



CYBER RISK INSURANCE

Policy Summary

Cyber Risk Insurance

Policy Summary

Cyber Risk insurance is an annually renewable Policy, underwritten by Royal & Sun Alliance plc (referred to as the 'Company', 'We' or 'Us'). The information below provides a summary of the cover provided. For full terms and conditions of the cover, please refer to the policy document a copy of which is available on request.

The Policy provides protection to the Insured (also referred to as You/Your) in respect of legal liability to a third party (Third Party Cover is insurance for protection against the actions of another party) for a Loss (in respect of any Claim first made against the Insured) in connection with a Data Liability or Network Security Event.

Protection is also provided to You (insurance under which You as an insured (the first party) have cover for incidents whether caused by yourself or someone else (a third party) for Remediation Costs incurred, Business Interruption (Gross Profit or Gross Revenue) that arises from a Cyber Business Interruption Event.

The Cyber Risk insurance covers non-physical (intangible) data whereas traditional products are usually aimed at the tangible parts of the business. The Policy does not provide cover to You for any direct financial loss (other than Remediation Costs or Business interruption) for example, the value of the data.

The following tables provide a summary of the main policy features & benefits and any significant exclusions & limitations.

Standard Features & Benefits

FEATURES & BENEFITS	SIGNIFICANT EXCLUSIONS OR LIMITATIONS
<p>Standard Cover</p> <p>"Claims made" policy wording for claims made against the Insured (including liability for claimants costs & expenses) which arises from an insured event.</p> <p>Two key characteristics of a claims-made policy.</p> <ol style="list-style-type: none"> 1) As well as a Period From Date there is also a Retroactive date; this is the earliest date on which a Cyber incident may occur and still be covered under the policy. 2) A claim is typically "made" on the date that you (or your insurer) first receive or record it. <p>When the Insured notify RSA during the Period of Insurance of a Circumstances that might reasonably be expected to produce a claim RSA cover the subsequent claim arising from such a circumstances as though it were made in the Period of Insurance.</p> <p>The insurance provided is on a costs inclusive basis whereby the costs and expenses of the Insured and the costs and expenses of the Company are included within the limit of indemnity.</p> <p>The Policy limit is on an annual Aggregate basis. An aggregate limit is the maximum amount RSA will pay to settle your claims. This is the total amount RSA will pay in a single year.</p> <p>Cover applies to any current, future or former employee (including Directors, officers, principals or partners), any subsidiary and someone performing employment duties for whom the Insured or any subsidiary is legally responsible.</p> <p>Data Liability Event (Third Party Cover)</p> <p>Loss in respect of any Claim first made against the Insured.</p> <p>Data Liability Event includes;</p> <ul style="list-style-type: none"> • loss of non public data (non-physical assets) • breach of Privacy Legislation <p>Privacy legislation means the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003, all published guidance by the Information Commissioners office and EU Data Protection Act or other similar laws protecting privacy elsewhere in the world.</p> <p>Network Security Event (Third Party Cover)</p> <p>Loss in respect of any Claim first made against the Insured.</p> <p>Network Security Event includes;</p> <ul style="list-style-type: none"> • The negligent or inadvertent transmission of Malware (any code to erase, deny access to, corrupt, damage, disrupt any network or system or circumvent network security) to a third party • Unauthorised Access (Unauthorised access means access to and use of the insureds computer system or network infrastructure by any person not authorised to do so including employees) 	<p>A minimum Excess of a £1000 applies and this varies upon the size of the Insured's declared Turnover. The Excess (applicable to Data Liability, Network Security or Remediation Costs applies to Defence Costs, fees and expenses) or Waiting Period (applicable to Cyber Business Interruption) applies before RSA shall be liable to make any payment.</p> <p>Any subsidiary created or acquired subsequent to inception must be notified to and approved by RSA.</p>

Standard Features & Benefits (continued)

