



## Your Kingsbridge Contractor Insurance Cyber Policy

**Please keep this document safe and refer to it if you need to make a claim.** If you need this document in an alternative format please speak to your insurance adviser.

# Contents

This policy consists of individual sections. You should read this policy in conjunction with The Schedule which confirms the sections you are insured under and gives precise details of the extent of your insurance protection.

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# The Contract of Insurance

The contract of insurance between You and Us consists of the following elements, which must be read together:

- your policy wording;
- the information provided by You and/or the application form;
- the information contained in the Statement of Fact issued by Us;
- the policy schedule;
- any notice issued by Us at renewal;
- any endorsement to Your policy; and
- the information within the Important Information document which We give You when You take out or renew your policy.

In return for you having paid or agreed to pay the premium, We will provide the cover set out in this policy, to the extent of and subject to the terms and conditions contained in or endorsed on this policy.

## Important

This policy is a legal contract. You must tell us about any material circumstances which affect your insurance and which have occurred either since the policy started or since the last renewal date.

A circumstance is material if it would influence our judgement in determining whether to provide the cover and, if so, on what terms. If you are not sure whether a circumstance is material ask your insurance adviser. If you fail to tell us it could affect the extent of cover provided under the policy.

You should keep a written record (including copies of letters) of any information you give us or your insurance adviser when you renew this policy.

## Breach of term

We agree that where there has been a breach of any term (express or implied) which would otherwise result in us automatically being discharged from any liability, then such a breach shall result in any liability we might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that we will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

## Terms not relevant to the actual loss

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

- loss of a particular kind, and/or
- loss at a particular location, and/or
- loss at a particular time,

then we agree that we may not rely on the non-compliance to exclude, limit or discharge our liability under this policy if you show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances which it occurred.

# Policy Introduction

## Introduction

Welcome to Aviva. We are committed to providing a first-class service. Aviva has the experience and longevity of a company who can trace its roots back to the establishment of the Hand in Hand Fire & Life Insurance Society in London in 1696.

This is your Cyber policy which sets out your insurance protection in detail.

Your premium has been calculated on the basis of the extent of cover you have selected which is specified in The Schedule, the information you have provided and the declaration you have made. Please read the policy and The Schedule carefully to ensure that the cover meets your requirements, and the details on The Schedule are correct.

Please contact your insurance adviser if you have any questions or if you wish to make adjustments.

## Contact Details for Claims and Help

### **Cyber Claims Service: 0800 051 4473**

If a cyber incident occurs, call our 24/7 claims line. A dedicated Incident Manager will be appointed and will coordinate the specialist support whenever it is required.

### **Telephone Call Charges and Recording**

Calls to 0800 numbers from UK landlines and mobiles are free. The costs of calls to 01, 02 and 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

## Choice of Law

The appropriate law as set out below will apply unless you and the insurer agree otherwise:

- The law applying in that part of the UK, the Channel Islands or the Isle of Man in which you normally live or (if applicable) the first named policyholder normally lives, or
- In the case of a business, the law applying in that part of the UK, the Channel Islands or the Isle of Man where it has its principal place of business, or
- Should neither of the above be applicable, the law of England and Wales will apply.

## Complaints Procedure

### **What to do if you are unhappy**

If you have a complaint about this insurance, please contact your insurance adviser. Contact details can be found on your insurance documents. Your insurance adviser may ask Aviva to handle your complaint.

### **What will happen if Aviva is handling your complaint**

If your complaint is not resolved quickly:

- Your complaint will be acknowledged promptly.
- A dedicated complaint expert will be assigned to review your complaint.
- A thorough and impartial investigation will be carried out.
- You will be kept updated of the progress.
- Everything will be done to resolve things as quickly as possible.
- A written response will be sent to you within eight weeks of receiving your complaint, this will inform you of the results of the investigation or explain why this isn't possible.

Where your concerns are unable to be resolved or have not been resolved within eight weeks, you may be able to ask the Financial Ombudsman Service (FOS) to carry out an independent review. Whilst firms are bound by their decision you are not. Contacting them will not affect your legal rights.

You can contact the FOS on 0800 023 4567 or visit their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk), where you will find further information.

## Use of Language

All communications relating to this contract will be in English.

## Disability Discrimination

Need this in a different format?

Please get in touch with your insurance adviser if you'd prefer the documentation in large font, braille or as audio.

## Financial Services Compensation Scheme

Depending on the circumstances of your claim you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if we cannot meet our obligations.

See [fscs.org.uk](http://fscs.org.uk)

# Cyber

## Data Security Breach

### Cover

Where a Data Security Breach has been first discovered during the Period of Insurance, We will cover You for the resulting cost of

- (1) specialist consultants or consulting engineers to
  - (a) investigate whether a Data Security Breach has occurred
  - (b) mitigate any on-going loss
- (2) external legal advice to manage Your response to the Data Security Breach
- (3) notifying any
  - (a) Data Subject of the Data Security Breach
  - (b) regulatory body of the Data Security Breach where You are required to do so by any law or regulation
- (4) provision of
  - (a) a telephone help line to assist Data Subjects after they have been notified of the Data Security Breach
  - (b) a credit monitoring or credit protection service to the affected Data Subjects for a period of up to one year provided that the offer of such service must be accepted by the Data Subject within 12 months of the initial offer
  - (c) identity fraud remediation services for Data Subjects

provided such costs are necessarily and reasonably incurred with Our consent.

