

**Company:** Hiscox SA

**Product:** Cyber and data insurance

Hiscox SA trading as Hiscox is supervised by the Commissariat aux Assurances (CAA) in Luxembourg and is regulated by the Central Bank of Ireland for conduct of business rules.

This document provides a summary of the key information relating to the standard terms and conditions of this crisis containment insurance policy. Complete pre-contractual and contractual information on the product is provided in the full policy documentation and you should also check the schedule for any endorsements that change the scope of this cover.

### What is this type of insurance?

This product is designed to meet the needs of customers who wish to cover their own losses following a cyber or data breach.



#### What is insured?

**If stated in your schedule we will pay for:**

**Your own losses**

✓ If you suffer:

- the unauthorised acquisition, access, use or disclosure of personal data or confidential corporate information;
- a failure by you, or others on your behalf, to secure your computer system against unauthorised access or use;
- a threat to damage your systems or disseminate sensitive information, following unauthorised access to your systems;
- a digital attack designed to disrupt access to or the operation of your computer system;
- an interruption to your business caused by an act or omission of an employee or supplier in the handling of a data asset or the maintenance or development of your computer system; or
- an interruption to your business caused by a dependent business suffering a cyber attack;

**We will pay:**

- the costs of computer forensic analysis to confirm a data breach;
- legal costs incurred to manage a data breach;
- costs incurred in notifying data subjects and any regulatory body, and providing credit monitoring services;
- the cost of a ransom demand and specialists to handle ransom negotiations;
- additional business expenses caused directly by a cyber attack;
- costs to regain access to or restore your data assets from back-ups or other sources;
- your loss of income and additional costs of working if your business suffers an interruption or if your reputation is damaged;
- the costs to appoint a public relations consultant to protect your reputation and manage your media; and
- the costs to engage a consultant to manage your



#### What is not insured?

- ✗ Claims for breach of confidence, personal data, sensitive commercial information or any contractual duty of confidentiality brought by any individual or entity that you have provided professional advice or services to, unless the claim arises from the activities of a hacker.
- ✗ Any failure of interruption of service provided by a provider, other than for covered supplier breaches, where you provide such services as part of your business.
- ✗ Infringement, use of misappropriation of intellectual property, unless a covered claim arising from a breach, security failure or the activities of a hacker.
- ✗ A hack by a partner, director, trustee, in-house counsel or senior manager of yours.
- ✗ Loss, theft or damage to any tangible property, other than were covered under the Property damage section.
- ✗ Death, injury or disease unless for mental anguish or distress from a covered defamation of breach of privacy claim.
- ✗ Degradation or deterioration of your computer system other than due to a negligent act, error or omission by an employee or supplier of yours.
- ✗ The use of outdated or unsupported software or systems.
- ✗ Confiscation or destruction of property or deactivation of your computer system by any government authority.
- ✗ War, terrorism or any nuclear reaction or radiation.
- ✗ Insolvency of you or your suppliers.
- ✗ Any shortcomings you knew or ought to have known about before the policy started.
- ✗ Any acts or omissions you deliberately or recklessly commit, condone or ignore.
- ✗ Any post from a social media account that does not belong to your business.
- ✗ Claims brought by any current or former employees for infringement of intellectual property rights, defamation or breach of licence arising from your email, website or social media accounts.
- ✗ Criminal, civil or regulatory fines, sanctions, penalties, disgorgement of profits, multiple damages, other than PCI charges or regulatory awards, where legally insurable.
- ✗ Claims brought outside of the countries listed in the schedule under applicable courts.
- ✗ Any privacy investigation arising from any routine regulatory enquiry or an industry-wide investigation.

response to the incident.

- ✓ We will also pay for the above where you have incurred loss as the result of a breach by a supplier of yours.

#### Claims and investigations against you

- ✓ For breach of confidence, personal data, sensitive commercial information or any contractual duty of confidentiality.
- ✓ Arising from the unauthorised acquisition, access, use of disclosure of data, or breach of a law governing the handling of personal data, including GDPR investigations.
- ✓ For breach of Payment Card Industry Data Security Standard.
- ✓ For infringement of intellectual property rights, defamation or breach of licence arising from your email, website or social media accounts.
- ✓ For transmission of a virus, denial of service attack or prevention of authorised access to a computer system of data.