FEATURES & BENEFITS	SIGNIFICANT EXCLUSIONS OR LIMITATIONS
<p>Remediation Costs (First Party Cover) Costs incurred by the Insured, following an actual or threatened Data Liability Event or Network Security Event. Remediation Costs include:</p> <ul style="list-style-type: none"> • Credit Monitoring Costs; • Cyber Extortion Costs; • Data Restoration Costs; • Forensic Costs; • Defence Costs; • Notification Costs; and • Public Relations Costs. <p>Business Interruption Loss (First Party Cover) incurred by the Insured resulting from a Cyber Business Interruption Event. Business Interruption Loss includes:</p> <ul style="list-style-type: none"> • Gross Revenue or Gross Profit options • Increased Cost of Working Cover • Mitigation Cover Costs incurred to avoid or mitigate the effects of a system outage or network interruption, discover or minimize such interruption or degradation of the network, preserve evidence or substantiate the Insured's Loss. <p>Civil Fines & Penalties Civil fines & penalties imposed by law are covered unless the penalty or fine is uninsurable by law. A civil penalty is a monetary fine that is designed to compensate for harm. It is distinct from a criminal penalty, since its purpose is not designed to punish the person who the penalty is imposed on. Instead, it is designed to make the other party, who was damaged or injured in some way, whole. Civil penalties, also referred to as civil fines, are exclusively monetary. They are issued by either a judge or a jury, who determines the appropriate amount of the fine that will be assessed.</p> <p>In some cases, a civil penalty may be supplemented by another legal process including administrative sanctions or even criminal charges. After someone is convicted of a crime, the sentencing judge has the discretion to impose a criminal fine on the convicted defendant. It is not possible to insure against liability for a criminal fine or penalty.</p>	<p>Data Restoration Costs do not include expenses to replace hardware or improve software or the value of the data.</p> <p>Cyber Extortion Costs has a standard Sub Limit of £100,000.</p> <p>Cyber Extortion Costs do not include payment of a Ransom. Cover does include reasonable fees, costs & expenses to employ experts to provide guidance to the Insured to investigate, determine cause, minimise or limit adverse publicity, terminate or mitigate any credible threat.</p> <p>Business Interruption Loss has a Waiting Period that must elapse (usually 8 hours) before recovery of the Business Interruption Loss.</p> <p>Increased Cost of Working has a Sub Limit of £250,000.</p> <p>Aggravated or punitive damages awarded outside of Great Britain are excluded.</p>

Standard Features & Benefits – Exclusions

FEATURES & BENEFITS	SIGNIFICANT EXCLUSIONS OR LIMITATIONS
<p>The acts, knowledge or conduct of any Insured shall not be imputed to any other Insured for the purposes of applying the exclusions.</p> <p>This ensures that the actions, knowledge or conduct of one party will not necessarily apply to any other innocent parties that may otherwise have cover under the policy.</p>	<p>Most of the policy exclusions that apply below are usually more appropriately covered under a more specific insurance policy.</p> <p>The exclusions are in alphabetical order.</p>

Standard Features & Benefits – Exclusions (continued)

FEATURES & BENEFITS	SIGNIFICANT EXCLUSIONS OR LIMITATIONS
	<p>Asbestos, Nuclear, Pollution & Electromagnetism</p> <p>Benefiting another Insured sustained by any Insured to the advantage of any other Insured. A typical example of this exclusion would be a parent company bringing a claim against a subsidiary company or vice versa.</p> <p>Bodily Injury this exclusion does not apply to mental anguish or mental injury resulting from a Data Liability Event or Network Security Event.</p> <p>Contractual agreement and products supplied this exclusion shall not apply to Loss, Remediation Costs or Cyber Business Interruption Loss suffered as a result of a Data Liability Event or Network Security Event.</p> <p>Directors & Officers performance or non-performance of their duties as a director, officer, trustee or employee.</p> <p>Employment Practices Liability the Company will pay indemnity as a result of any Claim against the Insured when alleged in conjunction with a Claim covered for a Data Liability Event or a Network Security Event.</p> <p>External Services external services are defined as services not under the direct operational control of the Insured.</p> <p>Fraud or Dishonesty arising from, attributable to or based upon any reckless, deliberate, criminal or fraudulent acts by the Insured. This exclusion shall not apply where the Claim against the Insured, or reported Remediation Costs or reported Business Interruption Loss has been alleged in conjunction with a covered Claim.</p> <p>Financial or Trade Sanctions</p> <p>Intellectual Property rights the loss of, infringement or use of intellectual property rights, patents, trademarks, copyright registered design, trade secrets or confidential manufacturing, processing or servicing methods except to the extent that such information was used in the commission of a Claim otherwise covered.</p> <p>Insolvency Bankruptcy, Liquidation or insolvency of any Insured or company or person. Bankruptcy is a legal status of a person or other entity that cannot repay the debts it owes to creditors. Bankruptcy is limited to individuals, and other forms of insolvency proceedings, such as liquidation and administration are applied to companies.</p>

