

Endorsement DSB001 - Data Security Breach Insurance

Definitions

The following Definitions apply to this Section in addition to the Policy Definitions at the front of this policy and keep the same meaning wherever they appear in the Section unless an alternative definition is stated to apply.

Damage

Physical loss, destruction or damage.

Data Security Breach

Loss theft or accidental release of Personal Data involving one or more Data Subjects which creates a risk of financial harm to the Data Subject or which triggers an obligation under any law or regulation to notify the data subject of such loss theft or accidental release.

Data Subject

An individual who is the subject of Personal Data

Personal Data

Data which relate to a living individual who can be identified from that data which is in Your possession

Cover

We will indemnify You in respect of costs incurred with Our consent arising out of a Data Security Breach discovered during the Period of Insurance for

- 1) specialist consultants or consulting engineers to
 - a) Investigate if a Data Security Breach has occurred
 - b) mitigate an ongoing loss
- 2) external legal advice to manage Your response to the Data Security Breach
- 3) notifying any
 - a) Data Subject of the Data Security Breach
 - b) regulatory body of the Data Security Breach where you required to do so by any law or regulation
- 4) Provision of
 - a) a telephone help line to assist Data Subjects after they have been notified of the Data Security Breach
 - b) a credit monitoring or credit protection service to the affected Data Subjects for a period of one year provided that the offer of such service must be accepted by the Data Subject within 12 months of the initial offer
 - c) identity fraud remediation services for Data Subjects

The maximum we will pay in respect of any one Period of Insurance is £25,000

Clauses

The following clauses apply to this Section.

Data Security Breach Claims Service: 0800 051 4473

A 24 hour, 365 days a year claims line providing You with emergency assistance whenever it is required. When We know about Your problem, We will start to put the solutions in place.

Conditions

The following Conditions apply to this Section and in addition to the Policy Conditions at the back of this policy.

Access and Passwords

If in relation to any claim You have failed to fulfil the following condition, You will lose Your right to indemnity or payment for that claim.

Access to Computer and Electronic Equipment must be authenticated by the use of individual identification and passwords. Any default or manufacturers passwords or access codes must be changed and kept secure. All passwords protecting access to Personal Data must be changed at intervals not exceeding 60 days.

Firewall

If in relation to any claim You have failed to fulfil the following condition, You will lose Your right to indemnity or payment for that claim.

You must ensure that Equipment that is connected to the internet is protected by a suitable firewall which is regularly maintained and in full and effective operation at the time of a loss.

Anti Virus Software

If in relation to any claim You have failed to fulfil the following conditions, You will lose Your right to indemnity or payment for that claim.

You must install suitable virus protection software and ensure that it is

- (a) updated at intervals of at least once a month
- and
- (b) in full and effective operation at the time of a loss.

Data Back-up and Storage

If in relation to any claim You have failed to fulfil the following conditions, You will lose Your right to indemnity or payment for that claim.

You must store data, software or programs and maintain adequate backup copies by backing up

- a) the original disks or media and storing in a fire resistant data safe or in a secure location away from The Premises.
- b) all data produced by the software or programs no less than once a week or any other period agreed by Us. The integrity of any data backup must be validated using operating system routines or checks produced by the software supplier.

All Personal Data must be stored and disposed of in a secure manner

Exceptions

The following Exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

We will not indemnify You in respect of

1) any Damage to the Property Insured resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or other sequence to the loss

- a) Terrorism
- b) civil commotion in Northern Ireland
- c) any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) above.

Terrorism means

- i) in respect of Damage occurring in England, Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands) acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence Her Majesty's government in the United Kingdom or any other government de jure or de facto
- ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to
 - the use or threat of force and/or violence and/or
 - harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

In any action, suit or other proceedings where We allege that any Damage results from Terrorism as defined above and is therefore not covered by this Section, the burden of proving that any such Damage is covered under this Section will be upon You.

2) liquidated damages or fines

3) any penalties under contract

4) (a) loss of

(b) loss of use of

(c) inaccessibility of

data or programs arising from pre-existing faults in or the unsuitability of programs or computer systems software.

5) consequential loss or damage

6) the first £250 of each and every loss