



cyberlev<sup>ins</sup>

# INSURANCE POLICY

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## Definitions

**Bodily Injury** means physical injury, sickness, disease or death of any person; and where resulting from the before mentioned, mental anguish, mental injury or illness, emotional distress or shock.

**Breach Forensic Costs** – Means the reasonable and necessary costs incurred by the **Insured** to retain a qualified forensics firm, approved by the **Insurer**, to investigate, examine and analyse the **Insured Network** to determine the cause and source of the unauthorized misappropriation, mishandling, loss or disclosure of **Personal Information** or the unauthorized release of **Commercial Information** and the extent to which such **Personal Information** and **Commercial Information** was accessed.

**Breach Legal Costs** means reasonable and necessary fees, costs and expenses incurred to obtain legal advice or representation to protect the **Insured's** interests in connection with a **Privacy Breach** or **Network Security Breach**.

**Breach Legal Costs** shall include the costs associated with the investigation, adjustment and defence of **Regulatory proceeding**;

**Business Activity** means the **Insured's** business or profession as shown in the **Schedule**.

**Business Interruption Loss** means:

1. The **Insured's** Reduction of **Net Income**;
2. **Increased costs of working (ICOW)** – The reasonable and necessary costs and expenses incurred by the **Insured** for the sole purpose of minimizing the reduction in the **Net Income** from the **Insured's Business Activity** during the **Indemnity Period** but not exceeding the reduction of the **Net Income** saved .

**Business Interruption Loss** will not include contingent Business Interruption.

**Indemnity Period** means: the period, in months, beginning at the date the interruption of the **Business Activity** commences and lasting for the period during which the **Net Income** is affected as a result of such interruption, but for no longer than the number of months shown in the **Schedule**.

**Call Center Costs** means reasonable and necessary costs to provide a call center to respond to inquiries related to an eventual **Privacy Breach**.

**Claim** means:

1. a written demand against the **Insured** for monetary damages or non-monetary or injunctive relief, including a written demand that the **Insured** toll or waive a statutory limitation period;
2. a civil proceeding against the **Insured** for monetary damages or non-monetary or injunctive relief, commenced by the service upon the insured of a complaint or similar pleading, including any appeal thereof;
3. an arbitration or other alternative dispute resolution proceeding against the **Insured** for monetary damages or non-monetary or injunctive relief, commenced by the **Insured's** receipt of a request or demand for such proceeding, including any appeal thereof;
4. for the avoidance of doubt, **Claim** includes **Loss** reimbursement for coverage afforded under a **Regulatory proceeding**.

**Commercial Information** means the **Insured's** or any third party's business secrets, professional information, or other information not available to the general public, and for which the **Insured** is legally responsible; excluding **Personal Information**.

**Crisis Management Costs** - means reasonable and necessary costs for public relations and crisis management costs directly related to mitigating harm to the **Insured**, approved in advance by the **Insurer** with his discretion.

**Credit Monitoring Costs** means reasonable fees, costs and expenses incurred with the prior written consent of the Insurer for credit monitoring, identity services or other credit protection services to each affected individual whose **Personal Information** was potentially impacted by a **Privacy Breach**. Such services must be redeemed by the individuals within 12 months of the individuals first being offered such services.

**Cyber Terrorism** means the use of information technology to execute a premeditated actual or threatened attack against the **Insured Network** or **Digital Assets** by any person or group, whether acting alone, or on behalf of, or in connection with, any individual organization with the intention to cause harm or destruction for a political, religious, financial or ideological cause. **Cyber Terrorism** does not include military action or activities in support of any **War** or government /state sponsored attacks.

**Cyber Threat of Extortion** means a credible threat or connected series of threats made by a third party and directed at the **Insured** to disclose **Personal Information** and/or **Commercial Information**, to restrict, hinder or harm access to, and use of, the **Insured Network** or **Digital Assets** for the purpose of demanding money, securities or other tangible or intangible property of value from the **Insured**. The **Cyber Threat of Extortion** is deemed made when the **Insured's Executive** first discovered the credible threat.

**Deductible** means the amount the **Insured** must bear as the first part of each agreed **Claim** or **Loss** before the **Insurer** is obliged to make any payment.

**Defence Costs** means:

1. all reasonable and necessary legal costs, expenses, court charges and fees, expenses for experts incurred by or on behalf of the **Insured**, subject to the **Insurer's** prior written consent, in the investigation, defence, settlement or appeal of any covered **Claim**. **Defence Costs** do not include salaries, wages, overhead, benefit expenses or internal charges associated with the **Insured**.
2. All accrued interests after the date of a legal proceeding enters into force against the **Insured** and to the date when the **Insurer** pays or provides to the relevant court the amount that was awarded or the part from the amount necessary to cover the liability of the **Insurer** to the **Insured** according to the **liability coverage limit**.

**Digital Assets** means **Software** and any electronic data that is stored on/ or within the **Insured Network**.

**Distributed Denial of Service Attack (DDoS)** means cyber attack technique in which a public resource is targeted with multiple requests in order to interrupt its normal functioning.

**Digital Asset Restore Costs** means the reasonable and necessary costs incurred by or on behalf of the **Insured**, with the **Insurer** prior written consent, following a **Network Security Breach**, to research, replace, restore or re-collect **Digital Assets** from written records or from partial or fully matching electronic data records due to their corruption, deletion or destruction by the **Network Security Breach**;

Restoration of **Digital Asset** should be to the same standard and with the same contents before it was damaged, destroyed, altered, corrupted, copied or misused.

If the **Insured** determines that **Digital Assets** cannot be replaced, restored or recollected, **Digital Assets Restore Costs** shall be limited to the reasonable and necessary costs incurred by the **Insured** to reach that determination.

**Electronic publishing** means the reproduction, publication, dissemination, transmission or release of information, including electronic data, image files, audio files, or text (including user generated content published) on the insured's internet web site, provided that such information has been developed by or for the **Insured** or acquired by the **Insured** for its use.

**Electronic publishing wrongful act / Copyright Regulation breach** means any actual or alleged:

1. libel, slander, trade libel or disparagement resulting from the **Electronic publishing** of material that defames a person or organisation or disparages a person's or organisation's goods, products or services;
2. plagiarism, false light or false advertising resulting from **Electronic publishing** activities;
3. violation of the right of privacy or seclusion or right of publicity of any person other than an **Insured** person resulting

from the **Electronic publishing** of material that publicly discloses private facts relating to such person or commercially appropriates such person's name or likeness;

4. infringement of a copyright, title, slogan, trademark, trade name, trade dress, mark, service mark or service name including, without limitation, infringement of domain name, deep-linking or framing, resulting from **Electronic publishing** activities;

5. unauthorised use of titles, formats, performances, style, characters, plots or other protected material resulting from electronic publishing activities

**Employee** means an individual who provides services for, on behalf of, or at the direction of the **Insured** under a contract of employment and whom the **Insured** has the direct right to control, excluding any **Insured's Executive**.

