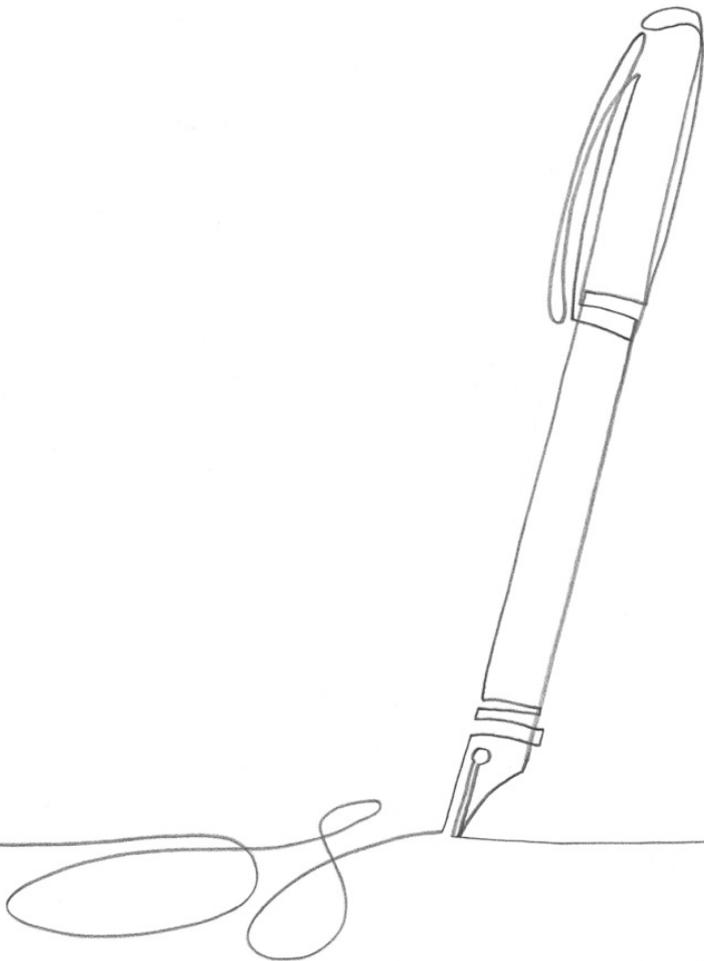


myBeazley

your  
policy



## Schedule

1. **Underwriters:** Beazley Insurance Dac
2. **Policy Number:** W21228124A
3. **Insured Name:** CFTTBO British Kendo Association
4. **Insured Address:** 2 Marchfield  
Milngavie  
Glasgow  
East Dunbartonshire  
United Kingdom  
G62 8HZ
5. **Policy Period:** **From:** 01 Mar 2024  
**To:** 28 Feb 2025  
both days inclusive at the Insured's address as specified in the Schedule
6. **Summary:**

Coverage	Limit	Gross Premium inc. Tax	Tax
BBR	GBP 500,000	GBP 138.88	GBP 14.88

## **Beazley Breach Response Module**

### **1. Limits of Liability:**

<b>Breach Response</b>	GBP 100,000	Legal, Forensic & Public Relations/Crisis Management
	5,000	Number of notified individuals
	The Breach Response Limits above are in addition to the <b>Policy Aggregate Limit of Liability</b>	
<b>Policy Aggregate Limit of Liability</b>	GBP 500,000	<b>Policy Aggregate Limit of Liability</b>
<b>Additional Breach Response Limit</b>	GBP 500,000	<b>Additional Breach Response Limit</b>
<u>First Party Loss</u>		
<i>Business Interruption Loss</i>	GBP 500,000	resulting from a <b>Security Breach</b> in the aggregate during the <b>policy period</b>
	GBP 250,000	resulting from a <b>System Failure</b> in the aggregate during the <b>policy period</b>
<i>Dependent Business Interruption Loss</i>	GBP 100,000	resulting from a <b>Dependent Security Breach</b> in the aggregate during the <b>policy period</b>
	GBP 100,000	resulting from a <b>Dependent System Failure</b> in the aggregate during the <b>policy period</b>
		The limit of liability for <b>Dependent Business Loss</b> is part of and not in addition to the Business Interruption Loss limit listed above.
	12 hours	<b>Waiting period</b>
<i>Cyber Extortion Loss</i>	GBP 500,000	in the aggregate during the <b>policy period</b>
<i>Data Recovery costs</i>	GBP 500,000	in the aggregate during the <b>policy period</b>
<u>Liability</u>		
<i>Data &amp; Network Liability</i>	GBP 500,000	in the aggregate during the <b>policy period</b>
<i>Regulatory Defence &amp; Penalties</i>	GBP 500,000	in the aggregate during the <b>policy period</b>

<i>PCI Fines, Costs &amp; Expenses</i>	GBP 25,000	in the aggregate during the <b>policy period</b>
<i>Media Liability</i>	GBP 500,000	in the aggregate during the <b>policy period</b>
<u>E-Crime</u>		
<i>Fraudulent Instruction</i>	Not Applicable	in the aggregate during the <b>policy period</b>
<i>Funds Transfer Fraud</i>	Not Applicable	in the aggregate during the <b>policy period</b>
<i>Telephone Fraud</i>	Not Applicable	in the aggregate during the <b>policy period</b>
<u>Criminal Reward</u>		
<i>Criminal Rewards Funds</i>	GBP 50,000	in the aggregate during the <b>policy period</b>

## 2. Retention:

<b>Breach Response</b>	GBP 1,000	Forensic & Public Relations/Crisis Management
	But	
	GBP 500	Legal costs
	50	<b>Notified Individuals Threshold</b>
<u>First Party Loss</u>		
<i>Business Interruption Loss</i>	GBP 1,000	resulting from a <b>security breach</b> each incident
	GBP 1,000	resulting from a <b>system failure</b> each incident
<i>Dependent Business Interruption Loss</i>	GBP 1,000	resulting from a <b>dependent security breach</b> each incident
	GBP 1,000	resulting from a <b>dependent system failure</b> each incident
	12 hours	<b>Waiting period</b>
<i>Extortion Loss</i>	GBP 1,000	each incident
<i>Data Recovery</i>	GBP 1,000	each incident
<u>Liability</u>		
<i>Data &amp; Network Liability</i>	GBP 1,000	each <b>claim</b>

<i>Regulatory Defence and Penalties</i>	GBP 1,000	each <b>claim</b>
<i>Payment Card Liabilities &amp; Cost Retention:</i>	GBP 1,000	each <b>claim</b>
<i>Media Liability</i>	GBP 1,000	each <b>claim</b>
<u>E-Crime</u>		
<i>Fraudulent Instruction</i>	Not Applicable	each incident
<i>Fund Transfer Fraud</i>	Not Applicable	each incident
<i>Telephone Fraud</i>	Not Applicable	each incident

**3. Continuity Date:** 01 Mar 2024

**4. Privacy Breach Response Services Notification:**

Hotline: 020 3514 2434  
Email: BBRuk@beazley.com

**To learn more about BBR services and to access the policyholder portal including pre-breach services, go to: [www.beazley.com/cyberservices](http://www.beazley.com/cyberservices)**

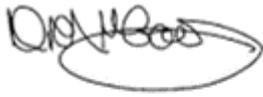
**5. Premium:** GBP 124.00 plus applicable taxes

**6. Endorsements applicable under this cover:**

First Party Loss Coverage Restrictions Amendatory Endorsement  
War Coverage Restriction Amendatory Endorsement  
Catastrophic First Party Loss Amendatory Endorsement  
Sanction limitation and exclusion clause BBR  
Bricking – Computer Hardware Replacement Cost  
Rep Harm – Consequential Reputational Loss  
Voluntary Shutdown Coverage  
Sub Limit Endorsement for Industrial systems, OT and SCADA

All other terms and conditions of this **policy** remain unchanged.

Signed on behalf of Beazley Insurance Dac



**Nick McGarey**  
**Head of International Underwriting**

**Beazley Insurance Dac**  
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London EC2N 4BQ  
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Beazley Insurance Dac is authorised by the Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of our authorisation and regulation by the Financial Conduct Authority are available from us on request.

Beazley Insurance Dac, part of the Beazley Group, is registered as a Designated Activity Company (limited by shares) with the Companies Registration Office in Ireland under registration number 464758. Beazley Insurance Dac's head office is situated at 2 Northwood Avenue, Northwood Park, Santry Demesne, Santry, Dublin 9, D09 X5N9, Ireland.

Registered as a branch in the UK under registration number FC034613. Branch Office Address: 22 Bishopsgate, London, EC2N 4BQ.

# Beazley Breach Response Module

**THIS POLICY'S LIABILITY INSURING AGREEMENTS PROVIDE COVERAGE ON A CLAIMS MADE AND REPORTED BASIS AND APPLY ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR THE OPTIONAL EXTENSION PERIOD (IF APPLICABLE) AND REPORTED TO THE UNDERWRITERS IN ACCORDANCE WITH THE TERMS OF THIS POLICY. AMOUNTS INCURRED AS CLAIMS EXPENSES UNDER THIS POLICY WILL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO RETENTIONS.**

Please refer to the Schedule, which show the insuring agreements that the **Named Insured** purchased. If an insuring agreement has not been purchased, coverage under that insuring agreement of this Policy will not apply.

The Underwriters agree with the **Named Insured**, in consideration of the payment of the premium and subject to all the provisions, terms and conditions of this Policy:

## Insuring Agreements

### Breach Response

To provide **Breach Response Services** to the **Insured Organisation** because of an actual or reasonably suspected **Data Breach** or **Security Breach** that the **Insured** first discovers during the **Policy Period**.

### First Party Loss

To indemnify the **Insured Organisation** for:

#### *Business Interruption Loss*

**Business Interruption Loss** that the **Insured Organisation** sustains as a result of a **Security Breach** or **System Failure** that the **Insured** first discovers during the **Policy Period**.

#### *Dependent Business Interruption Loss*

**Dependent Business Loss** that the **Insured Organisation** sustains as a result of a **Dependent Security Breach** or a **Dependent System Failure** that the **Insured** first discovers during the **Policy Period**.

