

Policy Document

HSB Computer Insurance

Computer hardware, data and increased cost of working



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Your contract with us

Thank you for buying the computer insurance policy from us, HSB Engineering Insurance Limited (HSBEIL). We are pleased that you have chosen our policy, and we will work hard to make sure that you are happy with the cover and service you receive.

The policy is a legal contract between:

- you, the person or organisation shown in the schedule as ‘The insured’; and
- us.

The policy is made up of this document, the schedule setting out details of your cover, and any endorsements shown in the schedule. These make up the entire contract between you and us and must be read together. Please keep them all safely together.

We used the information you gave us in your proposal, and any further information you have provided, as confirmed in our quotation and statement of fact document, to decide whether to insure you. If any of that information was not accurate or was incomplete, this could affect the validity of your policy, the scope of cover available, the terms applicable to your policy or the amount paid out on a claim under the policy (see ‘Your responsibility to provide us with correct information under ‘Important information’).

If you pay the premium shown in the schedule, and keep to the terms and conditions of the policy, you will be covered under the sections of this document shown in the schedule for the **period of insurance**.

This policy has been issued by HSB Engineering Insurance Limited

Important information

Headings and interpretation

Throughout this policy:

- words or phrases which appear in bold have the meanings shown in the 'Definitions' section;
- headings are only to help you find the information you need, they do not form part of the policy wording;
- words which appear in the singular include the plural and vice versa;
- words which appear in the present tense include the past tense and vice versa; and
- any words after the terms 'including', 'include', 'in particular', 'for example' or any similar expressions are examples and will not limit the meaning of the words.

Your policy

This document, together with the schedule and any endorsements shown in the schedule, contains the information you need to know about your insurance. This document contains important information such as the terms and conditions of your insurance and how to contact us. The schedule and endorsements show:

- which sections of this document apply;
- the **sum insured** (the maximum amount of cover you have) for each section; and
- the premium.

Please keep the schedule with this document. We will send you a new schedule whenever there is a change to your insurance. We will also send you renewal documents each year before the renewal date shown, so you can check that the cover still meets your needs.

Your policy provides cover against specified events. Read this policy carefully to make sure that it meets your needs and you understand what is and is not covered. If there is anything you need to change or do not understand, contact the person who arranged this insurance for you, or you can contact us. You can find the contact details for your local HSBEIL office on our website at www.hsbeil.com.

Your responsibility to provide us with correct information

You, or anyone acting for you, must answer all the questions we may ask in respect of:

- your proposal of the risk to be insured; and/or
- information you voluntarily provide;

both honestly and with reasonable care.

You should therefore, take care to check that the responses provided in the statement of fact prior to its submission to us is complete, accurate and not misleading in any way.

You must do so not only when you first buy your policy, but also at each renewal and/or if you ask us to make a mid-term change to your policy during the **period of insurance**.

If you do not answer the questions detailed in the statement of fact correctly, or you provide incorrect or misleading information in support of your proposal, this may affect

the validity of your policy or the terms on which cover is provided as follows:

- Where there has been a misrepresentation by you prior to entering into the policy and the misrepresentation is deemed to be fraudulent, we will treat your policy as if it never existed, refuse all claims and keep any premium you have paid. If your misrepresentation occurs during a change to your policy we will terminate your policy from the date of that change, refuse subsequent claims and keep any premium you have paid.
- Where there has been a misrepresentation by you prior to entering into the policy and the misrepresentation is deemed to be negligent (but not fraudulent) we will treat your policy in the way we would have done had we been aware of the full facts as follows:
 - Where we would not have entered into the policy on any terms had you provided us with the correct information, we may treat your policy as if it never existed, refuse all claims and return any premium you have paid. If your misrepresentation occurs during a change to your policy we may cancel your policy from the date of that change, refuse subsequent claims and return any extra premium you have paid.
 - Where we would have issued or changed your policy on different terms (other than those relating to premium) had you provided us with the correct information, we may alter the terms of your policy to those we would have imposed (other than those relating to premium). If we would have charged a higher premium, we may reduce the amount paid or payable on any claim in proportion to the amount of any additional premium that we would have charged.
- Where there has been a misrepresentation by you and the misrepresentation is deemed to be innocent, we will not cancel your policy.

Your rights to cancel your policy

Cooling-off period

You have 14 working days to make sure that you are happy with the cover provided. You can cancel the policy by telling the person who arranged this insurance for you, or by telling us in writing, and returning the schedule. This 14-working day period, known as the 'cooling-off period', starts on:

- the day you receive your policy; or
- the date the **period of insurance** starts;

whichever is later.

If you do cancel the policy within the cooling-off period we will treat your policy as if it never existed and refund all the premium you have paid.

This does not alter your rights under the European Union (Insurance and Reinsurance) Regulations 2015 (S.I. No. 485 of 2015) or the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 (S.I. No. 853 of 2004), where applicable.

After the cooling-off period

You can cancel your policy at any time during the **period of insurance** by telling the person who arranged this insurance for you, or by telling us in writing, and returning the schedule. If you have made a claim, you will not get a refund. If you have

Important information

not made a claim, when we receive your notice and schedule, we will cancel the policy and send you a refund. That refund will be a percentage of the year's premium, based on the number of days left in the **period of insurance**. If the amount of premium you have actually paid does not cover the period you have been insured for, you must pay us the difference.

