



# Lorega Cyber Recovery Insurance

## Policy Wording

### 1. Introduction

Lorega Cyber Recovery provides and pays for the services of a **Cyber Emergency Response Team (CERT)**, together with payment of certain fines, penalties, awards, damages and the cost of credit monitoring, to help **your** business recover from a covered **data breach** which has been discovered during the **period of insurance**, subject to the conditions and exclusions of this insurance and the payment of the premium. The services provided up to the limit of indemnity are set out in clause 3 below.

### 2. Definitions

The following words shall have the same meaning wherever they appear in bold in this policy.

a) **Cyber Emergency Response Team (CERT)** means Cyber Safeguard Limited and any other legal, forensic, public relations or other security experts appointed by the **scheme administrator** to provide **you** with data security services.

b) **Claim** means a request for the provision of services as provided under section 3 and/or a written demand by a **data subject** for compensation, injunctive or any other relief as a direct and sole consequence of a **data breach** covered under this policy.

c) **Data breach** means the loss or transmission of **personal information** which is, or could reasonably be, in the possession of a **third party** by reason of:

- i) a breach or violation of **your**, or a **service provider's**, security measures, systems, procedures, controls, or published privacy policy; or
- ii) the interception, misdistribution, or misuse of email or **email systems**; or
- iii) a failure to comply with **data security law**.

d) **Data security law** means the applicable laws and regulations of the United Kingdom or the European Union (where binding within the United Kingdom), relating to the theft, loss, misuse, intrusion, protection or unauthorised distribution of Personal Information, including but not limited to the Data Protection Act 1998 and the EU Data Protection Regulation 2012.

e) **Data subject** means a natural person whose **personal information** is the subject matter of a **data breach**.

f) **Email systems** means **your** or a service provider's computer systems, servers, data storage or transmission devices used to store or transmit **your emails**.

g) **Insurance broker** means the company, firm or person that acts as **your** agent for the purposes of the purchase of this Policy.

h) **Nuclear Risks** means

- a. any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;
- b. any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above;
- c. all operations carried out on any site or premises on which anything in a. or b. above is located.

i) **Period of Insurance** means the period set out above.

j) **Personal information** means data, for which **you** are legally responsible, containing a natural person's non-public individually identifiable information including but not limited to such information protected by the Data Protection Act 1998 or any similar or successor legislation.

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[www.lorega.com](http://www.lorega.com)

The policy is administered by Lorega Ltd, which is authorised and regulated by the Financial Conduct Authority, reference 308694.

Notwithstanding the above, **personal information** does not mean any information which is publicly available or has been previously made publicly available by the **data subject**.

k) **Regulator** means a statutory body with powers to enforce **your** statutory obligations to protect **personal information**, including but not limited to the Information Commissioner's Office, Financial Conduct Authority, and Solicitors Regulation Authority.

l) **Regulatory investigation** means any official investigation by a **regulator** arising directly and solely from a **data breach** covered under this Policy. **Regulatory investigation** does not include reviews under S166 of the Financial Services and Markets Act 2000.

m) **Scheme administrator** or **Logega** means Logega Limited, 36 Leadenhall Street, London EC3A 1AT. **Logega** is authorised and regulated by the Financial Conduct Authority, registration number 308694.

n) **Service provider** means any person or entity which is formally contracted to store, process or control **personal information** on **your** behalf. o) **Third party** means a natural person or entity that does not or has never had the legal right to access or control **Personal information**.

p) **We (Our/Us)** means Hiscox Underwriting Limited on behalf of Hiscox Insurance Company Limited (HICL). Hiscox Underwriting Limited is authorised and regulated by the Financial Conduct Authority and Hiscox Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

q) **You (Your)** means the company or person(s) named as the Insured above, including in the case of a company, its directors, officers and employees.

r) **Your Emails** means email messages which **your** directors, officers or employees are either the intended and legitimate recipient of or have sent in their capacity as **your** director, officer or employee.

s) **War** means war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

### 3. The Cover

The following services are provided:

#### **Crisis Response – Limit of Fees Indemnity £300 in the aggregate**

The initial response provided by the **CERT** upon notification of a covered **data breach** which includes initial assessment of the risk and provision of advice on immediate actions to take.

#### **Incident Management – Limit of Fees Indemnity £5,000 in the aggregate**

Notification – expert advice provided by the **CERT** to ensure that **you** comply with notification requirements under **data security law**;

Defence - legal, forensic investigation and expert IT advice provided by the **CERT** in connection with the defence of a **claim** against **you** for liability arising directly and exclusively out of a covered **data breach**;

Public Relations - expert PR advice provided by the **CERT** together with assistance in issuing initial press releases where required following a covered **data breach**.

#### **Investigation and Restoration – Limit of Fees Indemnity £25,000 in the aggregate**

Investigation - legal, forensic investigation and expert IT advice provided by the **CERT** in connection with and as a result of a Regulatory Investigation of **you** arising directly and exclusively out of a covered **data breach**;

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Restoration – the restoring of **email systems**, online services and other IT software systems by the **CERT** to the state that they were in prior to a covered **data breach** which was caused by intrusion or breach by a **third party**, and resulted in damage to such software systems.

