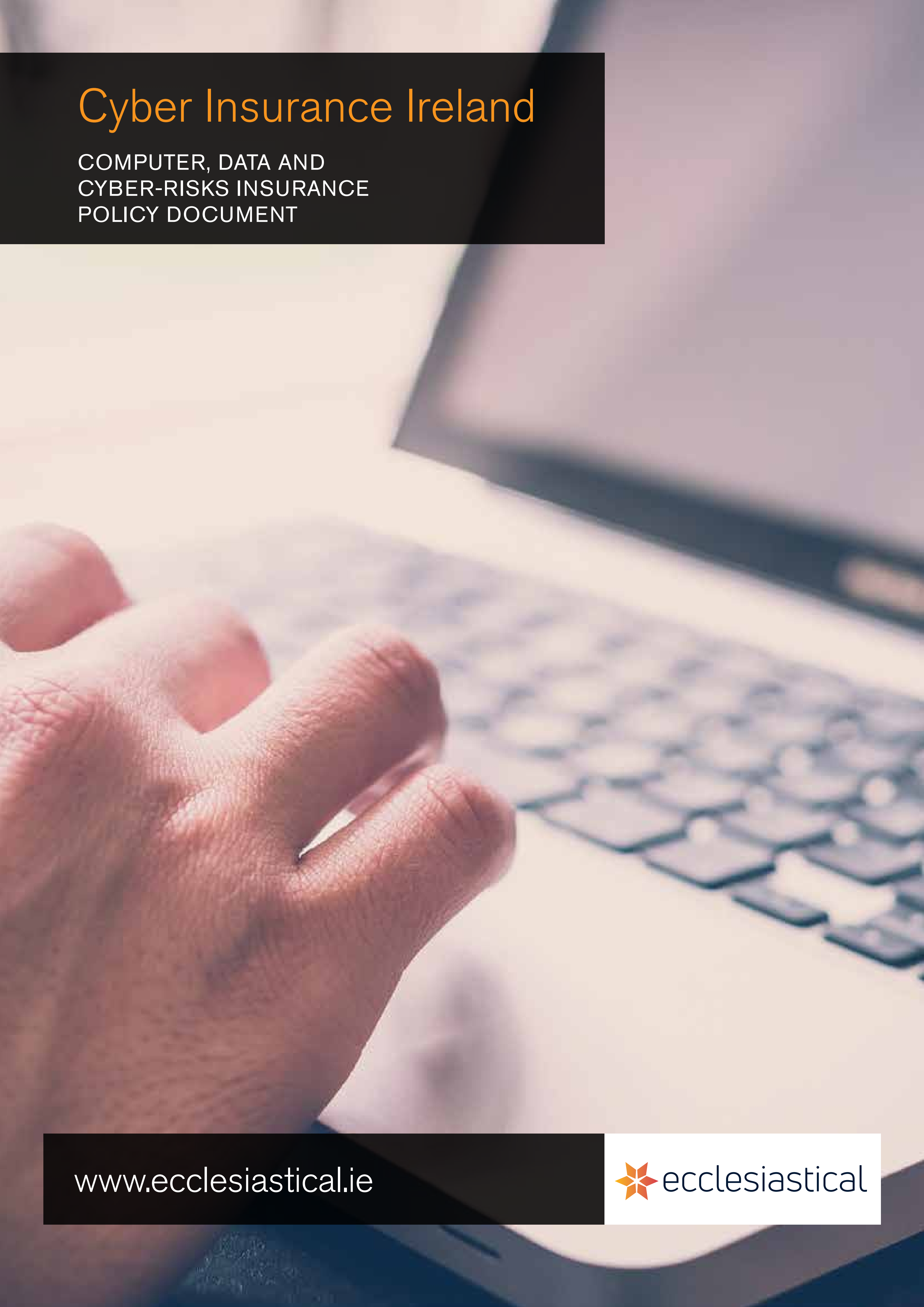
Cyber Insurance Ireland

COMPUTER, DATA AND
CYBER-RISKS INSURANCE
POLICY DOCUMENT



www.ecclesiastical.ie

ecclesiastical

Contents

Introduction

Thank you for insuring with Ecclesiastical and we welcome you as a policyholder. We are a specialist financial services group, with a strong portfolio of insurance, investment management, broking and advisory businesses in the UK, Ireland, Canada and Australia. All are underpinned by a reputation for delivering an outstanding service for customers, with firmly established roots as a socially responsible general insurer.

Policy information

Your schedule will show the cover in force and for how much you are insured.

Please read the policy and schedule carefully. If you have any queries or wish to change your cover, contact us immediately.

We will send you an updated schedule whenever the cover is changed and at each annual renewal date. The most recent schedule will provide the details of your current cover. Please retain this with your policy booklet, together with any special notices we send you about the policy.

Please also retain all other schedules so you may check what cover applied on any specific date should you need to do so.

If your needs change, please tell us.

Data Privacy Notice

Your privacy is important to us. We will process your personal data in accordance with data protection laws.

Ecclesiastical Insurance Office plc (“**we**”, “**us**”, “**our**”) is the data controller in respect of any personal data which you provide to us or which we hold about you and any personal data which is processed in connection with the services we provide to you.

Where you provide us with personal data about a person other than yourself (such as a dependant or named person under a policy), you must inform them that you are providing their personal data to us and refer them to this notice.

To provide our insurance related services, we will collect and process your personal data such as your name, contact details, financial information and any information which is relevant to the insurance policy we are providing. In order to provide your insurance policy or when making a claim, we may also need to collect or process ‘special categories of personal data’ such as information relating to your health. We may also collect and process information which is likely to reveal your religious beliefs where you have manifestly made that information public or by communicating with us using a title or honorific which indicates a religious belief. We may also collect data relating to any previous unspent criminal convictions that you may have where that data is necessary to facilitate the provision of insurance services in connection with you, or related activities.

We process your personal data and your special category personal data relating to health and religious affiliation for the purposes of offering and carrying out insurance related services to you or to an organisation or other persons which you represent. Your personal data is also used for business purposes such as fraud prevention, business management, systems development and carrying out statistical and strategic analysis.