Our rights to cancel your policy

We may cancel your policy if you do not keep to:

- general condition 5 - 'Caring for your hardware';
- general condition 11 - 'Paying the premium'; or
- general condition 13 - 'Right to survey and request risk improvements'.

If we cancel your policy because you have not kept to the general conditions listed above, we will send at least 14 days' written notice to the last known address we have for you. We will provide the reason for cancellation and refund a percentage of the premium based on the number of days left in the **period of insurance**. There will be no cancellation fee however you must pay us any amount you still owe for the period during which you have been insured.

Other important terms that may affect your cover

You must meet the requirements contained in any **condition precedent** set out in the policy. If you do not keep to these requirements our liability under the policy will be suspended from the time of the breach until the time when the breach is remedied. During this period, known as the 'period of suspension' you will not be able to bring a claim under the policy and we will not be legally liable to pay that claim.

Our regulators

HSB Engineering Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, and is authorised and regulated by the Central Bank of Ireland as a third country branch in the Republic of Ireland.

The websites of the Financial Conduct Authority and the Central Bank of Ireland include a register of all regulated firms.

You can contact the Financial Conduct Authority at:

Financial Conduct Authority
12 Endeavour Square
London E20 1JN
Telephone: +44 (0) 207 066 1000
Website: www.fca.org.uk

You can contact the Central Bank of Ireland at:

Central Bank of Ireland
New Wapping Street
North Wall Quay
Dublin 1
D01 F7X3
Telephone: +353 1 224 6000
Website: www.centralbank.ie

What happens if we cannot meet our liabilities

If we cannot pay you what we owe, you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS) in the UK.

You can get more information about the scheme by contacting the FSCS at:

Financial Services Compensation Scheme
PO Box 300
Mitcheldean GL17 1DY
Telephone: +44 (0) 207 741 4100
Website: www.fscs.org.uk

Insurance compensation fund

If we cannot pay you what we owe, you may be entitled to compensation from the Insurance Compensation Fund in Ireland.

You can get more information about the scheme by contacting the Insurance Compensation Fund at www.centralbank.ie.

How we use your information

We are the controller of any personal information (for example, names, addresses, telephone numbers, job titles or dates of birth) you provide to us, or which is processed in connection with your policy. We collect and process information about you that we consider to be necessary in order to make decisions about the cover we provide to you, any claims you make, or to detect and prevent fraud. We also may record incoming and outgoing telephone calls with you for training, monitoring and quality control purposes.

We may share your information with, and obtain information about you from, companies within the Munich Re Group, other insurers, brokers, loss adjusters, credit reference agencies, fraud prevention agencies or other third parties who provide services on our behalf.

For further details on how your information is used and your rights in relation to your information, please see our Privacy Statement at www.hsbeil.com.

The laws and jurisdiction that apply to your policy

Unless otherwise agreed in writing between you and us the laws of Ireland will apply and the Courts of Ireland will have exclusive jurisdiction in any dispute arising under the policy.

Unless you and we agree otherwise in writing, all communications relating to the policy will be in English.

Contacting us

Making a claim

When you make a claim, it is very important that you meet all of the requirements of the policy, particularly claim condition 1 – 'Reporting a claim'. You must notify us within the time frames set out in the **condition precedent** otherwise we may be entitled to refuse liability for the claim under the policy.

If you do not keep to the other conditions in the policy we may not pay part or all of your claim.

You must report your claim to either the person who arranged this insurance for you or to us at:

Claims Department
HSB Engineering Insurance Limited
28 Windsor Place
Lower Pembroke Street
Dublin 2
Telephone: +1 800 812 363* (Calls to this number are free from a landline or mobile when dialling from the Republic of Ireland)
Email: new.loss@hsbeil.com

Making a complaint

We are committed to providing the highest standards of customer service and treating our customers fairly. If you have a complaint, contact the person who arranged this insurance for you or contact us at:

Regional Manager
HSB Engineering Insurance Limited
28 Windsor Place
Lower Pembroke Street
Dublin 2
Telephone: +1 800 200 137* (Calls to this number are free from a landline or mobile when dialling from the Republic of Ireland)
Email: complaintsroi@hsbeil.com

When we receive your complaint we will:

- confirm this within five business days;
- pass it to our complaints team to be reviewed; and
- do our best to deal with your complaint within 40 business days. If we cannot, we will write to you and let you know when we will be able to give you a final response.

If we cannot resolve your complaint within 40 business days, or you are not happy with our final response, you may be able to complain to the Financial Services and Pensions Ombudsman (FSPO) in Ireland.

You can contact the FSPO at:

The Financial Services and Pensions Ombudsman
3rd Floor
Lincoln House
Lincoln Place
Dublin 2
D02 VH29
Telephone: +353 1 567 7000
Email: info@fspoi.ie
Website: www.fspoi.ie

The FSPO's service is available to policyholders who are consumers, which means a person or group of persons, but not an incorporated body with an annual turnover in excess of EUR 3 million in the previous financial year; or incorporated bodies having an annual turnover of EUR 3 million or less in the previous financial year. You can get more information from the FSPO.

If you make a complaint to the FSPO, this will not affect your right to take legal action against us.

Making any other enquiry

If you have any questions about the policy or your cover, contact the person who arranged the insurance or contact us.

You can find the contact details for your local HSBEIL office on the website at www.hsbeil.com.

Definitions

Where the words below are printed bold in this document or the schedule, they have the meanings shown here.