**Awards, Fines and Credit Monitoring –  
Limit of Indemnity £100,000 in the  
aggregate, costs inclusive**

Awards and Damages – payment to **you** by **us** for: damages and related costs awarded against **you** following a **claim** pursuant to a final judgment or other final adjudication or arbitration; compensation awarded against **you** by a **regulator** following a **regulatory investigation**; awards of costs or settlements for which **you** are legally liable and are not otherwise insured;

Fines and Penalties - where insurable by law, payment to **you** by **us** for any fine, financial penalty or punitive award which has been issued by a statutory body which **you** are liable to pay following a covered **data breach** as a direct result of **your** failure to comply with **data security law**;

Credit Monitoring - payment to **you** by **us** for the cost **you** incur with the Equifax Credit Watch Service for the provision of credit alert services by Equifax to Data Subjects for a period of 12 months immediately following a covered **data breach**.

**4. Conditions of liability to provide service and payment**

- a) It is a pre-condition of the Lorega Cyber Recovery Insurance Policy to provide the services and payments stated hereunder that **you** shall have paid the premium stated above as at the date of the **data breach**.
- b) **We** will not make any payment under the Lorega Cyber Recovery Insurance Policy unless **you**:

i) provide written notice to **us** of any **data breach** discovered during the **period of insurance** within 12 hours of its discovery. For the purposes of this condition:

- a) discovery shall mean the knowledge of any of **your** directors, officers or employees who have any managerial or supervisory functions or responsibility; and
- b) notice must be provided to the **CERT** via the emergency telephone line set out below.

ii) provide written notice to **us** of any **claim** promptly after it is made against **you**. Such notice is to be provided within the **period of insurance**, or at the latest within 14 days after this Policy expires for any **claim** made against **you** in the seven days before expiry.

- c) **You** shall not admit any liability for or settle any **claim** without **our** prior written consent. If **you** do, **we** may reduce any payment **we** make under the Lorega Cyber Recovery Insurance Policy by an amount equal to the detriment **we** have suffered as a result;
- d) **You** shall ensure that password protection is enabled on all portable devices used, owned or controlled by **you**. **We** will not make any payment under the Lorega Cyber Recovery Insurance Policy for any incident occurring during any period when **you** are not in compliance with this condition, unless **you** can demonstrate that such non-compliance could not have increased the risk of the loss in the circumstances in which it occurred.

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## 5. Conditions of the scheme

The cover under this Lorega Cyber Recovery Insurance Policy does not apply to any:

- a) **data breach** incurred outside of the United Kingdom, the Isle of Man or the Channel Islands.
- b) **data breach** arising from War or Nuclear Risks.
- c) **data breach** occurring as a direct or indirect consequence of, or in connection with, or in any way relating to any:
  - i) fraudulent act, including fraudulent error or omission of any of **your** directors or officers; or
  - ii) any act, error or omission committed by any of **your** directors or officers with the intention of making a personal profit, financial gain or other advantage for which they are not legally entitled;
  - iii) deliberate, wilful or reckless procedures, policies or acts, including deliberate, wilful or reckless errors or omissions by **your** directors or officers.

**We** retain the absolute right, without having to give reasons, to decline to accept a first premium or renewal, but will return any such premium **we** do not accept.

**We** have the right, but not the duty, to take over at any time and conduct in **your** name the defence and settlement of any **claim** made against **you**.

## 6. Presentation of the risk

In agreeing to insure **you** and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must provide a fair presentation of the risk and must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete. A fair presentation is one which clearly discloses in a reasonably clear and accessible manner all material facts which **you** (including **your** senior management and those responsible for arranging this Lorega Cyber Recovery Insurance Policy) know or ought to know following a reasonable search.

If **you** fail to provide a fair presentation of the risk and **we** establish that such failure was deliberate or reckless, **we** may treat this Lorega Cyber Recovery Insurance Policy as if it never existed and make no payment under it. **You** must reimburse all payments already made by **us** and **we** will be entitled to retain all premiums paid.

If **you** fail to provide a fair presentation of the risk but where such failure was neither deliberate nor reckless, the remedy **we** will have available to **us** will depend upon what **we** would have done had **you** made a fair presentation of the risk, as follows:

- a) If **we** would not have provided this Lorega Cyber Recovery Insurance Policy, **we** may treat it as if it never existed and refuse to make any payment under it. **You** must reimburse all payments already made by **us**. **We** will refund all premiums paid; or
- b) If **we** would have provided this Lorega Cyber Recovery Insurance Policy on different terms (other than as to premium), **we** will treat it as if it had been provided on such different terms from the start of the period of insurance. This may result in **us** making no payment for a particular claim. **You** must reimburse any payments made by **us** that we would not have paid if such terms had been in effect.

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### 7. Subrogation

Notwithstanding that **you** may, before a **data breach**, have waived in writing all rights of recovery against any person, **we** may require an assignment of rights of recovery to the extent that payment is made by **us**. If an assignment is sought, **you** must sign and deliver all related papers and co-operate with **us**.