**Extortion Expenses** means the reasonable and necessary costs, fees and expenses incurred by the **Insured**, with the **Insurer's** prior written consent, which are directly attributable to a **Cyber Threat of Extortion** in negotiating, mediating and crisis-management to terminate or end the **Cyber Threat of Extortion** including, but not limited to, the costs to investigate the cause of the **Cyber Threat of Extortion**.

**Extortion Payments** are amounts that are paid with the prior written consent of the **Insurer** to a third party that the **Insured** has reason to believe is responsible for a **Cyber Threat of Extortion** for the purpose of terminating the **Cyber Threat of Extortion**. Such **Extortion Payments** will only be paid by the **Insurer** if they do not exceed the amount of reduced financial position calculated under **Cyber Business Interruption** cover which the **Insurer** reasonably believes would have been incurred had such **Extortion Payments** not been made.

**GDPR** means the General Data Protection Regulation (Regulation (EU) 2016/679) and any amendment thereto. GDPR will also include any state, provincial, territorial, local, or federal regulations enacted in furtherance of or pursuant to implementation of the General Data Protection Regulation (Regulation (EU) 2016/679) and any amendment thereto.

**GDPR proceeding** means a formal investigation of or an administrative adjudicative proceeding against an **Insured** by concerning the GDPR by an administrative or regulatory agency, including an appeal thereof, commenced by the **Insured's** receipt of a subpoena, investigative demand, complaint or similar document.

**Insured** means the Policyholder and its Subsidiaries and includes:

1. for a corporation, all past, present, and future directors, officers and Employees of such corporation;
2. for a sole proprietorship, all past, present and future owners, officers and Employees of such sole proprietorship;
3. for a partnership, all past, present, and future partners and Employees of such partnership;
4. for a limited liability company, all past, present, and future members, managers, officers and Employees of such limited liability company; and references to "the **Insured**" include any of the above persons.

**Insured's Executive** means any one or more: Board Member, Director, Chief Executive Officer, Chief Financial Officer, Chief Information Officer, Chief Information Security Officer, Legal Counsel, or any other person within the **Insured** who has equivalent role functionality.

**Insured Network** means the set of endpoints, internal network, software systems and cloud instances operated and controlled by the **Insured** or from his behalf by **Service Provider** as described in the **Submission**, including the following:

1. **Endpoints**: computing devices that communicate back and forth with a network to which they are connected, such as desktop workstations, laptops, servers, Internet-of-things (IoT) devices, smartphones and tablets;
2. **Internal Network** is the communication infrastructure both physical and wireless that provides the communication environment for **Insured's** endpoints, software systems and cloud instances;
3. **Cloud instances** are virtual computing machines deployed on private or public cloud infrastructure which is owned by the **Insured** or is provided by a cloud **Service Provider** and is communicating with the **Insured network** other components via Internet.

**Insurer** means Lev Ins AD Insurance Company; Company code 121130788; address: 67 A, Simeonovsko Shose Blvd, Sofia 1700, Bulgaria

**Limit of Liability** means the total amount payable by the **Insurer** under the **Policy**. **Sub-Limits of Liability** and **Defence Costs** are part of that amount and are not payable in addition to the **Limit of Liability**.

**Loss** means:

1. Monetary damages;
2. Pre-judgment interest and post-judgment interest;
3. Judgments and settlements;
4. Fines and penalties assessed pursuant to any **Data Privacy Regulation** or the **PCI DSS**;
5. Payments made under Section 1 – What is covered, First Party Coverage, Cyber Extortion
6. Other amounts that an Insured becomes legally obligated to pay as a result of a **Claim**;
7. Defence Costs and or any other amounts covered under any Section 1- What is covered or under Section 2 – Optional Extensions of this Policy.

“**Loss**” does not include:

1. Fines, penalties, taxes, except for those fines and penalties described in (4) above;
2. Future profits, future royalties, costs of licensing, or other costs of obtaining future use, restitution, or disgorgement by the Insured;
3. The costs to comply with orders granting injunctive relief or non-monetary relief, including specific performance, or any agreement to provide such relief;
4. Return or offset of fees, charges, royalties, or commissions for goods or services already provided or contracted to be provided;
5. Remedies due pursuant to a contractual provision; or sums due pursuant to a contractual provision for liquidated damages, agreed penalties, or similar remedy;
6. Any amount which the Insured is not legally obligated to pay; or
7. Matters which are uninsurable under applicable law.

**Net Income** means the total of income less expenses (before tax), excluding the components of other comprehensive income.

**Network Security Breach** means unauthorized intervention towards the **Insured Network** that compromises its integrity in one of the following ways:

- a. Corrupts, disrupts or causes malfunction of **Insured's Digital Assets**;
- b. Damages, limits or disrupts access to **Insured Network**;
- c. Interrupts the ability of the **Insured** to conduct a **Business Activity** that utilizes or is processed by or using a **Digital asset**;
- d. Causes denial of service as a result of malicious attack designed to interrupt function and access to a **Digital asset** or service, except in the case of **Distributed Denial of Service attack** which targets public cloud infrastructure.
- e. causes a **Privacy Breach**;

And is caused by one of the following tactics and methods or a combination of them:

- a) Initial access by means of unauthorized attempt to gain initial foothold within the **Insured Network**, including but not limited to targeted exploits of public facing applications, compromising external remote services (e.g. VPN, RDP, Citrix), or delivers malicious code by applying the methods of social engineering like Spear Phishing;
- b) Execution of a malicious software that corrupts the integrity and causes malfunction of **Digital assets** or is designed to steal user's access credentials;
- c) Discovery: unauthorized attempt to gain data and knowledge about the systems and internal infrastructure applying techniques in order to explore and discover how to gain control over particular digital access;
- d) Credential access: unauthorized attempt to use legitimate credentials like account names and passwords by applying techniques like brute force, keylogging, credentials dumping, credentials pharming or physical theft;
- e) Lateral movement within **Insured Network** or internal network by controlling remotely devices or services to achieve

a malicious objective by utilizing techniques like Remote file copy, Remote operating system management, and Remote services running;

- f) Privilege escalation is an attempt of unauthorized person to gain higher-level permissions on a system or a network;
- g) Command and control which is unauthorized communication with systems under the control of an adversary within the **Insured Network** in an attempt to mimic normal behavior and expected traffic to avoid detection.

**Notification costs** - means reasonable and necessary costs to notify those individuals whose **Personal Information** was potentially impacted by a **Privacy Breach**.

**PCI DSS** means Payment Card Industry Data Security Standard

**PCI DSS Fines and Assessment Costs** means all amounts that the **Insured** is legally required to pay for non-compliance with or violations of the **PCI DSS** resulting from an audit conducted after a **Privacy Breach** or **Network Security Event** that leads to a breach of the **PCI DSS**, including but not limited to:

- a) fines, case management fees, non-compliance fees;
- b) reimbursement of fraudulent transactions, and the costs incurred in card re-issuance;
- c) **PCI Forensic Investigator Costs**; and the
- d) cost for appointment of a **Qualified Security Assessor**

**PCI Forensic Investigator** means those who are certified by **PCI Security Standards** council to carry out investigations related to data infringement and data compromise in the Payment Card Industry (PCI).

