



Policy Summary

Angel Cyber Liability

December 2018
CYB 12/18 ANG.3



Cyber Liability Policy Summary

The following summary does not contain the full terms and conditions of the insurance which can be found in the Insurance Certificate. This summary does not form part of your contract of insurance. You need to keep us informed about any changes in your circumstances, so that, in the event of a claim, you still have adequate and valid insurance cover.

Who is the Insurer?

This insurance is underwritten by XL Catlin Insurance Company UK Limited, under a facility administered by Angel Risk Management. XL Catlin Insurance Company UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308).

About this Insurance

This is Cyber Liability Insurance covering claims made against you out of the performance of media activities for negligence and breach of duty arising out of the conduct of your business as detailed on the Policy Schedule.

When and How Do You Pay for Your Insurance?

For full details of when and how to pay, you should contact your broker.

Law and Jurisdiction

The parties are free to choose the law applicable to the policy. Unless specifically agreed to the contrary the policy shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

Unless otherwise agreed the language of the policy shall be English.

Where Are You Covered?

This insurance offers Worldwide cover excluding the USA and Canada.

Policy Duration – When Does Your Cover Start and End?

This insurance cover is valid from the start date and end date of the cover are specified in your policy schedule.

What Are Your Obligations?

- You must tell us as soon as practicably possible if you become aware about any changes in the information you have provided to us which happens before or during any period of insurance.
- When we are notified of a change we will tell you if this affects your policy. For example we may amend the terms of your policy or require you to pay an additional premium. In certain circumstances we may cancel your policy in accordance with the “Cancelling This Insurance” section of the policy document. If you do not inform us about a change it may affect any claim you make or could result in your insurance being invalid.



Significant Features and Benefits

- Multimedia Internet Liability
Claims made against you arising out of the performance of media activities performed by you up to the limit of liability stated in the schedule.
- Security and Privacy Liability
Claims, first made in writing against you during the period of insurance, arising out of a privacy and security breach wrongful act by you or your sub-contractors
- Privacy Notification and Crisis Management Costs
Costs that you incur with prior written consent from us, following a data breach which is first discovered during the period of insurance, up to the limit of liability stated in the schedule.
- Emergency Response Costs
We will reimburse you for such expense in respect of emergency payments up to the relevant limit of liability stated in the schedule.
- Extortion Demands
Sums paid in response to an extortion demand made against you during the period of insurance, by a third party.
- Regulatory Investigations
Defence costs and insurable fine or insurable civil monetary penalty imposed by a governmental or regulatory authority for a data breach arising from a regulatory investigation.
- Business Interruption
Loss of profit and/or operational expenses during the period of restoration directly caused by a network compromise to the computer system.
- Loss of Electronic Data
 - (a) costs of replacing, updating or restoring your electronic data which has been destroyed, lost, damaged, or altered during a network compromise from backups, but only up to the level which existed prior to the network compromise;
 - (b) costs incurred in remedying the issue which allowed your electronic data to be destroyed, lost, damaged, or altered during a network compromise.

Significant or Unusual Exclusions or Limitations

- Limit of Liability in the aggregate during the period of insurance
- Claims or circumstances known prior to the period of insurance
- Acquisitions and Sales
- Actual or Alleged bodily injury but will not exclude mental anguish or emotional distress caused as a result of a publication breach or data breach
- Liability assumed by you under any contract or agreement, including any guarantees or warranties
- ERISA/Securities
- Fraud and dishonesty
- Payment Card Industry (PCI) Fines and Assessments
- Any failure to install and maintain automatically provided updates from the software provider for business critical software
- Wear and tear or failure of any electrical equipment in normal use
- A claim made by you or on your behalf against you



- Legal proceedings brought in a court of law outside the jurisdiction stated in the schedule or brought in a court of law within the jurisdiction stated in the schedule to enforce a judgement or order made in any court of law outside the jurisdiction stated in the schedule
- Any governmental, quasi*governmental or regulatory action or investigation, except with respect the cover offered under the Regulatory Investigation Insuring Clause
- Any actual or alleged physical damage or destruction of any tangible property, including resulting loss of use
- Any excesses applicable to this insurance.

