.2 **Business Interruption Event** means a **Cyber Attack** that occurs in **Computer Systems** that are under direct operational control of the **Insured**.
- 3.3 **Business Interruption Loss** means the amount by which the **Company's** net operating profit (excluding profits out of capital and investment gains and before tax) during the **Indemnity Period** falls below the projected **Company's** net operating profit for that period as a direct result of a **Business Interruption** due to the total or partial unavailability of the **Company's Computer System**. For the purpose of projecting the net operating profit during the **Indemnity Period** which would have been earned if the **Business Interruption** had not occurred, the **Company's** revenues during the 36 months prior to the unavailability will be taken into consideration as well as all relevant trends and business developments that would have affected the **Company's** net operating profit without the unavailability of the **Company's Computer System**,

this includes:

fixed charges and other operating expenses, but only to the extent that such expenses must continue during the **Indemnity Period** and to the extent that these expenses are not covered by the **Company's** revenues as a direct result of the total or partial unavailability of the **Company's Computer System**.

Any losses calculated will be reduced by any related benefits received by the **Company** that arise as a consequence of the **Business Interruption**, including but not limited to:

- (a) any alternative methods used by the **Company** to maintain its revenue stream;
- (b) any additional profits made by the **Company** that occur within 6 months of the **Business Interruption**; or
- (c) any sums saved during the **Indemnity Period** in respect of any variable charges and expenses of the **Company**.

Business Interruption Loss will not include:

- (i) loss resulting from suspension, cancellation or lapse of any lease, contract, license or orders by the **Company**;
- (ii) fines and damages for breach of contract or for late or non-completion of orders; or
- (iii) penalties of any nature.

3.4 **Claim** means:

- (a) any written demand, suit or proceeding; and
- (b) for the purposes of Insuring Clause 1.4 only:
 - (i) any official, administrative or regulatory investigation or audit conducted by a **Regulator**; or
 - (ii) any criminal prosecution brought by or at the instigation of a **Regulator**.

A **Claim** will be deemed to be first made or commenced when any of the **Company's** directors or officers, partners or any member of the **Company's** risk management department, legal department, IT department or HR department or any senior manager of any other department first becomes aware of it.

3.5 **Company** means the **Policyholder** and its **Subsidiaries**.

3.6 **Company's Computer System** means a **Computer System** the **Company** leases, owns or operates or which is made available or accessible to the **Company** for the purpose of storing and processing the **Company's** electronic data or software.

3.7 **Computer System** means a computer and all input, output, processing, storage, intranets and communication facilities including related communication or open systems networks and extranets which are connected directly or indirectly to such a device.

3.8 **Confidential Information** means:

- (a) confidential information which is in the care, custody or control of an **Insured** in the ordinary course of its business; and
- (b) information provided to the **Insured** which the **Insured** agrees in writing to treat as confidential.

3.9 **Confidentiality Breach** means:

- (a) the accidental or negligent disclosure by the **Insured** or the **Outsourced Service Provider** of **Confidential Information**; or
- (b) the unauthorised access to or use of **Confidential Information** stored in the **Company's Computer System**.

3.10 **Criminal Reward Fund** means an amount offered by the **Insurer** to the provider of information that leads to the arrest and conviction of any **Third Party** committing or attempting to commit any illegal activity related to the coverage under the following covers: -

- (a) 1.1 Network Security Cover;
- (b) 1.2 Privacy and Confidentiality Breach Cover;
- (c) 1.9 Crisis Management Costs Cover; or
- (d) 1.11 Cyber Extortion Cover.

3.11 **Cyber Attack** means an intrusion into the **Company's Computer System** which results in unauthorised access or use of the **Company's Computer System** or unauthorised modification, destruction, deletion, transmission or copying of electronic data or software or consumption of computer resources, including denial of service attacks.