Providing our services will involve sharing your personal data with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, our service providers and professional advisors, or business partners and our regulators.

In some circumstances we may transfer your personal data to countries outside of the European Economic Area. We will put appropriate safeguards in place to ensure that your personal data is protected.

Where we have your consent, we may market our services to you or provide your personal data to our related companies or business partners for marketing purposes. You can opt out of marketing communications at any time by contacting us.

Fraud Prevention

We need to carry out fraud and anti-money laundering checks, and this will involve sharing your personal data (such as your name, contact details and financial information) with credit reference and fraud prevention organisations.
If you make a claim, we will share your information (where necessary) with other companies to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, we may appoint loss adjusters or external investigation services to act on our behalf.

We may also use information from other sources such as the Companies Registration Office, Financial Credit Agencies and Insurance Link (a central claims database for the insurance industry) to obtain additional details and to independently verify information you have provided to us. You can find more information about Insurance Link at www.inslink.ie.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

Please note that when carrying out any fraud prevention activities, we may need to process your special categories of data such as criminal offence information and share it with fraud prevention agencies.

Further Information

For further information on how your personal data is used and your rights in relation to your personal data please refer to our Privacy Policy at www.ecclesiastical.ie/privacy-policy or contact our Compliance Associate, by post at Ecclesiastical Insurance Office plc, 2nd Floor, Block F2, EastPoint, Dublin 3, D03 T6P8, or by telephone on **01 619 0300** or by email at compliance@ecclesiastical.com.

Claims enquiries

If you wish to report a new claim or discuss an existing claim during office hours (Monday to Friday 9am to 5pm) please call

01 619 0300

Outside of business hours please call

01 619 0325

The action to be taken by the policyholder in the event of any incident which may give rise to a claim is shown in the Claims conditions.

General information

Complaint procedures

If you are unhappy with our products or service, please contact us as soon as possible.

You can complain in writing or verbally at any time to:

Ecclesiastical Insurance Office plc,
2nd Floor,
Block F2,
Eastpoint,
Dublin 3,
D03 T6P8

Tel: 01 619 0300
Email: complaints@ecclesiastical.com

Our promise to you

- We will investigate your complaint and provide you with the name of your point of contact in relation to your complaint.
- We will keep you informed of the progress of your complaint with regular written updates on the progress of our investigation at intervals no greater than 20 business days.
- We shall attempt to investigate and fully resolve your complaint within 40 business days and will furnish you with the findings of our investigation into your complaint within five business days of completion of our investigation.
- We will use feedback from your complaint to improve our service.

If you're not entirely satisfied with our handling of and final response to your complaint, or if we have not completed our investigation in 40 business days, we'll inform you of your right to take your complaint to the Financial Services and Pensions Ombudsman.

The Financial Services & Pensions Ombudsman,
Lincoln House,
Lincoln Place,
Dublin 2,
D02 VH29

Tel: 01 567 7000
Email: info@fspo.ie
Website: www.fspo.ie

The Financial Services & Pensions Ombudsman can investigate complaints from all customers, except limited liability companies which have a turnover of €3m and above.

This complaints handling procedure does not affect your right to take legal proceedings.

The Insurance Compensation Fund

This was established under the Insurance Act 1964 amended by the Insurance (Amendment) Act 2011. The fund is designed to facilitate payments to policyholders in relation to risks in Ireland where an Irish-authorised non-life insurer or a non-life insurer authorised in another EU Member State goes into liquidation or administration. Not all policyholder liabilities are covered by the fund. A sum due to a commercial policyholder may not be paid out of the fund unless the sum is due in respect of the liability to an individual.

For further information on the scheme you can visit the website at **www.centralbank.ie**

Policy definitions

Each time the following appear in bold type in this document or in the policy schedule they will take the meaning shown below

Act of Terrorism

means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear

Business

means **Your** business activities relating to the 'Business description' shown in the schedule

Business Income

means

- the amount of net income (profit or loss before taxes) which **You** would have earned if the **Cyber Event** had not happened
- normal operating expenses that continue including ordinary payroll

Company/We/Our/Us

means Ecclesiastical Insurance Office plc

Computer System

means **Hardware Data** computer networks websites intranet and extranet sites

Computer Virus

means malware program code or programming instruction designed to have a damaging effect on a **Computer System**

Condition Precedent to Liability

means a condition of this policy where non-compliance (provided that such non-compliance is material to the loss) shall mean the claim will not be paid and any payment on account of the claim already made by **Us** shall be repaid to **Us**

Contaminant

means an impurity resulting from the mixture or contact of a substance with a foreign substance including but not limited to mould mildew fungus spores diseases viruses or microorganism of any type nature or description

Cyber Action

means the use of a **Technology System** by or on behalf of any **State** to disrupt deny degrade manipulate or destroy information in a **Technology System** to hinder or defend against civil war insurrection rebellion or revolution within that **State**

Cyber Attack

means **Computer Virus Hacking** or **Denial of Service Attack** which is not just targeted at **You** and **Your Computer System**

Cyber Event

means

- loss corruption accidental or malicious deletion of or change to unauthorised access to or theft of **Data**
- **Damage** to websites intranet or extranet sites
- **Damage** or disruption caused by **Computer Virus Hacking** or **Denial of Service Attack**
- failure of or variation in the supply of electricity or telecommunications networks owned and operated by **You**

affecting **Your Computer System** the **Computer System** of a **Service Provider** or customer of **Yours**

Cyber Operation

means the use of a **Technology System** by or on behalf of a **State** to disrupt deny degrade manipulate or destroy information in a **Technology System** of or in another **State**

Damage(d)

means total or partial loss damage destruction breakdown or corruption

Damages

means

- financial compensation **You** have to pay except for fines penalties liquidated damages (agreed damages or penalties **You** have to pay under a contract) punitive or exemplary damages (extra damages to punish **You**) or aggravated damages (more severe damages to reflect the seriousness of an offence)
- third parties' costs and expenses **You** have to pay as a result of a claim being brought against **You**