The maximum We will pay in any Period of Insurance will be the Cover Limit subject to the Total Cover Limit stated in The Schedule.

## Virus, Hacking and Denial of Service Attack

### Cover

Where a Virus or Similar Mechanism, Hacking or a Denial of Service Attack, which directly affects You or any Outsourced Service Provider, has been first discovered during the Period of Insurance, We will cover You for the resulting cost of

- (1) reinstating, recreating or restoring Your data onto Data Storage Materials
- (2) repairing or replacing Your Computer Equipment including software and programs contained within
- (3) locating and removing a detectable Virus or Similar Mechanism contained in any of Your Computer Equipment

provided such costs are necessarily and reasonably incurred with Our consent.

The maximum We will pay in any Period of Insurance will be the Cover Limit, subject to the Total Cover Limit stated in The Schedule.

### Exceptions

***The following Exception applies to Virus, Hacking and Denial of Service Attack Cover in addition to the Section Exceptions and the Policy Exceptions at the back of this policy.***

We will not cover You for Damage to Computer Equipment software or programs caused by or consisting of a Defined Contingency regardless of any other contributory cause.

## Extortion

### Cover

Where a Cyber Extortion is first made during the Period of Insurance We will reimburse You for:

- (1) a Cyber Extortion Payment
- (2) a Cyber Extortion Payment which is stolen before reaching the Cyber Extortionist
- (3) costs necessarily and reasonably incurred by You in order to resolve the Cyber Extortion

provided We determine that it is legally permissible to reimburse any such payment.

The maximum We will pay in any Period of Insurance will be the Cover Limit subject to the Total Cover Limit stated in The Schedule.

### Exceptions

***The following Exception applies to Extortion Cover in addition to the Section Exceptions and the Policy Exceptions at the back of this policy.***

We will not cover You for more than one claim arising from the same Cyber Extortionist.

## Business Interruption

### Cover

We will cover You for any reduction in Revenue and any increase in the cost of working resulting from interruption to or interference with The Business including any loss of current or future customers caused by damage to Your reputation arising from a;

- (1) Data Security Breach
- (2) Virus or Similar Mechanism, Hacking or a Denial of Service Attack
- (3) Cyber Extortion

which is insured by this Section and first discovered during the Period of Insurance and which directly affects Your Computer Equipment or the Computer Equipment of any Outsourced Service Provider.

The amount We will pay shall be;

- (1) in respect of any reduction in Revenue, the amount by which the Standard Revenue exceeds the actual Revenue during the Indemnity Period;
- (2) in respect of any increase in the cost of working, the additional expenditure including, but not limited to, overtime or additional labour costs required to keep your business trading and provided such costs are necessarily and reasonably incurred for the sole purpose of avoiding or diminishing a reduction in Revenue during the Indemnity Period which but for that expenditure would have taken place.

The maximum We will pay in respect of any increase in cost of working is the reduction avoided by the expenditure;

less any savings during the Indemnity Period in business charges or expenses, payable out of Revenue, which reduce or cease in consequence of the loss or damage.

The maximum We will pay in any Period of Insurance will be the Cover Limit subject to the Total Cover Limit stated in The Schedule.

## Exceptions

**The following Exceptions apply to Business Interruption Cover in addition to the Section Exceptions and the Policy Exceptions at the back of this policy.**

We will not cover You for interruption to, or interference with, The Business

- (1) lasting less than 8 hours, or
- (2) during the Excess Period.

## Network Security Liability

### Cover

We will provide cover to You for Your legal liability to pay Compensation and Costs and Expenses in respect of any claim which is both first made against You during the Period of Insurance and notified to Us during the Period of Insurance or within 30 days of the expiry of the Period of Insurance and which arises as a direct result of

- (1) negligent transmission of a Virus or Similar Mechanism or
- (2) Your failure to prevent unauthorised access to or use of Computer Equipment that results in Denial of Service Attack

which results from the use by The Insured of Computer Equipment in connection with The Business within The Defined Territories.

The maximum We will pay in any Period of Insurance will be the Cover Limit subject to the Total Cover Limit stated in The Schedule.