**PCI Forensic Investigator Costs** means reasonable and necessary costs for a **PCI Forensic Investigator** to investigate the existence and extent of an actual or reasonably suspected **Privacy Breach** involving payment card data.

**Personal Information** means any information from which an individual may be reasonably identified or contacted, including an individual's name, telephone number, email address, tax file number, medical or healthcare data or other protected health information, driver's license number or bank account number, credit card number, debit card number, access code or password that would permit access to that individual's financial accounts or any other non-public personal information as defined in privacy regulations. **Personal Information** does not include information lawfully available to the general public for any reason, including information from foreign or local government records.

**Personal Public Relations Expenses** means reasonable and necessary costs, fees and expenses, when incurred in response to a **Privacy Breach**, **Network Security Breach**, **Internet Media Liability claims**, **Claim** or **Loss** covered by this **Policy** as:

- a. amounts which the **Insured** or a past or present **Insured's Executive** incurs for services performed by a public relations firm, crisis management firm or law firm selected by the Insured or the relevant **Insured's Executive**, which has been approved in advance in writing by the **Insurer**, to minimise potential harm to the reputation of the relevant **Insured's Executive**; and
- b. amounts for which the **Insured** or a past or present **Insured's Executive** becomes legally liable for the reasonable and necessary printing, advertising, mailing of materials, or travel by directors, officers, partners, **Employees** or the firm rendering services as referenced above.

**Personal Public Relations Expenses** shall not include compensation, fees, benefits or overhead of the **Insured**, a past or present **Insured's Executive**.

**Policy** means the entire agreement including the **Wording**, the **Submission**, the **Schedule** and any applicable endorsements.

**Policyholder** means the legal entity stated in the policy Schedule, and who is the contracting party to this **Policy**.

**Policy Period** means the period of time shown in the **Schedule**, for which the Insurer provides cover under the Policy, subject to the payment of the **Premium** and agreed terms.

**Premium** means the amount stated as such in the **Schedule** which the Insured pays to the Insurer.

**Privacy Breach means:**

1. An unauthorized modification, disclosure, loss, erasure or theft of **Personal Information** in the care, custody or control of any **Insured** or **Service Provider**; or
2. Unauthorized or accidental processing or use of **Personal Information** in the possession or control of the **Insured** or **Service Provider**;
3. A breach or contravention of any **Privacy Regulation**;

**Privacy Regulation** means any statute or regulation that requires notification to any natural person or legal entity that has or may have had their **Personal Information** lost or accessed by or disclosed to an unauthorized party. For the avoidance of doubt, **Privacy Regulation** includes **GDPR**.

**Privacy Wrongful Act / Data Privacy Breach** means any actual or alleged act, error, omission, neglect or breach of duty by an **Insured**, someone for whom the Insured is legally responsible, or a **Service Provider**, that results in a **Privacy Breach** or unauthorized modification, disclosure, loss or theft of **Commercial Information** in the care, custody or control of any **Insured** or **Service Provider** that is not available or known to the general public.

**Professional Services** means those acts or services requiring specialized knowledge, skill or professional judgment, which the **Insured** renders to others pursuant to a written agreement and for a fee or other consideration.

**Property Damage** means loss of or physical damage to property, including all resulting loss of use of that property, or loss of use of property that has not been physically injured. **Property Damage** does not mean physical injury to, loss or destruction of electronic data.

**Qualified Security Assessor** means a person who has been certified by the **PCI Security Standards** council to audit merchants for Payment Card Industry Data Security Standard (PCI DSS) compliance.

**Regulatory Notification Costs** means the reasonable and necessary costs the Insured incur to notify any regulatory body for the **Privacy Breach** where the Insured is required under any **Privacy Regulation**.

**Regulatory Proceeding** means a request for information, civil investigative demand, or civil proceeding brought by or on behalf of any national, local or foreign governmental entity in that entity's regulatory or official capacity. For the avoidance of doubt **Regulatory Proceeding** includes **GDPR proceeding**.

**Retroactive Date** means the date stated as the retroactive date in the **Schedule**. For any **Subsidiary**, the retroactive date shall mean the later of the retroactive date shown in the **Schedule** and the date the **Policyholder** first took control of such entity, unless otherwise agreed by the **Insurer** in writing.

**Schedule** means the **Schedule**, signed and dated by the **Insurer**, has **Insured's name and address, insurance premium and other amendments of these General terms and conditions**, attaching to and forming part of this **Policy**, including any subsequent **Schedule** to replace the original Schedule.

**Service Provider** means a business that is not owned, operated, or controlled by the **Insured**; but a written contract exists between the two parties for the Service Provider to provide services to the **Policyholder**, including but not limited to:

- a. maintaining or controlling, hosting or facilitating computer systems, cloud instances and websites;
- b. human resources, administration, marketing, or other outsourced services

**Sub-limit of Liability** means a limit on insurance coverage that is lower than the Limit of liability and may be applied for specific types of losses (such as **Cyber Extortion, Cyber Business Interruption, PCI Security Standards related expenses** etc. and is total payment for such insurance coverage. The applicable amounts of **Sub-Limit of Liability** are stated in the **Schedule**.

**Submission** means:

- a. Any information and/or statements or materials; and/or
- b. Any proposal form completed and signed by any **Insured** (including any attachments thereto, information included therewith or incorporated therein); requested by or supplied to the **Insurer** by or on behalf of the **Policyholder** in connection with this policy.

**Subsidiary /ies** means an entity/ entities that are written in the Submission for this Policy and of which the Insured owns more than 50% of the book value of the assets or of the outstanding voting rights as of the first day of the Policy Period.

**Territorial Scope** mean the territorial scope shown in the Schedule and applies to:

- (a) Losses and Claims or any other matters which give rise to coverage under this Policy which take place within the territorial scope shown in the Schedule; and
- (b) Claims brought against the Insured within the territorial scope shown in the Schedule

**Third Party Information** means any trade secret, data, design, interpretation, forecast, formula, method, practice, credit or debit card magnetic strip information, process, record, report or other item of information of a third party not insured under this Policy which is not available to the general public.

**Waiting Period** means the number of consecutive hours specified in the Schedule that immediately following an interruption during which no cover is provided under Cyber Business Interruption.

**War** means any state of hostile conflict (whether declared or not) that is carried on by force of arms violence to resolve a matter of dispute between two or more states or nations, including acts of war such as invasion, insurrection, revolution or military coup.