Data

means facts concepts information ideas text recordings and images which are converted to a form which can be processed by **Hardware** but not including software and programs

Data Privacy Obligations

means legal obligations relating to securing managing and preventing unauthorised access or use of **Data** and arising under

- relevant data-protection regulations anywhere in the world associated with the confidentiality of access to control of and use of **Personal Data** which are in force at the time **You** discover **You** have failed to keep **Your** data privacy obligations
- guidance from the Information Commissioner's Office or similar organisations worldwide
- the Payment Card Industry Data Security Standard or other contractual obligations relating to handling credit card and debit card information
- privacy statements and confidentiality agreements

Defence Costs

means costs and expenses **We** agree in writing for investigating settling or defending a claim against **You**

Denial of Service Attack

means malicious and unauthorised attack which overloads any **Computer System**

Directors and Officers

means directors officers principals partners or members while they are employed by **You** and under **Your** control in connection with the **Business**

Employee

means any

- person employed borrowed or hired by **You** including apprentices
- labour master or labour-only subcontractor (or a person supplied by any of them)
- self-employed person
- person taking part in any government or otherwise authorised work experience training study exchange or similar scheme
- person doing voluntary work for **You**
- person supplied to **You** under a contract or agreement which states that they are in **Your** employment

when they are working for **You** in connection with **Your** business but not including **Your Governors Directors and Officers**

Excess

means the amount of **Your** claim as shown in the schedule that **We** will not pay

Governor(s)

means members of **Your** governing body or subcommittee and/or any charitable Trustee

Hacking

means unauthorised or malicious access to any **Computer System** by electronic means

Hardware

means any

(a) computers and associated equipment telecommunications equipment and software and programs but not including
  (i) equipment controlling manufacturing processes or forming part of machinery or
  (ii) equipment held as stock or which **You** have manufactured and is intended for sale or repair in the course of **Your Business**

(b) laptops palmtops notebooks and tablet computers removable satellite-navigation systems digital cameras and smartphones and associated software and programs

(c) photocopiers fax machines shredders addressing machines franking machines televisions and associated equipment DVD and CD recorders and players video and audio conferencing and projection equipment and associated software and programs

Indemnity Period

means the period during which **You** suffer a loss of **Business Income** or have to pay extra costs starting on the date of the **Cyber Event** and ending no later than the last day of the indemnity period shown in the schedule

Insured/You/Your

means the Insured shown in the schedule

Insured Location

means any location shown in the schedule as an insured location

Limit of Indemnity

means the amount shown in the schedule

Loss

means any loss damage liability cost or expense of any kind

Occurrence

means one event or a series of events arising out of or in connection with the same cause source or event

Period of Insurance
means the period of time as shown in the schedule during which **You** are covered by the policy unless it is cancelled

Personal Data
means information which could identify a person or allow identity theft or other fraud to take place

Pollutants
means any solid liquid gaseous biological radiological or thermal irritant or **Contaminant** including smoke vapour soot fumes acid alkalis chemicals vaccines and waste (including materials to be recycled reconditioned reclaimed or disposed of as well as nuclear materials

Service Provider
means a business that **You** hire under a written contract to perform services on **Your** behalf in connection with **Your Business**

State
means sovereign state

Technology System
means any computer hardware software communications system electronic device (including but not limited to smart phone laptop tablet wearable device) server cloud infrastructure or microcontroller including any similar system or any configuration of the aforementioned and including any associated input output data storage device networking equipment or back up facility

Time Excess
means the time period as shown in the schedule for which **We** will not pay any loss of **Business Income**

War
means

(a) the use of any physical force by a **State** against another **State** or as part of a civil war rebellion revolution insurrection and/or

(b) 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

whether war be declared or not

Insuring clause

This policy document and the schedule including all endorsements applied to the policy shall together form the policy and be considered as one document

In consideration of payment of the premium **We** will provide insurance against loss destruction damage breakdown corruption or liability (as described in and subject to the terms conditions limits and exclusions of this policy) occurring or arising in connection with **Your Business** during the **Period of Insurance** or any subsequent period for which **We** agree to accept a renewal premium

Insurance Act 1936

All moneys which become payable by the **Company** under the policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland

Stamp Duty

The appropriate stamp duty has been or will be paid to the Revenue Commissioners in accordance with Schedule 1 of the Stamp Duties Consolidation Act 1999

Policy exclusions

These exclusions apply to the whole policy unless otherwise stated

(i) **We** will not pay for any **Damages** liability expense or **Defence Costs** caused by or resulting from the following

1 any
   (a) circumstances which existed before any cover provided by **Your** policy started and which **You** knew about
   (b) claims or circumstances which **You** have already reported or which **You** should have reported to a previous insurer before the **Period of Insurance**

2 **Your** property being confiscated or damaged by or under the order of any government public or police authority other than
   (a) to protect life or prevent damage to property
   (b) as the result of a regulatory investigation after **You** have failed or allegedly failed to keep to **Your Data Privacy Obligations**

3 the amount specified as the **Excess** in the schedule

4 any extortion blackmail or ransom payments or demands other than those specifically covered by Cover 4 Cyber crime

5 any fines penalties punitive or exemplary damages other than those specifically covered under Extension 10 Fines and penalties

6 penalties **You** have to pay under a contract for any delay or in connection with guarantees of performance or efficiency

7 any intentional act or failure to act by **You** or **Your Governors Directors and Officers** unless the act or failure to act is a measure to prevent or minimise injury **Damage** to **Your Hardware** loss of **Business Income** or a claim for **Damages**

8 the cost of normal **Computer System** maintenance

9 (a) ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste or from burning nuclear fuel
   (b) the radioactive toxic explosive or other dangerous properties of any nuclear installation reactor or other nuclear equipment or any nuclear part of them
   (c) any weapon or device using atomic or nuclear fission or similar reaction or radioactive force or material
   (d) the radioactive toxic explosive or other dangerous properties of any radioactive material

10 atmospheric or environmental conditions causing temporary interference with any satellite signal

