

# Key facts.

## Cyber and data risks

**Data liability and cyber liability covers are on a 'claims made' basis which provides cover for claims which are made against you and notified to us during the period of insurance.**

**Data loss, cyber loss and network interruption are on a 'first discovered' basis which provides cover for losses which are first discovered by you and notified to us during the period of insurance.**

## Cover

### Data loss

Covers costs reasonably incurred by you in the 90 days following your first discovery of a data breach\* to:

- contain, recover and assess the data breach
- comply with any UK requirements to establish credit monitoring, identity theft or similar mitigation services
- comply with any UK requirements to notify third parties (or employees) of any data breach (and, where there is no such requirement, to notify such persons where this will mitigate or avoid a loss under the data liability section of the policy).

### Data liability

Covers your legal liability for damages and costs following a data breach.

### Cyber loss

Covers costs reasonably incurred by you:

- to restore, replace, rebuild or reinstate your computers following a hacking incident or denial of service attack
- to contain, mitigate or pay a ransom demand from a third party who threatens to initiate or continue a data breach against you.

### Cyber liability

Covers your legal liability for damages and costs following:

- your negligent transmission of a computer virus
- a hacking incident or denial of service attack
- libel, slander, defamation or unintentional infringement of intellectual property rights occasioned through your website or other online mediums.

### Network interruption

Covers your reduction in net profit during the seven days following a hacking incident or denial of service attack which is specifically targeted at you.

### Markel Tax

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Registered in England number 2430992

Markel (UK) Limited is an Appointed Representative of Markel International Insurance Company Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Claims against you must be brought within the EU.

Your business must be conducted within the UK (other than temporary visits abroad).

At your request cover extends to certain other persons.

A limit applies to all losses in total for the period of insurance.

An excess will apply to all losses other than under network interruption.

Under network interruption we do not cover your reduction in net profit during the first 24 hours after you discover the hacking incident or denial of service attack.

## Principal extensions

Costs incurred with our agreement in using public relations specialist to deal with adverse press, publicity or media attention following a hacking incident or denial of service attack or any event which could result in a loss under the policy (maximum £25,000 or the indemnity limit whichever is the least).

### Regulatory investigations and fines

- Legal costs incurred with our agreement for representation at any investigation or proceedings by the UK Information Commissioner's Office
- Any fines levied against you due to a breach of the PCI Data Security Standard following a hacking incident or denial of service attack
- (Maximum £50,000 or the indemnity limit whichever is the least)

### Cyber Crime

- Theft of money or funds following a cyber attack
- Unauthorised bandwidth charges following a cyber attack
- (Maximum £25,000 or the indemnity limit whichever is the least)

## Principal exclusions

- Betterment
- Certain dishonest and malicious acts
- Contractual liability
- Responsibility for the acts of other parties in any consortia or joint ventures
- Circumstances known at inception
- Claims made against you by anyone having a financial interest in your business
- Trading losses (other than under network interruption)
- Infringement of patent
- Electromagnetic, electrical or mechanical radiation, failures, disturbances and the like
- Professional duty to third parties

## Principal conditions

- Claims notification and handling requirements
- Contract of insurance subject to English or Scottish law
- All rights and remedies to be maintained against service providers, designers, consultants or contractors

\* N.B. under the data loss cover the data that is the subject of the data breach must either reside on your computers or (if non-electronic) be held by you. In respect of all other sections of cover such data may reside or be held anywhere.

This factsheet is not a policy document and contains only general descriptions. Policyholders must refer to the actual policy issued for the binding terms, conditions and exclusions of cover.

Some limits, terms and conditions may be varied for particular 'bespoke' arrangements.