**Wording** means these general terms and conditions applicable to the insurance contract.

## General Terms & Conditions

<b>SECTION 1 - INSURANCE COVERAGE</b>
Subject to payment of the <b>Premium</b> set out in the <b>Schedule</b> , the <b>Insurer</b> agrees to provide insurance cover on the terms set out in this <b>Policy</b> . The <b>Policy</b> consists of this policy <b>Wording</b> , the <b>Smart Application Form</b> , the <b>Schedule</b> , and Endorsements.
<b>Art 1.1 Discovery &amp; Claims Made Insurance</b>
This is a discovery and claims made and notified <b>Policy</b> . Cover is only provided for: <ul style="list-style-type: none"> <li>I. <b>Loss</b> sustained prior to the expiry of the <b>Policy Period</b> and notified as soon as reasonably practicable during the <b>Policy Period</b> or any applicable <b>Extended Policy Period</b>;</li> <li>II. <b>Claims</b> first made against the <b>Insured</b> during the <b>Policy Period</b> and notified to the Insurer during the <b>Policy Period</b> or any applicable <b>Extended Reporting Period</b> within the <b>Territorial scope</b>.</li> </ul>
<b>Art. 1.2 Duty of Disclosure</b>
<ul style="list-style-type: none"> <li>1. Ahead of entering into a contract of general insurance with the <b>Insurer</b>, the proposer is obliged to disclose to the <b>Insurer</b> every matter that is known, or could reasonably be expected to know, that a prudent insurer would want to take into account in deciding whether to insure the risk and, if so, on what terms. This applies to all persons to be covered under this contract of insurance.</li> <li>2. The same duty to disclose those matters to the <b>Insurer</b> applies to the <b>Policyholder</b> before renewing, extending, varying or reinstating an insurance contract.</li> </ul> <p>All information provided on behalf of the <b>Insured</b> with regard to the request for <b>Insurance</b>, including the submitted <b>Smart Application Form</b>, questionnaire or any other document will be considered as part of the <b>Policy</b> and will be considered as a reason for its issuing by the <b>Insurer</b>. The authenticity of this information, as far as it is known to the <b>Insured</b> or if it could be</p>



discovered by reasonable effort by the <b>Insured</b> is a condition for the <b>Insurance</b> validity.
<b>Art. 1.3 Non-disclosure or Misrepresentation</b>
If the <b>Policyholder</b> makes a material misrepresentation to the Insurer, or if the <b>Policyholder</b> does not comply with the duty of disclosure, the <b>Insurer</b> may treat this <b>Policy</b> as null and void.
<b>Art. 1.4 Insurance Coverage</b>
Art. 1.4 lit A First-Party Coverage:
<b>1) Digital Assets</b>
The <b>Insurer</b> will reimburse the <b>Insured</b> for any <b>Digital Asset Restore Costs</b> incurred and notified to the <b>Insurer</b> during the <b>Policy Period</b> or any applicable <b>Extended Reporting Period</b> .
<b>2) Cyber Business Interruption</b>
The <b>Insurer</b> will reimburse the <b>Insured</b> for reasonable and justified interruption, suspension or deterioration of the <b>Insured's Business Activity</b> in an actual and measurable way as a direct consequence of a <b>Network Security Breach</b> or <b>Cyber Threat of Extortion</b> , that is causing the <b>Insured Business Interruption Loss</b> subject to the <b>Indemnity Period</b> and the <b>Business Interruption Deductible Period</b> , occurring during the <b>Policy Period</b> .
<b>3) Cyber Extortion</b>
1) The <b>Insurer</b> will reimburse the <b>Insured</b> for any <b>Extortion Expenses</b> and <b>Extortion payments</b> incurred and notified to the <b>Insurer</b> during the <b>Policy Period</b> or any applicable <b>Extended Reporting Period</b> that directly results from a <b>Cyber Threat of Extortion</b> .
2) Any payments under these sections shall be subject to relevant legal requirements and in cooperation with and under the direction of any appropriate criminal enforcement or other authority where required.
The maximum sublimit of liability that the Insurer will pay under this cover is specified in the Schedule.
<b>4) Breach Response</b>
1) If during the <b>Policy Period</b> the <b>Insured</b> discovers or suspects a <b>Privacy Breach</b> or a <b>Network Security Breach</b> and subsequently notifies the <b>Insurer</b> during the <b>Policy Period</b> or any applicable <b>Extended Reporting Period</b> , then the <b>Insurer</b> will reimburse for the following reasonable and necessary fees and costs:
1. Breach Legal Costs
2. Breach Forensic Costs
3. Notification Costs
4. Call Center Costs
5. Credit Monitoring Costs
6. Crisis Management Costs
7. Regulatory Notification Costs
2) <b>Breach Response</b> costs will not include any internal salary or overhead expenses of the <b>Insured</b> .
3) All expenses are subject to the <b>Insurer's</b> prior written agreement.
Art. 1.4 lit B Third-Party Coverage:
<b>1) Privacy Liability claims</b>
The <b>Insurer</b> will pay on behalf of the <b>Insured</b> , the <b>Loss</b> from any <b>Claim</b> first made against the <b>Insured</b> during the <b>Policy Period</b> or any applicable <b>Extended Reporting Period</b> , and reported to the <b>Insurer</b> in accordance with the terms of this <b>Policy</b> , for any <b>Privacy Wrongful Act / Data Protection Breach</b> .
<b>2) Internet Media Liability claims</b>
The <b>Insurer</b> will pay on behalf of the <b>Insured</b> , the <b>Loss</b> from any <b>Claim</b> first made against the <b>Insured</b> during the <b>Policy Period</b> or any applicable <b>Extended Reporting Period</b> , and reported to the <b>Insurer</b> in accordance with the terms of this <b>Policy</b> , arising from any <b>Electronic Publishing Wrongful Act / Copyright Regulations Breach</b> .
<b>3) PCI Security Standards related expenses</b>
The <b>Insurer</b> will reimburse the <b>Insured</b> for any <b>PCI DSS Fines and Assessment Costs</b> resulting from an audit conducted after a <b>Privacy Breach</b> or <b>Network Security Breach</b> that leads to non-compliance with the <b>PCI DSS</b> first made against the <b>Insured</b> during the <b>Policy Period</b> and notified to the <b>Insurer</b> during the <b>Policy Period</b> or any applicable <b>Extended Reporting Period</b> .

#### 4) Regulatory Defense and Penalties

The Insurer will reimburse the Insured for any **Loss** the Insured incurs in responding to any **Regulatory Proceeding** which is a direct result of a **Privacy Wrongful Act / Data Protection Breach** concerning a **Privacy Breach**, first made against the Insured during the **Policy Period** and notified to the **Insurer** during the **Policy Period** or any applicable **Extended Reporting Period**, provided always that such **Privacy Wrongful Act** concerning the **Privacy Breach** first occurs before the end of the **Policy Period** and is reported during the **Extended Reporting Period**.

#### Art. 1.5 Optional Extensions

Optional coverage is provided if additional premium is paid and if the coverage is written in the **Schedule**.

##### Art. 1.5 Lit A Cyber Terrorism

1) The **Insurer** will pay the **Insured** any **Cyber Terrorism** causing **Loss** falling within the scope of the use of information technology in order to execute attacks or threats against the **Insured Network** during the **Policy Period** and notified to the **Insurer** during the **Policy Period** or any applicable **Extended Reporting Period**.

2) The maximum sub-limit of liability that the Insurer will pay under this cover is specified in the **Schedule**.