11 (a) any **Act of Terrorism** regardless of any other cause or event contributing to the **Damage** loss of **Business Income** or other loss
   (b) civil commotion in Northern Ireland
   (c) any action taken to control prevent suppress or in any way deal with any **Act of Terrorism**

   If **We** allege that by reason of this exclusion any loss damage cost or expense is not covered by this policy the burden of proving the contrary shall be upon **You**

   Computer Virus Hacking or **Denial of Service Attack** will not be regarded as an **Act of Terrorism**

12 **Your** commercial decision to stop trading or the decision of a **Service Provider** customer or supplier of **Yours** to stop or reduce trade with **You** or restrict services

13 **Your** insolvency or bankruptcy

14 loss of **Business Income** during the **Time Excess**

15 any claim brought against **You** by
   (a) another person named as **Insured** in the schedule
   (b) any of **Your** parent or subsidiary companies or
   (c) any company which **You** are a director officer partner or employee of and have a financial interest in

   This exclusion does not apply to **Personal Data** relating to **Employees Governors** or **Directors and Officers** as long as any benefit they receive is no more than any third party would receive

16 defamatory or disparaging statements or publications made deliberately or recklessly if it could be anticipated by a reasonable person that the statements could result in a claim against **You**

17 **You** failing to keep to any obligation **You** have to **Your Employees Governors** or **Directors and Officers** unless this is specifically insured by this policy after **Your Data Privacy Obligations** have not been met

18 any mistakes in financial statements or representations concerning **Your Business**

19 **You** actually or allegedly breaking any taxation competition restraint of trade competition or anti-trust law or regulation

20 infringement of any patent without the patent holder's permission

21 goods products or software sold supplied manufactured constructed installed maintained repaired altered or treated by **You**

22 inadequate or incorrect advice or services **You** have provided

23 the cost of correcting any failings in procedures systems or security
This exclusion applies to Cover 2 Data-breach expense only

24 any financial loss resulting from actual or alleged fraudulent use of credit or debit card
This exclusion applies to Cover 4 Cyber crime only

25 any financial loss resulting from a fraudulent application for credit or the provision of false details in applying for credit or opening an account with **You**
This exclusion applies to Cover 4 Cyber crime only

26 any action or prosecution against **You** by any statutory or local government agency body or authority or professional trade licensing organisation acting in its regulatory or official capacity

27 any actual or alleged personal injury suffered by any person including but not limited to bodily injury psychological harm emotional distress anguish trauma illness an ailment or death
This exclusion shall not apply in respect of **Damages** and **Defence Costs** for psychological harm mental anguish or emotional distress arising from a claim under Cover 1 Cyber liability only

28 failure or interruption of any
(a) gas or water supply
(b) electrical power supply network or telecommunication network
not owned and operated by **You**
This exclusion shall not apply to any cost or loss caused by or resulting from physical damage if otherwise insured by **Your** policy to the electrical power supply network telecommunication network or other property
Telecommunication networks include but are not limited to the internet internet service providers Domain Name System service providers cable and wireless providers search engine providers internet exchange providers internet protocol networks (and similar networks that may have different designations) and other providers of telecommunications or internet infrastructure
This exclusion applies to Cover 3 Computer system damage data extra cost and business income only

29 damage caused to or liability arising from damage to any
(a) nuclear material
(b) **Hardware** in the high radioactivity zone or area of any nuclear installation or
(c) **Hardware** at sites or installations directly involved in the production use or storage of nuclear material

30 any physical damage to any property unless otherwise covered under Cover 3 Computer system damage data extra costs and business income only

31 (a) the presence of **Pollutants** or a **Contaminant** or
(b) the actual discharge dispersal release or escape of **Pollutants** or a **Contaminant** or
(c) any direction or request to test for monitor clean up remove contain treat detoxify neutralise or in any way respond to or assess the effects of **Pollutants** or a **Contaminant**

(ii) Notwithstanding any provision to the contrary in this policy this policy does not cover any loss directly or indirectly occasioned by happening through or in consequence of **War** a **Cyber Operation** or a **Cyber Action**

We shall have the burden of proving that this exclusion applies

The primary but not exclusive factor in determining attribution of a **Cyber Operation** shall be whether the government of the **State** (including its intelligence and security services) in which the **Technology System** affected by the **Cyber Operation** is physically located attributes the **Cyber Operation** to another **State** or those acting on its behalf

Pending attribution by the government of the **State** (including its intelligence and security services) in which the **Technology System** affected by the **Cyber Operation** is physically located **We** may rely upon an inference which is objectively reasonable as to attribution of the **Cyber Operation** to another **State** or those acting on its behalf

It is agreed that during this period no **Loss** shall be paid

In the event that the government of the **State** (including its intelligence and security services) in which the **Technology System** affected by the **Cyber Operation** is physically located either
(a) takes an unreasonable length of time to or
(b) does not or
(c) declares it is unable to
attribute the **Cyber Operation** to another **State** or those acting on its behalf it shall be for **Us** to prove attribution by reference to such other evidence as is available

The primary but not exclusive factor in determining attribution of a **Cyber Action** shall be statements by widely recognised international bodies (such as the United Nations) or alliances (such as the North Atlantic Treaty Organisation)

Pending attribution by a widely recognised international body or alliance **We** may rely upon an inference which is objectively reasonable as to attribution of the **Cyber Action** to a **State** or those acting on its behalf

It is agreed that during this period no **Loss** shall be paid

In the event that the widely recognised international body or alliance
(a) takes an unreasonable length of time to or
(b) does not or
(c) declares it is unable to
attribute the **Cyber Action** to a **State** or those acting on its behalf it shall be for **Us** to prove attribution by reference to such other evidence as is available such as consensus opinion within relevant expert communities such as the cyber security industry

Policy conditions

These conditions apply to the whole policy unless otherwise stated

1 Alteration of risk

If after the start of this insurance there is a change to the property insured or **Your Business** which materially increases the risk of **Damage** accident or liability **You** must tell **Us** as soon as is reasonably possible

This includes
(a) a change in use of the **Insured Location**
(b) where **Your** interest ceases except by will or operation of law
(c) where an administrator or a liquidator or receiver is appointed or where **You** enter into a voluntary arrangement

