



LIBERTY CYBER SAFE INSURANCE POLICY

PROSPECTUS

Introduction

Liberty Cyber Safe Insurance protects commercial businesses against a range of first party and third party liability arising from Internet based risks, and more generally from risks relating to information technology infrastructure and activities.

Risks of this nature are typically excluded from traditional commercial general liability policies or at least are not specifically defined in traditional insurance products.

Scope of Cover

Coverage Module 1 : - Liberty Cyber Liability Shield

1.A) Liability arising out of loss of Personal/Corporate Information

The Insurer will pay to or on behalf of any Insured all Damages and Defence Costs which arise out of a Claim by a Data Subject/Third Party against the Insured in respect of an actual or alleged Qualifying Breach of Personal /Corporate Information or the disclosure of Personal Information/Third Party Data by an employee of the Company

1.B) Liability arising out of Supplier's services

The Insurer will pay to or on behalf of any Company all Damages and Defence Costs which arise out of a Claim by a Third Party against a Supplier and which arises from any actual or alleged breach of duty by the Supplier in regards to the processing of Personal Information and/or Corporate Information on behalf of the Company (for which the Company is liable).

1.C) Liability arising out of Breach of Network Security

The Insurer will pay to or on behalf of any Insured all Damages and Defence Costs which arise out of a Claim by a Third Party against the Insured which is caused by any act, error or omission by the Insured resulting in, the introduction of any unauthorized software, computer code , the denial of access to an authorised Third Party to its Data and the Company's Computer System , the wrongful appropriation of a network access code from the Company , the destruction, modification, corruption, damage or deletion of Third Party Data stored on any Computer System and the transmission of malicious code to a Third Party, including but not limited to a virus, Trojan horse, worm or logic bomb.

1.D) Liability arising out of physical theft/loss of Company's Assets

The Insurer will pay to or on behalf of any Insured all Damages and Defence Costs which arise out of a Claim by a Third Party against the Insured which is caused by any act, error or omission by the Insured resulting in physical theft/loss of Company's Assets.

1.E) Liability arising out of Company's Multimedia Activities

The Insurer will pay to or on behalf of any Company all Damages and Defence Costs which arise out of a Claim by a Third Party against the Company solely in the performance of or failure to perform MultiMedia Activities arising from the alleged or actual wrongful acts i.e. defamation, including but not limited to libel, slander, or disparagement of trade , unintentional infringement of copyright, title, slogan, trademark, trade name, trade dress, mark, service mark, service name or domain name , plagiarism, piracy or misappropriation or theft of ideas or information , invasion, infringement or interference with rights of privacy or publicity, false light, public disclosure of private facts, liability arising out of the Insured's negligence in respect of any digital media content

Coverage Module 2 : - Liberty Cyber Losses and Expenses Shield

2.A) Restoration of Electronic Data

The Insurer will pay to or on behalf of the Company all Professional Fees and/or Employee Overtime wages to restore , recollect and recreate Data to determine whether Data held by the Company can or cannot be restored, recollected, or recreated; and recreate or recollect Data held by the Company where backup systems fail to capture such Data or it is corrupted or lost because of a technical failure or because of the negligence or default of an operator or other person lawfully charged with that responsibility.

2.B) Network Business Interruption Losses

The Insurer will pay to the Company any Network Loss including Extra Expenses in respect of a Material Interruption that an Insured incurs after the Waiting Hours Period has expired and solely as a result of a Security Failure

Coverage Module 3 : - Liberty Cyber Crisis Management Shield

3.A) Proactive Forensic Costs/ Forensic Costs

The Insurer will pay to or on behalf of any Company all Professional Fees of forensic cyber risk specialists for the purpose of substantiating whether a Qualifying Breach of Data Security has occurred/is occurring, identifying the cause of the breach, making recommendations as to how this may be prevented or mitigated and assessing the disclosed loss arising out of Qualifying Breach of Data security, establishing the extent of the breach, identifying Personal information and Corporate Information that may have been compromised and for making recommendations as to how this may be prevented or mitigated.

3.B) Repair of the Company's / Individual Reputation

The Insurer will pay to or on behalf of any Company / any director, chief compliance officer, Data Protection Officer or General Counsel of a Company all Professional Fees of independent advisors for the management of any action reasonably required to prevent or mitigate the potential adverse effect of a Newsworthy Event including the design and management of a communications strategy/ for advice and support from an independent public relations consultant, in order to mitigate or prevent damage to their individual (personal and professional) reputation due to an actual or alleged Qualifying Breach of Data Security or breach of Data Protection Law.

3.C) Privacy Notification Costs

The Insurer will pay to or behalf of the Insured all Professional Fees in relation to the investigation, collation of information, changing and replacement of Records, preparation for and notification to Data Subjects and/or any relevant Regulator of any alleged or actual Qualifying Breach of Data Security or breach of Data Protection Law

3.D) Credit Monitoring Costs

The Insurer will pay to or on behalf of the Company all Professional Fees for credit monitoring services for possible misuse of any Personal Information as a result of an actual or alleged Qualifying Breach of Data Security or breach of Data Protection Law

3.E) Cyber/ Privacy Extortion

The Insurer will pay to or on behalf of the Insured all Extortion Loss that an Insured incurs solely as a result of an Extortion Threat

Coverage Module 4 : - Liberty Cyber Regulatory Shield

4.A) Regulatory Investigations

The Insurer will pay to or on behalf of any Insured all Professional Fees for legal advice and representation in connection with any Regulatory Investigation

4.B) Regulatory Fines



The Insurer will pay to or on behalf of any Insured all Regulatory Fines that the Insured is legally obligated to pay upon the conclusion of a Regulatory Investigation arising out of a breach of Data Protection Law.