##### Art 1.5 Lit B Personal Reputation Cover

1) The **Insurer** shall reimburse the **Insured**, **Personal Public Relations Expenses** incurred to avert or mitigate damage to the reputation of any past or present **Insured's Executive** as a direct result of **Privacy Breach**, **Network Security Breach**, **Internet Media Liability claims**, **Claim** or **Loss** covered under this **Policy**.

2) The maximum sub-limit of liability that the **Insurer** will pay under this cover is specified in the **Schedule**.

##### Art. 1.5 litC Automatic Extended Reporting Period

If the **Insurer** or the **Policyholder** cancels or does not renew this **Policy**, other than for non-payment of premium, we will provide an automatic extension of coverage for a period of 60 days immediately after the termination of the **Policy Period** with respect to any **Claim** first made against any insured and reported to us in writing within such 60 day period ('Automatic Extended Reporting Period'), but only with respect to any wrongful act committed during the **Policy Period** and before a "Change in Control" as defined in the relevant section General Conditions of the present wordings, if applicable, or the termination of the period of insurance. No additional premium will be payable for such Automatic Extended Reporting Period.

## SECTION 2 – GENERAL CONDITIONS

The following conditions apply to the whole of this **Policy**:

### Art. 2.1 Risk presentation

In agreeing to provide insurance and in setting the terms and **Premium**, the **Insurer** has relied on the information the **Policyholder** has given to the **Insurer** in the **Smart Application Form**.

The **Policyholder** must provide a fair presentation of the risk and must take care when answering any questions, the **Insurer** asked by ensuring that all information provided is accurate and complete. A fair presentation is one which clearly discloses in a reasonably clear and accessible manner all material facts which the **Policyholder** (including those responsible for arranging this insurance) know or ought to know following a reasonable search.

### Art. 2.2 Circumstances essential to the risk. Material changes of the risk

1. The **Policyholder** acknowledges and agrees that the description contained in the **Schedule** and all circumstances for which the **Insurer** has asked a question in the **Smart Application Form** constitute circumstances essential to the risk as defined by national regulations. By executing the **Policy** the **Policyholder** represents that all such information stated in the **Schedule** and the completed **Submission** is true and accurate.

2. The **Policyholder** shall notify the **Insurer** in writing immediately from becoming aware of any material changes to circumstances essential to the risk.

3. If upon the execution of the **Policy** or at any time during the **Policy Period** the **Insured** has intentionally concealed or inaccurately disclosed any circumstance which if known to the **Insurer** would have caused the **Insurer** to not execute the **Policy**, the **Insurer** may treat this **Policy** as null and void and refuse to make any payment under it. The **Insurer** will also

have the right to terminate the **Policy** with immediate effect from becoming aware of the respective circumstance. The **Insurer** shall be entitled to retain or receive payment of the part of the insurance premium due for the period until the termination/cancellation of the **Policy**.

4. In the event of **Loss** or **Claim** prior to termination or amendment of the **Policy**, the **Insurer** may reduce the amount of indemnity in the same proportion which the paid insurance premium bears to the insurance premium due in view of the actual risk.

For the purpose of this clause a circumstances essential to the risk is one, which might affect the **Insurer's** decision to provide insurance or the conditions of that insurance.

#### Art. 2.3 Cancellation

The **Policyholder** may cancel this **Policy** at any time by sending 14 days' notice in writing to the **Insurer** to the address provided in the **Schedule**.

The **Insurer** may cancel this **Policy** at any time by sending 14 days' notice in writing to the **Insured** of the date from which cancellation is to take effect.

#### Art. 2.4 Notify the Police

The **Insured** must immediately notify and co-operate with the Police if criminal activity is involved or suspected in respect of any claim or loss.

#### Art. 2.5 Coverage Territory

To the extent permitted by the regulations and law (which expression is for this purpose taken to include but not be limited to any trade or economic sanctions applicable to either party), and subject to the **Territorial Scope** and these terms and conditions, it covers **Privacy Wrongful Acts / Data Privacy Breach** committed and **Claims** made anywhere in the world.

#### Art. 2.6 Affiliated Entities admitted under the Policy

The inclusion of more than one **Insured** under this **Policy** shall not operate to increase the total **Limit of Liability** payable by the **Insurer** under this **Policy**.

#### Art. 2.7 Other Insurance

The insurance cover under this **Policy** will apply in excess of any other valid and collectible insurance available to any **Insured** unless such other insurance is written only as specific excess insurance over this **Policy**.

#### Art. 2.8 Assignment

This **Policy** and any rights under it cannot be assigned without the prior written consent of the **Insurer**.

#### Art. 2.9 Confidentiality

The **Policyholder** will make reasonable efforts not to disclose the existence of this **Policy** to any third party, except in such cases where the **Policyholder** is required to do so under contract with a third party subject to a confidentiality clause; or for the purpose of obtaining professional advice or by law.

#### Art. 2.10 Assistance and Cooperation

1. The **Insurer** will have the right to make any investigation which is necessary, and the **Policyholder** will cooperate with the **Insurer** in all investigations, including investigations regarding coverage under this **Policy** and the information and materials provided to the **Insurer** in connection with the underwriting and issuance of this **Policy**.

2. The **Policyholder** will execute or cause to be executed all papers and render all assistance as is requested by the **Insurer**.

3. The **Insured** agrees not to take any action which in any way increases the **Insurer's** exposure under this **Policy**. Expenses incurred by the **Insured** in assisting and cooperating with the **Insurer** do not constitute **Claim** or **Loss** expenses under the **Policy**.

4. Penalized Non-Compliance with a **Privacy Regulation** will not be considered an admission of liability.

#### Art. 2.11 Mergers and Acquisitions

1. If during the **Policy Period** the **Policyholder** acquires another entity whose revenues are more than 25% of the **Insured's** total annual revenues as set out in the most recent audited financial statements, there shall be no cover under this **Policy** for any loss related to the acquired entity unless the **Insured** gives the **Insurer** written notice at least 30 days prior to the acquisition, obtains the **Insurer's** prior written consent to extend cover to such additional entities, and agrees to pay any additional **Premium** required by the **Insurer** for doing so. Cover for any acquired entity shall not be available unless specifically set out in an endorsement to this **Policy**.

2. If during the **Policy Period** there is a change of control in any of the **Insured** entities then, in respect to such entity, this **Policy** shall immediately cease to afford any cover for any kind of loss subsequently discovered.

3. If during the **Policy Period** any entity ceases to be a **Subsidiary**, then coverage for such former **Subsidiary** under this Policy shall only be available, subject to all other terms and conditions of this Policy, for any matters arising under the **Policy** which occurred or allegedly occurred prior to the date it ceased to be a **Subsidiary**.

**Art. 2.12 Change of Control**

If during the **Policy Period** any person, group or entity acquires control of more than 50% of the issued share capital of the **Policyholder** or of the composition of the board of the **Policyholder**, the cover provided by this policy shall be restricted in order to apply only to **Claims** in respect of **Cyber Business Interruption, Privacy Breach or Network Security Breach** occurring prior to the effective date of such sale, consolidation, merger or acquisition of control, unless the **Insurer** has agreed to extend coverage under the **Policy** and the **Policyholder** has agreed to the terms of any such extension of coverage.