We will then be entitled to cancel the policy from the date of the alteration or impose special terms or charge an additional premium

2 Arbitration

Provided **We** have admitted liability for a claim any dispute as to the amount to be paid shall be resolved by arbitration in accordance with the statutory provisions in force at the time by

(a) an agreed arbitrator or if an arbitrator cannot be agreed
(b) an arbitrator appointed by the Chartered Institute of Arbitrators Ireland Branch following a request from either party provided they have given seven days' written notice to the other party

You must not take legal action against **Us** over the dispute before the arbitrator has reached a decision

3 Assignment

You shall not assign any of the rights or benefits under this policy without **Our** prior written consent

We will not be bound to accept or be affected by any notice of trust charge lien or purported assignment or other dealing with or relating to this policy

4 Cancellation

(a) Your right to cancel in the cooling-off period

You have 14 working days from receiving the policy to write to the sender confirming that **You** do not wish to continue

No charge will be made and any premium **You** have already paid will be refunded

(b) Your right to cancel after the cooling-off period

If **You** do not cancel the policy within the 14 day cooling-off period mentioned above the policy is in force and **You** are committed to pay the premium

However **You** can still cancel the policy providing **You** give **Us** notice in writing

As long as **You** have not made a claim **You** will receive a refund of the part of **Your** premium which covers the cancelled period providing this exceeds €30

If **You** have made a claim then the full annual premium is due

(c) Our right to cancel

(1) Non-payment of premium

(i) If **You** do not pay **Your** premium by instalments

Unless otherwise agreed with **Us We** will not provide cover under this policy unless **You** pay the premium by the due date

If **You** do not pay the premium by the due date **We** will send notice of the outstanding premium to **You** and give **You** a further period of at least 14 working days from the due date in which to pay the outstanding amount

If payment is still not received in the timescale **We** have advised the policy is cancelled from the outset

(ii) If **You** pay **Your** premium by instalments

Unless otherwise agreed with **Us We** will not provide cover under this policy unless **You** pay the first instalment of premium when requested

If the first instalment of premium is not received the policy is cancelled from the outset

If **You** pay the first instalment of premium but default on any subsequent instalments **We** may cancel the policy with effect from the date the first outstanding instalment was due by notifying **You** in writing

If **Your** instalment plan is provided by **Us We** will send notice of any outstanding instalment to **You** and advise the date when **We** will re-present **Our** payment request to the bank

This will not be less than 14 working days from the date on which **Our** payment request was originally presented

We will not cancel the policy for failure to pay the premium or any instalment of premium if such failure is due to error on **Our** part or on the part of **Your** insurance intermediary bank or building society

(2) Other cancellation rights

In addition to **Our** rights under
(i) Non-payment of premium above and
(ii) Policy voidable Alteration of risk and Fraudulent claims conditions
We have the right to cancel **Your** policy at any time by giving **You** at least 14 working days' notice in writing sent by Registered post to **Your** last known address where **We** have a valid reason for doing so **Our** cancellation letter will set out the reason why **We** are cancelling **Your** policy

Valid reasons for cancelling **Your** policy may include but are not limited to

(a) circumstances which are outside **Our** reasonable control for example
- where the law requires that **We** cancel **Your** policy
- where the continuation of **Your** policy would result in **Us** breaching any applicable law or regulation that applies to **Your** policy

(b) **You** receiving a criminal conviction which results in a custodial sentence

If **We** cancel **Your** policy for a valid reason in accordance with **Our** rights under (2) above and **You** do not pay **Your** premium by instalments **We** will refund the part of **Your** premium which relates to the period remaining under **Your** policy which has been cancelled by **Us**

5 Reasonable care

It is a **Condition Precedent to Liability** that **You** must

(a) make sure that **Your Hardware** is maintained inspected and tested as recommended by the manufacturer
(b) keep a record of all maintenance and **Data** back-up procedures and maintenance carried out and let **Us** check those records
(c) take all reasonable steps and precautions to prevent or reduce **Damage** or other loss covered by **Your** policy
(d) not continue to use **Hardware** after **Damage** unless **We** have given **Our** written permission

6 Contracts (Rights of Third Parties)

Unless allowed by the law applying to this policy any person or company who is not named in the schedule has no right to enforce any terms of the policy

7 Protecting data

You must make sure that the appropriate procedures are in place for disposing of and destroying **Hardware** and hard copy files in order to protect **Data**

8 Data protection authority

You must have paid the relevant data protection fee to or registered with the supervisory authority established for the purpose of monitoring the application of data protection regulations that applies to **Your Business** unless **You** are exempted from doing so by the relevant legislation

9 Data backup

It is a **Condition Precedent to Liability** that **You** must

(a) back up original **Data** at least once every 7 days
(b) take precautions to make sure that all **Data** is stored safely
(c) make sure that the terms of the contract between **You** and the **Service Provider** allow **Data** to be backed up in line with this condition if a **Service Provider** processes or stores **Data** for **You**

If **You** have failed to keep to this condition **We** may still pay a claim provided **You** can show that formal procedures are in place to keep to this condition and that the failure was an accidental oversight or as a result of circumstances beyond **Your** control

10 Defence software

It is a **Condition Precedent to Liability** that **Your Computer System** must be protected by a

(a) virus-protection software package which is
    (i) licensed to **You**
    (ii) paid for and not freely available (unless agreed by **Us** in writing) and
    (iii) updated at least every 7 days
(b) firewall on all external gateways to the internet and that firewall must be maintained

11 Fraudulent claims

If a claim made by **You** or anyone acting on **Your** behalf or any other person claiming to obtain benefit under this policy is fraudulent or exaggerated whether ultimately material or not or if any **Damage** is caused by **Your** wilful act or with **Your** connivance **We** may at **Our** option

(a) repudiate the claim
(b) recover any payments already made by **Us** in respect of the claim
(c) cancel the policy from the date of the fraudulent act and retain the premium due for the unexpired **Period of Insurance** from the date of cancellation up to the renewal date
If **We** cancel the policy **We** will notify **You** in writing by registered delivery to **Your** last known address