G) MAIN OPTIONAL EXTENSIONS

1) Endorsement – Bodily Injury & Property Damage arising out of Security Failure

The Insurer will pay to the Company for Bodily injury and Property Damage arising solely out of a Security Failure.

2) Endorsement – Liberty Cyber Theft Shield

The Insurer will pay to the Company loss resulting directly from an Insured having transferred, paid or delivered any funds or property, established any credit, debited any account or given any value due to the fraudulent input of Data either directly into an Insured's Computer System or through a Network into an Insured's Computer System

3) Endorsement: - Liberty Communication Shield

The Insurer will pay to the Company loss resulting directly from a Customer, automated clearing house, custodian or financial institution having transferred, paid or delivered any funds or property, established any credit, debited any account or given any value on the faith of any fraudulent Communication purporting to have been directed by an Insured.

4) Endorsement – Liberty Payment Card Industry Data Security Standards (PCI – DSS) Shield

The Insurer will pay to the Company, means any written demand received by an **Insured** from a **Card Association** or **Acquiring Bank** for a monetary assessment of a fine or penalty due to an Insured's non-compliance with **PCI Data Security Standards** resulting from a **Qualifying Breach of Data Security**.

5) Endorsement – Reward Expense

The Insurer will pay to the company; reward expense to an Informant for information not otherwise available which leads to the arrest and conviction of persons responsible for a Extortion Threat or Security Failure or a Threat otherwise covered under this policy.

Additional Endorsements as below:

- Endorsement – Antitrust Exclusion Deleted
- Endorsement – Computer System Definition Amendment
- Endorsement – Damages Definition Amendment (Punitive Exemplary Where Insurable By Law)
- Endorsement – Data Risk Exclusion Deletion
- Endorsement – Defence Cost Amendment (Only For Multimedia)
- Endorsement – Extortion & Security Threat Amended
- Endorsement – Insured Definition Amended To Include Sub-Contractors
- Endorsement – Insureds Consent For Multimedia Liability Amended

- Endorsement – Insurers Consent For Multimedia Liability
- Endorsement – Intellectual Property
- Endorsement – Intentional Acts Exclusion Deletion
- Endorsement – Licensing Fees Exclusion
- Endorsement – Network Loss Upto 120 Days
- Endorsement – Network Loss Upto 150 Days
- Endorsement – Network Loss Upto 180 Days
- Endorsement – Network Loss Upto 240 Days
- Endorsement – Network Loss Upto 300 Days
- Endorsement – Network Loss Upto 365 Days
- Endorsement – Agreed Hourly Loss
- Endorsement – Newsworthy Event Definition Amendment
- Endorsement – Non Cancellation By Insurer
- Endorsement – Emergency Cost
- Endorsement – Retention Condition Amendment
- Endorsement – Amended Definition Of Damages Without Excluding Fines And Penalties
- Endorsement – Amended Definition Of Damages Without Excluding Customer Credits
- Endorsement – Amended Definition Of Damages Without Exclusions For Fines And Penalties , Merchant Service Agreement , Customer Credits.
- Endorsement – Amended Definition Of Damages Without Exclusion For Merchant Service Agreements
- Endorsement – Amended Definition Of Damages Without Exclusion For Fines And Penalties And Merchant Service Agreement.
- Endorsement – Securities Claims Exclusion Deleted
- Endorsement - Unauthorised Or Unlawfully Collected Data Exclusion Deleted
- Endorsement – Unauthorised Trading Exclusion Amendment
- Endorsement – Unsolicited Materials Exclusion Deleted
- Endorsement - Additional Insured
- Endorsement – Bodily Injury & Property Damage Resulting In Material Interruption
- Endorsement - Excess Follow Form
- Endorsement - Waiver Of Subrogation
- Endorsement – Auto Acquisition
- Endorsement – Contingent Business Interruption
- Endorsement – Physical Theft of Hard Copies
- Endorsement – Primary & Non Contributory

MAIN EXCLUSIONS:

The following are some of the **important exclusions** under the policy:



- 1) Antitrust
- 2) Bodily Injury and Property Damage (with carve back)
- 3) Contractual Liability
- 4) Criminal Acts
- 5) Conduct
- 6) Data Risk
- 7) Intellectual Property
- 8) Intentional Acts
- 9) Licensing Fees
- 10) Prior Claims and Circumstances
- 11) Securities Claims
- 12) Terrorism / War
- 12) Trading Losses
- 13) Unauthorized Trading
- 14) Unlawfully collected Data
- 15) Unsolicited Materials
- 16) Uninsurable Loss

Disclaimer: The above information is only indicative in nature. For full range of benefits available and the conditions and exclusions applicable under the policy, kindly refer to the policy wordings.

INSURANCE IS THE SUBJECT MATTER OF THE SOLICITATION