#### *Cyber Extortion Loss*

**Cyber Extortion Loss** that the **Insured Organisation** incurs as a result of an **Extortion Threat** first made against the **Insured Organisation** during the **Policy Period**.

#### *Data Recovery Costs*

**Data Recovery Costs** that the **Insured Organisation** incurs as a direct result of a **Security Breach** that the **Insured** first discovers during the **Policy Period**.

### Liability

#### *Data & Network Liability*

To pay **Damages** and **Claims Expenses**, which the **Insured** is legally obligated to pay because of any **Claim** first made against any **Insured** during the **Policy Period** for:

1. a **Data Breach**;
2. a **Security Breach**;
3. the **Insured Organisation's** failure to timely disclose a **Data Breach** or **Security Breach**;
4. failure by the **Insured** to comply with that part of a **Privacy Policy** that specifically:
  - (a) prohibits or restricts the **Insured Organisation's** disclosure, sharing or selling of **Personally Identifiable Information**;
  - (b) requires the **Insured Organisation** to provide an individual access to **Personally Identifiable Information** or to correct incomplete or inaccurate **Personally Identifiable Information** after a request is made; or
  - (c) mandates procedures and requirements to prevent the loss of **Personally Identifiable Information**;

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**.

#### *Regulatory Defence & Penalties*

To pay **Penalties** and **Claims Expenses**, which the **Insured** is legally obligated to pay because of a **Regulatory Proceeding** first made against any **Insured** during the **Policy Period** for a **Data Breach** or a **Security Breach**.

#### *Payment Card Liabilities & Costs*

To reimburse the **Insured Organisation** for **PCI Fines, Expenses and Costs** which it is legally obligated to pay because of a **Claim** first made against any **Insured** during the **Policy Period**.

#### *Media Liability*

To pay **Damages** and **Claims Expenses**, which the **Insured** is legally obligated to pay because of any **Claim** first made against any **Insured** during the **Policy Period** for **Media Liability**.

### **eCrime**

To indemnify the **Insured Organisation** for any direct financial loss sustained resulting from:

1. **Fraudulent Instruction**;

2. **Funds Transfer Fraud**; or
3. **Telephone Fraud**;

that the **Insured** first discovers during the **Policy Period**.

### Criminal Reward

To indemnify the **Insured Organisation** for **Criminal Reward Funds**.

## Definitions

**Additional Insured** means any person or entity that the **Insured Organisation** has agreed in writing to add as an **Additional Insured** under this Policy prior to the commission of any act for which such person or entity would be provided coverage under this Policy, but only to the extent the **Insured Organisation** would have been liable and coverage would have been afforded under the terms and conditions of this Policy had such **Claim** been made against the **Insured Organization**.

**Breach Notice Law** means any statute or regulation that requires notice to persons whose personal information was accessed or reasonably may have been accessed by an unauthorised person. **Breach Notice Law** also includes any statute or regulation requiring notice of a **Data Breach** to be provided to governmental or regulatory authorities.

**Breach Response Services** means the following fees and costs in response to an actual or reasonably suspected **Data Breach** or **Security Breach**:

1. for a lawyer to provide necessary legal advice to the **Insured Organisation** to evaluate its obligations pursuant to **Breach Notice Laws** or a **Merchant Services Agreement** and in connection with providing the **Breach Response Services** described below;
2. for a computer security expert to determine the existence, cause and scope of an actual or reasonably suspected **Data Breach**, and if such **Data Breach** is actively in progress on the **Insured Organisation's Computer Systems**, to assist in containing it;
3. for a PCI Forensic Investigator to investigate the existence and extent of an actual or reasonably suspected **Data Breach** involving payment card data and for a Qualified Security Assessor to certify and assist in attesting to the **Insured Organisation's** PCI compliance, as required by a **Merchant Services Agreement**;
4. to notify those individuals whose **Personally Identifiable Information** was potentially impacted by a **Data Breach** exceeding the **Notified Individuals Threshold**;
5. to provide a call centre to respond to inquiries about a **Data Breach** that exceeds the **Notified Individuals Threshold**;
6. to provide a credit monitoring, identity monitoring or other solution described in the Online Information Packet to individuals whose **Personally Identifiable Information** was potentially impacted by a **Data Breach** exceeding the **Notified Individuals Threshold**; and

7. public relations and crisis management costs directly related to mitigating harm to the **Insured Organisation** which are approved in advance by the Underwriters in their discretion.

**Breach Response Services** will be provided by providers, will be subject to the terms and conditions of this Policy and the Online Information Packet, and will not include any internal salary or overhead expenses of the **Insured Organization**. **Breach Response Services** also includes assistance from the BBR Services Team and access to **Education and Loss Prevention Tools**.

To access the current panel of service providers, or learn more details regarding **Breach Response Services** and assistance from the BBR Services Team, visit [www.beazley.com/cyberservices](http://www.beazley.com/cyberservices), the "Online Information Packet".

**Business Interruption Loss** means:

1. **Income Loss**;
2. **Forensic Expenses**; and
3. **Extra Expense**;

actually sustained during the **Period of Restoration** as a result of the actual interruption of the **Insured Organisation's** business operations caused by a **Security Breach** or **System Failure**. Coverage for **Business Interruption Loss** will apply only after the **Waiting Period** has elapsed.

**Business Interruption Loss** will not include (i) loss arising out of any liability to any third party; (ii) legal costs or legal expenses; (iii) loss incurred as a result of unfavourable business conditions; (iv) loss of market or any other consequential loss; (v) **Dependent Business Loss**; or (vi) **Data Recovery Costs**.

**Claim** means:

1. a written demand received by any **Insured** for money or services;
2. with respect to coverage provided under the Regulatory Defence & Penalties insuring agreement only, institution of a **Regulatory Proceeding** against any **Insured**; and
3. with respect to coverage provided under part 1. of the Data & Network Liability insuring agreement only, a demand received by any **Insured** to fulfill the **Insured Organisation's** contractual obligation to provide notice of a **Data Breach** pursuant to a **Breach Notice Law**;

Multiple **Claims** arising from the same or a series of related, repeated or continuing acts, errors, omissions or events will be considered a single **Claim** for the purposes of this Policy. All such **Claims** will be deemed to have been made at the time of the first such **Claim**.

**Claims Expenses** means:

1. all reasonable and necessary legal costs and expenses resulting from the investigation, defence and appeal of a **Claim**, if incurred by the

Underwriters, or by the **Insured** with the prior written consent of the Underwriters;

2. the premium cost for appeal bonds for covered judgments or bonds to release property used to secure a legal obligation, if required in any **Claim** against an **Insured**; provided the Underwriters will have no obligation to appeal or to obtain bonds

**Claims Expenses** will not include any salary, overhead, or other charges by the **Insured** for any time spent in cooperating in the defence and investigation of any **Claim** or circumstance that might lead to a **Claim** notified under this Policy, or costs to comply with any regulatory orders, settlements or judgments.

**Computer Systems** means computers, any software residing on such computers and any associated devices or equipment:

1. operated by and either owned by or leased to the **Insured Organisation**; or
2. with respect to coverage under the Breach Response and Liability insuring agreements, operated by a third party pursuant to written contract with the **Insured Organisation** and used for the purpose of providing hosted computer application services to the **Insured Organisation** or for processing, maintaining, hosting or storing the **Insured Organisation's** electronic data.

**Continuity Date** means:

1. the Continuity Date listed in the Schedule; and
2. with respect to any **Subsidiaries** acquired after the Continuity Date listed in the Schedule, the date the **Named Insured** acquired such **Subsidiary**.

**Control Group** means any principal, partner, corporate officer, director, general counsel (or most senior legal counsel) or risk manager of the **Insured Organisation** and any individual in a substantially similar position.

**Criminal Reward Funds** means any amount offered and paid by the **Insured Organisation** with the Underwriters' prior written consent for information that leads to the arrest and conviction of any individual(s) committing or trying to commit any illegal act related to any coverage under this Policy; but will not include any amount based upon information provided by the **Insured**, the **Insured's** auditors or any individual hired or retained to investigate the illegal acts. All **Criminal Reward Funds** offered pursuant to this Policy must expire no later than 6 months following the end of the **Policy Period**.

**Cyber Extortion Loss** means:

1. any **Extortion Payment** that has been made by or on behalf of the **Insured Organisation** with the Underwriters' prior written consent to prevent or terminate an **Extortion Threat**; and
2. reasonable and necessary expenses incurred by the **Insured Organisation** with the Underwriters' prior written consent to prevent or respond to an **Extortion Threat**.

**Damages** means a monetary judgment, award or settlement, including any award of prejudgment or post-judgment interest; but **Damages** will not include:

1. future profits, restitution, disgorgement of unjust enrichment or profits by an **Insured**, or the costs of complying with orders granting injunctive or equitable relief;
2. return or offset of fees, charges or commissions charged by or owed to an **Insured** for goods or services already provided or contracted to be provided;
3. taxes or loss of tax benefits;
4. fines, sanctions or penalties;
5. punitive or exemplary damages or any damages which are a multiple of compensatory damages, unless insurable by law in any applicable venue that most favors coverage for such punitive, exemplary or multiple damages;
6. discounts, coupons, prizes, awards or other incentives offered to the **Insured's** customers or clients;
7. liquidated damages, but only to the extent that such damages exceed the amount for which the **Insured** would have been liable in the absence of such liquidated damages agreement;
8. fines, costs or other amounts an **Insured** is responsible to pay under a **Merchant Services Agreement**; or
9. any amounts for which the **Insured** is not liable, or for which there is no legal recourse against the **Insured**.

**Data** means any software or electronic data that exists in **Computer Systems** and that is subject to regular back-up procedures.

**Data Breach** means the theft, loss, or **Unauthorised Disclosure** of **Personally Identifiable Information** or **Third Party Information** that is in the care, custody or control of the **Insured Organisation** or a third party for whose theft, loss or **Unauthorised Disclosure** of **Personally Identifiable Information** or **Third Party Information** the **Insured Organisation** is liable.

**Data Recovery Costs** means the reasonable and necessary costs incurred by the **Insured Organisation** to regain access to, replace, or restore **Data**, or if **Data** cannot reasonably be accessed, replaced, or restored, then the reasonable and necessary costs incurred by the **Insured Organisation** to reach this determination.