## Data Privacy and Confidentiality Liability

### Cover

We will provide cover to You for Your legal liability to pay Compensation and Costs and Expenses in respect of any claim which is both first made against You during the Period of Insurance and notified to Us during the Period of Insurance or within 30 days of the expiry of the Period of Insurance and which arises as a direct result of

- (1) breach of confidence in respect of any individual or misuse of any individual's private information or Personal Data
- (2) a breach of Data Protection Regulations resulting in material or non-material damage, caused by loss, unauthorised destruction or disclosure of, or unauthorised access to, Personal Data

However, where You have a Liability policy already insured with Aviva which contains a Data Protection clause we will not provide cover under (2) for liability under Data Protection Regulations other than arising from unauthorised access to or use of Computer Equipment

- (3) loss, disclosure or destruction of third party confidential commercial information held under an agreement resulting in financial loss

by The Insured in connection with The Business within The Defined Territories.

The maximum We will pay in any Period of Insurance will be the Cover Limit subject to the Total Cover Limit stated in The Schedule.

## Multimedia Liability

### Cover

We will provide cover to You for your legal liability to pay Compensation and Costs and Expenses in respect of any claim which is both first made against You during the Period of Insurance and notified to Us during the Period of Insurance or within 30 days of the expiry of the Period of Insurance and which arises as a direct result of

- (1) defamation of character, libel or slander
- (2) plagiarism or infringement of any trade mark, registered design or copyright committed or occasioned by The Insured

which results from the use by The Insured of On-line Media in connection with The Business within The Defined Territories.

The maximum We will pay in any Period of Insurance will be the Cover Limit subject to the Total Cover Limit stated in The Schedule.

### Exceptions

**The following Exceptions apply to Network Security Liability, Data Privacy and Confidentiality Liability, Multimedia Liability Cover in addition to the Section Exceptions and the Policy Exceptions at the back of this policy.**

We will not provide cover for:

- (1) any claim made or notified before the Retroactive Date
- (2) any liability assumed by agreement which would not have arisen in the absence of such agreement
- (3) any infringement of patents or misappropriation of trade secrets
- (4) any future cost of doing business including but not limited to the value of any licence or royalty fee going forward
- (5) any consequential loss in connection with breach of confidence in respect of any individual or misuse of any individual's private information
- (6) any Virus or Similar Mechanism created or knowingly transmitted by The Insured other than any Virus or Similar Mechanism created or knowingly transmitted by an Employee who is not a director or partner acting intentionally and outside of their scope of authority
- (7) any proceedings or claims relating to Compensation for any Employee. However this exception shall not apply to any proceedings or claims relating to any breach of confidence in respect of any Employee or the misuse of any Employee's private information or Personal Data
- (8) liability arising out of Personal Injury or physical loss, destruction or damage to Property.

For the purposes of the above covers Personal Injury shall also include mental anguish, emotional distress and discrimination. However this exception shall not apply in respect of claims for mental anguish or emotional distress arising from defamation or breach of confidence in respect of any individual or misuse of any individual's private information or Personal Data or breach of Data Protection Regulations.

- (9) any actual or alleged breach of competition law, restraint of trade or unfair competition

- (10) any advice, instruction, consultancy, design, formula, specification, inspection, certification or testing performed or provided separately for a fee or under a separate contract
- (11) the carrying out of any work which affects or could affect
  - (a) the navigation, propulsion or safety of any aircraft or other aerial device
  - (b) the safety or operation of nuclear installations
- (12) work in or on and travel to, from or within any offshore accommodation, exploration, drilling or production rig or platform or support vessel

## Clauses

### ***The following clauses are applicable to all Cyber Covers***

#### **Acquisition, Establishment or Disposal of Another Company**

We will automatically extend the cover available under this policy where You establish or acquire a new subsidiary company during the Period of Insurance, provided that the newly established or acquired subsidiary company

- (1) is not registered, and does not have any employees, operations or assets, outside of The Defined Territories, and
- (2) is not quoted on any stock exchange, and
- (3) has a gross annual turnover which is less than 10% of Your combined total gross turnover (including, for the avoidance of any doubt, those of any subsidiary company declared to us immediately before the new acquisition or establishment), and
- (4) has not had any incidents in the past three years which would or could have led to a claim under any of these cyber covers, and
- (5) carries out business activities which are not materially different to The Business.

Unless automatic coverage applies, as set out above, You must

- (1) give Us written notice of any such new acquisition or establishment as soon as practicable, together with such additional information as We may require, and
- (2) accept any notified alteration to the terms of this policy, and
- (3) pay any additional premium required by Us.

Unless otherwise agreed, We will only cover the new subsidiary company under this policy from the date such new subsidiary company was established or acquired by You.

In the event of the liquidation or sale of a subsidiary company during the Period of Insurance, We will continue to cover such subsidiary company under this policy during this process but only in respect of claims which are notified to Us while the subsidiary company is part of Your group.

#### **Payment for Court Attendance**

We will compensate You if, at Our request, You or any director, partner or Employee of Yours attend court as a witness in connection with a claim for which The Insured is entitled to cover. The maximum We will pay, per day, for You or each director, partner or Employee of Yours is stated in The Schedule.

#### **Reputation Management Expenses**

Following an incident which has been notified to Us and We have confirmed could result in a claim under this Section, We will cover You for the costs necessarily and reasonably incurred with Our consent for public relations consultants to provide advice to minimise adverse publicity.