**Art. 2.13 Applicable Law and Dispute Resolution**

1. The **Policy** is subject to the laws of the **Insured's** domicile.
2. Parties should make the best of effort to resolve any dispute arising from the Policy execution in an amicable and mutual manner, under the principles of bona fide.
3. Any controversy or claim arising out of or relating to this policy, or the breach thereof, shall be settled by arbitration in the country of the **Insured's** domicile by one (1) arbitrator in accordance with the Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each party shall bear its own costs (including legal fees and expenses) in the arbitration unless the arbitrator determines otherwise. Nothing in this paragraph shall preclude any party from seeking a preliminary injunction or other provisional relief, either prior to, during or after invoking the procedures in this paragraph, if in its judgment such action is necessary to avoid irreparable damage or to preserve the status quo.
4. The parties may at any time, without prejudice to any other proceedings, seek to settle any dispute arising out of or in connection with the present policy in accordance with the Local Mediation Rules.
5. All disputes, not resolved by mutual consent or arbitration, arising from this insurance or related to it, including those arising from or concerning its interpretation, invalidity, performance or termination, shall be referred for resolution to the competent court in the country of the **Insured's** domicile.

**Art. 2.14 Notifications**

1. Any notification from the **Policyholder** to the **Insurer**, related to the insurance, must be sent to the **Insurer's** address specified in the **Schedule**.
2. Any notification from the **Insurer** to the **Policyholder** shall be sent to the **Insured's** address specified in the **Schedule**. Upon signing of the **Policy**, the **Policyholder** shall state an email address on which to receive messages, including modifications of the insurance conditions, regarding the amount of the insurance premium etc.
3. The **Policyholder** shall be obliged to immediately notify in writing the **Insurer** for the change of the address specified in the **Schedule** or change of the respective e-mail address and to submit their new address/e-mail address to the **Insurer**. Before receiving **Insured's** notification of their new address/e-mail address by the **Insurer**, the respective notifications shall be sent to the address/e-mail address indicated in the **Schedule** and the same shall be considered served and received by the **Insured** by virtue of all consequences stipulated by the law or the contract.

**SECTION 3 – GENERAL CLAIMS CONDITIONS**

**Art. 3.1 Claims Handling and Notification**

1. All notifications of a **Claim, Loss, Privacy Breach, Network Security Breach or Cyber Business Interruption** shall be made to the agreed incident response provider as detailed in the **Schedule**, immediately after the **Policyholder** has become aware of such incident. The **Policyholder** shall provide such information and documentation relating to the incident as the **Insurer** may require in its sole discretion;
2. The **Insured** may give notice to the **Insurer** of circumstances which may reasonably be expected to give rise to a **Claim** specifying the reasons for anticipating such a **Claim**. If such notice is given, any **Claim** directly or indirectly subsequently made against the **Insured** alleging, arising out of or in any way connected with such circumstances shall be deemed to have been made at the time such notice of circumstances was given by the **Insured** to the **Insurer**;
4. No **Insured** shall admit nor assume any liability, enter into any settlement agreement nor consent to any judgment in respect of any **Claim** without the prior written consent of the **Insurer**, such consent not to be unreasonably withheld or delayed;
- 5) 4. The **Insured** shall cooperate with the **Insurer**, including any counsel that the **Insurer** may appoint to investigate any **Claim** and render all such information and documents as the **Insurer** shall require in its sole discretion.

<p><b>Art. 3.2 Related Claims/ Losses</b></p> <p>Any <b>Losses</b> or <b>Claims</b> under all applicable sections of this <b>Policy</b>, directly or indirectly arising out of or in any way connected with the same originating cause or event, will be deemed to be a single <b>Claim/ Loss</b>, reported at the date of the first such <b>Loss/ Claim</b>. Any <b>Claim</b> or <b>Loss</b> under all applicable sections of this <b>Policy</b>, triggering more than one coverage under <b>Section 1 WHAT IS COVERED</b> or/and <b>Section 2 OPTIONAL EXTENSIONS</b>, will be deemed to be a single <b>Loss/ Claim</b>.</p>
<p><b>Art. 3.3 Defence Costs and Legal Representation Expenses</b></p> <p>Subject to the <b>Insured's</b> compliance with the provisions of the <b>Policy</b> and to the <b>Limit of Liability</b> and <b>Deductible</b> set out in the <b>Schedule</b>, the <b>Insurer</b> may agree to advance <b>Defence Costs</b> on an on-going basis and prior to the final disposition of a <b>Claim</b>. The <b>Insured</b> agrees to refund all such <b>Defence Costs</b> in case that it turns out that the <b>Claim</b> was not covered.</p>
<p><b>Art. 3.4 Defense of Claims</b></p> <ol style="list-style-type: none"> <li>1. The <b>Insurer</b> has the right but not the obligation to defend any covered <b>Claim</b> or <b>Regulatory Proceeding</b>. Defence counsel will be mutually agreed by the <b>Insured</b> and the <b>Insurer</b> but, in the absence of such agreement, the <b>Insurer's</b> decision will be final.</li> <li>2. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defense.</li> </ol>
<p><b>Art. 3.5 Indemnity and Settlement</b></p> <p>The <b>Insurer</b> will pay up to the overall <b>Limit of Liability</b> shown in the <b>Schedule</b> for the total of all <b>Claims, Losses</b> for all covers provided under <b>Section 1 - What is covered</b> and <b>Section 2- Optional extensions</b> (if cover is granted), including all <b>Defence costs, Breach Legal Costs, Breach Forensic Costs, PCI DSS Forensic Investigator Costs, Notification Costs, Call Center Costs, Credit Monitoring Costs, Crisis Management Costs, Regulatory Notification Costs</b>, unless they are limited below or otherwise in the <b>Schedule</b>.</p> <ol style="list-style-type: none"> <li>1. In the event of more than one <b>Claim</b> or <b>Loss</b> under one of several covers in <b>Section 1 - Insurance Coverage</b> and <b>Section 2- Optional extensions</b> (if cover is granted), arising from the same original cause or a single source, the <b>Insured</b> will only be liable to pay one <b>Deductible</b>, being the highest applicable Deductible shown in the <b>Schedule</b>.</li> <li>2. Any amounts to be paid by the <b>Insurer</b> shall not include or be calculated based on any of the <b>Insured's</b> overhead expenses, liability for debt, taxes, lost costs or profits, salaries or wages ordinarily incurred in the performance of the <b>Business Activity</b>, or any future cost of doing business, including but not limited to the cost of any future license or royalty, or costs of improving the <b>Insured's</b> security or performing audits.</li> </ol>
<p><b>Art. 3.6 Cyber Business Interruption</b></p> <ol style="list-style-type: none"> <li>1. Following a covered interruption, the <b>Insurer</b> will pay the difference between the <b>Insured's</b> actual <b>Net income</b> during the <b>Indemnity Period</b> and the <b>Net income</b> it is estimated the <b>Insured</b> would have earned during that period or, if this is the <b>Insured</b> first trading year, the difference between the <b>Net income</b> during the <b>Indemnity Period</b> and during the period immediately prior to the interruption, less any savings resulting from the reduced costs and expenses the <b>Insured</b> would pay out of the income during the <b>Indemnity Period</b>.</li> <li>2. The <b>Insurer</b> will also pay for reasonable <b>Increased costs of working</b>. However, this Policy does not apply and specifically excludes ALOP and CBI in respect of Business Interruption.</li> <li>3. The <b>Insured</b> must bear the <b>Cyber Business Interruption Deductible</b> in respect of each covered interruption.</li> </ol>
<p><b>Art. 3.7 Regulatory Defense and Penalties Claims</b></p> <p>The most the <b>Insurer</b> will pay for the total of all <b>Regulatory Defense and Penalties Claims</b> is the amount shown in the <b>Schedule</b>. This is included within, and not in addition to, the overall limit of indemnity shown in the <b>Schedule</b>.</p>
<p><b>Art. 3.8 PCI Security Standards related expenses</b></p>