Standard Features & Benefits (continued)

FEATURES & BENEFITS	SIGNIFICANT EXCLUSIONS OR LIMITATIONS
	<p>Money arising from, attributable to, or based upon loss, transfer or theft of monies or securities of the Insured.</p> <p>Previous Claim or Circumstance A circumstance means any incident, occurrence, fact, matter or act or omission which might reasonably be considered to give rise to a claim.</p> <p>Product Defects and Recall Loss of or damage, the cost of recall, removal, repair, alteration, replacement or reinstatement to any product supplied or contract work executed which was caused by a defect or the unsuitability of the product for its intended purpose.</p> <p>Professional Indemnity arising from professional services provided for a fee or under contract.</p> <p>Retroactive Date This is the earliest date on which a Cyber incident may occur and still be covered under the policy. The retroactive date is usually 90 days before the inception date of your first claims-made policy. This date should remain the same each time your claims-made coverage is renewed.</p> <p>Tangible Property</p> <p>Terrorism for any Cyber Business Interruption Loss.</p> <p>War</p>

Other Important Information

Claims

Should You wish to make a claim under Your policy please call Our Cyber Incident Managers; Charles Taylor Associates Limited as soon as possible.

Cyber Incident number: 0330 102 2999

Email: Cyber@ctplc.com

Please quote Your Policy Number which can be found on Your Schedule.

Please note that the Cyber Incident number is not a helpline and is provided for a Claim Notification upon the Discovery of an actual, alleged or suspected Data Liability Event, Network Security Event or Cyber Business Interruption Event.

You must give Us any information or help that We may reasonably ask for. You must not settle, reject, negotiate or agree to pay any claim without Our written permission. Full details of how to claim are included in the Policy document.

Premiums and payments

Premiums are inclusive of Insurance Premium Tax. You may pay for Your policy annually or, for some policy contracts, by monthly instalments. Monthly instalments can only be paid by direct debit.

Renewing your policy

At least 21 days before each policy renewal date We will tell you the premium and terms and conditions that will apply for the following year. If You wish to change or cancel the cover You need to tell Us before the renewal date.

If You pay by direct debit We will renew the policy automatically and continue collecting premiums unless You notify Us that You wish to cancel the policy. This will also apply for payments by credit / debit card, if You have previously given Us permission. For other payments by cheque or credit / debit card, You must submit a further payment if You wish to renew the policy. You will have 14 days to cancel the policy after the renewal date and receive a refund of any premiums paid, as described in Your right to cancel the policy below.

Your right to Cancel

You may cancel the contract by giving Us 10 days notice in writing. If You cancel the policy You may be entitled to a refund of premium provided that no claim has been made during the current period of insurance.

This policy may not be cancelled by the Us except for non-payment of the premium or upon expiry of a period of notice of not less than 21 days.

This will not affect Your right to make a claim for any event that happened before the cancellation date. If We cancel the policy, We will refund any premiums already paid for the remainder of the current Period of Insurance provided that no claim has been made since inception or renewal.