The maximum We will pay in any Period of Insurance will be the respective Cover Limit subject to the Total Cover Limit stated in The Schedule.

#### **Resilience Improvements**

Where We have made payment for a loss arising from

- (1) Data Security Breach
- (2) Virus or Similar Mechanism, Hacking or a Denial of Service Attack
- (3) Cyber Extortion

We will provide cover for additional costs incurred with Our consent during the Period of Insurance for the sole purpose of improving the resilience of Your computer system to prevent a similar future incident.

The maximum We will pay in respect of this clause is stated in The Schedule and is subject to the Total Cover Limit stated in The Schedule.

#### **Exceptions**

##### ***The following Exceptions apply in addition to the Section Exceptions and the Policy Exceptions at the back of this policy.***

We will not cover You for

- (1) improvement already planned by You and which were due to be carried out
- (2) the first 25% of any additional costs.

##### ***The following clause is applicable to your Data Security Breach cover in this Section***

#### **Regulatory Fines and Penalties**

We will cover You in respect of

- (1) any lawfully insurable regulatory fines and penalties imposed on You
- (2) legal costs necessarily and reasonably incurred by You to respond to or defend action taken by a regulatory body

as a result of a breach of Data Protection Regulations arising as a direct result of a Data Security Breach, Virus or Similar Mechanism, Hacking or Denial of Service Attack.

The maximum We will pay in any Period of Insurance will be the Cover Limit subject to the Total Cover Limit stated in The Schedule.

##### ***The following clause is applicable to your Multimedia Liability cover in this Section***

#### **Media Removal Costs**

We will pay costs, incurred with Our consent, for the removal of Your On-line Media content which will avoid a claim being made, or mitigate a claim that has been made, against You under the Multimedia Liability cover in this Section.

# Policy Conditions

## Policy Conditions

**The following Policy Conditions apply in addition to the conditions contained in each Section of the policy.**

### Alteration of Risk

If there has been any alteration to the Property Insured and/or The Premises and/or The Business after the effective date of this insurance which increases the risk of loss, destruction, damage, accident or injury or Your interest ceases except by will or operation of law, We will at Our option avoid the policy from the date of such alteration or when Your interest ceases, unless We accept the alteration.

### Arbitration

If We accept liability but You disagree with the amount We offer to pay, the claim will be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions.

### Cancellation

- (1) You may cancel this policy at any time after the date we have received the premium by providing at least 30 days' written notice to us.
- (2) If there is a default under your Aviva credit agreement which finances this policy, we may cancel this policy by providing written notice to you in accordance with the default termination provisions set out in your Aviva credit agreement.

If your policy is cancelled under (1) or (2) above, we may, at our discretion, refund to you a proportionate part of the premium paid for the unexpired period. This is provided that, during the current Period of Insurance, there has been no:

- (a) claim made under the policy for which we have made a payment
  - (b) claim made under the policy which is still under consideration
  - (c) incident which you are aware of and which is likely to give rise to a claim and which has already been, or is yet to be, reported to us.
- (3) Where there is no Aviva credit agreement to finance this policy, we will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by us to your last known address.
  - (4) We may also cancel this policy at any time by providing at least 30 days' written notice to your last known address.

We will refund a proportionate part of the premium for the unexpired period provided that, during the current Period of Insurance, there has been no:

- (a) claim made under the policy for which we have made a payment
- (b) claim made under the policy which is still under consideration
- (c) incident which you are aware of and which is likely to give rise to a claim and which has already been, or is yet to be, reported to us

### Contribution

**Applicable to Virus, Hacking and Denial of Service Attack, Network Security Liability, Data Privacy and Confidentiality Liability, Multimedia Liability covers.**

If the insurance provided by any of the above covers is also covered by another policy (or would be but for the existence of such above cover), We will only provide cover to You for any excess beyond the amount which would be payable under such other insurance had such above cover not been effected.

### Applicable to all other covers insured by this Policy

- (1) Where any loss, destruction, damage or liability covered by the policy is also covered by another policy, or would be but for the existence of this policy, We will only pay a rateable share of the loss.
- (2) If the other insurance is subject to a condition of average and this policy is not, this policy will become subject to the same condition of average.

### Discharge of Liability

We may at any time pay the Cover Limit or a smaller amount for which a claim can be settled after deduction of any sum already paid. We will not make any further payment except for costs and expenses incurred prior to the payment of the claim.

### Fraud

If a claim made by You or anyone acting on Your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (1) refuse to pay the claim,
- (2) recover from You any sums paid by Us to You in respect of the claim,
- (3) by notice to You cancel the policy with effect from the date of the fraudulent act without any return of premium.

If We cancel the policy under (3) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any other person other than You and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may:

- (1) refuse to pay the claim
- (2) recover any sums paid by Us to You in respect of the claim (from You or such person depending on who received the sums or who benefited from the cover provided),
- (3) by notice to You and such person cancel the policy provided for such person with the effect from the date of the fraudulent act without any return of premium in respect of such cover.

