

## Your Cybercovered policy summary

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This summary outlines the key information about your policy so you can be confident that you have understood what you have bought and what you are covered for. However, you should carefully read your policy in full and ensure that you understand its terms and conditions. If you have any questions about your policy or the covers you have selected, you should contact Cyber Covered on 0333 987 5166, 9am - 5.30pm weekdays or by email to [contact@cybercovered.com](mailto:contact@cybercovered.com).

**Underwritten by: Cybercovered under delegated authority from Hiscox Underwriting Ltd on behalf of Hiscox Insurance Company Limited.**

## Your obligations

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Remember, your premium and insurance are based on the details you have provided to us. Please make sure this information accurately reflects your circumstances and that you inform us immediately if anything needs to change. Please also tell us of any changes in circumstances that may affect the services provided by us or the cover provided by your policy. This is particularly important before taking out a policy, but it also applies throughout the life of the policy too.

### You need to consider:

- if you fail to fairly present the risk to us, including by failing to disclose any information material to the insurance, you could invalidate the policy or claims may not be paid;
- we will only cover you for the activities you have told us about and we have agreed to cover. If you have not told us about any of your activities, it is unlikely you will be covered for any corresponding claim or loss;
- we will not make any payment in respect of anything you knew, or ought to have known, before the start of the period of insurance which would be likely to result in a claim;
- you should read and check all insurance documents to ensure that you are aware of the cover, limits and other terms that apply;
- if you fail to let us know of any changes to your circumstances during the period of insurance or, if when telling us about such changes you fail to present the risk to us fairly, you could invalidate the policy or claims may not be paid;
- please be aware of all terms and conditions of your policy because failure to comply with them could invalidate it or result in us not paying a claim or reducing the amount we pay;
- if you make a fraudulent claim or try to deceive us, we may terminate the policy.

## Policy length

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The period of insurance is shown on your policy schedule. Cover under the policy will come to an end at the end of the period of insurance unless the policy is renewed.

## Retroactive dates, geographical and jurisdiction limits

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Where your policy schedule includes a retroactive date, we will not make any payment for any claim or loss which arises from any business performed or any advertising taking place, before the retroactive date.

Where your policy schedule shows the geographical limits which apply to the policy, we will only pay for claims and losses which arise from business performed or advertising taking place within those geographical limits.

Where your policy schedule shows the applicable courts that apply to the policy, we will only cover claims first made in a country within the scope of the applicable courts stated in your policy schedule.

## Cancellation rights

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You can cancel this policy by giving us 30 days' notice. You will only be charged for the premiums due up to the date of cancellation. If we need to cancel the policy, we'll give you 30 days' notice in writing and refund any surplus premiums you might have paid. Please note – will not refund any premium under £20. There is an exception to our 30-day notice period, which is triggered when we have agreed you can pay us by instalments and we don't receive your instalment within 14 days of the due date. At this point, we may cancel the policy in which case we will confirm this and the amended period of insurance to you in writing.

## Your cover in a nutshell

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Cybercovered insurance is designed to support and protect you from evolving e-risks. It provides comprehensive cover for your computer systems and data, whether electronic or non-electronic. We will pay for claims made against you during the period of insurance arising from your cyber or data liability, up to the limit of indemnity shown in the schedule. We will also pay your legal defence costs incurred with our agreement for covered claims. Such costs are included within the limit of indemnity, not payable in addition to it.

We also pay for your own losses arising from cyber or data incidents discovered or occurring during the period of insurance, up to the limit of indemnity shown in the policy schedule.

We don't just pay out when you suffer a loss or a claim is made against you, but we also work with a trusted panel of experts who are able to offer support in the event of a claim, helping to minimise the damage to your company. Your policy will also include access to Hiscox eRiskHub providing you with support and resources to help stay on top of evolving risks.

The limit of indemnity will be on an aggregate basis. This means that the limit of indemnity applies to the total of all claims made against you and your own losses during the period of insurance. The policy may also be subject to further limits for certain items, details of which are stated in the policy schedule which you should check carefully.

You will be liable to pay the excess in relation to each claim or loss, which is shown in your policy schedule. Your policy schedule will state which sections you are insured for.

## Key benefits: what risks are you protected against?

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The cover you benefit from will depend upon which sections you are insured for, which will be stated on the policy schedule. **Please check your policy schedule to see which of the following sections you benefit from.**

### 1. Breach costs

We will pay for losses incurred by you if you suffer from the unauthorised access, use or disclosure of personal data, including:

- the costs of outside computer forensic analysis to confirm the breach;
- legal costs incurred in managing the breach;
- costs incurred in notifying data subjects and any regulatory body, if required;
- credit monitoring costs, where required;
- the costs of public relations or crisis management consultants to assist you in re-establishing your business reputation, where required.

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

### 2. Cyber business interruption

If your business suffers from an interruption as a result of a cyber-attack from a third party or a hacker or as a result of the loss or theft of personal data or as a result of on-going operation, maintenance or development of your computer system, we will pay for:

- your loss of income, including where caused by damage to your reputation;
- increased costs of working.