Act of terrorism

An act committed by, or threat made by, any person or group (whether acting alone or in connection with any organisation or government) for political, religious, ideological or similar purposes, including to influence any government or frighten the public.

Business

Your business activities as specified in the 'Business description' shown in the schedule.

Computer equipment

Computers and associated equipment, telecommunications equipment and software and programs used to process **data**, but not including:

- **portable equipment**;
- **electronic office equipment**;
- equipment controlling manufacturing processes, or forming part of machinery; or
- equipment held as stock or which you have manufactured and is intended for sale or repair in the course of your **business**.

Computer system

Hardware, data, computer networks, websites, intranet and extranet sites.

Computer virus

Any malware, program code or programming instruction designed to have a damaging effect on a **computer system**.

Condition precedent

An important legal term which sets out a step or action you must take. If you do not keep to or meet the requirements set out in a **condition precedent**, this will suspend our liability under the policy from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). We will have no liability to you for any loss which occurs, or which is attributable to something happening, during the period when our liability is suspended (the 'period of suspension') and we will not be legally liable to pay a claim under the policy.

However, we will not rely on a breach of **condition precedent** to decline liability for a claim if you can prove that the failure to keep to the relevant term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Cyber action

The use of a **technology system** by, or on behalf of, a **state** to disrupt, deny, degrade, manipulate or destroy information in a **technology system** to hinder, defend against civil war, insurrection, rebellion, or revolution within that **state**.

Cyber attack

Computer virus, hacking or **denial of service attack**.

Cyber operation

The use of a **technology system** by, or on behalf of, a **state** to disrupt, deny, degrade, manipulate or destroy information in a **technology system** of, or in, another **state**.

Damage

Total or partial loss, damage, destruction, breakdown or corruption.

Data

Facts, concepts, information, ideas, text, recordings and images which are converted to a form which can be processed by **hardware**, but not including software and programs.

Data privacy obligations

Legal obligations relating to securing, managing and preventing unauthorised access or use of **data**, and arising under:

- relevant data-protection regulations anywhere in the world associated with the confidentiality of, access to, control of and use of **personal data** which are in force at the time of the **occurrence**;
- guidance from the Data Protection Commission (DPC) or similar organisations worldwide;
- the Payment Card Industry Data Security Standard or other contractual obligations relating to handling credit-card and debit-card information; or
- privacy statements and confidentiality agreements.

Denial of service attack

Malicious and unauthorised attack which overloads any **computer system**.

Electronic office equipment

Photocopiers, fax machines, shredders, addressing machines, franking machines, televisions and associated equipment, DVD and CD recorders and players, video and audio conferencing and projection equipment and associated software and programs.

Excess

The 'Excess' shown in the schedule, which is the amount of your claim that we will not pay.

Hacking

Unauthorised or malicious access to any **computer system** by electronic means.

Hardware

Computer equipment, portable equipment and **electronic office equipment** shown in the schedule.

Indemnity period

The period during which the operations of your **business** suffer interference as a result of **damage to hardware** or **prevention of access**, starting on the date of the **damage to hardware** or **prevention of access** and ending no later than the last day of the **indemnity period** shown in the schedule.

Infectious agent

Any transmissible bacterium, microorganism, virus or other pathogen that induces or is capable of inducing an infectious disease.

Definitions

Insured event

This means:

- **damage to hardware;**
- loss, corruption, accidental or malicious deletion of or change to, unauthorised access to, or theft of **data;**
- **damage** to websites, intranet or extranet sites;
- failure of, or variation in, the supply of electricity or telecommunications networks owned and operated by you affecting your **computer system**, the **computer system** of a **service provider** or customer of yours; and
- **prevention of access.**

Insured location

Any location shown in the schedule as an **insured location**.

Occurrence

One event or a series of events arising out of or in connection with the same cause, source or event.

Pandemic

A widespread outbreak of a human infectious disease, into at least three countries on two different continents.

Pandemic impact

Any of the following if they are caused by, result from, arise out of or related to a **pandemic**:

- sickness, disability or death;
- civil or military actions or orders, including confiscation; curfews; evictions; quarantines; restricted access to buildings or other property and restricted travel;
- strikes, riots or civil commotion;
- actions taken or refused to be taken by individuals or businesses;
- any other actions, advice or restrictions put in place by either the Government or competent, local, civil or military authority in order to hinder, defend against or respond to any **infectious agent** or **pandemic** or fear or threat of an **infectious agent** or **pandemic**.

Period of insurance

The period of time, as shown in the schedule, during which you are covered by the policy, unless it is cancelled or treated as though it never existed (see 'Your responsibility to provide us with correct information' on page 4).

Personal data

Information which could identify a person or allow identity theft or other fraud to take place.

Portable equipment

Laptops, palmtops, notebooks and tablet computers, removable satellite-navigation systems, digital cameras and smartphones and associated software and programs.

Prevention of access

Prevention of access to, or use of, your **computer system** as a result of a public or police authority using its powers to protect property following physical damage caused by fire, lightning, explosion or aircraft and other aerial devices to property within a mile of an **insured location**.

Service provider

A business that you hire under a written contract to perform services on your behalf in connection with your **business**.

State

Sovereign state.

Sum insured

The amount shown in the schedule.

Technology system

Any computer, hardware, software, communications system, electronic device (including smart phone, laptop, tablet, wearable device), server, cloud infrastructure or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, **data** storage device, networking equipment or back up facility.

