



# **QCyberProtect** Cyber Ingenuity, Insurance Tenacity

**Policy Summary of Key Terms & Conditions**

## TARGET MARKET

The target market for this policy is those companies with at least EUR 12.8m, or currency equivalent, with either more than 250 employees or balance sheet total higher than EUR 6.2m.

## UNDERWRITTEN BY A MEMBER OF THE QBE INSURANCE GROUP (QBE) (DETAILS ARE PROVIDED BELOW)

This insurance is an annual contract unless stated otherwise and it may be renewed at the end of each policy year on the basis of the terms and conditions applicable upon renewal. [For full detail of the start date and end date of the policy, you should read the policy schedule.](#)

This document provides only a summary of the main benefits of your insurance policy. An outline of the policy's significant features and benefits are set out below together with any significant exclusions or limitations. [For full details of all policy benefits and all terms you should read the policy.](#)

The policy is divided into a number of sections but not all the sections may be operative as part of your insurance. [Please refer to your quotation or renewal documentation for confirmation of the sections of cover selected.](#)

## LIMIT OF INDEMNITY, SUB-LIMIT OF INDEMNITY, TERRITORIAL LIMIT AND JURISDICTIONAL LIMIT

This insurance is subject to an overall limit of indemnity, as well as various limits and sub-limits of indemnity which form part of and are not in addition to the overall limit of indemnity unless stated otherwise. There are also territorial and jurisdictional limits which apply to specific sections of this policy. [Please refer to your policy schedule for confirmation of the applicable limits and territorial and jurisdictional limits.](#)

## EXCESS OR DEDUCTIBLE

When you make a claim, a retention will apply as set out in the policy schedule. The amount will vary according to the type of loss and may be a financial amount or a certain period of time or both. The amount(s) or time period will be stated in your quotation or renewal documentation or in the schedule.

## INSURING AGREEMENTS

### A. LIABILITY COVERAGES

#### 1. Network Security and Privacy Liability Coverage

##### [Significant features and benefits](#)

This policy covers defence costs and damages as result of a claim first made against you during the policy period for a wrongful act.

#### 2. Privacy Regulatory Proceeding Coverage

##### [Significant features and benefits](#)

This policy covers defence costs and regulatory damages as a result of a privacy regulatory proceeding first made against the insured during the policy period for a wrongful act.

#### 3. Media Liability Coverage

##### [Significant features and benefits](#)

This policy covers defence costs and damages as a result of a claim first made against the insured during the policy period for a media wrongful act.

### B. REIMBURSEMENT COVERAGES

#### 1. Event Expense Coverage

##### [Significant features and benefits](#)

This policy covers event expenses incurred resulting from an event first discovered during the policy period.

2. **Network Extortion Coverage**

**Significant features and benefits**

This policy reimburses extortion Expenses incurred resulting from an extortion threat first made during the policy period.

3. **Business Interruption Coverage**

**Significant features and benefits**

This policy covers business interruption loss incurred during the period of recovery resulting from a business interruption first occurring during the policy period.

4. **Dependent Business Interruption Coverage**

**Significant features and benefits**

This policy covers dependent business interruption loss incurred during the period of recovery resulting from a dependent business interruption first occurring during the policy period.

5. **Bricking Coverage**

**Significant features and benefits**

This policy covers hardware expenses incurred resulting from a bricking event first discovered during the policy period.

6. **Consequential Reputational Loss Coverage**

**Significant features and benefits**

This policy covers consequential reputational loss incurred during the period of recovery resulting from adverse publicity caused by an event first discovered during the policy period.

7. **Reward Fund Coverage**

**Significant features and benefits**

This policy covers criminal reward funds.

8. **Cryptojacking Coverage**

**Significant features and benefits**

This policy covers cryptojacking fraud loss incurred resulting from a cryptojacking event first discovered during the policy period.

9. **Social Engineering Coverage**

**Significant features and benefits**

This policy covers social engineering loss incurred resulting from a social engineering event first discovered during the policy period, but only if the instruction to transfer money or securities have been verified by following a pre-arranged callback or other established procedural method to authenticate the validity of the request prior to acting upon any transfer instruction.

**EXCLUSIONS TO COVER**

A. This policy does not cover:

1. acts prior to the inception date of (i) the policy or (ii) the first policy issued to the parent company and continuously renewed (including this policy) if an executive officer knew or should have known that the act had or might result in a claim
2. acts notified under a prior policy of which this policy is a renewal or replacement

- 3. claims not reported in compliance with the policy terms and conditions
- B. Reimbursement coverages only apply to events, system failures or business interruption first discovered or extortion threats first made during the policy period

