



X^L Insurance

Angel Risk Management

Cyber Liability Insurance

Insurance Product Information Document

July 2020



This document provides a summary of the cover, exclusions and restrictions but does not form part of the contract between us. The full terms and conditions of this insurance, including the general policy limits, can be found in your policy documentation.

What is this type of 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. The limit of liability is in the aggregate for the period of insurance.



What is insured?

The insurer agrees to cover you against the following when you are acting in the normal course of your business:

- ✓ 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.
- ✓ 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
- ✓ 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.
- ✓ Sums paid in response to an extortion demand made against you during the period of insurance, by a third party.
- ✓ 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.
- ✓ Loss of profit and/or operational expenses during the period of restoration directly caused by a network compromise to the computer system.
- ✓ 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
- ✓ costs incurred in remedying the issue which allowed your electronic data to be destroyed, lost, damaged, or altered during a network compromise.

Supplementary Coverages

- ✓ We will reimburse you for such expense in respect of emergency payments up to the relevant limit of liability stated in the schedule.



What is not insured?

This insurance will not cover any claim for loss, costs or expenses arising from:

- ✗ 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 government, quasi governmental or regulatory action or investigation, except in respect of 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.



Are there any restrictions on cover?

- ⚠ Endorsements may apply to your policy. These will be shown in your policy documents.
- ⚠ Policy limits will apply to your insurance for certain types of cover. Please see your schedule for details.
- ⚠ There are General Conditions that you have to meet for cover to apply.
- ⚠ You may be required to pay the first part of any claim amount as an excess. This will be shown in your schedule.



Where am I covered?

- ✓ Territorial scope of the policy is worldwide excluding claims made in the United States of America and Canada



What are my obligations?

- You must pay your premium.
- When arranging your insurance or when making changes to your insurance you must give complete and accurate answers to any questions you are asked relating to the insurance.
- You must tell your broker as soon as practicable if you become aware of any inaccuracies or changes in the information you have provided to the insurer, whether happening before or during the period of insurance.
- You must provide details in writing to the insurer of any potential claim as soon as reasonably practicable within the policy period.
- You must cooperate with the insurer in the event of a claim and provide all documentation and other necessary information.



When and how do I pay?

Your broker will advise you of the full details of when and the options by which you can pay.



When does cover start and end?

This insurance cover is for a defined period and the start and end date of the cover are specified in your policy schedule.



How do I cancel the contract?

- You can cancel this insurance at any time by contacting your broker.
- The insurer may cancel this insurance by giving you thirty (30) days' written notice at your address as shown in the schedule. In the event of your non-payment of premium this policy will automatically be cancelled from the inception date.
- Cancellation may be subject to premium adjustment. Provided you have not made a claim, you will be entitled to a refund of any premium paid, subject to a deduction for any time for which you have been covered.



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**XL Insurance Company SE | A European public limited liability company registered in Ireland | Registered office: 8 St. Stephen's Green, Dublin 2, Ireland
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XL Insurance Company SE is regulated by the Central Bank of Ireland.

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