Territorial limits

The **territorial limits** shown in the schedule.

War

This means:

- the use of physical force by a **state** against another **state** or as part of a civil war, rebellion, revolution or insurrection; and/or
- military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;

whether **war** be declared or not.

Section 1 - Hardware

As well as the claim conditions, general conditions and general exclusions, the following terms and conditions apply under section 1.

What we will pay for

If section 1 is shown as insured in the schedule, we will pay you for **damage** caused to **hardware** owned, hired, leased or rented by you, if that **damage** arose during the **period of insurance** and while the **hardware** was at an **insured location**.

How much we will pay

We may repair, replace or pay out money for **damage** to your **hardware**. We will pay to repair or replace (as new) with **hardware** of the same capacity or performance. If **hardware** of the same capacity or performance is no longer available, we will pay to repair or replace with the nearest higher equivalent.

Where necessary, replacement **hardware** will be provided by, and be capable of being supported by, any existing supplier, maintenance contract or software and system-support agreement.

If **hardware** is not being repaired or replaced, we have the right to pay no more than the value of the **hardware** immediately before the **damage**, after making an allowance for fair wear and tear.

The most we will pay for each **occurrence** is the **sum insured** plus any limit stated for any extra covers provided under this section, regardless of the number of people or organisations insured by your policy.

Extra cover

1. Extra hardware

The **sum insured** shown for section 1 is automatically increased by a maximum of EUR 500,000 to include any **hardware** which you get during the **period of insurance** at an **insured location**, or **hardware** at any new premises owned, leased or occupied by you within the **territorial limits** which you have accidentally failed to tell us about.

2. Extra hire or lease costs

If we have agreed to pay for **damage** to **hardware**, we will pay for the following.

- Extra hire, lease or rental costs arising out of changes to or replacement of an existing hire, lease or rental agreement. Any payment we make under this extra cover will end:
 - when the hire, lease or rental agreement in force at the time of the **damage** ends; or
 - 12 months after the date of the **damage**;

whichever comes first.

- Continuing hire, lease or rental costs which you are legally liable to pay.
- The reasonable cost of payments you have to continue paying, under any extended warranty, maintenance contract or repair-service agreement, for **hardware** which has been **damaged** and is no longer in use. Any payment we make under this extra cover will end:
 - when the warranty, maintenance contract or repair-service agreement ends; or
 - 12 months after the date of the **damage**;

whichever comes first.

- The reasonable cost to you of any unused parts of any non-refundable extended warranties, maintenance contracts or repair-service agreements for **hardware** which has been **damaged** and is no longer in use.

The most we will pay for each **occurrence** is EUR 25,000.

3. Fire brigade charges

If we have agreed to pay for **damage**, we will pay for the charges you have to pay for the fire service, or any other organisation responsible for protecting the public, attending the **insured location**. The most we will pay for each **occurrence** is EUR 50,000.

4. Gas-flooding systems

We will pay for the reasonable cost of refilling or replacing the cylinders of any gas-flooding system set off accidentally at an **insured location**, and also the reasonable cost of cleaning up and repairing **damage** to any property. The most we will pay for each **occurrence** will be EUR 100,000.

5. Incompatibility

If we have agreed to pay for **damage** to **hardware**, we will pay the extra cost of modifying your **computer system** if replacement parts or software are incompatible with it. The most we will pay for each **occurrence** will be EUR 100,000.

Section 1 - Hardware

6. Recovery of hardware

If we agree in writing, we will pay for the reasonable cost of investigating and recovering lost or stolen **hardware** which contains **data** that may result in you being prosecuted, your reputation being damaged, or you suffering a financial loss as the result of loss of or publication of that **data**. The most we will pay for each **occurrence** will be EUR 10,000.

7. Security guard costs

If we have agreed to pay for **damage to hardware**, we will also pay for the reasonable cost of you employing temporary security guards at an **insured location** which you own, lease or occupy, as long as:

- we are satisfied that security guards are needed to protect **hardware**; and
- the security guards are members of the International Professional Security Association (IPSA).

If security guards are needed for more than seven days, we must agree to this in writing.

The most we will pay for each **occurrence** is EUR 25,000.

8. Temporary removal

We will pay for **damage to hardware** while it is temporarily removed to, or being transported to or from any other location anywhere in the world. The most we will pay for each **occurrence** will be EUR 100,000.

9. Trace and access

We will pay the reasonable cost of finding the point where any substances which have caused, or would cause, **damage to hardware** have escaped from. We will also pay the reasonable cost of repairing floors, walls and ceilings damaged in the course of the investigation. The most we will pay for each **occurrence** is EUR 25,000.

10. Waste-disposal costs

If we have agreed to pay for **damage to hardware**, we will pay the reasonable cost of removing and disposing of **damaged hardware**. We will also pay the reasonable cost of you keeping to the Waste Electrical and Electronic Equipment Directive and any revisions to it. The most we will pay for each **occurrence** will be EUR 100,000.

What we will not pay for

We will not pay for the following.

1. Cyber attack

Damage to hardware resulting from a **cyber attack**.

2. Guarantee, warranty or maintenance contract

The cost of repairing, putting right, replacing or restoring any **damage** if that cost can be recovered under any manufacturer's or supplier's guarantee or warranty, or any maintenance contract.

3. Unexplained losses

Disappearances or shortages which are discovered when carrying out checks or inventories and cannot be accounted for.

