

CyberGuard™ Plus | Cyber Liability

Description of Coverage

Liability Insuring Clauses

Media Liability

Liability resulting from claims related to media content and communications, including the creation, publication or dissemination of media material in any format. Coverage includes claims alleging defamation, libel, slander, invasion of privacy, copyright or trademark infringement, plagiarism, domain name infringement and related personal or advertising injury.

Security and Privacy Liability

Liability resulting from a security breach or privacy breach, including failure to prevent or hinder such breaches, failure to safeguard private information, failure to timely disclose a breach, transmission of malicious code, or participation in a denial of service attack against a third party.

Privacy Regulatory Defence and Penalties

Liability for regulatory fines, penalties and defence costs arising from privacy regulatory proceedings, including investigations or enforcement actions brought by the Information Commissioner's Office or other competent data protection authorities under UK GDPR, the Data Protection Act 2018, and other applicable privacy regulations.

PCI DSS Liability

Liability for PCI DSS fines and assessments (including fraud recoveries, card reissuance costs, operational expenses and mandatory audit costs) imposed by acquiring banks, card brands or payment processors as a result of a security breach or privacy breach.

Court Attendance Costs

Reimbursement of reasonable costs incurred by an insured to attend mediation, arbitration proceedings, hearings, depositions or trials at the insurer's request in connection with the defence of a covered claim.

First Party Insuring Clauses

Breach Event Costs

Reasonable and necessary costs and expenses incurred as a result of a security breach, privacy breach or adverse media report, including initial breach consultation costs, legal and forensic expenses, public relations expenses, notification expenses, and up to 24 months of breach support and credit monitoring services.

Post Breach Remediation Costs

Post breach remediation costs incurred, with prior insurer consent, to mitigate the potential of a future security breach or privacy breach, including information security assessments, gap analyses, policy development, employee training and security enhancements.

Reputational Loss

Loss of net profit sustained during the period of indemnity as a direct result of reputational damage stemming from an adverse media report arising from a security breach or privacy breaches.

Business Interruption

Income loss, interruption expenses and special expenses incurred due to an unplanned outage, interruption, failure, suspension or degradation of service of an insured computer system caused by:

- a **malicious system failure** (including hacking attacks, denial of service attacks, malicious code or cyber extortion threats); or
- an **operational system failure** (including administrative error, programming error or voluntary shutdown implemented to mitigate a cyber event).

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First Party Insuring Clauses Cont.

Dependent Business Interruption

Income loss and extra expenses incurred due to an unplanned outage, interruption, failure, suspension or degradation of service of a service provider computer system caused by:

- a **dependent malicious system failure** (including hacking attacks, denial of service attacks, malicious code or acts of cyber terrorism affecting a service provider); or
- a **dependent operational system failure** (including accidental damage, administrative error or operational mistakes by a service provider).

Data Recovery Costs

Reasonable and necessary costs to replace, recreate or restore data assets that are damaged, destroyed, altered, corrupted, misused or stolen due to a system failure or dependent system failure.

Cyber Extortion

Extortion expenses and extortion monies incurred, with prior insurer consent, as a direct result of a credible cyber extortion threat, including ransomware and threats to release confidential or personal information.

Bricking Loss

Loss incurred to replace computer hardware or electronic equipment rendered unusable for its intended purpose (but not physically damaged) due to unauthorised or malicious reprogramming, including as a result of a security breach, up to 125% of replacement cost.

Reward Expenses

Reasonable amounts paid to an informant for information not otherwise available that leads to the arrest and conviction of a person responsible for a covered security breach, privacy breach, system failure, cyber extortion threat or cyber crime event.

Cyber Crime

Transfer Fraud

Loss of money or securities resulting from fraudulent written, electronic or telephonic instructions that induce a financial institution or an employee to transfer funds to an unintended recipient.

Telephone Hacking and Utilities Fraud

Loss resulting from unauthorised access to an insured telecommunications system or fraudulent consumption of utilities or cloud services due to a security breach, including telecommunications fraud and utilities fraud.

Invoice Manipulation Fraud

Loss resulting from the unauthorised alteration or redirection of payment or banking details contained in an invoice, purchase order or remittance advice, transmitted to or from the insured.

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