If We cancel a person's cover under (3) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have under such cover occurring before the time of the fraudulent act.



## Identification

The policy and The Schedule will be read as one contract.

## Non Disclosure, Misrepresentation or Misdescription

### 1. Before this policy was entered into

If You have breached Your duty to make a fair presentation of the risk to Us before this policy was entered into, then:

- where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
  - We would not have agreed to provide cover under this policy on any terms, We may avoid this policy and refuse all claims, but will return any premiums paid.
  - We would have agreed to provide cover under this policy but on different terms (other than premium terms), We may require that this policy includes such different terms with effect from its commencement  
and/or
  - We would have agreed to provide cover under this policy but would have charged a higher premium, Our liability for any loss amount payable shall be limited to the proportion that the premium we charged bears to the higher premium we would have charged, as outlined in Schedule 1 to the Insurance Act 2015

### 2. Before a variation was agreed

If You have breached Your duty to make a fair presentation of the risk to Us before any variation to this policy was agreed, then:

- where the breach was deliberate or reckless, We may cancel this policy with effect from the variation, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:
  - We would not have agreed to the variation on any terms, We may treat this policy as though the variation was never made, but will return any additional premiums paid.
  - We would have agreed to the variation but on different terms (other than premium terms), We may require that the variation includes such different terms with effect from the date it was made.  
and/or
  - We would have agreed to the variation but would have increased the premium, or would have increased it by more than We did, or would not have reduced it or would have reduced it by less than We did, our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This condition operates in addition to any provision relating to underinsurance in this policy

## Our Rights

We may, if Damage occurs which leads to a claim

- (1) enter the Building or The Premises
- (2) take possession of, or require to be delivered to Us, the Computer Equipment which We will deal with in a reasonable manner without incurring liability or reducing Our rights.

We will not pay for any Damage if You, or anyone acting on Your behalf, do not comply with Our requirements or hinder or obstruct Us. You are not entitled to abandon property to Us.

## Reinstatement

When We decide, or are required to reinstate or replace Your data, You will at Your expense provide plans, documents, books, and/or any information which We require. We will not be obliged to reinstate property exactly but only in a satisfactory manner as circumstances allow.

The maximum amount We will pay is the Cover Limit

## Sanctions

We shall not provide cover nor be liable to pay any claim or provide any benefit under this policy if to do so would expose Us 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 or any of its states.

## Severability of Interest

If The Policyholder comprises more than one party, each operating as a separate and distinct entity, this policy shall apply in the same manner and to the same extent to each party as if they were separately and individually insured.

Provided that for the purposes of the Total Cover Limit and/or any amount payable stated in The Schedule or elsewhere in this policy (as the case may be), all of the parties insured under this policy shall be treated as one party so that there shall be a single contract of insurance between

- (1) Aviva as one party  
and
- (2) The Policyholder and each Subsidiary Company as the other party.

## Subrogation

Anyone making a claim under this policy must, at Our request and expense, do everything We reasonably require to enforce a right or remedy or obtain relief or indemnity from other parties to which We will become entitled or subrogated because of payment for or making good loss, destruction, damage, accident or injury. We may require You to carry out such actions before or after We make any admission of or payment of a claim.

# Policy Exceptions

## Policy Exceptions

**The following Policy Exceptions apply to all Sections unless otherwise stated and in addition to the Section exceptions contained in the policy.**

We will not provide cover in respect of

- (1) any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event
  - (a)
    - (i) war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
    - (ii) mutiny or military uprising, martial law
  - (b) nationalisation, confiscation, requisition, seizure, damage or destruction by or by order of any government or any local or public authority, and
  - (c) any action taken in controlling, preventing, suppressing or in any way relating to (1) (a) and/or (1) (b) above
- (2) death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability directly or indirectly caused by or contributed to by or arising from
  - (a)
    - (i) ionising radiations or contamination by radioactivity from nuclear fuel or from nuclear waste the combustion of nuclear fuel
    - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - (b) the use of any weapon or device
    - (i) dispersing radioactive material and/or ionising radiation, or
    - (ii) using atomic or nuclear fission and/or fusion or other like reaction
  - (c) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this will not apply in respect of radioactive isotopes at The Premises (other than nuclear fuel or nuclear waste) used in the course of The Business for the purposes for which they were intended
- (3) Money, negotiable instruments and specie, securities and bonds, jewellery, precious stones and metals, bullion, furs, curios and antiques, rare books, works of art, goods held in trust or on commission, documents, manuscripts, business books, computer systems records, explosives and hazardous substances, property in transit unless specifically mentioned.
- (4) any claim which arises directly or indirectly from or consists of the failure or inability of any
  - (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunications equipment or systems, or any similar device

- (b) media or systems used in connection with anything referred to in (4) (a) above whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of
  - (i) recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
  - (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

However,

- (1) We will not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency arising under the Cyber Section, but only to the extent that such claim would otherwise be insured under that Section.