12 Law applicable

This policy shall be governed by and construed in accordance with the law of the Republic of Ireland

13 More than one insured

If more than one **Insured** is named in the schedule the first named **Insured** will receive all notices and agree any changes to the policy and will be treated as acting for the named **Insured**
We will not remove any named **Insured** without their permission

For any claim the total amount **We** will pay will not be more than the **Limit of Indemnity** regardless of the number of people or organisations insured by the policy

14 Misrepresentation

You must ensure that **You** answer all questions asked by **Us** honestly and with reasonable care

If **You** fraudulently give **Us** incorrect information **We** may void the policy and retain any premiums paid

If **You** negligently give **Us** incorrect information **We** may

(a) void the policy and refund to **You** any premium paid if **We** would not have entered into this policy on any terms had correct information been given
(b) proportionately reduce the amount to be paid on any claim if **We** would have entered into this policy on the same terms but for a higher premium
The reduction in claim payment will represent the percentage difference between the premium **You** have paid and the premium **We** would have charged **You** had the correct information been given
(c) impose additional terms on this policy if **We** would have entered into this policy on such additional terms but at the same premium had the correct information been given
We may apply these additional terms to **Your** policy with effect from inception

15 Right to survey

If **We** ask **You** must provide **Us** with access to **Your Insured Location** at an agreed date and time to undertake a risk survey

Following the survey in the event that full co-operation is not provided to ensure that the surveyor is given full access to the **Insured Location** in order to undertake a risk survey **We** reserve the right to

(a) cancel the policy in line with **Our** Cancellation condition
(b) alter the premium and/or
(c) alter the terms and conditions of the policy

If the premium and/or terms and conditions are altered **You** will have 14 working days to accept or reject the alterations

If **You** choose to reject the alterations or **We** cancel **Your** policy and **You** have not made a claim **We** will refund a percentage of the premium based on the number of days left in the **Period of Insurance**

In the event that risk improvement requirements are recommended by the surveyor **We** will provide **You** with a detailed list of these risk improvements in writing and the timescales within which they must be completed

It is a **Condition Precedent to Liability** under the policy that **You** comply with all risk improvement requirements **We** request following any survey

If **You** do not complete these risk improvement requirements within the set timescales then all cover under the policy will be cancelled within 14 working days and remain inoperative unless **We** otherwise agree in writing

(a) to waive the risk improvement requirement and leave the premium terms and conditions unaltered or

(b) to an extension of the set timescales to have the risk improvement requirement completed

All other terms and conditions of the policy continue unless otherwise agreed by **Us** in writing

16 Sanctions

We shall not provide any cover under this policy or be liable to pay any claim or provide any benefit to the extent that the provision of such cover payment of such claim or provision of such benefit would expose **Us** to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union the United Kingdom of Great Britain and Northern Ireland the Channel Islands the Isle of Man or United States of America

If any such sanction prohibition or restriction takes effect during the **Period of Insurance You** or **We** may cancel that part of this policy which is affected with immediate effect by giving such notice in writing

In such circumstances **We** shall return a proportionate premium for the unexpired period of insurance provided no claims have been paid or are outstanding

17 Tax

Any claim **We** pay will not include VAT unless **You** cannot recover part or all of the VAT **You** have paid

18 Changes to premium

If **You** make a change in the policy cover and this results in a charge or a refund for the period up to the renewal date of the policy then such charge or refund will only be made by **Us** if it exceeds €30

Claims conditions

You must keep to the following conditions whenever **You** need to make a claim under the policy

If **You** do not meet these conditions and this reduces **Our** legal or financial rights under the policy **We** may refuse to pay part or all of **Your** claim

1 Reporting a claim

It is a **Condition Precedent to Liability** that **You** tell **Us** as soon as is reasonably possible about any incident or circumstance that may give rise to a claim providing full details as soon after the incident or circumstance as possible

2 Claims co-operation

It is a **Condition Precedent to Liability** that as soon as **You** know about any incident or circumstance that may give rise to a claim **You** must also

(a) take all reasonable steps and precautions to prevent further **Damage** loss of **Business Income** or other loss covered by **Your** policy
  (i) tell An Garda Síochána as soon as practicable about any loss or **Damage** relating to crime and get a crime reference number
  (ii) keep any **Damaged Hardware** other property covered by **Your** policy and other evidence and allow **Us** to inspect it and
  (iii) give **Us** details of any other insurances **You** may have which may cover **Damage** loss of **Business Income Damages Defence Costs** or other loss insured by this policy

(b) In the case of **You** knowing about an incident or circumstance that has resulted in or may result in
  (i) a claim being made against **You**
  (ii) **You** receiving a demand for **Damages**
  (iii) **You** receiving a notice of regulatory action or
  (iv) **You** receiving a notice of any other process seeking **Damages**

  You must
  (1) immediately send **Us** every letter writ summons or other document **You** receive in connection with the claim or circumstance and record all information relating to a claim against **You** that is covered under Cover 1 - Cyber liability
  (2) co-operate with **Us** fully and provide in a timely manner all the information and assistance **We** may require to investigate **Your** claim or circumstance
  (3) not admit responsibility or liability or agree to pay any money or provide any services on **Our** behalf without **Our** written permission

3 Enforcing your rights

We may at **Our** expense take all necessary steps to enforce **Your** rights against any third party other than in circumstances explained under Claims condition 7 - Waiver of subrogation rights
We can do this before or after **We** pay a claim
You must not do anything before or after **We** pay **Your** claim to affect **Our** rights and **You** must give **Us** any help and information **We** ask for
You must take reasonable steps to make sure that **You** protect **Your** rights to recover amounts from third parties

4 Controlling defence

We can but do not have to take control of investigating settling or defending any claim made against **You**
We would take this action in **Your** name
If necessary **We** will appoint an adjuster solicitor or any other appropriate person to deal with the claim
We may appoint **Your** solicitor but only on a fee basis similar to that of **Our** own solicitor and only for work done with **Our** permission in writing
We will only defend claims if **We** think that there is a reasonable chance of being successful and after taking the costs of the defence into account

