

WESTFIELD SPECIALTY

CYBER LIABILITY EXTENSION

Definitions

The definitions below apply to this Section only and are in addition to the General Definitions.

Word or term	Meaning
Cyber extortion	a demand for money or something else of value in exchange for not carrying out a threat to commit harm to computer systems
Computer system	your own computer network, including any third party software programs and portable media or computer devices
Hacker	anyone who specifically targets you and gains access to your website via the internet or other external electronic link, solely by electronically circumventing the security systems in place to protect against such access
Infringement	any actual or alleged unauthorised use or violation
Intellectual property	any intellectual property , including a trademark (including collective or service mark), a certification mark, trade name, trade dress, trade secret, copyright or passing off or link to or framing of another page. However, this does not apply to any domestic or foreign patent or patent-related rights
Breach of privacy	any computer-related unauthorized collection, use or disclosure of non-public personal information as established by law
Programme	a set of instructions written in a computer language that tells a computer how to process data or interact with ancillary equipment
Security breach	any actual or alleged failure to prevent unauthorised access to or use of any computer, software, network or electronic information system
Virus	programmes that are secretly introduced without your permission or knowledge including but not limited to malware, worms, trojans, rootkits, spyware, dishonest adware, crimeware and other malicious unwanted software
Website	any website(s) where you have full control over the content and which you operate for the promotion of your business.

Word or term	Meaning
	Also includes its domain name, metatags and hyperlinks and the marketing and advertising of your business contained therein

Addition of cover

We agree to indemnify you in respect of your civil liability for any **claim** for compensation arising from:

- a. the content of your **computer systems, website** or additions made by a **hacker** due to:
 - i. your unintentional **infringement** of any **intellectual property**;
 - ii. any defamatory statement on your website or in your email, concerning your client or **business** competitor;
 - iii. your unintentional breach of confidence, **breach of privacy** or **infringement** of any right to privacy;
 - iv. a **security breach**
- b. your negligent transmission of a computer virus, worm, logic bomb or trojan horse to anyone with whom you transact business with, or who uses your **website** in the course of their business;
- c. your unauthorised collection or misuse of any data concerning any customer or potential customer of yours which is either confidential or subject to statutory restrictions on its use and which you obtained through the internet or website and hold electronically.
- d. a third party's good faith reliance on a **hacker's** fraudulent use of your encrypted electronic signature, encrypted electronic certificate, email or **website** where there was a clear intention to cause your loss or obtain a personal gain for the **hacker**

First Party Hacker Damage

We agree to pay the reasonable and necessary costs and expenses that you incur if a **hacker** damages, destroys or alters your **website** or **computer system**. Such costs and expenses paid will be to repair or replace the affected part of the **website** or **computer system** to the same or equivalent standard and with the same contents or as near as reasonably possible as immediately before such **website** or **computer system** was damaged, destroyed or altered.

Advertising expenses

Following a **claim** under this section of the **policy** and with **our** prior consent **we** agree to pay the reasonable and necessary costs and expenses that you incur:

- a. for advertising or publicity;
- b. for broadcast, electronic, printed telecast or telephonic announcements communications or notices;
- c. for credit monitoring services for a period not exceeding twelve (12) months from the date of the **security breach** or **breach of privacy**;
- d. for public relations services; and
- e. to contact the following who attempted to use your website during the period it was damaged, destroyed or altered:
 - i. any individual;
 - ii. those with whom you transact **business** with, and
 - iii. those who use your website in the course of their **business**;

Extensions of cover section **4.3 Continuous cover** included within the main **policy** wording does not apply to this **endorsement**

Exclusions

The following exclusions are applicable to this **endorsement** only:

We shall not be liable to indemnify you for:

1. any **virus**, worm, logic bomb or Trojan horse that was not specifically targeted at you;
2. any hardware, software or firmware's failure to correctly recognise any given date;
3. the infringement of any patent;
4. the use or provision of any games, or any gaming, gambling, lottery or auctioneering facilities or services;
5. the failure or interruption of the service provider by an internet service provider or any telecommunications or other utility provider;
6. any pornographic, sexually explicit or obscene material unless arising directly from the activities of a **hacker**;
7. your liability under any contract which is greater than the liability that you would have at law without the contract;
8. your supply, manufacture, sale, installation or maintenance of any **product**;
9. any statement that you knew or ought reasonably to have known was defamatory at the time of publication;
10. any loss of income, profit, mark-up or liability for VAT or its equivalent;
11. any trading loss or trading liability including those arising from the loss of any client, account or business;
12. any liability arising from any user generated content;
13. any **claim**, including arbitration, brought outside of the Territorial Limits stated in the Schedule. This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts;
14. any fines and contractual penalties, punitive or exemplary damages;

15. any act, breach, omission or infringement that you deliberately, dishonestly or recklessly committed, condoned or ignored;
16. any prior pending litigation, known claims or known circumstances;
17. any actual or alleged bodily injury, mental injury, illness, disease or death of anyone;
18. any **cyber extortion**.

We will not make any payment under this **endorsement** if you have failed to:

1. take reasonable steps to use, maintain and upgrade any program which protects against computer **viruses**;
2. install a fire wall or other similar configured device to control access to your **computer systems**;
3. encrypt and control the access of all **computer systems** and external devices including plug-in devices networked to your **computer systems**;
4. control unauthorised access to your **computer systems** by correctly configuring your wireless network;
5. maintain an operational system for logging and monitoring user activity on your **computer systems**;
6. make backup copies of any data, file or program at reasonably frequent intervals of no less than monthly basis;
7. change all passwords on your **computer systems** at least every sixty (60) days;
8. cancel any user name, password or other security protection after you knew or had reasonable grounds to suspect that it had been made available to any unauthorised person or parties.

Limit of Liability

The cover provided under this **endorsement** is limited to the sum specified under **Item 2.1** of the **policy schedule** any one **claim** and in the aggregate inclusive of defence costs which shall be included within and not in addition to the **limit of liability** stated in the **schedule**.

In all other respects the **policy** remains unaltered.

Notification of claims

Upon discovery of a cyber liability event where cover is afforded under this **endorsement** you must inform us immediately by contacting:

Claims Director
Westminster Insurance Ltd
5 Allberry Gardens
WEYMOUTH
DT3 6SQ

Phone: 01305 839 939 (please note that phone calls may be recorded)

E-mail: claims@westminster.global

Except as otherwise provided by this **endorsement**, all other terms and conditions of this **policy** shall remain in force.