1. The most the **Insurer** will pay for the total of all **PCI Security Standards related expenses** is the amount shown in the **Schedule**. This is included within, and not in addition to, the overall limit of indemnity shown in the **Schedule**.
2. The **Insurer** has the right but not the duty to assume control, defense and settlement of any **Claim** or investigation.
3. If the **Insured** refuses to consent to any settlement recommended by the **Insurer** and acceptable to the claimant, the **Insured** may continue the defense and investigation of that **Claim**. However, the further costs and expenses incurred will be paid by the **Insured** and the **Insurer** will not have the obligation to refund any such payments.
4. At any stage of a **Claim, Loss, Privacy Breach, Network Security Breach, Cyber Business Interruption** the **Insurer** may choose to pay the **Limit of Liability** or any amount that remains following any earlier payment(s). In this case the **Insurer** will have no further liability for such **Claim, Loss, Privacy Breach, Network Security Breach, Cyber Business Interruption**.

#### Art. 3.9 Subrogation and Recoveries

1. If any payment is to be made under this **Policy** in respect of a **Claim**, the **Insurer** shall become entitled to assume all rights of recovery of the **Insured** against any party whether or not payment has been made and whether or not the **Insured** has been fully compensated for its loss. The **Insurer** shall be entitled to pursue and enforce such rights in the name of the **Insured**. The **Insured** shall do nothing to prejudice these rights. The **Insured** must, at its own cost, assist the **Insurer** by providing information as the **Insurer** reasonably requires to exercise rights of recovery or any subrogation including but not limited to the provision of executed documentation and the giving of evidence.
2. All recoveries obtained after any payment under this **Policy**, less the actual cost of recovery will be applied and distributed as follows: firstly to satisfy the **Insured's** liability for amounts which would have otherwise been paid under this **Policy** but for being in excess of the applicable **Limit of Liability**; secondly to reimburse the **Insurer** for any amounts paid by the **Insurer**; and thirdly to the **Insured** to satisfy any **Deductible** incurred by the **Insured**.

#### Art. 3.10 Fraudulent claims

1. If the **Insured** or anyone entitled to cover in respect of any **Claim** or **Loss** under any coverage provided by this **Policy**, or anyone on behalf of the **Insured** or such other person, tries to deceive the **Insurer** by deliberately giving false information or making a fraudulent **Claim** or **Loss** under this **Policy** then:
  - a) the **Insurer** shall be entitled to give the **Insured** notice of termination of the **Policy** with effect from the date of any fraudulent act or **Claim** or the provision of such false information;
  - b) the **Insurer** shall be entitled to refuse to make any payment under the **Policy** in respect of any **Claim** made or any **Loss** occurring after the date of any fraudulent act or **Claim** or the provision of such false information;
  - c) the **Insured** must reimburse all payments already made by the **Insurer** relating to **Claims** made or **Losses** occurring after the date of any fraudulent act or **Claim** or the provision of such false information;
 This does not affect the **Insured's** rights in relation to any **Claim** made or **Loss** occurring before the date of any fraudulent act or **Claim** or the provision of such false information.

### SECTION 4 – EXCLUSIONS

The **Insurer** shall not be liable to make any payment or provide any benefit or service in respect of any **Loss** or **Claim** based on, arising out of or connected to:

#### 1. Bodily Injury and Property Damage

directly or indirectly based upon, arising out of or attributable to any actual or alleged **Bodily Injury** or **Property Damage**, however this exclusion shall not apply to mental anguish, mental injury or illness, emotional distress, pain and suffering or shock as a result of **Privacy Wrongful Act** and/or **Electronic Publishing Wrongful Act**.

#### 2. Pollution

directly or indirectly based upon, arising out of or attributable to any impact to the air, soil or water resulting from the discharge, dispersal, seepage, release or escape of any solid, liquid, gaseous, biological, radioactive or thermal irritant or contaminant whether occurring naturally or otherwise, including smoke, vapour, soot, fibres, germs, viruses, fumes, acids, alkalis, chemicals, waste, and other toxic or hazardous substances, sound, noise, smell, vibration, waves or changes in temperature;

#### 3. War and Civil War

directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority. For the purpose of this exclusion clause, all incidents named above shall include