How Do You Cancel?

(a) **Cooling-Off**

If you decide that you do not wish to proceed then you can cancel the policy by notifying your broker or insurance advisor within 14 days of either the date you receive your insurance documentation or the start of the policy period whichever is the later. Provided you have not made a claim we will refund the premium and no fee will be charged if the policy is cancelled in the Cooling Off Period.

(b) **Cancellation by Insured**

You may cancel the policy at any time by notifying your broker or insurance advisor. Any return premium due to you will depend on how long the policy has been in force and whether you have made a claim.

(c) **Cancellation by Insurer**

We may cancel the policy, provided there is a valid reason for do so, including for example any failure by you to pay the premium by writing to you. Any return premium due to you will depend on how long the policy has been in force and whether you have made a claim.

How do You Make a Claim?

Claims or circumstances that could give rise to a claim should be notified as follows:

Twenty-four (24) hour Accenture's Response Hotline:

Telephone: +44 (0) 800 085 9483

Claims to be notified to:

Angel Risk Management Limited

3rd Floor, 1 Legg Street

Chelmsford,

Essex CM1 1JS

Claim Hotline: 01245 343630

Fax: 020 7785 8055

Email: claims@angelriskmanagement.com

You will need to quote your Policy number when notifying us.



How Do You Make A Complaint?

We are dedicated to providing a high quality service and we want to ensure that we maintain this at all times.

If you have any questions or concerns about the policy or the handling of a claim please contact your broker through whom this policy was arranged.

If you wish to make a complaint you can do so at any time by referring the matter to:

Complaints Department
XL Catlin Services SE
20 Gracechurch Street
London
EC3V 0BG
United Kingdom

Telephone Number: +44 (0)20 7743 8487

Email: axaxlukcomplaints@axaxl.com

XL Catlin Services SE acts on our behalf in the administration of complaints.

If you remain dissatisfied after the complaints department has considered your complaint, or you have not received a final decision within eight (8) weeks, you can refer your complaint to the Financial Ombudsman Service at:

Exchange Tower
London
E14 9SR
United Kingdom

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

Telephone Number: **From within the United Kingdom**

0800 0234 567 calls to this number are free on mobiles and landlines

0300 1239 123 calls to this number costs no more than calls to 01 and 02 numbers

From outside the United Kingdom

+44 (0)20 7964 0500

Fax Number: +44 (0)20 7964 1001

Text Number: 07860 027 586 Call Back Service

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: www.financial-ombudsman.org.uk



The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. The ADR scheme for XL Catlin Insurance Company UK Limited is the Financial Ombudsman Service, which can be contacted directly using the contact details above. For more information about ODR please visit <http://ec.europa.eu/odr>

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme. The Insured may be entitled to compensation from the Scheme if we are unable to meet our obligations under this contract of insurance. If the Insured were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: <http://www.fscs.org.uk/>

Fair Processing Notice

This Privacy Notice describes how XL Catlin Insurance Company UK Limited (together, “we”, “us” or the “Insurer”) collect and use the personal information of insureds, claimants and other parties (“you”) when we are providing our insurance and reinsurance services.

The information provided to the Insurer, together with medical and any other information obtained from you or from other parties about you in connection with this policy, will be used by the Insurer for the purposes of determining your application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. We may be required by law to collect certain personal information about you, or as a consequence of any contractual relationship we have with you. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by the Insurer for these purposes with group companies and third party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of your personal information. Because we operate as part of a global business, we may transfer your personal information outside the European Economic Area for these purposes.

You have certain rights regarding your personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of your personal information in a usable electronic format and to transmit it to a third party (right to portability).

If you have questions or concerns regarding the way in which your personal information has been used, please contact: compliance@axaxl.com

We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that we have not been able to assist with your complaint or concern, you have the right to make a complaint to the UK Information Commissioner's Office.

For more information about how we process your personal information, please see our full privacy notice at: <http://axaxl.com/privacy-and-cookies>.



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