3.12 **Cyber Extortion Loss** means:

- (a) reasonable and necessary fees, costs and expenses incurred by or on behalf of the **Insured** with the prior written consent of the **Insurer** directly resulting from a **Cyber Extortion Threat**; and
- (b) monies payable by the **Insured** with the prior written consent of the **Insurer** in order to resolve or terminate a **Cyber Extortion Threat**.

3.13 **Cyber Extortion Threat** means a credible and probable threat by an extortionist to cause a **Privacy Breach, Confidentiality Breach** or **Cyber Attack**.

3.14 **Damages** means the following, incurred as a result of a **Claim**:

- (a) any amounts that an **Insured** will be legally liable to pay to a **Third Party** in respect of judgments or arbitral awards rendered against an **Insured**;
- (b) monies payable by an **Insured** to a **Third Party** pursuant to a settlement agreement negotiated by the **Company** with the prior written approval of the **Insurer**; and
- (c) punitive or exemplary damages where insurable by the law of this **Section** and the jurisdiction in which the payment is to be made.

Damages will not include:

- (i) the loss, offset or return of fees, commissions, royalties, bonuses or profits by the **Insured** or the costs to reperform any services;
- (ii) the costs to comply with any order for, grant of or agreement to provide injunctive or other non-monetary relief;
- (iii) the costs to design, upgrade, maintain, or improve a **Computer System** or software, including correcting any deficiencies or problems; or
- (iv) taxes, fines or contractual penalties, unless covered under Insuring Clauses 1.4 or 1.7.

3.15 **Data Protection Legislation** means any law or regulation regulating the processing of personal information, including the Data Protection Act 2018.

3.16 **Defence Costs** means reasonable and necessary legal fees, costs and expenses incurred by or on behalf of the **Insured**, with the prior written consent of the **Insurer**,

- (a) in relation to the investigation, response, defence, appeal or settlement of a **Claim**, including the costs of attachment or similar bonds provided the **Insurer** will have no obligation to furnish such bonds;
- (b) in relation to preparing, investigation, response or defence of a **Self Report** and/or assessing whether a **Self Report** is required or advised.

Defence Costs will not include any internal costs of the **Insured** (e.g. wages, salaries or other remuneration) or any amount paid by the **Insurer** or any other insurer pursuant to any policy or policies of insurance, other than this **Section**, under which there is a duty to defend.

- 3.17 **Discovered** or **Discovery** means the first manifestation of the **Insured's** directors and officers, partners or any member of the **Insured's** risk management department, legal department, IT department or HR department, or any senior manager of any other department, becoming aware of an event under Insuring Clauses 1.8, 1.9, 1.10 or 1.11 or reasonably suspecting that such event has occurred, and which would cause this person to reasonably assume that a **Loss** covered under Insuring Clauses 1.8, 1.9, 1.10 or 1.11 has been or is likely to be incurred, even though the exact amount or detail of the **Loss** may not be known at that time.
- 3.18 **Discovery Period** means the period commencing immediately after the expiry of the **Period of Insurance**, during which written notice may be given to the **Insurer** of a **Claim** arising from a **Wrongful Act, Confidentiality Breach** or **Privacy Breach** that occurred prior to the expiry date of the **Period of Insurance** and only where **Loss** arising from such **Claim** is not partially nor wholly covered by any other insurance policy in force after the expiry date of the **Section**.
- 3.19 **E-Payment Service Provider** means one of the following service providers: American Express, Mastercard, Visa, Maestro Card or any other similar service provider.
- 3.20 **Fines and Penalties** means all monetary fines and penalties insurable by the law of this **Section** and the jurisdiction in which the payment is to be made, which the **Insured** is legally obligated to pay.
- 3.21 **Funds** means any cash, money or currency owned by the **Company** or held by a financial institution in an electronic form on behalf of the **Company**.
- 3.22 **Insured** means the **Company** and the **Insured Persons**.
- 3.23 **Insured Persons** means any person who was, is, or during the **Period of Insurance** becomes a **Company's** director, officer or employee.
- 3.24 **Indemnity Period** means the period which starts when the **Business Interruption** first occurs and ends when the **Business Interruption** has ended, but will be no longer than 180 days.
- 3.25 **IT Expert** means any external IT expert appointed by the **Insured** with the prior written consent of the **Insurer**.
- 3.26 **Limit of Indemnity** means the Section Limit of Indemnity specified in the **Schedule**.