#### Financial crime and fraud

- ✓ Electronic theft of money, securities or property.
- ✓ Criminal use of your telephone lines.
- ✓ You transferring money, securities or property in response to a social engineering communication following a breach of your network.
- ✓ The fraudulent or dishonest use of your electronic identity.

#### Property damage

- ✓ The cost of repairing or replacing the unusable part of insured equipment shown in the schedule that is rendered unusable as a result of a security failure, cyber attack, hacker or transmission of a virus.

#### Additional covers

- ✓ We will pay to upgrade existing hardware and software and to obtain risk management advice to prevent or minimise a recurrence of certain claims or losses.
- ✓ We will cover your statutory directors, partners of officers if they suffer a loss or a claim is brought against them in their personal capacity which would have been covered under the policy if suffered by, or brought against you.
- ✓ Court attendance compensation.



## Are there any restrictions on cover?

- ! We will not pay any costs we consider are not reasonably and necessarily incurred.
- ! We will only pay for interruption to your business commencing during the period of insurance and exceeding the period of time stated in the schedule.
- ! If we establish any fraudulent, dishonest, malicious or criminal conduct was committed or condoned by you or any act you knew or ought to have known would give rise to a claim, loss, breach, privacy investigation, illegal threat or interruption to your business when you performed it, you must reimburse us for all payments made, and we will have no further liability, in connection with such conduct.
- ! The most we will pay in total for all claims, losses, investigations, illegal threats and interruptions including all costs is the amount shown in the schedule regardless of the number of claims or losses.
- ! The amount we will pay in total for your losses resulting from Financial crime and fraud is the amount shown in the schedule regardless of the number of losses.
- ! The amount we pay for some covered losses may be further limited to the amount shown in the schedule.
- ! We will only cover claims made, losses suffered or losses from dishonesty discovered during the period of insurance.
- ! We will not cover the amount of the excess or loss incurred during the time excess.
- ! We may reduce any payment we make equal to the detriment we have suffered if you;
  - do not take all reasonable steps to negotiate with the supplier of any services to reduce or waive any charges that were not legitimately incurred for the purposes of your business; or
  - admit that you are liable or make any offer without our prior written agreement.
- ! Any loss insured elsewhere, except for payments in excess of such other insurance, are not covered.



## Where am I covered?

Please check your policy schedule for the countries listed under applicable courts and geographical limits..



## What are my obligations?

- You must ensure that you disclose all facts and matters which might be relevant and that all information provided to us is true, accurate and complete.
- You must let us know if the information provided changes.
- You must notify us promptly about any claim, loss, breach, privacy investigation, illegal threat, interruption or anything which is likely to give rise to a claim under this section.
- You must make all reasonable efforts to determine that any ransom demand following an illegal threat was genuine.
- You must inform the appropriate law enforcement authorities where any illegal threat was made and keep us fully informed of all developments concerning any illegal threats or ransom demands.
- You must give us all reasonable assistance to pursue recovery in your name for a social engineering loss caused by your client.



### **When and how do I pay?**

Please check your policy schedule for payment method.



### **When does the cover start and end?**

Please check your policy schedule for your cover start and end dates.



### **How do I cancel the contract?**

By giving 30 days' notice in writing. We will return a pro-rata proportion of your premium unless the amount is below any minimum payment stipulated in the general terms and conditions of your policy wording. We will never charge you a fee for cancelling your insurance.

## Important information

### How to make a claim

---

If you suffer a loss and may need to make a claim you should contact us as soon as possible.

For all claims you will need to provide your Hiscox policy number and full details of the claim, including the date, amount claimed and circumstances.

### Complaints procedure

---

If you have a complaint, you can contact us using the details below.

Hiscox Customer Relations  
Hiscox SA (Irish branch)  
The Observatory  
7-11 Sir John Rogerson's Quay  
Dublin 2  
D02 VC42

By phone: 1800 901 903

By phone from mobiles or abroad: +353 1 238 1810

By email: [customerrelations.ireland@hiscox.com](mailto:customerrelations.ireland@hiscox.com)

If you remain dissatisfied after the internal dispute resolution process, you may have the right to refer your complaint to the Financial Services and Pensions Ombudsman.