Section 2 - Reinstatement of data

As well as the claim conditions, general conditions and general exclusions, the following terms and conditions apply if the schedule shows that you have cover under section 2.

What we will pay for

If section 2 is shown as insured in the schedule, we will pay the reasonable cost of investigating and reconfiguring your **computer system** and the **computer system** of a **service provider** (including the cost of restoring and recreating **data**) arising as a result of an **insured event** you discover during the **period of insurance**.

The cover provided by this section does not include the value of **data** to you, even if the **data** cannot be restored or recreated.

How much we will pay

The most we will pay for each **occurrence** is the **sum insured** plus any limit stated for any extra covers provided under this section, regardless of the number of people or organisations insured by your policy.

What we will not pay for

We will not pay for the following.

1. Cyber attack

Any cost or loss resulting from a **cyber attack**.

2. Data-breach expenses

The cost of any forensic or legal investigation to find out the identities of affected parties or how and why your **data privacy obligations** have not been met, or to tell you how you should respond.

3. External network failure

Any cost or loss caused by or resulting from the failure or interruption of any electrical power supply network or telecommunication network not owned and operated by you. This exclusion shall not apply to any cost or loss caused by or resulting from physical damage, if otherwise insured by your policy, to the electrical power supply network, telecommunication network or other property.

Telecommunication networks include satellite networks, the internet, internet service providers, Domain Name System service providers, cable and wireless providers, internet exchange providers, search engine providers, internet protocol networks (and similar networks that may have different designations) and other providers of telecommunications or internet infrastructure.

Section 3 - Increased cost of working

As well as the claim conditions, general conditions and general exclusions, the following terms and conditions apply if the schedule shows that you have cover under section 3.

What we will pay for

If section 3 is shown as insured in the schedule, we will pay extra costs to prevent or reduce the disruption to the functions carried out by your **computer system** during the **indemnity period** arising as a result of an **insured event** you discover during the **period of insurance**.

How much we will pay

The most we will pay for each **occurrence** is the **sum insured** plus any limit stated for any extra covers provided under this section, regardless of the number of people or organisations insured by your policy.

Extra cover

1. Accountants' fees

We will pay the reasonable cost of you providing us with the information we need to work out the amount we should pay, as a result of:

- extra staffing costs; and
- extra fees charged by your usual auditors or accountants.

The most we will pay for each **occurrence** is EUR 50,000.

2. Loss of interest

If an **insured event** interrupts the functions carried out by your **computer system**, we will pay you:

- interest that you would have earned on money that would have been received as recorded in your normal accounts; and
- interest due on money borrowed to maintain normal revenue, less any normal savings in cost.

The most we will pay for each **occurrence** is EUR 10,000.

What we will not pay for

We will not pay for the following.

1. Cyber attack

Any cost or loss resulting from a **cyber attack**.

2. External network failure

Any cost or loss caused by or resulting from the failure or interruption of any electrical power supply network or telecommunication network not owned and operated by you. This exclusion shall not apply to any cost or loss caused by or resulting from physical damage, if otherwise insured by your policy, to the electrical power supply network, telecommunication network or other property.

Telecommunication networks include satellite networks, the internet, internet service providers, Domain Name System service providers, cable and wireless providers, internet exchange providers, search engine providers, internet protocol networks (and similar networks that may have different designations) and other providers of telecommunications or internet infrastructure.

Section 4 - Virus, hacking and denial of service attack

As well as the claim conditions, general conditions and general exclusions, the following terms and conditions apply if the schedule shows that you have cover under section 4.

What we will pay for

If section 4 is shown as insured in the schedule we will pay:

- for direct physical **damage** to **hardware** insured under section 1;
- costs insured under section 2; and
- extra costs insured under section 3;

resulting from a **cyber attack** provided that the section is insured and shown as such in the schedule.

How much we will pay

The most we will pay for each **occurrence** is:

- the total of the **sums insured** for section 2 - Reinstatement of data and section 3 - Increased cost of working plus any extra cover which applies; or
- the **sum insured** for this section 4;

whichever is the lesser, regardless of the number of people or organisations insured by your policy.

Extra Cover

1. Terrorism

General exclusion 14 - Terrorism will not apply to any claim cost or loss caused by or resulting from **computer virus, hacking or phishing** or **denial of service attack** other than any claim cost or loss caused by or resulting from:

- damage to or destruction of any **computer system**; or
- any alteration, modification, distortion, erasure or corruption of **data**;

whether your property or not, that:

- results directly from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any **computer system**; and
- comprises;
 - the cost of reinstatement, replacement or repair in respect of damage to **hardware**;
 - loss of **business income** or extra costs to prevent or reduce the disruption to the functions carried out by your **computer systems** as a direct result of either damage to **hardware** or as a direct result of denial, prevention or hindrance of access to or use of the **hardware** by reason of an **act of terrorism** causing **damage** to other property within one mile of the **hardware** to which access is affected; and
 - is not caused by an **act of terrorism** in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.

In respect of this extra cover only:

- **Computer system** means a computer or other equipment or component or system or item which processes stores transmits or receives **data**
- **Data** means data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever
- **Phishing** means any access or attempted access to **data** made by means of misrepresentation or deception.

What we will not pay for

1. Avoiding corruption

We will not pay for costs more specifically insured under the extra cover - Avoiding corruption.