3.27 **Loss** means:

- (a) **Damages**;
- (b) **Defence Costs**;
- (c) **Fines and Penalties** covered under Insuring Clause 1.4;
- (d) sums covered under Insuring Clause 1.6 (Consumer Redress Funds);
- (e) contractual penalties covered under Insuring Clause 1.7. (PCIDSS);
- (f) costs covered under Insuring Clause 1.9 (Crisis Management);
- (g) **Restoration Costs**;
- (h) **Cyber Extortion Loss**;
- (i) **Business Interruption Loss**;
- (j) loss of **Funds** covered under Insuring Clause 1.10 (Hacker Theft);
- (k) sums covered under Section 2. Extensions; and
- (l) any other amount the **Insurer** is liable to pay under the terms and conditions of this **Section**.

3.28 **Media Wrongful Act** means, in the context of the **Insured's** publication or broadcasting of any digital media content, any actual or alleged:

- (a) defamation, unintentional infringement of any intellectual property (other than patent infringement), misappropriation or theft of ideas or information;
- (b) invasion, infringement or interference with an individual's rights of privacy or publicity, disclosure of private facts and commercial appropriation of name, persona or likeness;
- (c) unfair competition, but only if alleged in conjunction with any of the acts listed in (a) or (b) above; or
- (d) negligence by the **Insured** with respect to any digital media content.

3.29 **Merger or Acquisition** means:

- (a) the merger of the **Policyholder** with, or consolidation into, another entity;
- (b) the sale of all or the majority of the **Policyholder's** assets to another entity; or
- (c) the acquisition by any natural person or entity acting alone or in concert of securities or voting rights which results in ownership or control by such natural person or entity of more than 50% of the outstanding securities representing the present right to vote for the election of the board of directors of the **Policyholder**.

3.30 **Outsourced Service Provider** means any **Third Party** who stores or processes, pursuant to a written contract, **Personally Identifiable Information** or **Confidential Information**.

- 3.31 **Personally Identifiable Information** means any personal data controlled or processed by the **Insured** that is subject to protection by any **Data Protection Legislation**.
- 3.32 **Policyholder** means **The Insured** as stated in the **Schedule**.
- 3.33 **Privacy Breach** means:
- (a) any unauthorised disclosure by **the Insured** or by the **Outsourced Service Provider** of any **Personally Identifiable Information**; or
 - (b) any unauthorised access to or use of **Personally Identifiable Information** in the **Company's Computer System**,
- in actual or alleged breach of any **Data Protection Legislation**.
- 3.34 **Regulator** means any official or public body with responsibility to enforce **Data Protection Legislation** including but not limited to the Information Commissioner's Office.
- 3.35 **Related Events** means all **Losses** or **Claims** which arise out of, are based upon, attributable to or connected in any way to the same originating cause or source.
- 3.36 **Responsible Person** means the **Company's** Chief Executive Officer, Chief Financial Officer, Chief Risk Officer, General Counsel, Head of IT, Head of HR, Data Protection Officer and Chief Compliance Officer or any **Insured Person** in a functionally equivalent position.
- 3.37 **Restoration Costs** means the reasonable and necessary costs of an **IT Expert** incurred by the **Insured** as a direct result of any **Privacy Breach, Confidentiality Breach, Cyber Attack** or **Business Interruption Event** to:
- (a) restore the **Company's Computer System** to the same level of functionality which existed immediately prior to such **Privacy Breach, Confidentiality Breach, Cyber Attack** or **Business Interruption Event**; and
 - (b) technically restore, retrieve or reinstall electronic data or software, including the cost of purchasing a software licence necessary to reproduce such electronic data or software.
- Restoration Costs** will not include:
- (i) costs to comply with any order for, grant of or agreement to provide injunctive or other non-monetary relief;
 - (ii) legal costs or legal expenses of any type;
 - (iii) costs that the **Insured** would have incurred anyway, without the **Privacy Breach, Confidentiality Breach, Cyber Attack** or **Business Interruption Event** (e.g. maintenance cost);
 - (iv) costs for the correction of incorrect manual input of electronic data;
 - (v) costs to design, upgrade, maintain, or improve the **Company's Computer System** or software, unless otherwise covered under Extension 2.6 Betterment following an Insured Event; or
 - (vi) the **Insured's** own internal costs (e.g. labour costs, overheads, etc) unless the **Insurer** provides its written consent to such costs.

