



Key facts

Cyber and data risks

Data loss, cyber loss and network interruption are on a 'first discovered' basis which provides cover for losses **which are first discovered by you and notified to us during the period of insurance**. These are 'first party' covers providing cover for your own losses.

Data liability and cyber liability covers are on a 'claims made' basis which provides cover for claims **which are made against you and notified to us during the period of insurance**. These are 'third party' covers providing cover for your legal liability to others.

A separate limit applies in respect of first party cover and third party cover.

Cover

First party

- **Data loss**
Covers costs reasonably incurred by you in the 90 days following your first discovery of a data breach* to
 - contain, recover and assess the data breach
 - comply with any UK requirements to establish credit monitoring, identity theft or similar mitigation services
 - comply with any UK requirements to notify third parties (or employees) of any data breach (and, where there is no such requirement, to notify such persons where this will mitigate or avoid a loss under the data liability section of the policy)
- **Cyber loss**
Covers costs reasonably incurred by you
 - to restore, replace, rebuild or reinstate your computers following a hacking incident or denial of service attack
 - to contain, mitigate or pay a ransom demand from a third party who threatens to initiate or continue a data breach against you
- **Network interruption**
Covers your reduction in net profit during the 7 days following a hacking incident or denial of service attack which is specifically targeted at you

Third party

- **Data liability**
Covers your legal liability for damages and costs following a data breach
- **Cyber liability**
Covers your legal liability for damages and costs following
 - your negligent transmission of a computer virus
 - a hacking incident or denial of service attack
 - libel, slander, defamation or unintentional infringement of intellectual property rights

occasioned through your website or other online mediums

Claims against you must be brought within the EU.

Your business must be conducted within the UK (other than temporary visits abroad)

At your request cover extends to certain other persons.

Each limit applies to all losses in total for the period of insurance.

An excess will apply to all losses other than under network interruption.

Under network interruption we do not cover your reduction in net profit during the first 24 hours after you discover the hacking incident or denial of service attack

** N.B. under the data loss cover the data that is the subject of the data breach must either reside on your computers or (if non-electronic) be held by you. In respect of all other sections of cover such data may reside or be held anywhere.*

Principal extensions to first party cover

- costs incurred with our agreement in using public relations specialist to deal with adverse press, publicity or media attention following a hacking incident or denial of service attack or any event which could result in a loss under the policy (maximum £25,000 or the indemnity limit whichever is the least)
- Regulatory investigations and fines
 - legal costs incurred with our agreement for representation at any investigation or proceedings by the UK Information Commissioner's Office
 - any fines levied against you due to a breach of the PCI Data Security Standard following a hacking incident or denial of service attack (maximum £100,000 or the indemnity limit whichever is the least)
- Cyber Crime
 - theft of money or funds following a cyber attack
 - unauthorized bandwidth charges following a cyber attack
 - (maximum £25,000 or the indemnity limit whichever is the least)

Principal exclusions to both covers

- betterment
- certain dishonest and malicious acts
- contractual liability
- responsibility for the acts of other parties in any consortia or joint ventures
- circumstances known at inception
- claims made against you by anyone having a financial interest in your business



Key facts

Cyber and data risks

- trading losses (other than under network interruption)
- infringement of patent
- electromagnetic, electrical or mechanical radiation, failures, disturbances and the like

Principal conditions to both covers

- claims notification and handling requirements
- contract of insurance subject to English or Scottish law
- all rights and remedies to be maintained against service providers, designers, consultants or contractors

General Note:

Some limits, terms and conditions may be varied for particular 'bespoke' arrangements.

This factsheet is not a policy document and contains only general descriptions.
Policyholders must refer to the actual policy issued for the binding terms, conditions and exclusions of cover.

Markel (UK) Limited

Verity House, 6 Canal Wharf, Leeds LS11 5AS Tel: +44 (0)345 351 2600 Fax: +44 (0)345 351 2601
www.markelinternational.com/uk

Registered office: 20 Fenchurch Street, London, EC3M 3AZ. Registered in England number 2430992