5 Other insurances

If there is any other insurance covering **Your** claim **We** will only pay **Our** share even if the other insurer refuses to pay the claim

6 Salvage and recoveries

If **You** have made a claim and **You** later recover money from a third party **You** must tell **Us** immediately
If **We** have paid the claim **You** may have to give the money to **Us**

If **We** have paid a claim and **We** then recover **Your** money from a third party **We** will give **You** any proceeds above the amount **We** paid **You** in connection with the claim

Any amount due from **You** or **Us** must be paid as soon as reasonably possible

7 Waiver of subrogation rights

We agree to give up **Our** rights to recover any amounts from

(a) **Your** parent company or a subsidiary company of **Yours**
(b) any company which is a subsidiary of **Your** parent company
(c) any user of **Your Hardware** authorised in writing by **You** before an insured loss other than a **Service Provider**
(d) any **Employee** or **Your Governors Directors and Officers** unless an insured loss happens as a result of a dishonest fraudulent criminal or malicious act or decision

provided that the persons described above keep to the terms and conditions of **Your** policy as if they were **You**

Cover

For the purposes of Cover 1 Cyber liability the definition of **You** shall also include any **Employees Governors** or **Directors and Officers**

1 Cyber liability

We will pay **Damages** and **Defence Costs** arising from a claim first made against **You** during the **Period of Insurance** and in the course of **Your Business** as the result of

(a) **You** or **Your Service Provider** failing to secure or prevent unauthorised access to publication of or use of **Data** (including any interference with any right to privacy or publicity breach of confidence or **Your Data Privacy Obligations**)
(b) **You** unintentionally transmitting or failing to prevent or restrict the transmission of a **Computer Virus Hacking** attack or **Denial of Service Attack** from **Your Computer System** to a third party or
(c) loss of reputation (including that of a product) or intellectual property rights being breached as a result of
   (i) the content of any emails distributed by **Your Computer System**
   (ii) the content of **Your** website
   (iii) online promotional marketing material or
   (iv) other **Data** processed or distributed by **Your Computer System**

2 Data-breach expense

We will pay the following if during the **Period of Insurance You** discover that **You** have failed to keep to **Your Data Privacy Obligations** in the course of **Your Business**

(a) The cost of hiring professional legal and forensic information-technology services to investigate and tell **You** how **You** should respond
(b) The cost of informing affected parties the data privacy regulator and other relevant third parties or organisations worldwide
(c) The cost of providing the following support services to affected parties as the result of **You** failing to keep to **Your Data Privacy Obligations**
   (i) Credit file monitoring identity theft assistance and helping the affected parties to correct their credit records and take back control of their personal identity
   (ii) Providing a helpline to respond to enquiries after informing affected parties
   These services will be provided for up to 12 months and only if
   (1) the **Data Privacy Obligations You** have failed to keep to relate to **Personal Data** or
   (2) **You** must provide the relevant service under **Your Data Privacy Obligations**
(d) Public relations and crisis management expenses if **We** have given **Our** written permission for communicating with the media **Your** customers and the public to minimise harm to brands and business operations and any harm to **Your** reputation

Cover 2 Data-breach expense does not include the cost of restoring and recreating **Data**

3 Computer system damage data extra cost and business income

We will pay for the following arising as a result of a **Cyber Event You** discover during the **Period of Insurance**

(a) The cost of investigating reconfiguring and rectifying any **Damage** to **Your Computer System** or the **Computer System** of a **Service Provider** and restoring and recreating **Data**
   This does not include the value of **Data** to **You** even if the **Data** cannot be restored or recreated
(b) Extra costs to prevent or reduce the disruption to the functions carried out by **Your Computer System** during the **Indemnity Period**

(c) **Your** loss of **Business Income** during the **Indemnity Period**
The amount of loss of **Business Income We** pay will be
(i) based on **Your Business Income** during the 12 months before the **Cyber Event** as recorded in **Your** accounts
(ii) adjusted to reflect trends and circumstances which may affect the **Business Income** or which would have affected the **Business Income** had the **Cyber Event** not occurred

Cover 3 Computer system damage data extra cost and business income does not include the cost of any forensic or legal investigation to find out the identities of affected parties or how and why **Your Data Privacy Obligations** have not been met or to tell **You** how **You** should respond

4 Cyber crime

We will pay for the following which arise during the **Period of Insurance**

(a) **Your** financial loss
(1) following **Hacking** that results in fraudulent input destruction or modification of **Data** in **Your Computer System** or the **Computer System** of **Your Service Provider** leading to
(i) money being taken from any account
(ii) goods services property or financial benefit being transferred or
(iii) any credit arrangement being made
but excluding **Hacking** by **Governors Directors and Officers** or **Employees**
(2) resulting from **You** transferring funds from **Your** account to that of a third party as a direct result of a fraudulent electronic communication

Provided that **You** have not received any benefit in return and **You** cannot recover the loss from a financial institution or other third party
In addition **We** will also pay the cost of proving that the transaction was fraudulent and that the contract or agreement was entered into fraudulently

(b) **Your** liability to make any payment to **Your** telephone service provider as the result of **Hacking** into **Your Computer System**
(c) The cost of responding and with **Our** written agreement the payment of a ransom demand if anyone has or threatens to
(i) cause **Damage** to or disrupt **Your Computer System** by introducing a **Computer Virus** or to initiate a **Hacking** attack or **Denial of Service Attack** against **You**
(ii) release publish corrupt delete or alter **Data** from **Your Computer System** if this would cause **You** commercial or financial harm or harm **Your** reputation
(iii) fraudulently or maliciously use **Your Computer System** to cause a loss to **You** or a third party

Provided that **You** can demonstrate that **You** have good reason to believe that the threat is not a hoax and **You** have reported it to the An Garda Síochána

What we will pay

Limit of liability

The most **We** will pay for all claims **We** accept under this policy in total for the **Period of Insurance** is
1. the **Limit of Indemnity** plus
2. the limits shown under policy Extensions which are in addition to the **Limit of Indemnity**

regardless of the number of claims or claimants

Defence costs

The **Limit of Indemnity** is inclusive of any **Defence Costs We** pay

Paying out the limit of indemnity

For any and all claims incidents or losses arising for or relating to the **Period of Insurance We** may pay the full **Limit of Indemnity** that applies