- 3.38 **Deductible** means the amount specified in the Cyber Section Schedule.
- 3.39 **Security Wrongful Act** means any actual or alleged act, error or omission of the **Insured** as a result of which a **Cyber Attack** occurred.
- 3.40 **Self Report** means the report to any **Regulator** by any **Insured** pursuant to an obligation to inform the **Regulator** of matters giving rise to actual or potential regulatory issues, where failure to give such notification or delay in notifying, can itself give rise to enforcement consequences.
- 3.41 **Subsidiary** means any entity that during the **Period of Insurance** the **Policyholder** either directly or indirectly:
- (a) controls the composition of the board of directors;
 - (b) holds more than 50% of the voting shares; or
 - (c) holds more than 50% of the issued share capital.
- Cover for any **Subsidiary** will only apply to **Loss** which results directly or indirectly from any **Confidentiality Breach, Privacy Breach, Wrongful Act, Cyber Attack, Cyber Extortion Threat** or **Business Interruption Event** which took place, and are **Discovered**, while such entity is a **Subsidiary** of the **Policyholder**.
- 3.42 **Third Party** means any natural or legal person except the **Insured**.
- 3.43 **Waiting Period** means the period as specified in the **Schedule**, taken from the beginning of the **Business Interruption**.
- 3.44 **Wrongful Act** means any **Security Wrongful Act** and/or **Media Wrongful Act**.

4. Exclusions

A) General Exclusions

No coverage will be available under this **Section** with respect to any **Loss** arising out of, based upon or attributable to:

4.1 Dishonest or Improper Conduct

any:

- (a) deliberate criminal, fraudulent, dishonest or malicious act or omission; or
- (b) intentional breach or knowing violation of any duty, obligation, contract, law or regulation; or
- (c) intentional causing of a **Business Interruption Loss**,

by any **Insured**.

Provided, however, the **Insurer** will advance **Defence Costs** until there is:

- (i) a final decision of a court, arbitration tribunal or **Regulator**; or
- (ii) a written admission,

which establishes such behaviour. Following such finding the **Insured** will promptly repay to the **Insurer** any amount paid to or on behalf of the **Insured** under this **Section**.

No conduct, act or omission of one **Insured** will be imputed to any other **Insured**.

Notwithstanding the above, the knowledge possessed by and any conduct, act or omission of any past, present or future **Responsible Person** will be imputed to all **Companies**.

4.2 Bodily Injury and Property Damage

any actual or alleged bodily injury, sickness, mental anguish or emotional distress or disturbance, disease or death of any person howsoever caused or damage to or destruction of any tangible property, including loss of use thereof. Electronic data and software are not considered tangible property.

However, this exclusion will not apply to **Claims** to the extent that they:

- (a) are in respect of mental anguish or emotional distress or disturbance of a data subject resulting from a **Privacy Breach** or **Media Wrongful Act**; or
- (b) are for a **Privacy Breach** or **Confidentiality Breach** resulting from a loss or theft of elements of the **Company's Computer Systems**.