#### OTHER EXCLUSIONS

- A. false advertising or misrepresentation in any material.
- B. breach of competition, restraint of trade or anti-trust legislation or regulation.
- C. assumption of liability arising under a contract provided that this exclusion shall not apply in respect of Media Liability Coverage.
- D. bodily injury or property damage provided that this exclusion shall not apply in respect of mental anguish or emotional distress or any property damage resulting from a bricking event.
- E. by or on behalf of any insured provided that this exclusion does not apply in respect to any claim arising from an insured when acting in the capacity as a customer or for any claim under the Network Security and Privacy Liability Coverage or Privacy Regulatory Proceeding Coverage.
- F. criminal, intentional, fraudulent or knowing wrongful act, error or omission or any willful violation of any statute, rule or law by an insured, provided this exclusion shall apply only if a final and non-appealable adjudication adverse to an insured in an underlying proceeding establishes that such conduct occurred. This exclusion shall not apply to any event or extortion threat by a rogue employee.
- G. contests, sweepstakes, over redemption provided that this shall not apply to any claim under Media Liability Coverage.
- H. Employment practices wrongful act, provided this exclusion shall not apply to any claim under Network Security and Privacy Liability Coverage or Privacy Regulatory Proceeding Coverage made by a current or former employee.
- I. violation of the Employee Retirement Income Security Act of 1974, Pensions Act 2008 or any similar federal, state, local or foreign statutory law provided that this exclusion shall not apply to any event.
- J. Fee Dispute
- K. electronic fund transfer or transaction, theft of money, securities or other valuable consideration or financial trading loss provided that this exclusion shall not apply to Social Engineering Coverage.
- L. any government action or order by any domestic or foreign law enforcement, administrative, regulatory or judicial body or other governmental authority provided that this exclusion shall not apply to any claim event expressly covered under Network Security and Privacy Liability Coverage Privacy Regulatory Proceeding Coverage or a claim brought by such entity when acting in the capacity as a customer.
- M. invalidity/validity, infringement, violation or misappropriation of any trade secret, copyright, service mark, trade name, trademark or trade dress provided this exclusion shall not apply to Media Liability Coverage or to such intellectual property related matters occurring as the direct result of an event.
- N. Disputes of licensing rights.
- O. personal liability incurred in the role of a director or officer.
- P. electrical or mechanical failure of infrastructure or natural perils.
- Q. use of non-licensed software, firmware provided this exclusion shall only apply to Bricking Coverage
- R. the infringement of any patent.

- S. Pollution, asbestos or electronic fields.
- T. circumstance known prior to the beginning of the policy period.
- U. purchase, sale, offer or solicitation of an offer to purchase or sell securities. provided, however, that this exclusion shall not apply to any event.
- V. bodily injury, damage, claim, loss, liability, expenses, costs or defence costs caused by terrorism.
- W. unlawful or unauthorised collection, acquisition, retention, processing or use of data provided, however, that this exclusion shall not apply to a claim resulting from the acts of a rogue employee.
- X. breach of unsolicited communications legislation or regulation provided this exclusion shall not apply to such unsolicited communications occurring as the result of an event.
- Y. loss, bodily injury, claim, defence costs, damage, liability, cost or expense of any kind resulting from war, from a cyber operation that is part of a war or from a cyber operation that causes a sovereign state to become an impacted state.

## PREMIUM PAYMENT

You are liable to pay the premium as set out in the policy. [For full details of payment of premium and the duration of payments of premium you should read the policy and your quote.](#)

## OTHER RESTRICTIONS

This policy is subject to a number of terms and conditions that are set out in full in the policy. Certain endorsements that might apply to your policy may restrict cover. [For full details you should read the policy documentation.](#)

## CLAIM NOTIFICATION

You must notify us of claims and circumstances that may become a claim as soon as practical but always within the time limitation(s) stated in the policy;

## COMPLAINT PROCEDURE

If you are unhappy with the service provided for any reason or have cause for complaint you should initially contact the person who arranged the policy for you.

**You** can complain about the **policy** by contacting **your** broker or by contacting **us** using the complaints details below.

### QBE Europe SA/NV

By email [complaints@nl.qbe.com](mailto:complaints@nl.qbe.com)

By post QBE Europe Nederland, Prins Bernhardplein 200, 1097 JB Amsterdam

By telephone +31 20 899 2700

## THE LAW AND LANGUAGE APPLICABLE TO THE POLICY

This Policy and all disputes and claims arising under or relating to it, or to its subject matter or drafting (including non-contractual disputes, claims or actions), shall be governed by and construed in accordance with Dutch law.

The language used in this policy and any communications relating to it will be English.



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QBE Europe SA/NV (BTW BE 0690.537.456, RPR Brussel) ("QBE Europe") heeft haar maatschappelijke zetel te Marsveldplein 5, 1050 Brussel, België. De vergunning van QBE Europe is verleend door de Nationale Bank van België (vergunningsnummer 3093). QBE Europe is tevens onderworpen aan het toezicht van De Nederlandsche Bank (vergunningsnummer R191477) en de Autoriteit Financiële Markten (vergunningsnummer 12047028) met betrekking tot haar bijkantoor in Nederland, met adres aan het Prins Bernhardplein 200, 1097 JB, Amsterdam en ingeschreven in de Kamer van Koophandel onder nummer 86276646. Het BTWnummer van het bijkantoor is NL863917707B01.