Extra cover applying to all sections

1. Avoiding corruption

If we have agreed in writing:

- we will pay the reasonable cost of locating and removing a **computer virus** from your **computer system** which has not necessarily caused any **damage** or disruption; and
- where a **computer virus** or **hacking** attack has affected your **computer system** during the **period of insurance**, we will pay the reasonable cost of hiring professional consultants to make recommendations on how to prevent your **computer system** from being infected by **computer virus** or to prevent **hacking**.

The most we will pay for each **occurrence** is EUR 50,000.

2. Investigation cost

If we accept a claim for **damage** or other loss, and we agree in writing, we will pay the reasonable cost of investigating possible repair, replacement or restoration.

The most we will pay for each **occurrence** is EUR 50,000.

3. Loss-prevention measures

We will pay the reasonable cost of preventing or minimising actual or expected **damage** or other loss covered by the policy, as long as:

- **damage** or other loss would be expected if the measures were not taken;
- we are satisfied that the **damage** or other loss has been prevented or minimised by these measures; and
- the cost is limited to the cost of **damage** or other loss which would have been caused.

The full terms and conditions of the policy apply as if **damage** or other loss covered by the policy had arisen.

The most we will pay for each **occurrence** is EUR 50,000.

4. Temporary and fast-tracked repair

If we accept a claim for **damage** or other loss, we will pay an additional amount for the cost of making temporary repairs and fast-tracking a permanent repair, replacement or restoration.

The most we will pay for each **occurrence** is 50% of the cost of **damage** or other loss covered by the policy or EUR 100,000 whichever is the less.

5. Waiver of subrogation rights

We agree to give up our rights to recover any amounts from:

- your parent company or a subsidiary company of yours;
- any company which is a subsidiary of your parent company; or
- any user of your **hardware**, other than a **service provider**, authorised in writing by you before an insured loss.

This will only apply if any of the above keep to the terms and conditions of your policy as if they were you.

Claim conditions

You must comply with the following conditions whenever you need to make a claim under the policy. If you do not meet these conditions, we may refuse to pay part or all of your claim.

1. Reporting a claim

It is a **condition precedent** of your policy that as soon as you know about any incident or circumstance that may give rise to a claim you must tell the person who arranged your policy (or us), providing full details, as soon after the incident or circumstance as possible. In the event that we suffer any prejudice by any delay in notification, we will be entitled to refuse liability for the claim.

2. Claims co-operation

It is a **condition precedent** of your policy that as soon as you know about any incident or circumstance that may give rise to a claim you must also:

- take all reasonable steps and precautions to prevent further **damage to hardware**, or other loss covered by your policy;
- immediately tell An Garda Síochána about any **damage to hardware** relating to crime and get a crime reference number;
- keep any **damaged hardware** and other evidence and allow us to inspect it; and
- give us details of any other insurances you may have which may cover **damage to hardware** or other loss insured by this policy.

In addition, for any incident or circumstance that may give rise to a claim it is a **condition precedent** that you must:

- immediately send us every letter, writ, summons or other document you receive in connection with the claim;
- co-operate with us fully and provide in a timely manner all the information and assistance we may require to investigate your claim;
- tell us if lost or stolen **hardware** is recovered or if you recover money from a third party (you may need to give the **hardware** or money to us); and
- not admit responsibility or liability, or agree to pay any money on our behalf without our written permission.

3. Fraudulent claims

If you make a claim that you know is in any way false or exaggerated, or if any claim contains information that is false or misleading in any material respect, or if any **damage** is caused by a wilful act by you or you are knowingly involved, or knowingly abetted or colluded in the fraudulent act of another person, or consented to the fraudulent act of another person, then we shall be entitled to:

- not pay the claim;
- recover from you any sums previously paid by us in respect of the claim;
- treat this policy as being terminated with effect from the date of the fraudulent act; and
- cancel any other policies you have with us.

We may also report the matter to An Garda Síochána and notify any other relevant organisations of the circumstances.

If the policy is treated as having been terminated on grounds of fraud, we shall:

- be entitled to refuse all liability under the policy in respect of any losses occurring after the time of the fraudulent act; and
- not be liable to refund any premiums paid under the policy.

However these remedies will not be available against any other party insured under the policy that was not implicated in the fraudulent act.

4. Enforcing your rights

We may, at our expense, take all necessary steps permitted by law to enforce your rights against any third party, other than in circumstances explained under 'Waiver of subrogation rights' on page 14. We can do this before or after we pay a claim. You must not do anything before or after we pay your claim to affect our rights and you must give us any help and information we ask for.

You must take reasonable steps to make sure that you protect your rights to recover amounts from third parties.

5. Controlling defence

We can, but do not have to, take control of investigating, settling or defending any claim made against you. We would take this action in your name. If necessary, we will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. We may appoint your solicitor, but only on a fee basis similar to that of our own solicitor, and only for work done with our permission in writing. We will only defend claims if we think that there is a reasonable chance of being successful, and after taking the costs of the defence into account.

6. Other insurances

If there is any other insurance policy covering your claim either wholly or in part we will not pay for **damage to hardware** or other loss other than in respect of any excess beyond the amount which would have been covered under the other insurance policy had this policy not been taken out.

7. Salvage and recoveries

If you have made a claim and you later recover your **hardware**, or recover money from a third party, you must tell us immediately. If we have paid the claim, you may have to give the **hardware** or money to us.