<p>both kinetic and cyber conduct.</p>
<p><b>4. Nuclear risks</b>          directly or indirectly based upon, arising out of or attributable to:</p> <ul style="list-style-type: none"> <li>a. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;</li> <li>b. any products or services which include, involve or relate in any way to anything in a. above or the storage, handling or disposal of anything in a. above</li> <li>c. all operations carried out on any site or premises on which anything in a. or b. above is located.</li> </ul> <p>Nuclear Energy Risks in accordance with the Nuclear Energy Risks Exclusion Clause (Reinsurance) (1994) (Worldwide excluding U.S.A. and Canada) NMA 1975a.</p>
<p><b>5. Seizure and confiscation</b>          directly or indirectly based upon, arising out of or attributable to any confiscation, requisition, expropriation, appropriation, seizure or destruction of property by or under the order of any government or public or local authority, or any order by such authority to take down, deactivate or block access to <b>the Insured Network</b>.</p>
<p><b>6. Pre-existing problems</b>          for anything likely to lead to a <b>Loss</b> or <b>Claim</b>, for which the <b>Insured</b> knew, discovered or ought reasonably to have known about before the <b>Insurer</b> agreed to provide cover under the <b>Policy</b>, such as but not limited to any fact, circumstance, situation, transaction, event:</p> <ul style="list-style-type: none"> <li>(a) underlying or alleged in any prior and/or pending litigation or administrative or regulatory proceeding of which the <b>Insured</b> had received notice prior to the <b>Retroactive Date</b>;</li> <li>(b) which, prior to the <b>Retroactive Date</b>, was the subject of any notice given by or on behalf of the Insured under any other policy of insurance; or</li> <li>(c) which was known to the <b>Insured</b> prior to the <b>Retroactive Date</b> and could reasonably be expected to give rise to a <b>Claim</b>.</li> </ul> <p>In respect to retroactive cover :</p> <ul style="list-style-type: none"> <li>- Exclusion of: Prior &amp; Pending Litigation;</li> <li>- Knowledge Date, i.e. Date of virus becoming known to the insured is not before inception of original policy.</li> </ul>
<p><b>7. Dishonest and criminal acts</b>          directly or indirectly based upon, arising out of or attributable to any dishonest, fraudulent, criminal, malicious or intentional act or omission, or any wilful violation of any statute, rule, or law, by an <b>Insured</b>, if an admission, final adjudication or finding establishes that such act, omission or violation occurred; provided, however, that this exclusion shall not apply to any <b>Employee</b>.</p>
<p><b>8. Professional liability</b>          for any <b>Claim</b> made by any individual or entity to whom or which the <b>Insured</b> have provided professional advice or services. However, this exclusion does not apply to the Claims under <b>Privacy Liability claims</b> and <b>Internet Media liability claims</b> provided that the <b>Claim</b> is not directly related to the provided expert advice or professional service.</p>
<p><b>9. Failure of utilities</b>          based upon, arising out of or attributable to any mechanical or electrical failure, interruption or outage, however caused, including any electrical power interruption or surge, brownout, blackout, short circuit, over voltage, or power fluctuation or outage to gas, water, telephone, cable, satellite, telecommunications, the internet or any component thereof including hardware or software or any other infrastructure, provided however:</p> <ul style="list-style-type: none"> <li>a) in respect of any <b>Loss</b> or <b>Privacy Breach</b>, this exclusion shall not apply to any failure, interruption, or outage of telephone, cable or telecommunications under the Insured's direct control which is the result of an <b>Privacy Wrongful Act</b> or a <b>Network Security Breach</b> directed against the <b>Insured Network</b>.</li> <li>b) in respect of any <b>Digital Asset Restore Costs</b>, this exclusion shall not apply to any failure, interruption, or outage of telephone, cable or telecommunications under the <b>Insured's</b> direct control.</li> </ul>
<p><b>10. Betterment costs</b>          costs for the upgrading or betterment of the <b>Insured Network</b>, any other application or system of the <b>Insured</b>.</p>
<p><b>11. Bankruptcy</b>          based upon, arising out of or attributable to any bankruptcy, liquidation or insolvency of the <b>Insured</b> or any other person,</p>

including any <b>Service Provider</b> .
<p><b>12. Non-covered jurisdictions</b> based upon, arising out of or attributable to any legal proceedings commenced in any jurisdiction not included in the <b>Territorial Scope</b> written in the <b>Schedule</b>.</p>
<p><b>13. Internet Media Liability Claims by Employees</b> For any <b>Claim</b> under <b>Section 1 What is covered, Third-Party Coverage, Internet Media liability claims</b> made by any person or entity that the <b>Insured</b> currently employ or formerly employed, including but not limited to Employees, freelancers, and independent contractors.</p>
<p><b>14. Intellectual property</b> based upon, arising out of or attributable to any actual or alleged theft, infringement, dilution, violation or misappropriation of:</p> <ul style="list-style-type: none"> <li>a) any patent or trade secret, however, this exclusion shall not apply to the extent any <b>Claim</b> alleges an inadvertent disclosure of a trade secret that constitutes a <b>Privacy Breach</b>; or</li> <li>b) except with respect to the cover provided under <b>Section 1 What we cover, Third-Party Coverage, Internet Media Liability claims</b>, any copyright, service mark, trade name, trade mark or other intellectual property of any third party.</li> </ul>
<p><b>15. Defamatory statements</b> based upon, arising out of or attributable to any statement the <b>Insured</b> knew, or ought reasonably to have known, was defamatory at the time of publication.</p>
<p><b>16. Sanctions and Limitations</b> based upon, directly or indirectly arising from or attributable to the provision of any loss, indemnity or a benefit under this <b>Policy</b> hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the <b>Insurer</b> 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.</p>
<p><b>17. Theft of money</b> based upon, arising out of or attributable to any loss, transfer or theft of money, securities, funds or goods belonging to the <b>Insured</b> or others whilst in the care, custody, or control of the <b>Insured</b> or a <b>Service Provider</b>.</p>
<p><b>18. Claims brought by a related party</b> Any <b>Claim</b> brought by any person or entity within the definition of <b>Insured Executive</b> or any party with a financial, executive or managerial interest in the <b>Insured</b>, including any parent company or any party in which the <b>Insured</b> have a financial, executive or managerial interest.</p>
<p><b>19. Non-specific privacy investigations</b> directly or indirectly based upon, arising out of or attributable to any <b>Regulatory proceeding</b> or an investigation arising from any routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation into the activities of the <b>Insured's</b> industry which is not solely related to an alleged <b>Privacy Wrongful Act or Data Privacy Breach</b>.</p>
<p><b>20. Contractual liability</b> directly or indirectly based upon, arising out of or attributable to any contractual liability, obligation, or breach of contract, including any liability of others assumed by the <b>Insured</b>, except to the extent that such liability would have attached to the <b>Insured</b> in the absence of such contract or agreement.</p>
<p><b>21. Fines and Penalties</b> directly or indirectly based upon, arising out of or attributable to criminal, civil or regulatory sanctions, fines, penalties, disgorgement of profits, punitive damages, exemplary damages, treble damages or multiple damages which the <b>Insured</b> is legally obliged to pay, including but not limited to those imposed by any national or local governmental body or any licensing organisation. However, this does not apply to <b>Section 1 - What is covered, Third-Party Coverage</b>:</p> <ul style="list-style-type: none"> <li>a) <b>PCI Security Standards related expenses</b></li> <li>b) <b>Regulatory Defence and Penalties Claims</b> if insurable in the jurisdiction where such award was first ordered.</li> </ul>
<p><b>22. Electronic dissemination</b> directly or indirectly based upon, arising out of or attributable to any unsolicited electronic dissemination of faxes, emails, or other communications to multiple actual or prospective customers by the <b>insured</b> or any other third party, including actual or alleged violations of any anti-spam statute, law, ordinance or regulation that prohibits or limits the sending,</p>



transmitting, communication or distribution of material or information in any jurisdiction. However this exclusion shall not apply to **any loss** from any **claim** made against any insured, resulting from a **Network security Breach**.

**23. Unauthorized file sharing**

based upon, arising out of or attributable to the uploading or downloading of digitized music, movies, software or video games by persons who allegedly or actually failed to obtain valid licenses with respect to such music, movies, software or video games, in respect to **Section 1 – WHAT IS COVERED, Internet Media Liability claims** only.

**24. Government /state sponsored attacks in respect to Cyber terrorism coverage.**

**25. Losses caused by Operating Errors/Faulty Operations and / or System Failures**

**26. In addition the following types of business are excluded from this Contract:**

- Internal security,
- national security,
- Banks, Credit unions, Credit card companies, Insurance Companies, Investment Funds,
- Website hosting and collocation services (including ISP's / e-mail service providers / social media entities / data processing services),
- Airlines,
- Telecommunication,
- Energy Suppliers.