**Data Recovery Costs** will not include: (i) the monetary value of profits, royalties, or lost market share related to **Data**, including but not limited to trade secrets or other proprietary information or any other amount pertaining to the value of **Data**; (ii) legal costs or legal expenses; (iii) loss arising out of any liability to any third party; or (iv) **Cyber Extortion Loss**.

**Dependent Business** means any entity that is not a part of the **Insured Organisation** but which provides necessary products or services to the **Insured Organisation** pursuant to a written contract.

**Dependent Business Loss** means:

1. **Income Loss**; and
2. **Extra Expense**;

actually sustained during the **Period of Restoration** as a result of an actual interruption of the **Insured Organisation's** business operations caused by a **Dependent Security Breach** or **Dependent System Failure**. Coverage for **Dependent Business Loss** will apply only after the **Waiting Period** has elapsed.

**Dependent Business Loss** will not include (i) loss arising out of any liability to any third party; (ii) legal costs or legal expenses; (iii) loss incurred as a result of unfavourable business conditions; (iv) loss of market or any other consequential loss; (v) **Business Interruption Loss**; or (vi) **Data Recovery Costs**.

**Dependent Security Breach** means a failure of computer security to prevent a breach of computer systems operated by a **Dependent Business**.

**Dependent System Failure** means an unintentional and unplanned interruption of computer systems operated by a **Dependent Business**.

**Dependent System Failure** will not include any interruption of computer systems resulting from (i) a **Dependent Security Breach**, or (ii) the interruption of computer systems that are not operated by a **Dependent Business**.

**Digital Currency** means a type of digital currency that:

1. requires cryptographic techniques to regulate the generation of units of currency and verify the transfer thereof;
2. is both stored and transferred electronically; and
3. operates independently of a central bank or other central authority.

**Education and Loss Prevention Tools** means information and services made available by the Underwriters from time to time and includes access to beazleybreachsolutions.com, a dedicated portal through which **Insureds** can access news and information regarding breach response planning, data and network security threats, best practices in protecting data and networks, offers from third party service providers, and related information, tools and services. **Insureds** will also have access to communications addressing timely topics in data security, loss prevention and other areas.

**Extortion Payment** means **Money**, **Digital Currency**, marketable goods or services demanded to prevent or terminate an **Extortion Threat**.

**Extortion Threat** means a threat to:

1. alter, destroy, damage, delete or corrupt **Data**;

2. perpetrate the **Unauthorised Access or Use of Computer Systems**;
3. prevent access to **Computer Systems** or **Data**;
4. steal, misuse or publicly disclose **Data, Personally Identifiable Information** or **Third Party Information**;
5. introduce malicious code into **Computer Systems** or to third party computer systems from **Computer Systems**; or
6. interrupt or suspend **Computer Systems**;

unless an **Extortion Payment** is received from or on behalf of the **Insured Organization**.

**Extra Expense** means reasonable and necessary expenses incurred by the **Insured Organisation** during the **Period of Restoration** to minimize, reduce or avoid **Income Loss**, over and above those expenses the **Insured Organisation** would have incurred had no **Security Breach, System Failure, Dependent Security Breach** or **Dependent System Failure** occurred.

**Financial Institution** means a bank, credit union, saving and loan association, trust company or other licensed financial service, securities broker-dealer, mutual fund, or liquid assets fund or similar investment company where the **Insured Organisation** maintains a bank account.

**Forensic Expenses** means reasonable and necessary expenses incurred by the **Insured Organisation** to investigate the source or cause of a **Business Interruption Loss**.

**Fraudulent Instruction** means the transfer, payment or delivery of **Money** or **Securities** by an **Insured** as a result of fraudulent written, electronic, telegraphic, cable, teletype or telephone instructions provided by a third party, that is intended to mislead an **Insured** through the misrepresentation of a material fact which is relied upon in good faith by such **Insured**.

**Fraudulent Instruction** will not include loss arising out of:

1. any actual or alleged use of credit, debit, charge, access, convenience, customer identification or other cards;
2. any transfer involving a third party who is not a natural person **Insured**, but had authorized access to the **Insured's** authentication mechanism;
3. the processing of, or the failure to process, credit, check, debit, personal identification number debit, electronic benefit transfers or mobile payments for merchant accounts;
4. accounting or arithmetical errors or omissions, or the failure, malfunction, inadequacy or illegitimacy of any product or service;
5. any liability to any third party, or any indirect or consequential loss of any kind;
6. any legal costs or legal expenses; or

7. proving or establishing the existence of **Fraudulent Instruction**.

**Funds Transfer Fraud** means the loss of **Money** or **Securities** contained in a **Transfer Account** at a **Financial Institution** resulting from fraudulent written, electronic, telegraphic, cable, teletype or telephone instructions by a third party issued to a **Financial Institution** directing such institution to transfer, pay or deliver **Money** or **Securities** from any account maintained by the **Insured Organisation** at such institution, without the **Insured Organisation's** knowledge or consent.

**Funds Transfer Fraud** will not include any loss arising out of:

1. the type or kind covered by the **Insured Organization's** financial institution bond or commercial crime policy;
2. any actual or alleged fraudulent, dishonest or criminal act or omission by, or involving, any natural person **Insured**;
3. any indirect or consequential loss of any kind;
4. punitive, exemplary or multiplied damages of any kind or any fines, penalties or loss of any tax benefit;
5. any liability to any third party, except for direct compensatory damages arising directly from **Funds Transfer Fraud**;
6. any legal costs or legal expenses; or proving or establishing the existence of **Funds Transfer Fraud**;
7. the theft, disappearance, destruction of, unauthorised access to, or unauthorised use of confidential information, including a PIN or security code;
8. any forged, altered or fraudulent negotiable instruments, securities, documents or instructions; or
9. any actual or alleged use of credit, debit, charge, access, convenience or other cards or the information contained on such cards.

**Income Loss** means an amount equal to:

1. net profit or loss before interest and tax that the **Insured Organisation** would have earned or incurred; and
2. continuing normal operating expenses incurred by the **Insured Organisation** (including payroll), but only to the extent that such operating expenses must necessarily continue during the **Period of Restoration**.

**Individual Contractor** means any natural person who performs labor or service for the **Insured Organisation** pursuant to a written contract or agreement with the **Insured Organization**. The status of an individual as an **Individual Contractor** will be determined as of the date of an alleged act, error or omission by any such **Individual Contractor**.

**Insured** means:

1. the **Insured Organisation**;
2. any director or officer of the **Insured Organization**, but only with respect to the performance of his or her duties as such on behalf of the **Insured Organization**;
3. an employee (including a part time, temporary, leased or seasonal employee or volunteer) or **Individual Contractor** of the **Insured Organization**, but only for work done while acting within the scope of his or her employment and related to the conduct of the **Insured Organisation's** business;
4. a principal if the **Named Insured** is a sole proprietorship, or a partner if the **Named Insured** is a partnership, but only with respect to the performance of his or her duties as such on behalf of the **Insured Organization**;
5. any person who previously qualified as an **Insured** under parts 2. - 4., but only with respect to the performance of his or her duties as such on behalf of the **Insured Organization**;
6. an **Additional Insured**, but only as respects **Claims** against such person or entity for acts, errors or omissions of the **Insured Organization**;
7. the estate, heirs, executors, administrators, assigns and legal representatives of any **Insured** in the event of such **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this Policy; and
8. the lawful spouse, including any natural person qualifying as a domestic partner of any **Insured**, but solely by reason of any act, error or omission of an **Insured** other than such spouse or domestic partner.

**Insured Organisation** means the **Named Insured** and any **Subsidiaries**.

**Loss** means **Breach Response Services, Business Interruption Loss, Claims Expenses, Criminal Reward Funds, Cyber Extortion Loss, Damages, Data Recovery Costs, Dependent Business Loss, PCI Fines, Expenses and Costs, Penalties**, loss covered under the eCrime insuring agreement and any other amounts covered under this Policy.

Multiple **Losses** arising from the same or a series of related, repeated or continuing acts, errors, omissions or events will be considered a single **Loss** for the purposes of this Policy.

With respect to the Breach Response and First Party Loss insuring agreements, all acts, errors, omissions or events (or series of related, repeated or continuing acts, errors, omissions or events) giving rise to a **Loss** or multiple **Losses** in connection with such insuring agreements will be deemed to have been discovered at the time the first such act, error, omission or event is discovered.

**Media Liability** means one or more of the following acts committed by, or on behalf of, the **Insured Organisation** in the course of creating, displaying, broadcasting, disseminating or releasing **Media Material** to the public:

1. defamation, libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization;
2. a violation of the rights of privacy of an individual, including false light, intrusion upon seclusion and public disclosure of private facts;
3. invasion or interference with an individual's right of publicity, including commercial appropriation of name, persona, voice or likeness;
4. plagiarism, piracy, or misappropriation of ideas under implied contract;
5. infringement of copyright;
6. infringement of domain name, trademark, trade name, trade dress, logo, title, metatag, or slogan, service mark or service name;
7. improper deep-linking or framing;
8. false arrest, detention or imprisonment;
9. invasion of or interference with any right to private occupancy, including trespass, wrongful entry or eviction; or
10. unfair competition, if alleged in conjunction with any of the acts listed in parts 5. or 6. above.

**Media Material** means any information, including words, sounds, numbers, images or graphics, but will not include computer software or the actual goods, products or services described, illustrated or displayed in such **Media Material**.

**Merchant Services Agreement** means any agreement between an **Insured** and a financial institution, credit/debit card company, credit/debit card processor or independent service operator enabling an **Insured** to accept credit card, debit card, prepaid card or other payment cards for payments or donations.

**Money** means a medium of exchange in current use authorized or adopted by a domestic or foreign government as a part of its currency.