If we have paid a claim and we then recover your **hardware**, or recover money from a third party, we will give you any proceeds over and above the amount we paid you in connection with the claim after the deduction of any administrative and legal costs incurred in pursuing the third party for a recovery.

Any amount due from you or us must be paid as soon as reasonably possible.

General conditions

The following conditions apply to the whole policy. If you do not keep to any condition of the policy, and that condition is relevant to your claim, we may refuse to pay part or all of the claim.

1. 72 hours clause

For any claim resulting from earthquake, storm or flood, all **damage** or other loss arising within a 72-hour period will be considered to be a single **occurrence** and so there will be a single **sum insured** and a single **excess**. You can choose the moment the 72-hour period starts, as long as it ends within the **period of insurance**.

2. Abandonment

You are not entitled to abandon your **hardware** whether or not we have taken possession of it.

3. Advice

We do not provide advice about the insurance products that we sell.

4. Alteration in risk

As soon as you (or anyone acting for you) become aware of any change in circumstance which may affect the policy, you must notify us of the change in writing immediately. We will decide if the change alters the nature of the risk insured and if we need to change the terms and conditions of your policy, including the premium, as a result. This applies to any material change in the subject matter of the policy which arises, whether it is before or during the **period of insurance**, including before we renew your policy.

If you do not inform us of a change in circumstance which alters the risk, this may result in a claim being declined or a reduction in any claim settlement.

Your cover will not be affected by any change in circumstance where the risk of **damage** has altered either without your knowledge or was beyond your reasonable control.

5. Caring for your hardware

You must:

- make sure that your **hardware** is maintained, inspected and tested as recommended by the manufacturer;
- keep a record of all maintenance and **data** back-up procedures and maintenance carried out, and let us check those records;
- take all reasonable steps and precautions to prevent or reduce **damage** or other loss covered by your policy; and
- not continue to use **hardware** after **damage**, unless we have given our written permission.

If you do not keep to this condition we may be entitled to decline your claim and/or cancel your policy. (see 'Our rights to cancel your policy' on page 5).

6. Contracts (Rights of Third Parties)

Any person or company who is not named in the schedule has no right to enforce any term of the policy, unless under section 21 of the Consumer Insurance Contracts Act 2019 and/or unless allowed by the law applying to this policy.

7. Data backup

You must back up original **data** at least once every seven days.

If a **service provider** processes or stores **data** for you, you must make sure that the terms of the contract between you and the **service provider** allow **data** to be backed up in line with this condition.

You must take precautions to make sure that all **data** is stored safely.

If you have failed to keep to this condition, we may still pay a claim if you can show that formal procedures are in place to keep to this condition and that the failure was an accidental oversight or as a result of circumstances beyond your control.

8. Defence software

Your **computer system** must be protected by a virus-protection software package which is:

- licensed to you;
- paid for and not freely available; and
- updated at least once every seven days.

Your **computer system** must also be protected by a firewall on all external gateways to the internet, and that firewall must be maintained.

9. Monies payable by us

All monies which become payable under this policy shall, in accordance with Section 93 of the Insurance Act 1936 and Regulation 310 of the European Union (Insurance and Reinsurance) Regulations 2015, be payable and paid in Ireland.

10. More than one insured

If more than one 'Insured' is named in the schedule, the first named insured will receive all notices and agree any changes to the policy and will be treated as acting for all the named insureds. We will not remove any named insured without their permission.

For any claim, the total amount we will pay will not be more than the **sum insured**, regardless of the number of people or organisations insured by the policy.

11. Paying the premium

It is a **condition precedent** that you must pay the premium on or before the start of the **period of insurance** or on dates agreed by us. If you do not pay a premium on time, we may cancel the policy (see 'Our rights to cancel your policy' on page 5).

12. Remuneration

Our employees do not receive remuneration in relation to this policy.

General conditions

13. Right to survey and request risk improvements

If we ask you must provide us with access to your **insured location** at an agreed date and time to undertake a risk survey.

Following the survey or in the event that full cooperation is not provided to ensure that the surveyor is given full access to the **insured location** in order to undertake a risk survey we reserve the right to:

- cancel the policy with immediate effect (see 'Our rights to cancel your policy' on page 5);
- alter the premium; and/or
- alter the terms and conditions of the policy.

If the premium and/or terms and conditions are altered you will have 14 days to accept or reject the alterations. If you choose to reject the alterations or we cancel your policy we will refund a percentage of the premium based on the number of days left in the **period of insurance**.

In the event that risk improvement requirements are recommended by the surveyor, we will provide you with a detailed list of these risk improvements in writing and the timescales within which they must be completed. It is a **condition precedent** to our liability under the policy that you comply with all risk improvement requirements we request following any survey. If you do not complete these risk improvement requirements within the set timescales then all cover under the policy will be suspended automatically and remain inoperative unless we otherwise agree in writing:

- to waive the risk improvement requirement and leave the premium, terms and conditions unaltered; or
- to an extension of the set timescales to have the risk improvement requirement completed.

All other terms and conditions of the policy continue unless otherwise agreed by us in writing.

14. Stamp duty

Stamp duty has been or will be paid to the Revenue Commissioners in accordance with Section 5 of the Stamp Duties Consolidation Act 1999.

15. Tax

Any claim we pay will not include value added tax (VAT), unless you cannot recover part or all of the VAT you have paid.

General exclusions

The following exclusions apply to the whole of your policy.

We will not pay for any claim, cost or loss caused by or resulting from the following.