### Definition

The following definition only applies to this exception

#### 'Defined Contingency'

fire, lightning, explosion, aircraft and other aerial and/or spatial devices or articles dropped from them, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, or theft.

- (5) circumstances which, at the inception of this Section, The Insured knew or ought to have known about and which may give rise to a claim
- (6) any accidental failure of the telecommunications links caused by
  - (a) equipment which is not
    - (i) properly installed or compatible with the telecommunications services provided by Your telecommunications services supplier
    - (ii) recognised and approved by Your telecommunications services supplier
  - (b) failure of any satellite
    - (i) prior to obtaining its full operating function
    - (ii) while in or beyond the final year of its design life
  - (c) atmosphere, solar or lunar conditions causing temporary interference with transmission to or from any satellite
- (7) any Damage, or the threat thereof, or any consequence resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss
  - (a) Terrorism
  - (b) civil commotion in Northern Ireland

- (c) any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) above

In any action, suit or other proceedings where We allege that any Damage, or the threat thereof, or any consequence whatsoever results from (7)(a) and/or (7)(b) and/or (7)(c) and is therefore not covered by this Section, the burden of proving that any such Damage, or the threat thereof, or any consequence whatsoever is covered under this Section will be upon You.

However We will provide cover for Cyber Terrorism as insured by this Section other than in respect of Damage which results directly from

- (i) fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system),
  - (ii) impact of any aircraft or any aerial devices or articles dropped from them,
  - (iii) impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle
  - (iv) war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
  - (v) a Cyber Operation
- (8) any loss or liability arising from equipment controlling or monitoring
- (a) any manufacturing or other industrial process
  - (b) any vehicle, aircraft or waterborne vessel
- unless cover is stated to apply in The Schedule
- (9) Loss, destruction of or damage to property, any loss or expense, any consequential loss or any legal liability, directly or indirectly caused by or contributed to by or arising from
- (a) any test, experiment or routine inspection
  - (b) the imposition of abnormal working conditions including intentional overloading unless occurring without Your knowledge or consent
- (10) Damage caused by or contributed to by or arising from
- (a) disappearance
  - (b) unexplained or inventory shortage
- (11) any fine, regulatory or statutory payment and/or any liquidated damages, or any amount payable under any penalty clause other than any lawfully insurable regulatory fines and penalties as covered under Regulatory Fines and Penalties clause
- (12) (a) loss of
- (b) loss of use of
  - (c) inaccessibility of

data or programs arising from pre-existing faults in or the unsuitability of programs or computer systems software unless caused by Virus, Hacking or Denial of Service Attack

- (13) consequential loss or Damage except as covered under Business Interruption Cover
- (14) Damage or interruption to or interference with The Business caused by wear and tear, gradual deterioration due to atmospheric conditions or otherwise, rust, corrosion or oxidisation.
- However We will cover You for any subsequent Damage resulting from such cause not otherwise excluded.
- (15) any claim brought in a court of law or other tribunal outside The Defined Territories
- (16) any fraud, dishonesty, insolvency, financial default, conversion, conspiracy, inducement of breach of contract, malicious or illegal act, deceit, intimidation, personal spite, ill will or liability arising out of any intentional or deliberate act or omission by The Insured other than an Employee who is not a director acting intentionally and outside of their scope of authority
- (17) any Costs and Expenses of criminal prosecution awarded against The Insured
- (18) unlawful surveillance or any unsolicited communications or unauthorised collection of Data
- (19) any proceedings or claims brought by a subsidiary, parent or associate company
- (20) any loss or liability arising directly or indirectly out of any failure, interruption, disturbance, degradation, corruption, impairment or outage of services provided by any utility provider, internet service provider, telecommunications provider, domain name service, certificate authority or content delivery network. However, We will cover Your direct losses if such services are under Your direct operational control
- (21) any loss or liability arising from or to any vehicle licensed for road use or which requires a Certificate of Motor Insurance
- (22) The Excess
- However the Excess will not apply in respect of initial advice provided by our Claims Service Provider.
- (23) any loss or liability arising directly or indirectly out of a Cyber Operation that has a major detrimental impact on
- (a) the functioning of a sovereign state due to disruption to the availability, integrity or delivery of an Essential Service in that sovereign state; or
  - (b) the security or defence of a sovereign state

If a Designated Official of a Relevant State attributes a Cyber Operation to another sovereign state, or asserts that a Cyber Operation has been carried out on behalf of or in support of another sovereign state, then for the purposes of this exception, a Cyber Operation shall be deemed to have taken place, and this exception will apply. A Cyber Operation shall still be deemed to have taken place and this exception will still apply if any other sovereign state, including (without limitation) a Relevant State, contradicts or denies any such attribution or assertion.

In the absence of any such attribution or assertion by a Designated Official of a Relevant State We will be entitled to apply this exception in reliance on any reasonable inference as to the attribution of the Cyber Operation to another sovereign state or to anyone acting on behalf of or in support of another sovereign state.