4.3 Contractual Liability

any liability under any contract, agreement, guarantee or warranty assumed or accepted by an **Insured** except to the extent that:

- (a) such liability would have attached to an **Insured** in the absence of such contract, agreement, guarantee or warranty;
- (b) coverage is afforded under Insuring Clause 1.7;
- (c) such liability is the subject of a confidentiality agreement or non-disclosure agreement entered into by an **Insured**.

4.4 Prior claims and Circumstances

any **Claim, Confidentiality Breach, Privacy Breach, Cyber Attack, Cyber Extortion Threat, Business Interruption Event, Wrongful Act** or any fact, event or circumstance which is likely to give rise to a **Claim, Confidentiality Breach, Privacy Breach, Cyber Attack, Cyber Extortion Threat, Business Interruption Event or Wrongful Act**:

- (a) notified to any prior insurance policy; or
- (b) which a **Responsible Person** was aware of, or after reasonable enquiry should have been aware of, prior to the **Period of Insurance**.

4.5 Trade Secrets and Intellectual Property

any actual or alleged plagiarism of, or infringement of any rights with respect to, information including a formula, compilation, pattern, programme, device, method, process or technique that derives independent economic value, actual or potential, from not being generally known and not readily ascertainable through proper means by another person who can obtain economic advantage from its disclosure or use, patents, trademarks, trade names, copyrights, licenses or any other form of intellectual property. However, this exclusion will not apply to coverage afforded under Insuring Clause 1.3.

4.6 War, Looting and Governmental Acts

war, any invasion, act of foreign enemy, hostile operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, riot or civil commotion assuming the proportion of or amounting to a popular uprising, military or usurped power or martial law, looting and any expropriation, nationalisation, confiscation, requisition, seizure or any other act by or under order of any governmental, de facto or public local authority. However, this exclusion will not apply to coverage afforded under Insuring Clause 1.4 or for **Business Interruption Loss** covered under Extension 2.9.

4.7 Trading

any losses or liabilities connected with any types of purchase or sale transactions or other dealing in securities, commodities, derivatives, foreign or Federal funds, currencies, foreign exchange, and the like.

4.8 **Pollution**

any discharge, dispersal, seepage, migration, release or escape of:

- (a) any solid, liquid, gaseous, biological or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, radiation and waste. Waste includes materials to be recycled, reconditioned or reclaimed;
- (b) electromagnetic energy, radiation or fields; or
- (c) nuclear or other radiation.

4.9 **Natural Perils**

any electromagnetic fields, radiation, earthquake, windstorm or other natural peril.

4.10 **Licensing Fees**

any actual or alleged licensing fee or royalty payment including, but not limited to, any obligation to pay such fees or royalty payments. However, this exclusion shall not apply to **Restoration Costs** incurred to purchase a software license necessary to reproduce electronic data or software.

4.11 **Securities Claims**

any actual or alleged violation of any statutory or common laws, rules or regulations regulating securities, the purchase or sale or offer or solicitation of an offer to purchase or sell securities, issuance or any registration relating to securities, including but not limited to the UK Financial Services and Markets Act 2000, the United States Securities Act of 1933 and the United States Securities Exchange Act of 1934 (or any amendments thereof).

4.12 **Company versus Insured Claims**

any **Claim** brought by, on behalf of, or at the instigation of any **Company**.

4.13 **Inadequate Description and Financial Communications - applicable to Insuring Clause 1.3 only**

any:

- (a) actual or alleged inadequate, inaccurate or incomplete description of the price of goods, products, services and cost guarantees, cost representations, cost estimates and the authenticity of any goods, products or services or the failure of any goods, products or services to confirm with any representation regarding their quality or performance;
- (b) actual or alleged errors in financial data or information disseminated or publicised by the **Company**; or
- (c) gambling, lottery, contest, promotional game or other games of chance.

