

CYBER INSURANCE

Insurance Product Information Document

Company:
Lloyd's Insurance Company S.A.
Talbot Syndicate #1183

Product:
Cyber Insurance

Registration 682.594.839 RLE (Brussels), registered address Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium;
the Insurer acts in Czech Republic through CEE Specialty s.r.o., registered address Francouzská 171/28, Vinohrady, 120 00 Prague 2,
Id.No.: 079 47 208, registered under C 310327 at the Municipal Court in Prague

This Insurance Product Information Document only provides basic information about the product. The full product information, including a claim procedure, a manner of an insurance benefit determination, consequences of breaching of obligations and a law applicable are stated in the insurance contract and other documents (in particular, but not exclusively, in insurance conditions).

What is this type of insurance?

This policy will protect your business from cyber-attack and any liabilities that arise due to a breach of privacy legislation, including but not limited to the Data Protection Act and the General Data Protection Act (GDPR). Cover is also provided for Media Liability and Payment Card Industry Fines and Penalties. You have direct access to a 24/7/365 helpline in the event of an incident.



What is insured?

Following a Cyber Event (defined as unauthorised access, an operator error, a denial of service attack or the introduction of any malware, including ransomware) into or against your network or any cloud provider with whom you have a written contract:

- ✓ Re-instatement of your data,
- ✓ Loss of your gross profit caused by the Cyber Event,
- ✓ A specialist IT forensic company to investigate the cause and scope of the Cyber Event.
- ✓ Following your loss of third party data or a breach of any privacy legislation worldwide (a Data Liability Event):
- ✓ Defence Costs, we will appoint a specialist law firm to defend you,
- ✓ A specialist IT forensic company to investigate what data has been compromised,
- ✓ Costs to notify data subjects if this is required by legislation or considered necessary to protect your reputation,
- ✓ A Public Relations Company to protect and mitigate any damage to your reputation.
- ✓ In addition, where this data relates to credit or debit card information:
- ✓ Credit monitoring costs for affected individuals,
- ✓ Any fines and penalties that you are required to pay by the Payment Card Industry as well as Assessment Costs that includes fraudulent transactions for which you are liable.
- ✓ Your legal liability for the transmission of a virus to a third party, or your unknowingly taking part in a denial of service attack.
- ✓ Your legal liability for accidentally infringing any copyright or trademark, or any defamation, provided always that this liability is incurred in undertaking your usual business practices.

The specific scope of insurance is stated in the insurance policy in which not all the insurance risks mentioned in this document must be always negotiated.



What is not insured?

- ✗ Any bodily injury or physical damage. Note that (i) data is not considered to be physical property; (ii) bricked devices as a result of a cyber event are excluded unless the Bricking cover is purchased as part of the Fund Transfer Fraud/Bricking endorsement.
- ✗ Any claims or losses about which you were aware but did not tell us before incepting the policy.
- ✗ Any losses attributable to or based upon any intentional, criminal or fraudulent acts committed or condoned by any Principal, Partner or Director of your business.
- ✗ Any gross profit loss where the interruption to your network is less than the Waiting Period shown in the schedule.
- ✗ Any losses caused by the failure of electricity or telecommunications.
- ✗ Any statutory fines, unless these are considered to be insurable at law. Note this does not apply to Payment Card Industry fines.
- ✗ Any losses caused by bankruptcy, insolvency or liquidation of you or any service provider.
- ✗ Any losses caused by the loss of media without password or biometric protection (including smartphones, tablets and laptops).
- ✗ Any losses caused by a breach of any anti-Spam legislation anywhere in the world.
- ✗ Any funds or monies that are transferred to a third party. If the Fund Transfer Fraud endorsement has been purchased then transfer of funds to an unintended third party on receipt of new, amended or differing instructions where you have not authenticated would not be covered, so where you have not: (1) called the telephone number held on file for the third party; (2) received oral confirmation from the third party that the transfer request is valid.

A complete list of exclusions is mentioned in the insurance policy and in the insurance conditions.



Are there any restrictions on cover?

- ! You are responsible for the excess amount as shown on your policy documents.
- ! Endorsements may apply to your policy. These will be shown in your policy documents.
- ! Fund Transfer Fraud and Bricking are excluded from the policy.

All restrictions on insurance cover are listed in the insurance contract and in insurance conditions.



Where am I covered?

- ✓ Your policy will respond to losses anywhere in the world and will also defend you (if necessary) anywhere that an action is taken against you, including the United States and its dependent territories.



What are my obligations?

- You must maintain a commercial grade (not Home Edition) firewall, either hardware or software based.
- You must run and maintain a commercial grade (not Home Edition) anti-virus solution.
- You must backup all critical data at least every 7 days.
- You must password or biometrically protect all portable media, including smartphones and memory sticks, otherwise losses originating from portable media will not be covered.
- If you process Payment Card Information, you must be fully PCI DSS compliant.
- At the beginning of the period of insurance or when making changes to your policy, you must give complete and accurate answers to any questions you are asked relating to the insurance.
- You must tell CEE Specialty s.r.o. as soon as practicable if you become aware of any inaccuracies or changes in the information you have provided to us, whether happening before or during the period of insurance.
- In the event of a suspected loss or claim you must contact the helpline number given in your policy.
- You must not admit any liability or enter into any settlements without our prior written consent.
- You must co-operate with us, and any counsel that we may appoint.
- You should take all reasonable steps to prevent further loss or damage.
- Failure to meet your obligations could result in a claim being rejected, a reduction in the amount we pay or the cancellation of your policy

All obligations are stated in the insurance policy, in the insurance conditions and in the Civil Code.



When and how do I pay?

The insurance contract specifies the date on which the policyholder is obliged to pay the premium and the bank account on which the premium shall be paid. The Insurer does not charge any fees beyond the premium.



When does the cover start and end?

The start and end of the insurance cover are stated in the insurance contract. If the insurance is agreed for an indefinite period, it is automatically renewed annually unless it is terminated at least six weeks before the end of the respective annual insurance period.



How do I cancel the contract?

- The policyholder may terminate the insurance by giving notice that:
 - is delivered to the other contracting party at least six weeks before the end of the Insurance period
 - is delivered to the other contracting party in two months from the conclusion of the Insurance Contract and that has an eight-day notice period
 - is delivered to the other contracting party in three months from the announcement of the occurrence of an insured event and that has a month-long notice period
- The Policyholder has the right to withdraw from the insurance contract without giving any reason within 14 days from the date of its conclusion, if the insurance was concluded in the form of distance selling
- The policyholder has also the right to withdraw from the insurance contract if the insurer has breached the obligation laid down in §2789 of the Civil Code.

The insurance may be also terminated for other reasons stated in the Civil Code and / or in the insurance conditions.