



MANCHESTER UNDERWRITING MANAGEMENT

CYBER INSURANCE

POLICY SUMMARY

This is a summary only and you should refer to the full terms and conditions in your policy or consult your broker for more information.

Product name: Cyber Insurance Certificate (MUM CY 08 18)

Type of Insurance: Cyber Insurance

Underwritten By: Manchester Underwriting Management Ltd (MUM)

BASIS OF COVER

The policy provides coverage for first party losses, regulatory investigations and liability claims arising from cyber and multimedia incidents.

The Limit of applies in the aggregate during the Period of Insurance, including defence costs and expenses. We will offer Limits of Liability up to £5,000,000.

PERIOD OF COVER

The Period of Insurance is typically 12 months but can be more or less – refer to the policy Schedule for the Period of Insurance applicable.

GEOGRAPHICAL SCOPE

The policy applies worldwide and will cover claims made against you in any jurisdiction.

KEY FACTS OF COVER

- ❖ First party coverages are provided on a “discovery” basis i.e. the policy covers events which are first discovered and reported by you during the Period of Insurance.
- ❖ Regulatory investigations are covered where the investigation is initiated against you and reported during the Period of Insurance.
- ❖ Liability coverages are provided on a “claims made” basis i.e. the policy covers claims first made against you and reported during the Period of Insurance.

| Insuring Clauses | Limit |
|---------------------------------|---|
| First Party Coverages: | |
| Breach Management Expenses | The full policy limit (max. £5M) |
| Data Recovery Costs | The full policy limit (max. £5M) |
| Business Interruption Loss | The full policy limit (max. £5M) |
| Reputational Harm | The full policy limit (max. £5M) |
| Extortion Expenses | The full policy limit (max. £5M) |
| Cyber Theft Loss | Up to £250,000 in the aggregate |
| Telephone Hacking Loss | Up to £250,000 in the aggregate |
| Social Engineering Fraud | Up to £100,000 in the aggregate |
| Attendance Expenses | A daily benefit up to £250,000 in the aggregate |
| Loss Mitigation Expenses | The full policy limit (max. £5M) |
| Regulatory Investigations: | The full policy limit (max. £5M) |
| Liability Coverages: | |
| Cyber Liability | The full policy limit (max. £5M) |
| Payment Card Industry Liability | The full policy limit (max. £5M) |
| Multimedia Liability | The full policy limit (max. £5M) |

PRINCIPAL EXCLUSIONS

- ❖ Claims that should be covered elsewhere under other types of policies, for example bodily injury, property damage, intellectual property, patent infringement and professional indemnity.
- ❖ Claims connected with any failure or interruption of access to an infrastructure provider.
- ❖ Claims relating to breach of contractual duty more onerous than implied by common law or statute with the exceptions of breaches of your privacy policy and any Payment Card Industry liability.
- ❖ Claims by connected parties unless emanating from a third party.
- ❖ Prior or known cyber incidents or claims and circumstances.
- ❖ Certain conduct matters including malicious, deliberate, dishonest or fraudulent acts by an Executive Officer or by an Employee with an Executive Officer's knowledge.
- ❖ Claims arising from pollution, radiation, war and terrorism risks, but Cyber Terrorism is not excluded.
- ❖ Claims for an amount not exceeding the Excess.
- ❖ Claims connected with any use of illegal or unlicensed software.
- ❖ Regulatory civil fines and penalties, which are uninsurable by law.
- ❖ Claims relating to the violation of certain USA laws.

PRINCIPAL CONDITIONS

- ❖ Cyber incidents, claims and or circumstances which might give rise to a claim must be notified to us in writing as soon as reasonably possible once an Executive Officer becomes aware of the matter.
- ❖ You must not make any admissions and must co-operate with us.
- ❖ English law applies to this contract of insurance.
- ❖ The Premium must be paid to us within 60 days of inception of the Period of Insurance.
- ❖ This insurance is primary to any other valid and collectible insurance in respect of loss covered under this policy.
- ❖ You must notify us of any acquisition that you make where the acquired entity's turnover exceeds 15% of your turnover or where you are acquired or merged into another business.

CANCELLATION

There is no provision for you to cancel this policy. It may be cancelled by mutual agreement or by our giving you 14 days' notice in the event of non-payment of premium. There are some circumstances where cover terminates immediately and these are listed in the policy and relate to insolvency or similar events.

CLAIMS PROCESS

Notice of a claim or circumstance should be given in writing to: DAC Beachcroft Specialist Claims Services, Portwall Place, Portwall Lane, Bristol BS1 9HS or via email to mumcyber@dacbeachcroft.com

COMPLAINTS

Complaints must be referred in the first instance to Manchester Underwriting Management Ltd, Link House, St Mary's Way, Chesham, HP5 1HR (tel. 01494 770700 or email complaints@manchesterunderwriting.com).

If your complaint cannot be resolved within two weeks, or if you have not received a response within two weeks, you are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of your complaint and provide you with a written final response.

Lloyd's contact details are:

Post: Complaints, Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent. ME4 4RN.

Telephone: +44 (0) 20 7327 5693 Fax: +44 (0) 20 7327 5225

Email: complaints@lloyds.com

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

If you remain dissatisfied after Lloyd's has considered your complaint, or if you have not received a written final response within eight weeks from the date that MUM received your complaint, you may be

entitled to refer your complaint to the Financial Ombudsman Service who will independently consider your complaint free of charge. Their contact details are:

Post: The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Telephone: (Fixed): 0800 0234567 Tel (Mobile): 0300 1239123 Tel (Outside UK): +44 (0) 20 7964 0500 Fax: +44 (0)20 7964 1001

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Please note:

- You must refer your complaint to the Financial Ombudsman Service within six months of the date of the final response
- The Financial Ombudsman Service will normally only consider a complaint from a business that has an annual turnover of less than 2 million Euros and fewer than 10 employees