B) Exclusions applicable only to Insuring Clause 1.8. (Business Interruption Loss), Extension 2.5(b) (Restoration Costs) and Extension 2.9 (Business Interruption due to Legal or Regulatory Requirement)

Only with respect to Insuring Clause 1.8, Extension 2.5(b) and Extension 2.9, no coverage will be available under this **Section** with respect to any Loss arising out of, based upon or attributable to:

4.14 Network Interruption

any interruption or disturbance of electricity, internet, cable, satellite, telecommunication or other infrastructure, including disturbance of services provided by the service provider that hosts the **Insured's** website, blackouts and brownouts. This exclusion will only apply to such interruptions and disturbances that are outside of the **Insured's** control.

4.15 Scheduled interruption

any scheduled interruption of the **Company's Computer System** including any downtime that is the result of a planned outage lasting longer than initially planned or expected.

4.16 Unexpected Demand

the Insured's failure to anticipate or plan for normal or above normal operational demand for the **Company's Computer System** except where this demand is the result of a **Cyber Attack**.

C) Exclusion applicable only to Extension 2.12 (Criminal Reward Fund)

No coverage will be available under this **Section** with respect to any **Criminal Reward Fund** arising out of, based upon or attributable to any information provided by any **Insured**, an **Insured's** auditors, any individual hired or retained to investigate the illegal activity referred to in Extension 2.12 (Criminal Reward Fund), or any other individuals with responsibilities for the supervision or management of the aforementioned individuals.

5. Duties of the Insured

5.1 Reasonable Precautions

The **Insured** will take all reasonable measures (taking into account the size and complexity of the **Insured** and resources available) to safeguard the **Company's Computer System** and prevent the occurrence, and minimize the impact, of any **Cyber Attack** or **Business Interruption Event**.

No conduct, act or omission of one **Insured** will be imputed to any other **Insured**.

Notwithstanding the above, the knowledge possessed by and any conduct, act or omission of any past, present or future **Responsible Person** will be imputed to all **Companies**.

6. In the event of a Loss

6.1 Notification

- (a) Upon **Discovery**, the **Insured** will give written notice thereof to the **Insurer** as soon as reasonably practicable, but in any event not later than 30 days after the end of the **Period of Insurance**;
- (b) Upon receipt of any **Claim**, the **Insured** will give written notice thereof to the **Insurer** as soon as reasonably practicable, but in any event not later than 30 days after the end of the **Period of Insurance** or **Discovery Period**, if applicable; and
- (c) If, during the **Period of Insurance**, the **Insured** becomes aware of any fact, event or circumstance which is likely to give rise to a **Claim** then the **Insured** may give written notice thereof to the **Insurer** as soon as reasonably practicable, but in any event during the **Period of Insurance**.

All notifications and all communications under this **Section** must be in writing to the address set forth in the introduction to this Policy.

6.2 Circumstances

If during the **Period of Insurance** circumstances are notified in accordance with the requirements of clause 6.1(c), then any later **Claim** arising out of, based upon or attributable to such notified circumstances will be accepted by the **Insurer** as having been made at the same time as the circumstances were first notified to the **Insurer**.

6.3 Defence

For the purposes of Insuring Clauses 1.1, 1.2, 1.3 and 1.4 it will be the duty of the **Insured** to defend **Claims** and arrange for representation at any hearing or investigation. The **Insurer** will have the right to effectively associate with the **Insured** in respect of the conduct and management of any **Claim** to which this **Section** may apply.

6.4 Cooperation

The **Insured** will:

- (a) take all reasonable steps to reduce or minimise **Loss**;
- (b) in connection with the coverage afforded under Insuring Clauses 1.9, 1.10 and 1.11, submit to the **Insurer** (at its own cost) a written, detailed proof of **Loss** which provides an explanation of the circumstances and a detailed calculation of such **Loss**;
- (c) provide to the **Insurer** all such cooperation and assistance as the **Insurer** may request in connection with any **Loss**; and
- (d) not admit liability, make any payments, assume any obligations, enter into any settlement or accept any judgement or award without the **Insurers** prior written consent.