# Policy Definitions

## Definitions

***Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless an alternative Definition is stated to apply. A defined word or phrase will start with a capital letter each time it appears in the policy, except when used in the sections of this policy headed 'Policy Introduction', 'Contents' and 'Complaints Procedure' and in headings and titles.***

### **Bad Actor**

Any person who has perpetrated or colluded in an act that has directly resulted in a claim under any of the Cyber Covers.

### **Bodily Injury**

Bodily injury including death, illness, disease or nervous shock.

### **Claims Service Provider**

The company appointed by Us to handle Your claim notification.

### **Compensation**

Damages, including interest.

### **Computer Equipment**

Mainframes, personal computers, servers, laptops, handheld computers, smartphones and other equipment including

- (1) hard or solid-state drives
- (2) satellite and telecommunications links and computerised telephone exchanges
- (3) electronic access equipment
- (4) Data Storage Materials

used for processing, communicating and storing electronic data  
Excluding

- (a) equipment held as stock
- (b) customer's equipment
- (c) items whose primary purpose is surveying, measuring, metering, recording or radio communication.

For the purposes of the Data Privacy and Confidentiality Liability cover under this Section, this definition includes the use of any outsourced data processing and storage services under a contract with You.

### **Costs and Expenses**

- (1) Costs and Expenses incurred with Our written consent
- (2) Any claimant's legal costs for which The Insured is legally liable in connection with any event which is or may be the subject of a claim under this Section.

### **Cover Limit**

The maximum amount We will pay under each cover, as stated in The Schedule.

### **Cyber Extortion**

A demand for payment as a pre-condition to resolving a Virus or Similar Mechanism, Hacking or Denial of Service Attack which, at the time the demand is made:

- (1) prevents access to Data, or
- (2) involves a credible threat made against You to
  - (a) destroy, use or reveal to third parties Personal Data or sensitive business Data, or
  - (b) cause Damage to Your Computer Equipment.

### **Cyber Extortionist**

Any party committing or being an accessory to a Cyber Extortion.

### **Cyber Extortion Payment**

A payment made by You to a Cyber Extortionist following a Cyber Extortion.

### **Cyber Operation**

The use of any Computer Equipment by, on behalf of, or in support of a sovereign state to disrupt, deny, degrade, exfiltrate, manipulate or destroy any data or Computer Equipment in or of another sovereign state.

### **Cyber Terrorism**

Any act or series of acts or threat thereof of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation through the use of computer systems, to destruct, disrupt or subvert any computer system, computer network and/or its content, with the intention to cause harm or committed for religious, ideological or political purposes (including, but not limited to, the influencing of any government and/or to put the public in fear).

### **Damage**

Loss, destruction or damage.

### **Data**

All information which is electronically stored or represented, or contained on any current and back-up disks, tapes or other materials or devices used for the storage of data including but not limited to operating systems, records, programs, software or firmware, code or series of instructions.

### **Data Protection Regulations**

The Data Protection Act 2018 or the General Data Protection Regulation (Regulation (EU) 2016/679) or any Legislation implementing the General Data Protection Regulation, or any previous or any replacement legislation in respect of any of the foregoing.

### **Data Security Breach**

Loss, theft or accidental release of

- (1) Personal Data involving one or more Data Subjects which creates a risk of financial harm to the Data Subject or which triggers an obligation under any law or regulation to notify the Data Subject of such loss, theft or accidental release
- (2) Other Data.

**Data Storage Materials**

Any materials or devices used for the storage or representation of Data including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Computer Equipment.

**Data Subject**

An individual who is the subject of Personal Data.

**Defined Contingency**

Fire, lightning, explosion, aircraft and other aerial and/or spatial devices or articles dropped from them, earthquake, riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, theft or attempted theft.

**Denial of Service Attack**

Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer Equipment or Data, including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, and the generation of excess or non genuine traffic within, between or amongst networks.

**Designated Official**

Any person holding one of the following positions, or equivalent, within a sovereign state

- (a) Head of government
- (b) Interior minister
- (c) Foreign minister
- (d) Defence minister
- (e) Official representative of a national intelligence or security service.

**Employee(s)**

Any person who is

- (1) under a contract of service or apprenticeship with You, borrowed by or hired to You, a labour master or supplied by a labour master, employed by labour only sub-contractors, self-employed, under a work experience or training scheme, a voluntary helper while working under Your control in connection with The Business
- (2) an outworker or homeworker when engaged in work on Your behalf.

**Essential Service**

A service which is essential for the maintenance of critical societal or economic activities of a sovereign state including but not limited to financial institutions and associated financial market infrastructure, transport network, health services or utility services.

**Excess**

The amount specified in Your policy or The Schedule which We will deduct from each and every claim. You will repay any such amount paid by Us.

**Excess Period**

The period measured from the time of the insured event during which We will not be liable for any interruption of or interference with The Business, as stated in The Schedule.

