

Insurer: QBE Danmark, filial af QBE Europe SA/NV, Belgien (39800985)

Product: QBE Cyber Response Insurance Policy

Complete pre-contractual and contractual information on the product is provided in other documents, such as the policy schedule and the terms and conditions.

What is this type of insurance?

This is a liability insurance covering the legal liability to pay compensation in respect of a third party personal injury or property damage caused by or in connection with the insured's business.



What is insured?

Cyber risk liability

- Indemnity for any claim and defence costs first made against the insured during the policy period which arise out of any actual or alleged cyber risk of which the insured first becomes aware during the policy period. Online media liability
- Indemnity for any media claim and defence costs first made against the insured during the policy period of which the insured first becomes aware during the policy period. Business Interruption
- Indemnity for loss of business income incurred by the insured during the period of reinstatement as a result of a failure by the insured or service provider to protect against a breach of network. Data restoration
- Indemnity for cost and expenses incurred in repairing, replacing or restoring electronic data and affected hardware discovered by the insured to be lost, damaged or destroyed. Cyber extortion
- Indemnity for cyber extortion expenses arising from cyber extortion threat during the policy period. Data breach legal costs
- Indemnity for legal expenses and data breach notification costs arising out of an actual or suspected cyber risk of which the insured first becomes aware during the policy period. Forensic costs
- Indemnity for forensic costs incurred by a forensic consultant as a result of a cyber risk or cyber extortion threat of which the insured first becomes aware during the policy period. Public relations costs
- Indemnity for a panel adviser public relations and crisis management consultant to avert or mitigate any significant damage to any of the insured's brands and business operations resulting from a cyber risk of which the insured first becomes aware during the policy period. Credit monitoring or identity and penalty costs
- Indemnity for the cost of offering credit monitoring or identity theft services the insured incurs for a maximum period of twelve (12) months to those affected by a breach of privacy of which the insured first becomes aware during the policy period. Regulatory **defence** and **penalty** costs
- Indemnity for those amounts which the insured is legally obliged to pay as a result of a breach of privacy or breach of data protection law for any legal and investigation costs, as a result of a civil regulatory action, regulatory compensation award, civil penalty or fines imposed by a data protection regulator against the insured. PCI DSS costs
- Indemnity for costs the insured incurs for a claim and defence costs first made against the insured by a Payment Card Entity, or a party to whom the insured is liable for the claim arising from a breach of privacy during the policy period. Emergency costs
- Retrospective approval for Forensic Costs, Data breach legal costs, Data breach notification costs and Public relations costs incurred by one or more panel advisers
- *Insurance sum: The liability of QBE is subject to an overall aggregate limit and to various limits and sub-limits which are stated in the policy schedule.*



What is not insured?

- bodily injury or physical loss, destruction or damage of tangible property;
- liability arising out of employment;
- personal liability incurred by an insured in the role of the director or officer;
- natural perils;
- nuclear risks and ionising radiation;
- the infringement of any patent or unauthorised use of trade secrets;
- trading loss and liabilities of the insured; and
- bodily injury, damage, claim, loss, liability, expenses, costs or defence costs caused by war or terrorism.
- breach of taxation, competition, restraint of trade, anti-trust or unsolicited communications legislation or regulation;
- claim directly or indirectly caused by pollution, asbestos or electromagnetic fields;
- return of fees or commissions;
- failure of an internet, telecommunications or electricity provider or other utility provider
- Goods or products sold, supplied, repaired, altered, treated, manufactured, installed or maintained by the insured or on behalf of the insured.



Are there any restrictions on cover?

- a) QBE shall have no liability to make payments under the policy directly or indirectly attributable to any
- b) costs in repairing, replacing or restoring the insured's computer system to a level beyond that which existed prior to any claim or loss;
- c) claim brought directly or indirectly by or on behalf of any insured or the insured's parent or subsidiary or any entity in which the insured or the insured's director or officer, partner or member has an executive interest or responsibility or has a shareholding or other financial interest representing more than 15% of the issued share capital;
- d) dishonest or fraudulent act or omission of the insured or any deliberate or reckless breach by the insured of any law or regulation;
- e) occurrence prior to the retroactive date or notified any other insurer(s) covering the same subject matter as the policy for a preceding policy period;
- f) false advertising or deceptive trade practices arising from media content;
- g) fines and penalties;
- h) use or provision of any gaming, gambling or lottery;
- i) confiscation, commandeering, requisition, destruction of or damage to a computer system or personally identifiable information by a government or public authority;
- j) inaccurate pricing of goods, products or services;
- k) insured acting as a trustee, fiduciary or administrator of the insured's own pension, profit sharing or employee benefits programme;
- l) coverage which would expose QBE to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country; and
- m) use by the insured of software in breach of any intellectual property rights of another party



What are my obligations?

You must:

- make a fair presentation of your risk in proposing for this insurance, including making disclosure in a comprehensive and accurate manner;
- notify us in writing of claims and circumstances that may become a claim as soon as practical but always within the time limitation(s) stated in the policy;
- not admit responsibility, liability, make an offer or promise, offer payment or indemnity or incur any expense without the written consent of QBE and give all such information, co-operation and assistance, and forward all documents and information as requested as QBE may reasonably require, not destroy evidence, or supporting information or documents without prior written consent nor destroy property relating to an occurrence, loss or suit that may give rise to a claim;
- defend any claim;
- do all things that QBE may require securing rights of recovery and provide any assistance and cooperation to QBE as it may reasonably require;
- notify us of any and all material changes to the declared business activity or insured risks if you require them to be covered by this insurance; and
- comply with the general conditions and any specific conditions designed to reduce the risk of loss.



Where am I covered?

Unless stated otherwise in the policy schedule, this insurance shall apply worldwide.



When and how do I pay?

The duration of payments of premium and other payment details are set out in the policy and the policy schedule.



When does the cover start and end?

The insurance is an annual contract unless stated otherwise and may be renewed at the end of each policy year. The start date and end date of the policy is stated in the policy schedule.



How do I cancel the contract?

Please ensure that the policy is suitable for your requirements since there are no rights of cancellation on your part. QBE may cancel the insurance in the event of non-payment of the premium.