We will not pay any further amounts after **We** pay the full **Limit of Indemnity**

For any claim the total amount **We** will pay will not be more than the **Limit of Indemnity** regardless of the number of people or organisations insured by the policy

Cyber attack limit

If the claim or **Occurrence** is the result of a **Cyber Attack** the most **We** will pay is the **Cyber Attack** limit shown in the schedule

The **Cyber Attack** limit is the most **We** will pay in total under all covers of the policy for the **Period of Insurance** regardless of the number of **Occurrences** claims or claimants for all claims costs or losses that are the result of **Cyber Attack**

The **Cyber Attack** limit will be reduced by any amounts **We** have already paid for claims costs or losses arising from **Cyber Attack** in the **Period of Insurance**

The most **We** will pay under any cover of the policy for each **Occurrence** which is the result of **Cyber Attack** is

(a) the total of the **Limit of Indemnity** and any Extension limit (as long as the Cover or Extension is relevant to a claim) or
(b) the **Cyber Attack** limit (as reduced by any amount previously paid)

whichever is the lower

Extensions

The limits shown for the following Extensions are in addition to the **Limit of Indemnity** unless otherwise stated

1 Loss of interest

If a **Cyber Event** interrupts the functions carried out by **Your Computer System** as insured under Cover 3 Computer system damage data extra cost and business income **We** will pay **You**

(a) interest that **You** would have earned on money that would have been received as recorded in **Your** normal accounts and
(b) interest due on money borrowed to maintain normal revenue less any normal savings in cost

The most **We** will pay for each **Occurrence** is €10,000

2 Avoiding corruption

We will pay

(a) the cost of locating and removing a **Computer Virus** from **Your Computer System** which has not necessarily caused any **Damage** or disruption and
(b) the cost of hiring professional consultants to make recommendations on how to prevent **Your Computer System** from being infected by **Computer Virus** or to prevent **Hacking** where a **Computer Virus** or **Hacking** attack has affected **Your Computer System** during the **Period of Insurance**

with **Our** prior written consent

The most **We** will pay for all claims in total for the **Period of Insurance** is €50,000

3 Security audit

We will pay the cost of a professional consultant to carry out an audit of **Your Computer System** to assess security weaknesses and advise **You** on how to make improvements if the failure to keep to **Data Privacy Obligations** insured by this policy resulted from security weaknesses in **Your Computer System**

The most **We** will pay for all claims in total for the **Period of Insurance** is €50,000

4 Investigation cost

We will pay the cost of investigating possible repair replacement or restoration with **Our** prior written consent provided **We** accept a claim for **Damage** or other loss

The most **We** will pay for all claims in total for the **Period of Insurance** is €50,000

5 Loss-prevention measures

We will pay the cost of preventing or minimising actual or expected **Damage** or other loss covered by this policy provided that

(a) **Damage** or other loss would be expected if the measures were not taken
(b) **We** are satisfied that the **Damage** or other loss has been prevented or minimised by these measures
(c) the cost is limited to the cost of **Damage** or other loss which would have been caused and
(d) the full terms and conditions of the policy apply as if **Damage** or other loss covered by this policy had arisen

The most **We** will pay for all claims in total for the **Period of Insurance** is €50,000

6 Temporary and fast-tracked repair

We will pay the cost of making temporary repairs and fast-tracking a permanent repair replacement or restoration provided **We** have accepted a claim for **Damage** or other loss

The most **We** will pay for all claims in total for the **Period of Insurance** is €100,000

7 Accountants' fees

We will pay the cost of **You** providing **Us** with the information **We** need to work out the amount **We** should pay as a result of
(a) extra staffing costs and
(b) extra fees charged by **Your** usual auditors or accountants

The most **We** will pay for all claims in total for the **Period of Insurance** is €50,000

8 Attending court

We will pay **You** compensation if **We** ask **You** to attend court as a witness in connection with a claim made against **You** that is covered under Cover 1 Cyber liability

The most **We** will pay is as follows
Governors and **Directors and Officers** rate - €100 per person per day
Employee rate - €50 per person per day
For all court attendances resulting from the same **Occurrence** - €25,000

9 Removing data

We will pay the cost of removing or withdrawing **Data** from the internet or other source available to the public as long as that would avoid or reduce a claim against **You** that is covered under Cover 1 Cyber liability

The most **We** will pay for each **Occurrence** is €10,000

10 Fines and penalties

Following a claim against **You** that is covered under Cover 1 Cyber liability **We** will pay fines penalties liquidated damages (agreed damages or penalties **You** have to pay under a contract) and **Defence Costs** which **You** become legally obliged to pay as the result of **You** not keeping to **Your Data Privacy Obligations** except for fines and penalties which **You** cannot insure against by law

The most **We** will pay for each **Occurrence** is €25,000

11 Non-invalidation

The cover by this policy shall not be invalidated by any act failure to act or change in circumstance which increases the risk of **Damage** loss of **Business Income** a claim for **Damages** or other loss covered by this policy which **You** could not have known about or controlled
Provided that as soon as **You** (or anyone acting for **You**) become aware of any act failure to act or change in circumstance which may affect the policy **You**
(a) tell **Us** as soon as possible and
(b) keep to any extra terms and conditions **We** set

This applies to any change of circumstance which arises whether before or during the **Period of Insurance** including before **We** renew this policy

Notes

Notes

Notes

This contract is underwritten by:
Ecclesiastical Insurance Office plc.

Our FCA registration number is 113848.
Our permitted business is general insurance.

You can check this on the FCA's register by visiting the FCA's website

www.fca.org.uk/register

or by contacting the FCA on

+44 207 066 1000

For further information on any of our products, please speak to your insurance intermediary.

Or visit us at
www.ecclesiastical.ie

If you would like this booklet in large print, braille or audio format please call us on
01 619 0300.

You can also tell us if you would like to always receive literature in another format.

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