**Named Insured** means the entity or party listed in the Schedule.

**Notified Individuals Threshold** means the number of individual persons listed in the Schedule.

**PCI Fines, Expenses and Costs** means the monetary amount owed by the **Insured Organisation** under the terms of a **Merchant Services Agreement** as a direct result of a suspected **Data Breach**. With the prior consent of the Underwriters, **PCI Fines, Expenses and Costs** includes reasonable and necessary legal costs and expenses incurred by the **Insured Organisation** to appeal or negotiate an assessment of such monetary amount. **PCI Fines, Expenses and Costs** will not include any charge backs, interchange fees, discount fees or other fees unrelated to a **Data Breach**.

**Penalties** means:

1. any monetary civil fine or penalty payable to a governmental entity that was imposed in a **Regulatory Proceeding**; and
2. amounts which the **Insured** is legally obligated to deposit in a fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement of a **Regulatory Proceeding** (including such amounts required to be paid into a "Consumer Redress Fund");

but will not include: (a) costs to remediate or improve **Computer Systems**; (b) costs to establish, implement, maintain, improve or remediate security or privacy practices, procedures, programs or policies; (c) audit, assessment, compliance or reporting costs; or (d) costs to protect the confidentiality, integrity and/or security of **Personally Identifiable Information** or other information.

The insurability of **Penalties** will be in accordance with the law in the applicable venue that most favors coverage for such **Penalties**.

**Period of Restoration** means the 180-day period of time that begins upon the actual and necessary interruption of the **Insured Organisation's** business operations.

**Personally Identifiable Information** means:

1. any information concerning an individual that is defined as personal information under any **Breach Notice Law**; and
2. an individual's driver's licensenumber, unpublished telephone number, and credit, debit or other financial account numbers in combination with associated security codes, access codes, passwords or PINs; if such information allows an individual to be uniquely and reliably identified or contacted or allows access to the individual's financial account or medical record information.

but will not include information that is lawfully made available to the general public.

**Policy Period** means the period of time between the inception date listed in the Schedule and the effective date of termination, expiration or cancellation of this Policy and specifically excludes any Optional Extension Period or any prior policy period or renewal period.

**Privacy Policy** means the **Insured Organisation's** public declaration of its policy for collection, use, disclosure, sharing, dissemination and correction or supplementation of, and access to **Personally Identifiable Information**.

**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 such entity's regulatory or official capacity.

**Securities** means negotiable and non-negotiable instruments or contracts representing either **Money** or tangible property that has intrinsic value.

**Security Breach** means a failure of computer security to prevent:

1. **Unauthorised Access or Use of Computer Systems**, including **Unauthorised Access or Use** resulting from the theft of a password from a **Computer System** or from any **Insured**;
2. a denial of service attack affecting **Computer Systems**;
3. with respect to coverage under the Liability insuring agreements, a denial of service attack affecting computer systems that are not owned, operated or controlled by an **Insured**; or
4. infection of **Computer Systems** by malicious code or transmission of malicious code from **Computer Systems**.

**Subsidiary** means any entity:

1. which, on or prior to the inception date of this Policy, the **Named Insured** owns, directly or indirectly, more than 50% of the outstanding voting securities ("Management Control"); and
2. which the **Named Insured** acquires Management Control after the inception date of this Policy; provided that:
  - (i) the revenues of such entity do not exceed 15% of the **Named Insured's** annual revenues; or
  - (ii) if the revenues of such entity exceed 15% of the **Named Insured's** annual revenues, then coverage under this Policy will be afforded for a period of 60 days, but only for any **Claim** that arises out of any act, error, omission, incident or event first occurring after the entity becomes so owned. Coverage beyond such 60 day period will only be available if the **Named Insured** gives the Underwriters written notice of the acquisition, obtains the written consent of Underwriters to extend coverage to the entity beyond such 60 day period and agrees to pay any additional premium required by Underwriters.

This Policy provides coverage only for acts, errors, omissions, incidents or events that occur while the **Named Insured** has Management Control over an entity.

**System Failure** means an unintentional and unplanned interruption of **Computer Systems**.

**System Failure** will not include any interruption of computer systems resulting from (i) a **Security Breach**, or (ii) the interruption of any third party computer system.

**Telephone Fraud** means the act of a third party gaining access to and using the **Insured Organisation's** telephone system in an unauthorised manner.

**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.

**Transfer Account** means an account maintained by the **Insured Organisation** at a **Financial Institution** from which the **Insured Organisation** can initiate the transfer, payment or delivery of **Money** or **Securities**.

**Unauthorised Access or Use** means the gaining of access to or use of **Computer Systems** by an unauthorised person(s) or the use of **Computer Systems** in an unauthorised manner.

**Unauthorised Disclosure** means the disclosure of (including disclosure resulting from phishing) or access to information in a manner that is not authorized by the **Insured Organisation** and is without knowledge of, consent or acquiescence of any member of the **Control Group**.

**Uncovered company** means any **Subsidiary**:

1. which is located in a jurisdiction where the applicable law or regulation does not allow the Underwriters to provide cover to that **Subsidiary**; or
2. which the **Named insured** has elected that the policy will not cover directly but, instead, the policy will cover the **Named Insured** own financial interest in such **Subsidiary**.

**Waiting Period** means the period of time that begins upon the actual interruption of the **Insured Organisation's** business operations caused by a **Security Breach, System Failure, Dependent Security Breach or Dependent System Failure**, and ends after the elapse of the number of hours listed as the **Waiting Period** in the Schedule.

## Coverage Restrictions

The coverage under this Policy will not apply to any **Loss** arising out of:

### **Bodily Injury or Property Damage**

1. physical injury, sickness, disease or death of any person, including any mental anguish or emotional distress resulting from such physical injury, sickness, disease or death; or
2. physical injury to or destruction of any tangible property, including the loss of use thereof; but electronic data will not be considered tangible property;

### **Trade Practices and Antitrust**

any actual or alleged false, deceptive or unfair trade practices, antitrust violation, restraint of trade, unfair competition (except as provided in the Media Liability insuring agreement), or false or deceptive or misleading advertising; but this exclusion will not apply to:

1. the Breach Response insuring agreement; or
2. coverage for a **Data Breach** or **Security Breach**, provided no member of the **Control Group** participated or colluded in such **Data Breach** or **Security Breach**;

### **Gathering or Distribution of Information**

1. the unlawful collection or retention of **Personally Identifiable Information** or other personal information by or on behalf of the **Insured Organization**; but this exclusion will not apply to **Claims Expenses** incurred in defending the **Insured** against allegations of unlawful collection of **Personally Identifiable Information**; or
2. the distribution of unsolicited email, text messages, direct mail, facsimiles or other communications, wire tapping, audio or video recording, or telemarketing, if such distribution, wire tapping, recording or telemarketing is done by or on behalf of the **Insured Organization**; but this exclusion will not apply to **Claims Expenses** incurred in defending the **Insured** against allegations of unlawful audio or video recording;

**Prior Known Acts & Prior Noticed Claims**

1. any act, error, omission, incident or event committed or occurring prior to the inception date of this Policy if any member of the **Control Group** on or before the **Continuity Date** knew or could have reasonably foreseen that such act, error or omission, incident or event might be expected to be the basis of a **Claim** or **Loss**;
2. any **Claim, Loss**, incident or circumstance for which notice has been provided under any prior policy of which this Policy is a renewal or replacement;

**Racketeering, Benefit Plans, Employment Liability & Discrimination**

1. any actual or alleged violation of any racketeering, fraud, organized crime or conspiracy law including but not limited to the Criminal Law Act 1977 and Proceeds of Crime Act 2002 (commonly known as "POCA");
2. any actual or alleged acts, errors or omissions related to any of the **Insured Organisation's** pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts, including any violations of the Pensions Act 2014;
3. any employer-employee relations, policies, practices, acts or omissions, or any actual or alleged refusal to employ any person, or misconduct with respect to employees; or
4. any actual or alleged discrimination;

but this exclusion will not apply to coverage under the Breach Response insuring agreement or parts 1., 2. or 3. of the Data & Network Liability insuring agreement that results from a **Data Breach**; provided no member of the **Control Group** participated or colluded in such **Data Breach**;

**Sale or Ownership of Securities & Violation of Securities Laws**

1. the ownership, sale or purchase of, or the offer to sell or purchase stock or other securities; or
2. an actual or alleged violation of a securities law or regulation;

**Criminal, Intentional or Fraudulent Acts**

any criminal, dishonest, fraudulent, or malicious act or omission, or intentional or knowing violation of the law, if committed by an **Insured**, or by others if the **Insured** colluded or participated in any such conduct or activity; but this exclusion will not apply to:

1. **Claims Expenses** incurred in defending any **Claim** alleging the foregoing until there is a final non-appealable adjudication establishing such conduct; or
2. with respect to a natural person **Insured**, if such **Insured** did not personally commit, participate in or know about any act, error, omission, incident or event giving rise to such **Claim** or **Loss**.

For purposes of this exclusion, only acts, errors, omissions or knowledge of a member of the **Control Group** will be imputed to the **Insured Organization**;

### Patent, Software Copyright, Misappropriation of Information

1. infringement, misuse or abuse of patent or patent rights;
2. infringement of copyright arising from or related to software code or software products other than infringement resulting from a theft or **Unauthorised Access or Use** of software code by a person who is not a past, present or future employee, director, officer, partner or independent contractor of the **Insured Organization**; or
3. use or misappropriation of any ideas, trade secrets or **Third Party Information** (i) by, or on behalf of, the **Insured Organization**, or (ii) by any other person or entity if such use or misappropriation is done with the knowledge, consent or acquiescence of a member of the **Control Group**;

### Governmental Actions

a **Claim** brought by or on behalf of any national, local or foreign governmental entity, in such entity's regulatory or official capacity; but this exclusion will not apply to the Regulatory Defence & Penalties insuring agreement;

### Other Insureds & Related Enterprises

a **Claim** made by or on behalf of:

1. any **Insured**; but this exclusion will not apply to a **Claim** made by an individual that is not a member of the **Control Group** under the Data & Network Liability insuring agreement, or a **Claim** made by an **Additional Insured**; or
2. any business enterprise in which any **Insured** has greater than 15% ownership interest or made by any parent company or other entity which owns more than 15% of the **Named Insured**;

### Trading Losses, Loss of Money & Discounts

1. any trading losses, trading liabilities or change in value of accounts;

2. any loss, transfer or theft of monies, securities or tangible property of the **Insured** or others in the care, custody or control of the **Insured Organization**;
3. the monetary value of any transactions or electronic fund transfers by or on behalf of the **Insured** which is lost, diminished, or damaged during transfer from, into or between accounts; or
4. the value of coupons, price discounts, prizes, awards, or any other valuable consideration given in excess of the total contracted or expected amount;

but this exclusion will not apply to coverage under the eCrime insuring agreement;

### USA and Canada

For, arising out of or resulting from, any claim, loss, expense, liability or cost brought in accordance with or subject to any law of the United States of America or Canada, including without limitation the laws of any state, province, territory or locality or other jurisdiction located therein.