6.5 Advancement of Defence Costs

The **Insurer** will pay covered **Defence Costs** to or on behalf of the **Insured** as soon as reasonably practicable after receipt of sufficiently detailed invoices.

6.6 Subrogation and Recoveries

The **Insurer** will be subrogated to all of the **Insured's** rights of recovery to the extent of all payments of **Loss** by the **Insurer** or all other amounts for which cover is provided under this **Section**. The **Insured** will do everything necessary to secure any rights, including the execution of any documents necessary to enable the **Insurer** effectively to bring suit in the name of the **Insured** whether such acts become necessary before or after payment by the **Insurer**.

Recoveries, whether being subject to a subrogation or not, with respect to any **Loss** or any other amounts for which cover is provided under this **Section**, will be distributed as follows:

- (a) first, to reimburse the costs and expenses actually incurred in making the recovery;
- (b) second, to the **Insurer** for the amount paid to the **Insured** for any covered **Loss**;
- (c) third, to the **Insured** for the amount of **Loss** otherwise covered but in excess of this **Section's Limit of Indemnity** less any applicable **Deductible**;
- (d) fourth, to the **Insured** for any applicable **Deductible**; and
- (e) fifth, to the **Insured** for **Loss** specifically excluded by this **Section**.

Recovery by the **Insurer** from reinsurance will not be deemed a recovery hereunder.

7. Limit of Indemnity and Deductible

7.1 Limit of Indemnity

The **Insurer's** liability to pay or indemnify under this **Section** for each and every **Loss** and for all **Loss** in the aggregate will not exceed the **Limit of Indemnity**.

Each sublimit of liability specified in the **Schedule** is the maximum the **Insurer** will pay for the cover to which it applies and is part of the **Limit of Indemnity**.

7.2 Deductible

The **Insurer** will only be liable to pay or indemnify under this **Section** for each and every **Loss** and all **Loss** arising from a **Related Event** that is in excess of any applicable **Deductible**.

In the event **Loss** arising from a **Related Event** is covered under more than one Insuring Clause then only one **Deductible** will apply, being the highest **Deductible** applicable to one of the relevant Insuring Clauses.

7.3 Loss attributable to a Related Event

All **Related Events** will constitute one single **Claim** or **Loss** and will be deemed to be first made or **Discovered** when the earliest of such **Claims** or **Losses** was first made or **Discovered**.

8. Changes in risk

8.1 New Subsidiaries

If during the **Period of Insurance** any **Company** creates or acquires a new **Subsidiary**, it will automatically be covered under this Policy provided that:

- (a) the **Subsidiary** created or acquired does not have a turnover exceeding 10% of the consolidated net turnover of the **Policyholder** at the time of inception of the **Section**;
- (b) the **Subsidiary** is not a financial institution, telecommunication company, IT service provider or derives more than 50% of its turnover from online sales; and
- (c) the **Subsidiary** is not domiciled in the USA and derives not more than 50% of its turnover from activities in the USA.

8.2 Past Subsidiaries

If an entity ceases to be a **Subsidiary** under this **Section** during the **Period of Insurance**, then no coverage will be afforded under this **Section** for any **Loss Discovered** in such **Subsidiary** or **Claim** made against such **Subsidiary** after the date it ceased to be a **Subsidiary**.

8.3 Merger or Acquisition

If during the **Period of Insurance** a **Merger** or **Acquisition** occurs, the **Insurer** will only be liable to make any payment under this **Section** in relation to any **Loss** or **Claim** based upon or attributable to any **Confidentiality Breach, Privacy Breach, Cyber Extortion Threat, Business Interruption Event, Cyber Attack** or **Wrongful Act** which occurred prior to the date on which the **Merger** or **Acquisition** is legally effective in the jurisdiction in which it occurs.