Our liability shall exist only for such part of said loss that is incurred for the determined period of interruption or interference in excess of the Excess Period.

**Hacking**

Unauthorised access to or malicious use of any computer or other equipment, component, system or item which processes, stores or retrieves data whether Your property or not.

**Indemnity Period**

The period during which The Business results are affected due to an insured event, beginning with the date of the insured event and ending not later than the Maximum Indemnity Period.

**Maximum Indemnity Period**

The number of months stated in The Schedule.

**Money**

Any physical coin and/or bank currency note, postal and money order, bankers' draft, cheque and giro cheque, crossed warrant, bill of exchange and securities for money, postage, revenue, national insurance and holiday with pay stamp, national insurance and holiday with pay card, national savings certificate, war bond, premium savings bond and franking machine impression, credit company sales voucher, luncheon voucher and trading stamp, VAT invoice, all of which are current and legal tender.

**On-line Media**

Any text, images, videos or sound distributed via Your website, extranet or intranet, social media presence or externally distributed e-mail.

**Outsourced Service Provider**

Any provider of information technology, data hosting or data processing services to You under contract excluding the supply of gas, electricity, water, telecommunication or internet service.

**Period of Insurance**

From the effective date until the expiry date, both shown in The Schedule, or any subsequent period for which We accept payment for renewal of this policy.

**Personal Data**

Data which relates to a natural person who can be identified from that data which is in Your possession.

**Personal Injury**

Bodily Injury, wrongful arrest, detention or imprisonment, eviction, accusation of shoplifting.

**Property**

Material property.

**Relevant State**

Any sovereign state

- (1) in which the Data or Computer Equipment affected by a Cyber Operation is physically located or stored

- (2) which is a permanent member of the United Nations Security Council
- (3) which is a member of the Five Eyes intelligence alliance
- (4) which is a member of the North Atlantic Treaty Organisation.

**Retroactive Date**

The date stated in The Schedule.

**Revenue**

Revenue means the money paid or payable to You for services rendered or goods sold in the course of The Business at The Premises.

**Annual Revenue**

The Revenue during the 12 months immediately before the date of the Damage.

**Standard Revenue**

The Revenue during that period in the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period.

Annual Revenue and Standard Revenue may be adjusted to reflect any trends or circumstances which

- (1) affect The Business before or after the Damage
- (2) would have affected The Business had the Damage not occurred.

The adjusted figure will represent, as near as possible, the results which would have been achieved during the same period had the Damage not occurred.

**System Failure**

Unintentional and unplanned malfunction or outage.

**Terrorism**

Any act or acts caused or occasioned by any person(s) or group(s) of person(s) or so claimed for political, religious, ideological or similar purposes.

**The Business**

Activities directly connected with the business specified in The Schedule.

**The Defined Territories**

Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

**The Insured**

- (1) You and Your personal representatives in respect of legal liability You incur
- (2) At Your request, including the personal representatives of these persons
  - (a) any director, partner or Employee of Yours
  - (b) the officers, committees and members of Your canteen, social, sports, educational, welfare organisations, first aid, fire, security and ambulance services in their respective capacities as such
  - (c) those who hire plant to You to the extent required by the hiring conditions

for legal liability for which You would have been entitled to cover if the claim had been made against You. Each covered party will be subject to the terms of this Section so far as they apply.

The total amount which We will pay will not exceed the Total Cover Limit stated in The Schedule regardless of the number of parties claiming to be covered.

**The Premises**

The premises specified in The Schedule.

**The Schedule**

The document(s) which specifies details of The Policyholder, The Premises, Insured Persons, Property Insured, Sums Insured, Cover Limit, Limits of Indemnity and any Excess(es), Operative Time of Cover, Period of Insurance and any Deferment Period(s), Endorsements and Conditions applying to this policy.

**Total Cover Limit**

The maximum amount, as stated in The Schedule, which We will pay in any Period of Insurance

- (1) inclusive of Costs and Expenses, in respect of all claims which are both first made against You during the Period of Insurance and notified to Us during the Period of Insurance or within 30 days of the expiry of the Period of Insurance
- (2) in respect of claims made by You.

All claims arising out of one cause, whether or not all such claims are made against You in the same Period of Insurance, will be treated as one claim at the time the first claim is made.

Any claim subsequently arising from any circumstance notified to Us shall be deemed to have been made during the Period of Insurance in which the notice of such circumstances was first received by Us.

**Virus or Similar Mechanism**

Program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Computer Equipment or Data, whether involving self-replication or not, including, but not limited to trojan horses, worms and logic bombs.

**We/Us/Our/Aviva**

Aviva Insurance Limited.

**You/Your/The Policyholder**

The person, persons, company, companies, partnership, partnerships or unincorporated association, named in The Schedule as The Policyholder.





**Aviva Insurance Limited.**

Registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth, PH2 0NH.  
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and our firm's reference number is 202153.

[aviva.co.uk](http://aviva.co.uk)

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