### War and Civil War

For, resulting from, 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; provided, that this exclusion will not apply to **Cyber Terrorism**.

For purposes of this exclusion, "**Cyber Terrorism**" means the premeditated use of disruptive activities, or threat to use disruptive activities, against a computer system or network with the intention to cause harm, further social, ideological, religious, political or similar objectives, or to intimidate any person(s) or entity(ies) in furtherance of such objectives.

### Asbestos, pollution and contamination

1. asbestos, or any materials containing asbestos in whatever form or quantity;
2. the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, moulds, spores or mycotoxins of any kind; any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, moulds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, moulds, spores or mycotoxins; and any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, moulds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, moulds, spores or mycotoxins;

The Underwriters will have no duty or obligation to defend any **Insured** with respect to any **Claim** or governmental or regulatory order, requirement, directive, mandate or decree which either in whole or in part, directly or indirectly, arises out of or results from or in consequence of, or in any way involves the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, moulds, spores or mycotoxins of any kind;

3. the existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person or the environment, or that affects the value, marketability, condition or use of any property; or
4. the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants; or any governmental, judicial or regulatory directive or request that the **Insured** or anyone acting under the direction or control of the **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralise Pollutants. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant including gas, acids, alkalis, chemicals, heat, smoke, vapour, soot, fumes or waste. Waste includes but is not limited to materials to be recycled, reconditioned or reclaimed.

### Nuclear

ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste as a consequence of the combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.

### Media-Related Exposures

with respect to the Media Liability insuring agreement:

1. any contractual liability or obligation; but this exclusion will not apply to a **Claim** for misappropriation of ideas under implied contract;
2. the actual or alleged obligation to make licensing fee or royalty payments;
3. any costs or expenses incurred or to be incurred by the **Insured** or others for the reprinting, reposting, recall, removal or disposal of any **Media Material** or any other information, content or media, including any media or products containing such **Media Material**, information, content or media;
4. any **Claim** brought by or on behalf of any intellectual property licensing bodies or organizations;
5. the actual or alleged inaccurate, inadequate or incomplete description of the price of goods, products or services, cost guarantees, cost representations, contract price estimates, or the failure of any goods or services to conform with any represented quality or performance;
6. any actual or alleged gambling, contest, lottery, promotional game or other game of chance; or

7. any **Claim** made by or on behalf of any independent contractor, joint venturer or venture partner arising out of or resulting from disputes over ownership of rights in **Media Material** or services provided by such independent contractor, joint venturer or venture partner;

### First Party Loss

with respect to the First Party Loss insuring agreements:

1. seizure, nationalization, confiscation, or destruction of property or data by order of any governmental or public authority;
2. costs or expenses incurred by the **Insured** to identify or remediate software program errors or vulnerabilities or update, replace, restore, assemble, reproduce, recollect or enhance data or **Computer Systems** to a level beyond that which existed prior to a **Security Breach, System Failure, Dependent Security Breach, Dependent System Failure** or **Extortion Threat**;
3. failure or malfunction of satellites or of power, utility, mechanical or telecommunications (including internet) infrastructure or services that are not under the **Insured Organisation's** direct operational control; or
4. fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide, act of God or other physical event.

## Limit of liability and coverage

### Limits of Liability

The Policy Aggregate Limit of Liability listed in the Schedule (the "**Policy Aggregate Limit of Liability**") is the Underwriters' combined total limit of liability for all **Loss**, other than **Breach Response Services**, payable under 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 Schedule. 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**.

All **Dependent Business Loss** payable under this Policy is part of and not in addition to the **Business Interruption Loss** limit listed in the Schedule.

The Underwriters will not be obligated to pay any **Damages, Penalties, PCI Fines, Expenses and Costs** or **Claims Expenses**, or to defend any **Claim**, after the **Policy Aggregate Limit of Liability** has been exhausted, or after deposit of the **Policy Aggregate Limit of Liability** in a court of competent jurisdiction.

### Breach Response Limits

Coverage for **Breach Response Services** under this Policy is in addition to the **Policy Aggregate Limit of Liability**.

The Notified Individuals limit listed in the Schedule is the maximum total number of individuals to whom notification, call centre and credit or identity monitoring services will be provided (or attempted) for all incidents or series of related incidents giving rise to an obligation to provide **Breach Response Services**.

The Legal, Forensic & Public Relations/Crisis Management limit listed in the Schedule is the aggregate limit of coverage for all services and costs covered under parts 1., 2., 3. and 7. of the definition of **Breach Response Services**.

Except as provided in the Additional Breach Response Limits clause below, the Underwriters will not be obligated to provide any **Breach Response Services** after the number of individuals to whom services are provided under part 4. of the definition of **Breach Response Services** reaches the Notified Individuals limit listed in the Schedule. If the total number of individuals to be notified under the Policy exceeds the Notified Individuals limit listed in the Schedule, the **Insured** will be responsible for notifying and providing call centre services and credit or identity monitoring services to such additional individuals in accordance with the processes described in the Online Information Packet.

### Additional Breach Response Limits

Notwithstanding the above section, if:

1. the total number of individuals to whom services described in parts 4., 5. and 6. of the definition of **Breach Response Services** are provided exceeds the amount listed in Notified Individuals limit listed in the Schedule; or
2. the monetary value of the services described in parts 1., 2., 3. and 7. of the definition of **Breach Response Services** provided to the **Insured Organisation** exceeds the Legal, Forensic & Public Relations/Crisis Management limit listed in the Schedule;

this Policy will cover the costs, fees and expenses incurred to provide such **Breach Response Services** up to an amount equal to the **Policy Aggregate Limit of Liability** (the "**Additional Breach Response Limit**").

The **Additional Breach Response Limit** is part of, and not in addition to, the **Policy Aggregate Limit of Liability** and will be reduced and may be exhausted by payments under either limit. Upon exhaustion of **the Additional Breach Response Limit**, there will be no further coverage under this Policy for any costs, fees or expenses covered thereunder.

## Retentions

The Retention listed in the Schedule applies separately to each incident, event or related incidents or events giving rise to a **Claim** or **Loss**. The Retention will be satisfied by monetary payments by the **Named Insured** of covered **Loss** under each insuring agreement. If any **Loss** arising out of an incident or **Claim** is subject to more than one Retention, the Retention for each applicable insuring agreement will apply to such **Loss**, provided that the sum of such Retention amounts will not exceed the largest applicable Retention amount.

The Retention for **Breach Response Services** listed in the Schedule applies separately to each incident, event or related incidents or events, giving rise to

legal, forensic and public relations/crisis management services and costs covered under parts 1., 2., 3. and 7. of the definition of **Breach Response Services**. The Retention will be satisfied by monetary payments by the **Named Insured** for such services and costs.

Coverage for **Business Interruption Loss** and **Dependent Business Loss** will apply after the **Waiting Period** has elapsed and the Underwriters will then indemnify the **Named Insured** for all **Business Interruption Loss** and **Dependent Business Loss** sustained during the **Period of Restoration** in excess of the Retention.

The **Insured** must pay the retention prior to payment of any Loss under the policy. If the **Insured** does not pay the Retention then Underwriters will not be liable to pay any 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.

## General Conditions

### Notice of Claim or Loss

The **Insured** must notify the Underwriters of any **Claim** as soon as practicable, but in no event later than: (i) 60 days after the end of the **Policy Period**; or (ii) the end of the Optional Extension Period (if applicable). Notice must be provided through the contacts listed in this section.

With respect to **Cyber Extortion Loss**, the **Named Insured** must notify the Underwriters via the email address listed in this section as soon as practicable after discovery of an **Extortion Threat** but no later than 60 days after the end of the **Policy Period**. The **Named Insured** must obtain the Underwriters' consent prior to incurring **Cyber Extortion Loss**.

With respect to **Data Recovery Costs**, **Business Interruption Loss** and **Dependent Business Loss** the **Named Insured** must notify the Underwriters through the contacts listed in this section as soon as practicable after discovery of the circumstance, incident or event giving rise to such loss. The **Named Insured** will provide the Underwriters a proof of **Data Recovery Costs**, **Business Interruption Loss** and **Dependent Business Loss**, and this Policy will cover the reasonable and necessary costs, not to exceed GBP 50,000, that the **Named Insured** incurs to contract with a third party to prepare such proof. All loss described in this paragraph must be reported, and all proofs of loss must be provided, to the Underwriters no later than 6 months after the end of the **Policy Period**.

The **Named Insured** must notify the Underwriters of any loss covered under the eCrime insuring agreement as soon as practicable, but in no event later than 60 days after the end of the **Policy Period**. Notice must be provided through the contacts listed in this section.

Any **Claim** arising out of a **Loss** that is covered under the Breach Response, First Party Loss or eCrime insuring agreements and that is reported to the Underwriters in conformance with this section will be considered to have been made during the **Policy Period**.

If the Insured does not give notice of any Claim in accordance with this section, then the Underwriters will have no liability under this Policy in respect of that claim.

Contacts for notice in accordance with this section:

Beazley Insurance Dac  
22 Bishopsgate  
London EC2N 4BQ  
[mybeazleyclaims@beazley.com](mailto:mybeazleyclaims@beazley.com)

### Notice of a Breach

With respect to **Breach Response Services**, the **Insured** must notify the Underwriters of any actual or reasonably suspected **Data Breach** or **Security Breach** as soon as practicable after discovery by the **Insured**, but in no event later than 60 days after the end of the **Policy Period**. Notice must be provided to the **Breach Response Services Team** listed below. Notice of an actual or reasonably suspected **Data Breach** or **Security Breach** in conformance with this paragraph will also constitute notice of a circumstance that could reasonably be the basis for a **Claim**.