1. Circumstances before your policy started

- Circumstances which existed before any cover provided by your policy started, and which you knew about.
- Claims or circumstances which you have already reported, or which you should have reported, to a previous insurer before the **period of insurance**.

2. Confiscation

Your property being confiscated or **damaged** by, or under the order of, any government, public or police authority.

3. Consequential loss

Loss of use or consequential loss of any kind, unless otherwise covered elsewhere under this policy, or penalties you have to pay under a contract for any delay or in connection with guarantees of performance or efficiency.

4. Excess

The amount shown as the 'Excess' in the schedule.

5. Extortion or ransom

Any extortion, blackmail or ransom payments or demands.

6. Fines and penalties

Any fines, penalties, punitive or exemplary damages (extra damages to punish you).

7. Infectious agents and pandemics

Any loss, **damage**, cost or expense caused by, either directly or indirectly, in connection with, or any action taken to hinder, defend against or respond to any **infectious agent, pandemic** or **pandemic impact** or the fear or threat (whether actual or perceived) of any **infectious agent, pandemic** or **pandemic impact**.

This exclusion applies regardless of any other cause or event that in anyway contributes concurrently or in any sequence to the loss, cost or expense, and regardless whether or not there is any declaration of an outbreak of a **pandemic** by the World Health Organisation or any authorised national or international body or legal jurisdiction.

8. Intentional acts

Any intentional act, or failure to act, by you unless the act or failure to act is a measure to prevent or minimise injury, **damage** to your **hardware** or other loss covered by your policy.

9. Normal upkeep

The cost of normal **computer system** maintenance.

10. Nuclear risks

- Ionising radiation from, or contamination by, radioactivity from any nuclear fuel or nuclear waste, or from burning nuclear fuel.
- The radioactive, toxic, explosive or other dangerous properties of any nuclear installation, reactor or other nuclear equipment, or any nuclear part of them.
- Any weapon or device using atomic or nuclear fission, fusion or similar reaction, or radioactive force or material.
- The radioactive, toxic, explosive or other dangerous properties of any radioactive material.

11. Nuclear sites

Damage caused to or liability arising from **damage** to any:

- nuclear material;
- **hardware** in the high radioactivity zone or area of any nuclear installation; or
- **hardware** at sites or installations directly involved in the production, use or storage of nuclear material.

12. Sanction limitation

Where by doing so would expose us to any sanction, prohibition or restriction under any United Nations resolutions, or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

13. Telecommunications systems

Atmospheric or environmental conditions causing temporary interference with any satellite signal.

14. Terrorism

- Any **act of terrorism**, regardless of any other cause or event contributing to the **damage** or other loss.
- Civil commotion in Northern Ireland.
- Any action taken to control, prevent, suppress or in any way deal with any **act of terrorism**.

15. Trading risk

Your commercial decision to stop trading, or the decision of a **service provider**, customer or supplier of yours to stop or reduce trade with you or restrict services.

16. War

Any loss, damage, liability, cost or expense of any kind (together '**loss**') directly or indirectly occasioned by, happening through or in consequence of **war**, a **cyber operation** or a **cyber action**.

We shall have the burden of proving that this exclusion applies.

*Attribution of a **cyber operation** to a **state**:*

- The primary but not exclusive factor in determining attribution of a **cyber operation** shall be whether the government of the **state** (including its intelligence and security services) in which the **technology system** affected by the **cyber operation** is physically located attributes the **cyber operation** to another **state** or those acting on its behalf.
- Pending attribution by the government of the **state** (including its intelligence and security services) in which the **technology system** affected by the **cyber operation** is physically located, we may rely upon an inference which is objectively reasonable as to attribution of the **cyber operation** to another **state** or those acting on its behalf. It is agreed that during this period no **loss** shall be paid.
- In the event that the government of the **state** (including its intelligence and security services) in which the **technology system** affected by the **cyber operation** is physically located either:
 - takes an unreasonable length of time to; or
 - does not; or
 - declares it is unable to

attribute the **cyber operation** to another **state** or those acting on its behalf, it shall be for us to prove attribution by reference to such other evidence as is available.

General exclusions

*Attribution of a **cyber action**:*

- The primary but not exclusive factor in determining attribution of a **cyber action** shall be statements by widely recognised international bodies (such as the United Nations) or alliances (such as the North Atlantic Treaty Organisation).
- Pending attribution by a widely recognised international body or alliance, we may rely upon an inference which is objectively reasonable as to attribution of the **cyber action** to a **state** or those acting on its behalf. It is agreed that during this period no **loss** shall be paid.
- In the event that the widely recognised international body or alliance either:
 - takes an unreasonable length of time to; or
 - does not; or
 - declares it is unable to

attribute the **cyber action** to a **state** or those acting on its behalf, it shall be for us to prove attribution by reference to such other evidence as is available, such as consensus opinion within relevant expert communities, such as the cyber security industry.

17. Wear and tear

Losses due to:

- wear and tear, gradual deterioration or rust;
- scratching or chipping of painted or polished surfaces;
- erosion or corrosion; or
- gradual reduction in performance.

However, we will pay for loss resulting from the causes above which we would otherwise have paid under your policy.

18. Your insolvency or bankruptcy

Any loss, **damage**, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, arising out of or in connection with your insolvency or bankruptcy.

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HSBEI 2107-0923-4

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Policy wording reference: POL-ROI-COM-004-TRA-1.00

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