### 8. Cancellation

**You** have the right to cancel this Lorega Cyber Recovery Insurance Policy during a period of 14 days after the later of the day of purchase or the day on which **you** receive **your** policy documentation. If **you** exercise this right before the cover commences **you** will be entitled to a full refund of premium. If **you** exercise this right after cover commences, **you** will be entitled to a refund, less the amount charged (on a pro-rata basis) for the period **you** were covered. To exercise this right **you** must contact **your** insurance broker at the address on the documentation provided to **you**. If **you** do not exercise **your** right to cancel then **your** Cyber Recovery Insurance Policy will continue until the expiry date shown above and **you** will be required to pay the premium as stated, and no refund will be made in the event of cancellation.

### 9. Complaints

Should **you** have a complaint regarding this Lorega Cyber Recovery Insurance Policy, please contact Lorega in writing at: 36 Leadenhall Street, London EC3A 1AT or by telephone on: 0207 767 3070.

In the event **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time by referring the matter to: Hiscox Customer Relations, The Hiscox Building, Peasholme Green, York, YO1 7PR, or by telephone on +44(0)1904 681 198 or by email at [customer.relations@hiscox.com](mailto:customer.relations@hiscox.com). Complaints which cannot be resolved may be referred to the Financial Ombudsman Service.

Further details will be provided at the appropriate stage of the complaints process. **Your** legal rights are not affected by these complaints procedures.

### 10. Financial Services Compensation Scheme

**We** are members of the FSCS. **You** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations. Further information can be obtained from the Financial Services Compensation Scheme, 10<sup>th</sup> Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU, Tel: 0800 678 1100 or 020 7741 410.

### 11. Governing Law

Unless some other law is agreed in writing, this Cyber Recovery Insurance Policy will be governed by the laws of England.

### 12. Fraud

If **you**, or anyone on **your** behalf, tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this Cyber Recovery Insurance Policy, then **we** shall be entitled to serve notice to terminate this Cyber Recovery Insurance Policy with effect from the date of the giving of false information or making of the fraudulent **claim**.

**We** shall be entitled to retain all premium payments and shall make no payment in respect of any **claim** made after the date of termination. **You** must reimburse any payments already made under this Cyber Recovery Insurance Policy in relation to and **claim** made after the date of termination.

### 13. Claims

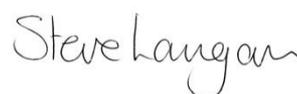
In respect of any **claim** referred by **you** directly to the **scheme administrator** the **scheme administrator** acts as agent for **us** and not **you**.

**IN THE EVENT OF A CLAIM, PLEASE CALL  
LOREGA CYBER RECOVERY EMERGENCY LINE:**

**020 7767 3075**

### 14. Our promise

In return for the premium **you** have paid, **we** agree to insure **you** in accordance with the terms and conditions of this Lorega Cyber Recovery Insurance Policy.



Steve Langan  
CEO, Hiscox Insurance Company

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## Data Protection Notice

For the purposes of this Notice, “**We/Us/Our**” shall include Hiscox Insurance Company Limited, the Coverholder and any agents.

The security of data is very important to **Us**, which **We** will handle with regard to all appropriate security measures. **We** will collect and process data (including personal information) about any person insured under this **Policy** for its administration, the handling of claims and the provision of customer services, and may share it with related entities and with trusted service providers and agents such as lawyers, as well as other parties such as anti-fraud databases, subject to proper instruction and control. **Our** handling of data is consistent with the core necessary personal data uses and disclosures set out in [www.hiscox.co.uk/cookies-privacy](http://www.hiscox.co.uk/cookies-privacy) which **You/the Insured** should review.

All data may be used by **Us** for generic risk assessment and modelling purposes but will not be used or passed to any other party for marketing products or services without **Your/the Insured’s** express consent. All data provided by **You/the Insured** about other people to be insured, such as family, friends or other associated, must be with their permission. It is **Your/the Insured’s** responsibility to inform them about **Our** use of their data.

Data will not be retained for longer than necessary and will be deleted within seven years after expiry of this **Policy**, unless it is further required for legal or regulatory reasons. **You/The Insured** have/has a number of rights in relation to the data, including the right to request a copy of the information (for which there may be a small fee), to correct any inaccuracies and in certain circumstances to have it deleted. Data transferred outside the European Economic Area will have equivalent protection.

If further information is required as to how data is processed, or as to the exercise of any rights under any data privacy laws, **You/the Insured** should contact Lorega Limited at 36 Leadenhall Street, London, EC3A 1AT Tel: 020 7767 3070 email: [info@lorega.com](mailto:info@lorega.com)

If **You/the Insured** are/is not satisfied with the way in which any personal data has been managed, **You/it** may complain to the Information Commissioner’s Office at:

Information Commissioner’s Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF, United Kingdom  
Tel: 0303 123 1113 (local rate) or 01625 545 745 (national rate)  
Email: [casework@ico.org.uk](mailto:casework@ico.org.uk)

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