Beazley Insurance Dac  
Email: [BBRUK@beazley.com](mailto:BBRUK@beazley.com)  
Telephone: 020 3514 2434 (24 hours)

### Notice of Circumstance

With respect to any circumstance that could reasonably be the basis for a **Claim** (other than a **Data Breach** or **Security Breach** noticed under the Breach Response insuring agreement) the **Insured** may give written notice of such circumstance through the below as soon as practicable during the **Policy Period**. Such notice must include:

1. the specific details of the act, error, omission or event that could reasonably be the basis for a **Claim**;
2. the injury or damage which may result or has resulted from the circumstance; and
3. the facts by which the **Insured** first became aware of the act, error, omission or event.

Any subsequent **Claim** made against the **Insured** arising out of any circumstance reported to Underwriters in conformance with the foregoing will be considered to have been made at the time written notice complying with the above requirements was first given to the Underwriters during the **Policy Period**.

### Contacts for notice of circumstance:

Beazley Insurance Dac  
22 Bishopsgate  
London EC2N 4BQ  
[mybeazleyclaims@beazley.com](mailto:mybeazleyclaims@beazley.com)

## Defence of Claims

Except with respect to coverage under the Payment Card Liabilities & Costs insuring agreement, the Underwriters have the right and duty to defend any covered **Claim** or **Regulatory Proceeding**. Defence counsel will be mutually agreed by the **Named Insured** and the Underwriters but, in the absence of such agreement, the Underwriters' decision will be final.

With respect to the Payment Card Liabilities & Costs insuring agreement, coverage will be provided on an indemnity basis and legal counsel will be mutually agreed by the **Named Insured** and the Underwriters and will be selected from one of the firms described in the Online Information Packet.

The Underwriters will pay actual loss of salary and reasonable expenses resulting from the attendance by a corporate officer of the **Insured Organisation** at any mediation meetings, arbitration proceedings, hearings, depositions, or trials relating to the defence of any **Claim**, subject to a maximum of £2,000 per day and £100,000 in the aggregate, which amounts will be part of and not in addition to the **Policy Aggregate Limit of Liability**.

## Settlement of Claims

If the **Insured** refuses to consent to any settlement recommended by the Underwriters and acceptable to the claimant, the Underwriters' liability for such **Claim** will not exceed:

1. the amount for which the **Claim** could have been settled, less the remaining Retention, plus the **Claims Expenses** incurred up to the time of such refusal; plus
2. sixty percent (60%) of any **Claims Expenses** incurred after the date such settlement or compromise was recommended to the **Insured** plus sixty percent (60%) of any **Damages, Penalties and PCI Fines, Expenses and Costs** above the amount for which the **Claim** could have been settled;

and the Underwriters will have the right to withdraw from the further defence of such **Claim**.

The **Insured** may settle any **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.

## Assistance and Cooperation

The Underwriters will have the right to make any investigation they deem necessary, and the **Insured** will cooperate with the Underwriters in all investigations, including investigations regarding coverage under this Policy and the information and materials provided to the underwriters in connection with the underwriting and issuance of this Policy. The **Insured** will execute or cause to be executed all papers and render all assistance 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. Expenses incurred by the **Insured** in assisting and

cooperating with the Underwriters do not constitute **Claims Expenses** under the Policy.

The **Insured** will not admit liability, make any payment, assume any obligations, incur any expense, enter into any settlement, stipulate to any judgment or award or dispose of any **Claim** without the written consent of the Underwriters, except as specifically provided in the Settlement of Claims clause above. Compliance with a **Breach Notice Law** will not be considered an admission of liability.

### Territory

This Insurance applies to **Claims** made, acts committed, or **Loss** occurring anywhere in the world.

### Subrogation

If any payment is made under this Policy and there is available to the Underwriters any of the **Insured's** rights of recovery against any other party, then the Underwriters will maintain all such rights of recovery. The **Insured** will do whatever is reasonably necessary to secure such rights and will not do anything after an incident or event giving rise to a **Claim** or **Loss** to prejudice such rights. If the **Insured** has waived its right to subrogate against a third party through written agreement made before an incident or event giving rise to a **Claim** or **Loss** has occurred, then the Underwriters waive their rights to subrogation against such third party. Any recoveries will be applied first to subrogation expenses, second to **Loss** paid by the Underwriters, and lastly to the Retention. Any additional amounts recovered will be paid to the **Named Insured**.

### Other Insurance

The insurance 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.

### Change of Law, Unavailability of Breach Response Services

If there is a change of law, regulation or enforcement that prevents the Underwriters or its providers from providing all or part of the **Breach Response Services**, or if a provider is unable to or does not provide **Breach Response Services**, the Underwriters will make reasonable efforts to procure similar services from other sources. In such event, the maximum the Underwriters will pay for the costs of procuring and providing all **Breach Response Services**, including substitute products and services, will be no more than GBP 10,000,000 in the aggregate for the **Policy Period**, which amount will be in addition to the **Policy Aggregate Limit of Liability**. If it is not reasonably possible for the Underwriters to procure substitute products or services, the Underwriters will not be obligated to provide such services.

### Entire Agreement

By acceptance of the Policy, all **Insureds** agree that this Policy embodies all agreements between the Underwriters and the **Insured** relating to this Policy. Notice to any agent, or knowledge possessed by any agent or by any other person, will not affect a waiver or a change in any part of this Policy or stop the Underwriters from asserting any right under the terms of this Policy; nor will the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy signed by the Underwriters.

## Mergers or Consolidations

If during the **Policy Period** the **Named Insured** consolidates or merges with or is acquired by another entity, or sells more than 50% of its assets to another entity, then this Policy will continue to remain in effect through the end of the **Policy Period**, but only with respect to events, acts or incidents that occur prior to such consolidation, merger or acquisition. There will be no coverage provided by this Policy for any other **Claim** or **Loss** unless the **Named Insured** provides written notice to the Underwriters prior to such consolidation, merger or acquisition, the **Named Insured** has agreed to any additional premium and terms of coverage required by the Underwriters and the Underwriters have issued an endorsement extending coverage under this Policy.

## Assignment

The interest of any **Insured** under this policy is not assignable. If the **Insured** dies or is loses mental capacity, such insurance will cover the **Insured's** legal representative as if such representative were the **Insured**, in accordance with the terms and conditions of this Policy.

## Cancellation

If the premium due under this policy has not been paid to the Underwriters within 60 days of the inception of the **Policy Period** or, where premium is due to be paid by instalments, by the date on which an instalment is due, the Underwriters will have the right to cancel this policy with effect from inception by notifying the **Named Insured** in writing direct or via the insurance broker.

The Underwriters will give not less than 30 days prior notice of such cancellation. If the premium due is paid in full to the Underwriters before the notice period expires, notice of cancellation will automatically be revoked.

If any additional premium due under the terms of this policy or in respect of any amendment to the terms of this policy is not paid within 30 days of the date on which it is due to be paid, the Underwriters will not have any liability in respect of the additional rights which were to have been purchased by the **Insured** by payment of the additional premium.

## Singular Form of a Word

Whenever the singular form of a word is used herein, the same will include the plural when required by context.

## Headings

The titles of paragraphs, clauses, provisions or endorsements of or to this Policy are intended solely for convenience and reference, and are not deemed in any way to limit or expand the provisions to which they relate and are not part of the Policy.

## Fraudulent Claims Clause

If the **Insured** makes a fraudulent claim under this policy the Underwriters:

1. are not liable to pay the claim;

2. may recover from the **Insured** any sums paid by the Underwriters to the **Insured** in respect of the claims; and
3. may by notice to the **Insured** treat the contract as having been terminated with effect from the time of the fraudulent act.

If the Underwriters exercise their right in accordance with this clause:

1. the Underwriters shall not be liable to the **Insured** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the Underwriter's liability under the policy (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
2. the Underwriters need not return any of the premiums paid.

Nothing in this clause is intended to vary the position under the Insurance Act 2015.

### Governing law

Unless agreed otherwise, this policy will be governed by and construed in accordance with the laws of England and Wales.

### Arbitration

All disputes and differences between the **Insured** and the Underwriters which arise under or in connection with this policy will be referred to arbitration under ARIAS Arbitration Rules (U.K.).

The arbitration tribunal will consist of three arbitrators, one to be appointed by the **Insured**, one to be appointed by the Underwriters and the third to be appointed by the two appointed arbitrators.

The third member of the tribunal will be appointed as soon as practicable (and no later than 28 days) after the appointment of the two party-appointed arbitrators. The tribunal will be constituted upon the appointment of the third arbitrator. The arbitrators will be persons (including those who have retired) with not less than ten years' experience of insurance or reinsurance within the industry or as lawyers or other professional advisers serving the industry.

Where the **Insured** or the Underwriters fail to appoint an arbitrator within 14 days of being called upon to do so or where the two party-appointed arbitrators fail to appoint a third within 28 days of their appointment, then ARIAS will appoint an arbitrator to fill the vacancy. At any time prior to the appointment by ARIAS the party or arbitrators in default may make such appointment.

The tribunal may in its sole discretion make such orders and directions as it considers to be necessary for the final determination of the matters in dispute. The tribunal will have the widest discretion permitted under the laws of England and Wales when making such orders or directions and the decision of the tribunal will be final. The arbitration will be held in London.

### Named Insured as Agent

The **Named Insured** will be considered the agent of all **Insureds**, and will act on behalf of all **Insureds** with respect to the giving of or receipt of all notices pertaining to this Policy, and the acceptance of any endorsements to this Policy. The **Named Insured** is responsible for the payment of all premiums and Retentions and for receiving any return premiums.