The Financial Services and Pensions Ombudsman (FSPO) is an independent, impartial, fair and free service that helps resolve complaints with pensions providers and regulated financial services providers.

Contact details:  
Financial Services and Pensions Ombudsman  
Lincoln House  
Lincoln Place  
Dublin  
D02 VH29

Phone: +353 1 567 7000

Email: [info@fspoi.ie](mailto:info@fspoi.ie)

Web: [www.fspoi.ie](http://www.fspoi.ie)

Alternatively, you can also contact:

Commissariat aux Assurances  
7, boulevard Joseph II  
L-1840 Luxembourg  
Luxembourg  
Email: [caa@caa.lu](mailto:caa@caa.lu)

If you are a consumer, you may also address your complaint in English to the Insurance Ombudsman in Luxembourg, located at:

Insurance Ombudsman  
ACA  
12, rue Erasme  
L - 1468 Luxembourg  
Luxembourg  
Phone: +352 44 21 44 1  
Fax: +352 44-02-89  
Email: [mediateur@aca.lu](mailto:mediateur@aca.lu)

If you have purchased your policy online you can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: <http://ec.europa.eu/odr>



## General information

---

This is a statement of the terms of business on which we agree to act and contains details of our regulatory and statutory responsibilities under the supervision of the Commissariat aux Assurances and the regulation of the Central Bank of Ireland. If you have any questions, please advise your usual contact in the first instance who will be pleased to assist you.

### About us

Hiscox SA is a Luxembourg regulated insurance company, which is subject to the supervision of the Commissariat aux Assurances (CAA).

Hiscox SA is duly authorised to carry on non-life insurance business in other member states of the European Union and the European Economic Area.

Further details can be found at [www.caa.lu](http://www.caa.lu).

Hiscox SA is registered in Luxembourg with the Trade and Company Register Luxembourg (RCS Luxembourg) with reference number B217018. Hiscox SA head office is located at Avenue John F. Kennedy 35F, 1855 Luxembourg, Luxembourg.

Further details can be found at [www.lbr.lu](http://www.lbr.lu).

Hiscox SA is subject to the supervision of the Commissariat aux Assurances in Luxembourg and is regulated by the Central Bank of Ireland for conduct of business rules.

Hiscox SA branch in the Republic of Ireland is registered with the Companies Registration Office with reference number 908764.

Hiscox SA branch in the Republic of Ireland is located at:

The Observatory  
7-11 Sir John Rogerson's Quay  
Dublin 2  
D02 VC42  
Republic of Ireland

Further details can be found at <https://www.cro.ie/>.

Hiscox SA is subject to the Consumer Protection Code 2012 which offers protection to consumers, details of this code can be found on the Central Bank of Ireland's website.

Hiscox SA is registered in Luxembourg with Trade and Company register Luxembourg (RCS Luxembourg): registration number B217018, at Avenue John F. Kennedy 35F, 1855 Luxembourg, Luxembourg.

### Our relationship with you

While we will provide you with information on the cover offered, further information or advice will only be provided if it is made available to you by your chosen insurance intermediary. Any quote documentation we provide to you is based on the information you provide us. You should check to confirm this is correct and advise us of any changes required.

You will be required to make premium payments in accordance with the terms of the policy. Failure to pay any amounts due may result in us cancelling coverage in line with the terms and conditions of the policy.

This insurance is governed by the laws of the country stated in the general terms and conditions. Any dispute arising out of or relating to this insurance, including over its construction and validity will be referred to a single arbitrator in accordance with the general terms and conditions and the Arbitration Act then in force in the country stated.

### Using your personal information

Hiscox SA is acting as a data controller and we collect and process information about you in order to provide insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide.

For further information on how your information is used and your rights in relation to your information please see our privacy policy at: cookies: [www.hiscox.ie/cookies](http://www.hiscox.ie/cookies) and privacy: [www.hiscox.ie/privacy](http://www.hiscox.ie/privacy).

You can also contact us at any time by telephoning +353 (0) 1238 1800 or by emailing us at [dataprotectionofficer@hiscox.com](mailto:dataprotectionofficer@hiscox.com).

This important information document is effective from January 2019.

---