

## Beazley InfoSec Insurance Insurance Product Information Document

This insurance is provided by Beazley Solutions Limited. Beazley Solutions Limited has authority to enter into contracts of insurance on behalf of Lloyd's Syndicates 2623/623 which is managed by Beazley Furlonge Limited. Beazley Solutions Limited is an appointed representative of Beazley Furlonge Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority in the UK (ref 204896) in its capacity as insurer.

This document provides a summary of the cover, exclusions and restrictions. The full terms and conditions of this insurance, including the general policy limits, can be found in the policy document which is available on request from your broker.

### What is this type of insurance?

This is a Data Protection & Cyber Insurance policy.

	What is insured?		What is not insured?
	<p>This InfoSec Data Protection &amp; Cyber Insurance provides the following cover for the Insured Organisation on a claims made and reported basis.</p> <p><b>Breach Response</b> cover for:</p> <ul style="list-style-type: none"> <li>✓ <u>Breach Response</u>: Breach Response Costs incurred because of an actual or reasonably suspected Data Breach or Security Breach first discovered during the Policy Period.</li> </ul> <p><b>First Party Loss</b>: indemnity cover for:</p> <ul style="list-style-type: none"> <li>✓ <u>Business Interruption Loss</u>: Business Interruption Loss sustained as a result of a Security Breach that the Insured first discovers during the Policy Period.</li> <li>✓ <u>Cyber Extortion Loss</u>: Cyber Extortion Loss incurred as a result of an Extortion Threat first made against the Insured Organisation during the Policy Period.</li> <li>✓ <u>Data Recovery Costs</u>: Data Recovery Costs incurred as a direct result of a Security Breach that the Insured first discovers during the Policy Period.</li> </ul> <p><b>Liability</b> cover for:</p> <ul style="list-style-type: none"> <li>✓ <u>Data &amp; Network Liability</u>: Damages and Claims Expenses because of any Claim first made against any Insured during the Policy Period for:               <ol style="list-style-type: none"> <li>1. a Data Breach;</li> <li>2. a Security Breach;</li> <li>3. the Insured Organisation's failure to timely disclose a Data Breach or Security Breach;</li> <li>4. failure by the Insured to comply with that part of a Privacy Policy provided the Insured Organisation has in force, at the time of such failure, a Privacy Policy that addresses those subsections above that are relevant to such Claim.</li> </ol> </li> <li>✓ <u>Regulatory Defence &amp; Penalties</u>: Penalties and Claims Expenses, because of a Regulatory Proceeding first made against any Insured during the Policy Period for a Data Breach or a Security Breach.</li> <li>✓ <u>Media Liability</u>: Damages and Claims Expenses, because of any Claim for Media Liability.</li> </ul>		<p>This InfoSec Data Protection &amp; Cyber Insurance excludes cover for (this is not an exhaustive list, please read the Policy for more details and a full list of exclusions):</p> <ul style="list-style-type: none"> <li>✗ physical injury, sickness, disease or death, including mental anguish or emotional distress resulting from same;</li> <li>✗ physical injury to or destruction of any tangible property, including the loss of use thereof;</li> <li>✗ any actual or alleged false, deceptive or unfair trade practices, antitrust violation, restraint of trade, unfair competition or false, deceptive or misleading advertising.</li> <li>✗ Unlawful collection or retention of Personally Identifiable Information or other personal information;</li> <li>✗ Distribution of unsolicited email, text messages, direct mail, facsimiles or other communications, wire tapping, recording or telemarketing;</li> <li>✗ Prior Known Acts &amp; Prior Noticed Claims</li> <li>✗ Racketeering, Benefit Plans, Employment Liability &amp; Discrimination</li> <li>✗ Sale or Ownership of Securities &amp; Violation of Securities Laws</li> <li>✗ Criminal, Intentional or Fraudulent Acts committed by the Insured or by others with whom the Insured has colluded;</li> <li>✗ Patent, Software Copyright, Misappropriation of Information;</li> <li>✗ Governmental Actions: Claims brought by or on behalf of any national, local or foreign governmental entity, in such entity's regulatory or official capacity;</li> <li>✗ Other Insureds &amp; Related Enterprise</li> <li>✗ Trading Losses , Loss of Money &amp; Discounts;</li> <li>✗ This InfoSec cyber insurance also contains exclusions specific for Media-Related Exposures and for First Party Loss.</li> </ul>



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### Are there any restrictions on cover?

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- ! The Underwriters will pay up to the Policy Aggregate Limit of Liability listed in the Declarations subject to the terms, conditions and exclusions of this Policy.
- ! The limit of liability payable under each insuring agreement will be an amount equal to the Policy Aggregate Limit of Liability unless another amount is listed in the Declarations. Such amount is the aggregate amount payable under this Policy pursuant to such insuring agreement and is part of, and not in addition to, the Policy Aggregate Limit of Liability.
- ! The Named Insured must pay the relevant Retention listed in the Declarations, which applies separately to each incident, event or related incidents or events giving rise to a Claim or Loss.
- ! Satisfaction of the applicable Retention is a condition precedent to the payment of any Loss under this Policy, and the Underwriters will be liable only for the amounts in excess of such Retention.
- ! Endorsements may apply to your policy.



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### Where am I covered?

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- ✓ The Insured is covered anywhere in the world with the exception of the United States of America and Canada.



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### What are my obligations?

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- The Insured must pay all premiums due under this Policy.
- In the event of any actual or suspected Data Breach or Security Breach, please contact the Breach Response Services Team via the contacts listed in the Declarations.
- Notify the Underwriters of any Claim, or any Circumstance that can give rise to a Claim, as soon as reasonably practicable, and in any event no later than 60 days after the end of the Policy Period or the end of any applicable Optional Extension Period, through the contacts listed for Notice of Claim, Loss or Circumstance in the Declarations.
- The Insured will cooperate with and assist the Underwriters in all investigations, including investigations regarding coverage under this Policy, this includes the Insured executing or causing to be executed all papers as is requested by the Underwriters.
- The Insured agrees not to take any action which in any way increases the Underwriters' exposure under this Policy
- The Insured shall not admit liability, make payment, assume any obligation, incur any expenses, enter into any settlement, consent to any judgment or award or dispose of any claim in excess of the Retention, unless:
  - It is a Claim where the Damages, Penalties, PCI Fines, Expenses and Costs and Claims Expenses do not exceed the Retention, provided that the entire Claim is resolved and the Insured obtains a full release on behalf of all Insureds from all claimants



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### When and how do I pay?

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- Monthly payments are made online by credit/debit card or Direct Debit.
- Please contact your broker for further details.



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### When does the cover start and end?

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- Cover starts on the date inception date and expires on the expiry date as specified in the Declarations unless terminated earlier.



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### How do I cancel the contract?

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- This Policy may be cancelled by the Named Insured by giving written notice to the Underwriters through the entity listed for Administrative Notice in the Declarations, stating when the cancellation will be effective.
  - Provided no Claims or circumstances which could reasonably be the basis of a Claim have been notified, a pro-rata refund of the unearned premium may be paid to the Named Insured.
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