### Valuation and Currency

All premiums, limits, **Retentions, Damages** and other amounts under this Policy are expressed and payable in the currency of the United Kingdom. If judgement is rendered, settlement is denominated or another element of **Damages** under this Policy is stated in a currency other than United Kingdom pounds sterling or if **Claims Expenses** are paid in a currency other than United Kingdom pounds sterling, payment under this Policy shall be made in United Kingdom pounds sterling at the rate of exchange published in the *Financial Times* on the date the judgement becomes final or payment of the settlement or other element of **Damages, Penalties or PCI Fines, Expenses and Costs** is due or the date such **Claims Expenses** are paid.

If any **Extortion Payment** is made by or on behalf of the **Insured Organisation in Digital Currency**, payment by the Underwriters under this Policy shall be made in United States Dollars equal to the US Dollar-value of the Digital Currency at the time the **Extortion Payment** is made.

For purposes of this paragraph, an **Extortion Payment** using **Digital Currency** shall be considered "made" at the time that such **Digital Currency** is first recorded in a public ledger of transactions for such **Digital Currency** (for example, the time at which **Digital Currency** is included in a block on the blockchain).

### Financial interest coverage

The Underwriters will not provide cover for the **Loss** of an **Uncovered Company**. The Underwriters will instead reimburse the **Named Insured** for its financial interest in such **Uncovered Company** by way of agreed valuation calculated as the amount of **Loss** which would have been payable to the **Uncovered Company** under this policy had the **Uncovered Company** been insured under this policy. For the purpose of this provision the **Named Insured** will be deemed to have suffered loss to its financial interest simultaneously with the **Uncovered Company** which incurred the **Loss** for which it would have been entitled to receive cover under this policy.

### Sanction Limitation

The Underwriters will not be liable to provide any cover, benefit or pay any claim under this Policy to the extent that the provision of such cover, benefit or payment of such claim would expose the Underwriters to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, law or regulations of the European Union, United Kingdom or United States of America.

### Complaints

Every effort is made to ensure that a high standard of service is provided. However, if the **Insured** is not satisfied with the service it has received or it has any questions or concerns about this policy the **Insured** should, in the first instance, contact:

Beazley Complaints  
Beazley Group  
22 Bishopsgate  
London EC2N 4BQ

All correspondence should be addressed to Beazley Complaints

Or by telephone – 020 7667 0623  
Or by e-mail – [beazley.complaints@beazley.com](mailto:beazley.complaints@beazley.com)

In the event that the **Insured** remains dissatisfied, the **Insured** may, if eligible, refer the complaint to the Financial Ombudsman Service (FOS). The Financial Ombudsman Service is an independent service in the U.K. for settling disputes between consumers and businesses providing financial services.

The FOS's contact details are as follows:  
Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Telephone: 0300 123 9 123  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### Compensation

The Underwriters are covered by the Financial Services Compensation Scheme.

The **Insured** may be entitled to compensation from the Scheme if the Underwriters are unable to meet their obligations to the **Insured** under this contract. If the **Insured** is entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract.

Further information about the Scheme is available from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU, Telephone: 0800 678 1100 or 020 7741 4100 or on their website: [www.fscs.org.uk](http://www.fscs.org.uk)

## First Party Loss Coverage Restrictions Amendatory Endorsement

Policy Number: W21228124A  
Effective Date: 01/03/2024

This endorsement modifies the Beazley Breach Response Module and shall be read as if incorporated within it.

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Coverage Restrictions is amended as follows:

Parts 1. and 3. of the **First Party Loss** Coverage Restriction are deleted in their entirety and replaced with the following:

1. seizure, nationalisation, confiscation, or destruction of property or data by official order of any governmental or public authority;
3. failure, interruption, or malfunction of **Financial Market Infrastructure, Digital and Internet Infrastructure**, power, water, oil, gas, electrical, sewage, or other utilities, or mechanical infrastructure or services, that are not under the **Insured Organisation's** direct operational control;

The above Coverage Restrictions apply notwithstanding anything to the contrary in this Policy or any appendix or endorsement added to this Policy.

2. Definitions is amended to include:

**Digital and Internet Infrastructure** means Internet Exchange Point providers, Domain Name System (DNS) service providers, certificate authorities (including trust service providers), Content Delivery Network (CDN) providers, timing servers (including stratum-1 and 2), and **Electronic Communications Network Infrastructure** used for the provision of publicly available electronic communications services which support the transfer of information between network termination points.

**Electronic Communications Network Infrastructure** means:

1. transmission and telecommunication systems or services, whether or not based on a permanent infrastructure or centralised administration capacity;
2. switching or routing equipment; and
3. other resources, including network elements which are not active,

which permit the conveyance of signals by wire, radio, optical or other electromagnetic means, including satellite networks, fixed (circuit- and packet-switched, including internet) and mobile networks, electricity cable systems to the extent that they are used for the purpose of transmitting signals, networks used for radio and television broadcasting, and cable television networks.

**Financial Market Infrastructure** means securities exchanges, central counterparty clearing houses, and central securities depositories.

All other terms and conditions of this Policy remain unchanged.

Signed on behalf of Beazley Insurance Dac



**Nick McGarey**  
**Head of International Underwriting**

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## War Coverage Restriction Amendatory Endorsement

Policy Number: W21228124A  
Effective Date: 01/03/2024

This endorsement modifies the Beazley Breach Response Module and shall be read as if incorporated within it.

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The **War and Civil War** Coverage Restriction is deleted in its entirety and replaced with the following:

### **War and Cyber War**

The coverage under this Policy will not apply to any **Loss** arising:

1. directly or indirectly out of **War**; or
2. from a **Cyber War**.

This Coverage Restriction applies notwithstanding anything to the contrary in this Policy or any appendix or endorsement added to this Policy.

2. For the purposes of this endorsement only:

**Cyber War** means any harmful act, conducted using a **Computer System** (or series of related, repeated or continuing harmful acts conducted using one or more **Computer System**), directed against one or more **Computer System** that is committed by, or at the direction or under the control of, a sovereign state, and which:

1. is conducted as part of a **War**; or
2. causes a major detrimental impact on:
  - (i) the functioning of another sovereign state due to disruption to the availability, delivery or integrity of any **Essential Service** in that other sovereign state; and/or
  - (ii) the security or defence of another sovereign state,

provided however that **Cyber War** shall not mean the direct or indirect effect of such harmful act(s) which causes a major detrimental impact on a sovereign state as described in parts 2.(i). and/or 2.(ii) above, on a **Computer System** operated by and either owned by or leased to the **Insured Organisation** or operated by a **Dependent Business**, that is not physically located in a sovereign state which has suffered such major detrimental impact described in parts 2.(i). and/or 2.(ii) above.

**Computer System** means computers, any software residing on such computers, and any associated devices or equipment.

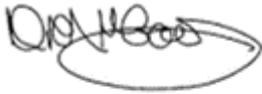
**Essential Service** means a service that is essential for the maintenance of vital functions of a sovereign state, including but not limited to financial institutions and

associated financial market infrastructure, emergency services, health services, utility services and/or services that are essential for the maintenance of the food, energy and/or transportation sector.

**War** means the use of physical force by a sovereign state against another sovereign state (whether war be declared or not) or as part of a civil war, rebellion, revolution, insurrection and/or military or usurped power.

All other terms and conditions of this Policy remain unchanged.

Signed on behalf of Beazley Insurance Dac



**Nick McGarey**  
**Head of International Underwriting**

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## Catastrophic First Party Loss Amendatory Endorsement

Policy Number: W21228124A  
 Effective Date: 01/03/2024

This endorsement modifies the Beazley Breach Response Module and shall be read as if incorporated within it.

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. **Limits of Liability** listed in the Schedule is amended to include:

<b>Catastrophic First Party Loss Aggregate Limit of Liability:</b>	GBP 250,000
<b>Catastrophic First Party Loss Sub-Limits:</b>	
Business Interruption Loss:	
<i>Resulting from Security Breach:</i>	GBP 250,000
<i>Resulting from System Failure:</i>	GBP 125,000
Dependent Business Loss:	
<i>Resulting from Dependent Security Breach:</i>	GBP 50,000
<i>Resulting from Dependent System Failure:</i>	GBP 50,000
Cyber Extortion Loss:	GBP 250,000
Data Recovery Loss:	GBP 250,000

2. Limit of liability and coverage is amended to include:

### Catastrophic First Party Loss Limits

All **Business Interruption Loss, Dependent Business Loss, Cyber Extortion Loss**, and/or **Data Recovery Costs** that the **Insured Organisation** sustains or incurs as a result of a **Catastrophic Cyber Event** will be subject to the applicable sub-limits of liability set forth in the Catastrophic First Party Loss Sub-Limits section in the Schedule. Such sub-limits are in the aggregate, and are part of, and not in addition to, the applicable limits of liability set forth in the First Party Loss section in the Schedule.

Provided however that the Underwriter’s combined total limit of liability for all **Business Interruption Loss, Dependent Business Loss, Cyber Extortion Loss**, and/or **Data Recovery Costs** that the **Insured Organisation** sustains or

incurs as a result of a **Catastrophic Cyber Event** will be the Catastrophic First Party Loss Aggregate Limit of Liability set forth in the Schedule. Such limit shall be part of, and not in addition to, the **Policy Aggregate Limit of Liability**.

All **Business Interruption Loss, Dependent Business Loss, Cyber Extortion Loss**, and/or **Data Recovery Costs** that the **Insured Organisation** sustains or incurs that is not as a result of a **Catastrophic Cyber Event** will remain subject to the limits of liability set forth in the First Party Loss section in the Schedule.

3. Definitions is amended to include:

**Affiliate** means any entity directly or indirectly controlled by, or under common control with, a **Scheduled Cloud Service Provider** (or any successor of such entity).

**Application Program** means any computer software program that performs a particular function or task within the **Computer Operating System** for the end-user, including but not limited to database programs, web browsers, enterprise software, word processors, graphics software and media players.

**Catastrophic Cyber Event** means any **Security Breach, System Failure, Dependent Security Breach, Dependent System Failure** or **Extortion Threat** arising out of a **Cloud Services Provider Event** or **Operating System Event**.

**Cloud Services Provider Event** means a single partial or complete failure, interruption or malfunction of (or series of related, repeated or continuing partial or complete failures, interruptions or malfunctions of) cloud services provided by a **Scheduled Cloud Service Provider** that exceeds 72 consecutive hours.