### 3. Hacker damage

If you discover that you have been the subject of a hack, we will pay loss caused by:

- damage to, corruption or misuse of your computer systems or programmes;
- copying or stealing of your programmes or data held electronically.

### 4. Cyber extortion

If you receive a threat from a third party to damage your computer systems or disseminate commercially sensitive information, following unauthorised electronic access to your systems, we will pay:

- the cost of any ransom demand;
- the value of any good or services surrendered.

### 5. Cyber crime and telephone hacking

If you discover a loss caused by a hacker who is not an employee of yours, directly arising from the theft, transfer or corruption of your money, securities, digital assets or tangible property or the making of any unauthorised telephone call, we will pay:

- the value of any money or securities;
- the cost of repairing, replacing or reinstating any digital assets or tangible property ;
- the direct cost to you of any unauthorised telephone call.

## 6. Privacy protection

If a claim is made against you for breach of personal data or sensitive commercial information, we will pay:

- compensation payable as a result of the breach;
- the amount of any regulatory award against you, where legally insurable;
- any PCI charges for which you become liable as a result of the breach;
- the costs incurred in defending a regulatory investigation or prosecution;
- the costs of outside computer forensic analysis to confirm the breach.

## 7. Media liability

If a claim is made against you arising from the content of your email, website or other electronic communications including as a result of alterations made by a hacker, we will pay for compensation and defence costs where the claim is for:

- infringement of intellectual property rights;
- defamation;
- negligent transmission of a virus.

## Significant or unusual limitations and exclusions

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We do not pay for any claims, losses, breaches, privacy investigations or threats due to:

- the provision of or failure to provide any professional advice or services;
- the failure of an internet service provider;
- breach of intellectual property rights, other than under the Media liability section;
- bodily injury or damage to tangible property;
- seizure or confiscation, war or nuclear risks;
- anything likely to lead to a claim, loss, breach, privacy investigation, illegal threat or interruption that you knew or ought reasonably to have known about before the policy started;
- any acts or omissions you deliberately or recklessly commit, condone or ignore;
- media liability claims that are brought by your current or former employees;
- any criminal, civil or regulatory fines, other than PCI charges and regulatory awards where legally insurable.

We will also not make payment:

- unless you notify us promptly of any claim, loss, breach, privacy investigation, illegal threat or interruption or anything which is likely to give rise to these;
- for cyber extortion unless you inform or allow us to inform the appropriate law enforcement authorities following an illegal threat and keep us informed of all developments.

We may reduce any payment we make equal to the detriment we have suffered if you:

- do not ensure our rights of recovery against a third party are unrestricted;
- admit that you are liable or make any offer without our prior written agreement.

## In the event of a claim

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If anything happens that might be covered under the policy, you must comply with the obligations set out under Your obligations in the policy wording. It is particularly important that you notify us of the incident or event giving rise to the claim in accordance with the notification provisions set out in the policy. If someone brings or threatens to bring a claim against you, you must not make any admission of liability or make any offer of settlement or appoint solicitors or other legal representation without our prior written agreement.

If you do not comply with these obligations, we may be entitled to refuse to cover you entirely, or reduce the amount we pay, for that particular claim. As with any insurance, you have an obligation to take reasonable steps to mitigate any loss or liability.

In the event of a claim, you must bear the amount of the corresponding excess stated on the policy schedule, if applicable.

## Claims service

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It is when you make a claim that you really find out how good your insurer is and we are confident that you will not find a better service in the UK. Hiscox prides itself on its fair, efficient and sensible claims service. We offer you access to experienced and dedicated claims handlers as well as experts including legal teams, loss adjusters and crisis management companies. Hiscox aims to handle claims quickly and efficiently, while minimising any disruption to you. You must notify us of anything likely to lead to a claim under this policy. If you need to notify us of anything, please contact our experienced claims team on +44(0)1206 773 791/+44(0)800 840 2782, or by email to [cyberclaims@hiscox.com](mailto:cyberclaims@hiscox.com).

## Any questions or complaints?

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If ever you're unhappy about anything we do, or fail to do, in the first instance please contact Cybercovered, the insurance intermediary who has arranged the insurance on our behalf.

Telephone: 0333 987 5166  
Address: 22 Denehurst Gardens  
Richmond  
TW10 5DL  
United Kingdom  
Email: [contact@cybercovered.com](mailto:contact@cybercovered.com)

If you remain dissatisfied with the way your complaint has been dealt with you may ask the Financial Ombudsman Service to review your case. This does not affect your legal rights.

Address: Financial Ombudsman Service  
Exchange Tower  
London E14 9SR  
Telephone: 0800 023 4567 or +44 20 7964 0500 from outside the United Kingdom  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

If you contact them or us, please quote the policy number shown in the policy schedule.

If we can't meet our obligations to you, you may be entitled to compensation. In that case, rest assured we're fully covered by the Financial Services Compensation Scheme (FSCS).