The **Policyholder** will give the **Insurer** written notice of the **Merger** or **Acquisition** as soon as practicable after the **Policyholder** first becomes aware of the **Merger** or **Acquisition**.

8.4 Receivership, liquidation

If a receiver, liquidator, administrator or equivalent under the laws of any jurisdiction is appointed to any Insured during the **Period of Insurance**, the **Insurer** will only be liable to make any payment under this **Section** in relation to any **Loss** based upon or attributable to any **Confidentiality Breach, Privacy Breach, Cyber Extortion Threat, Business Interruption Event, Cyber Attack** or **Wrongful Act** which occurred prior to the effective date of such appointment.

9. General Provisions

9.1 Section administration

The **Policyholder** will act on behalf of itself and each and every **Insured** with respect to:

- (a) negotiating the terms and conditions of and binding cover;
- (b) the exercise of all rights of **Insureds** under this **Section**;
- (c) all notices;
- (d) premiums;
- (e) endorsements and amendments to this **Section**;
- (f) dispute resolution; and
- (g) receipt of all amounts payable to any **Insured** by the **Insurer** under this **Section**.

The payment of any **Loss** and or any other amounts payable under this **Section** to the **Policyholder** will fully release the **Insurer** with respect to such **Loss** and all other amounts.

9.2 Premium Payment and Termination

The **Insured** warrants that the premium payable for this **Section** will be paid to the **Insurer** within 60 days after commencement of the **Period of Insurance**. If such payment is not made, and absent any agreement between the Insurer and the Insured to the contrary, then this **Section** will automatically terminate with effect from inception and the **Insurer** will have no liability under the **Section** in respect of any matter notified to the **Section**.

This **Section** may be cancelled by mutual agreement between the **Policyholder** and the **Insurer**.

9.3 Other insurance / indemnification

Unless otherwise required by law, cover under this **Section** is provided only as excess over any other valid and collectible insurance, including any self insured retention or deductible thereof unless such other insurance is written only as specific excess insurance over the **Limit of Indemnity**.

9.4 Plurals, headings and titles

The descriptions in the headings and titles of this **Section** are solely for reference and convenience and do not lend any meaning to this **Section**. Words and expressions in the singular will include the plural and vice versa. In this **Section**, words in bold have special meaning and are defined. Words that are not specifically defined in this **Section** have the meaning normally attributed to them.

9.5 Fraudulent notifications

If the **Insured** will give notice of any **Loss** knowing the same to be false or fraudulent, as regards amount or otherwise, such **Loss** will be excluded from the **Section** and the **Insurer** reserves the right to avoid this **Section** in its entirety and in such case all **Loss** will be forfeited.

9.6 Assignment

The **Insured** will not be entitled to assign this **Section** nor any interest or right under the **Section** without the **Insurer's** written consent.

9.7 Sanctions/Embargoes

No **Insurer** will be deemed to provide cover and no **Insurer** will be liable to pay any **Loss** or claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such **Loss** or claim or provision of such benefit would expose that **Insurer** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

9.8 Territorial scope

Where legally permissible by the law of this **Section** and the jurisdiction in which the payment is to be made and subject to all terms and conditions of this **Section**, this **Section** will apply to any **Loss** incurred or **Claims** made anywhere in the world, unless otherwise stated in the **Schedule**.

9.9 Governing law

Any interpretation of this **Section** relating to its construction, validity or operation will be made exclusively in accordance with the laws of England and Wales.

9.10 Jurisdiction

This **Section** is subject to the exclusive jurisdiction of the Courts of England and Wales.

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Allianz Insurance plc.
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Allianz Insurance plc is authorised by the Prudential
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Conduct Authority and the Prudential Regulation Authority.

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