**Computer Operating System** means computer system software that manages or administers computer hardware, software resources, or provides common services to run an **Application Program**. For the avoidance of doubt, **Computer Operating System** shall not mean **Application Program**.

**Essential Service** means a service that is essential for the maintenance of vital functions of a sovereign state, including but not limited to financial institutions and associated financial market infrastructure, emergency services, health services, utility services and/or services that are essential for the maintenance of the food, energy and/or transportation sector.

**Operating System Event** means a single act of exploitation of (or series of related, repeated or continuing acts of exploitation of) software vulnerabilities in a **Computer Operating System**, including but not limited to ransomware, wiper malware, computer worms, and computer viruses, which causes a major detrimental impact on the functioning of a sovereign state due to disruption of the availability, delivery, or integrity of any **Essential Service** in that sovereign state.

**Scheduled Cloud Service Provider** means Amazon Web Services, Inc., Microsoft Corporation, Google LLC, or International Business Machines Corporation (or any successor of any of the foregoing) and any **Affiliate** of any of the foregoing that provides cloud services.

4. General Conditions is amended to include:

**First Party Loss Adjustment**

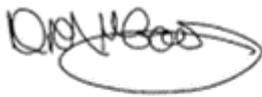
The Underwriters may rely on any available evidence which is reasonable in determining whether any **Business Interruption Loss, Dependent Business Interruption Loss, Cyber Extortion Loss** and/or **Data Recovery Costs** arises from a **Catastrophic Cyber Event** or not. Such available evidence may include information from governments, computer forensics experts, or any other credible sources as to the nature, circumstances, or causes of the event. The Underwriters may also rely on available evidence gathered from any proof of loss provided by the **Named Insured**.

### **Dispute Resolution**

Notwithstanding anything to the contrary in this Policy or any appendix or endorsement added to this Policy, it is agreed that any dispute under this Endorsement will be submitted to the exclusive jurisdiction of the courts of England and Wales.

All other terms and conditions of this Policy remain unchanged.

Signed on behalf of Beazley Insurance Dac



**Nick McGarey**  
**Head of International Underwriting**

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# SANCTION LIMITATION AND EXCLUSION CLAUSE

This endorsement modifies the Beazley Breach Response and shall be read as if incorporated within it:

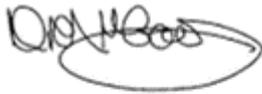
**W21228124A**

## **Sanctions Limitation**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, law or regulations of the European Union, United Kingdom or United States of America.

All other terms and conditions of this Policy remain unchanged.

Signed on behalf of Beazley Insurance Dac



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## Computer hardware replacement cost

This endorsement modifies the Beazley Breach Response module and shall be read as if incorporated within it.

Policy Number: W21228124A

Effective Date: 01/03/2024

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The definition of **Extra Expense** is deleted in its entirety and replaced with the following:

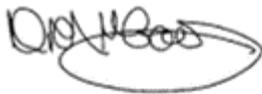
**Extra Expense** means reasonable and necessary expenses incurred by the **Insured Organisation** during the **Period of Restoration** to minimise, reduce or avoid **Income Loss**, over and above those expenses the **Insured Organisation** would have incurred had no **Security Breach, System Failure, Dependent Security Breach** or **Dependent System Failure** occurred; and includes reasonable and necessary expenses incurred by the **Insured Organisation** to replace computers or any associated devices or equipment operated by, and either owned by or leased to, the **Insured Organisation** that are unable to function as intended due to corruption or destruction of software or firmware directly resulting from a **Security Breach**, provided however that the maximum sublimit applicable to **Extra Expense** incurred to replace such devices or equipment is GBP 250,000.

2. Coverage Restrictions is amended by the deletion of part 2. of the **Bodily Injury or Property Damage** Coverage Restriction in its entirety and replaced with the following:

2. physical injury to or destruction of any tangible property, including the loss of use thereof; but this will not apply to the loss of use of computers or any associated devices or equipment operated by, and either owned by or leased to, the **Insured Organisation** that are unable to function as intended due to corruption or destruction of software or firmware directly resulting from a **Security Breach**. Electronic data shall not be considered tangible property;

All other terms and conditions of this policy remain unchanged.

Signed on behalf of Beazley Insurance Dac



**Nick McGarey**  
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## Consequential reputational loss

This endorsement modifies the Beazley Breach Response module and shall be read as if incorporated within it.

Policy Number: W21228124A

Effective Date: 01/03/2024

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Limit listed in the BBR Module Schedule is amended to include:  
**Consequential Reputational Loss** GBP 250,000
2. Retention listed in the BBR Module Schedule is amended to include:  
Each incident giving rise to **Consequential Reputational Loss** GBP 1,000
3. **Insuring Agreements** is amended by the addition of:

### Consequential Reputational Loss

to indemnify the **Insured Organisation** for **Consequential Reputational Loss**, that the **Insured** incurs during the **Notification Period** as a result of (i) an actual or reasonably suspected **Data Breach** or **Security Breach** that the **Insured** first discovers during the **Policy Period** and (ii) for which individuals have been notified pursuant to part 4. of the **Breach Response Services** definition.

4. For purposes of this endorsement, **Definitions** is amended to include:

**Consequential Reputational Loss** means the **Income Loss** during the **Notification Period**; provided that **Consequential Reputational Loss** shall not mean and no coverage shall be available under this endorsement for any of the following: loss arising out of any liability to any third party for whatever reason; legal costs or legal expenses of any type; loss incurred as a result of unfavorable business conditions, loss of market or any other consequential loss; or costs or expenses the **Insured Organisation** incurs to identify, investigate, respond to or remediate an actual or reasonably suspected **Data Breach** or **Security Breach**.

**Income Loss** means the net profit resulting directly from the **Insured Organisation's** business operations, before income taxes, that the **Insured Organisation** is prevented from earning as a direct result of damage to the **Insured Organisation's** reputation caused by an actual or reasonably suspected **Data Breach** or **Security Breach**. In determining **Income Loss**, due consideration shall be given to the prior experience of the **Insured Organisation's** business operations before the beginning of the **Notification Period** and to the reasonable and probable business operations the **Insured Organisation** could have performed had the actual or reasonably suspected **Data Breach** or **Security Breach** not occurred.

**Income Loss** does not include any internal salary, costs or overhead expenses of the **Insured Organisation**.

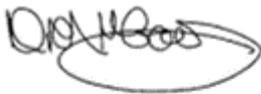
**Notification Period** means the 30-day period that begins on the specific date on which **Notified Individuals** first receive notification of the incident for which **Notification Services** are provided.

5. **Notice of Claim or Loss** under **General Conditions** is amended to include:

With respect to **Consequential Reputational Loss** the **Named Insured** must notify the Underwriters through the contacts listed for **Notice of Claim, Loss or Circumstance** in the Declarations as soon as practicable after discovery of the circumstance, incident or event giving rise to such loss. The **Named Insured** will provide the Underwriters a proof of **Consequential Reputational Loss**. All loss described in this paragraph must be reported, and all proofs of loss must be provided, to the Underwriters no later than six (6) months after the end of the **Policy Period**. The costs and expenses of preparing and submitting a proof of loss, and establishing or proving **Consequential Reputational Loss** shall be the **Insured's** obligation, and are not covered under this Policy.

All other terms and conditions of this policy remain unchanged.

Signed on behalf of Beazley Insurance Dac



**Nick McGarey**  
**Head of International Underwriting**

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[www.beazley.com](http://www.beazley.com)

## Voluntary shutdown coverage

This endorsement modifies the Beazley Breach Response module and shall be read as if incorporated within it.

Policy Number: W21228124A

Effective Date: 01/03/2024

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Limit listed in the BBR Module Schedule is amended to include:

**Voluntary Shutdown** GBP 250,000

2. Retention listed in the BBR Module Schedule is amended to include:

Each incident giving rise to **Voluntary Shutdown** GBP 1,000

3. The definition of **Security Breach** is deleted in its entirety and replaced with the following:

**Security Breach** means:

1. A failure of computer security to prevent:

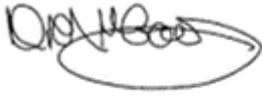
- (i) **Unauthorised Access or Use of Computer Systems**, including **Unauthorised Access or Use** resulting from the theft of a password from a **Computer System** or from any **Insured**;
- (ii) a denial of service attack affecting **Computer Systems**;
- (iii) with respect to coverage under the Liability insuring agreements, a denial of service attack affecting computer systems that are not owned, operated or controlled by an **Insured**; or
- (iv) infection of **Computer Systems** by malicious code or transmission of malicious code from **Computer Systems**; or

2. Solely with respect to the *Business Interruption Loss* insuring agreement:

- (i) the voluntary and intentional shutdown of **Computer Systems** by the **Insured Organisation**, with the Underwriters' prior consent, but only to the extent necessary to limit the **Loss** resulting from a situation described in 1.(i) or 1.(iv) above; or
- (ii) the intentional shutdown of **Computer Systems** by the **Insured Organisation** as expressly required by any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity resulting from a situation described in 1.(i) or 1.(iv) above.

All other terms and conditions of this policy remain unchanged.

Signed on behalf of Beazley Insurance Dac



**Nick McGarey**  
**Head of International Underwriting**

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## Industrial system, Operational Technology (OT) and Supervisory Control and Data Acquisition (SCADA) sub-limit endorsement

Policy Number: W21228124A

Effective Date: 01/03/2024

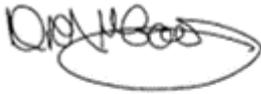
This endorsement modifies the Beazley Breach Response cover and shall be read as if incorporated within it:

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Any **Loss** sustained as a result of a **Security Breach** or **System Failure** in connection with any industrial system or operational technology (OT) such as Supervisory Control and Data Acquisition software (SCADA), is subject to a sub-limit of GBP 50,000 in the aggregate for the **Policy Period** and such sub-limit is part of and not in addition to the limit of liability payable under each insuring agreement and the **Policy Aggregate Limit of Liability**.

All other terms and conditions of this policy remain unchanged.

Signed on behalf of Beazley Insurance Dac



**Nick McGarey**  
**Head of International Underwriting**

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