Complaints

If You believe that We have not delivered the service You expected, We want to hear from You so that We can try to put things right. If You have cause for complaint You should initially contact the person who arranged the policy for You or the manager of RSA at the address shown on Your quotation or schedule, as appropriate. In the unlikely event that they are unable to resolve Your concerns, Your complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive.

RSA
Customer Relations Team
P O Box 255
Wymondham
NR18 8DP

If they cannot resolve the matter to Your satisfaction, they will provide You with our final response so that You can, if You wish, refer the matter to the Financial Ombudsman Service. This does not affect Your right to take legal action.

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Compensation

Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if We cannot meet our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

Financial or Trade Sanctions

Please note that Royal & Sun Alliance Insurance plc is unable to provide insurance in circumstances where to do so would be in breach of any financial sanctions imposed by the United Nations or any government, governmental or judicial body or regulatory agency. Full details will be provided in Your policy documentation.

Law and language applicable to the policy

Both You and We may choose the law which applies to this contract. However, unless You and We agree otherwise, the law which applies is the law applicable in the part of the United Kingdom, Channel Islands or the Isle of Man in which You live. Full details will be provided in Your policy documentation.



COMMERCIAL CRIME PROTECTION INSURANCE

Policy Summary

CRIME INSURANCE

Policy Summary

This policy is an annually renewable Commercial Crime Protection insurance underwritten by Royal & Sun Alliance Insurance plc. The information below provides a summary of the cover provided. For full terms and conditions of the cover, please refer to the policy document a copy of which is available on request.

The policy provides protection for companies against theft, fraud and dishonesty committed by employees and third parties.

The following tables provide a summary of the main policy features and benefits and any significant exclusions and limitations.

Other Important Information

The Other Important Information section of this Policy Summary explains the following:

- Law applicable to the Policy
- Financial or Trade Sanctions
- Complaints
- Compensation

Table I Standard Features and Benefits

Features and Benefits	Significant Exclusions or Limitations
<p>General:</p> <ul style="list-style-type: none"> • “Losses discovered” basis of cover, meaning that the policy covers loss first discovered during the policy period regardless of when the loss occurred. • “Any one loss” basis of cover meaning that the limit provided is for each single crime and not all crimes together. • No warranted minimum standards of control or systems of check and supervision. • No requirement for the perpetrator to be prosecuted. • Insured organisations are the policyholder its subsidiaries, associated companies, limited liability partnerships and benefit plans. • Full automatic cover for acquired and created entities; if over a certain size, notice is required. • A 90 day automatic discovery period is provided and there is a further optional discovery period available. • Employees of a company to whom the Insured outsources are regarded as being employees of the Insured for the purposes of cover. <p>Main Coverage:</p> <ul style="list-style-type: none"> • “All risks” provides cover for theft by employees and third parties, whether there is collusion or not. There is no distinction between the different types of fraud that third parties may commit. <p>Extensions:</p> <ul style="list-style-type: none"> • Client cover - The Insured's liability for a client's loss caused by the Insured's employees is fully covered. We also cover theft from the client by a third party when the Insured has custody and control of the client's money, securities, property or funds. • Commercial disruption - If a crime stops the Insured from carrying on its business we will pay for the costs of temporary premises or temporary additional staff. This is sub-limited to £250,000. 	<p>Exclusions:</p> <ul style="list-style-type: none"> • Losses arising from the loss or use of confidential information are excluded (there is a carve-back when the information is otherwise used to perpetrate a covered crime). • Consequential loss of any kind is excluded. • Losses sustained by one Insured to the benefit of another Insured are excluded. • Losses sustained after knowledge of a crime has been gained by the Insured are excluded as are losses caused by employees with a previous history of fraud (there is a carve-back for fraud up to £15,000). • Losses caused by major shareholder holding more than 15% of the company are excluded (there is a carve-back for that amount of loss in excess of the value of their shareholding). • Losses caused by authorised or unauthorised trading in securities and commodities and the like are excluded (there is a carve-back for the improper personal gain resulting from a crime committed by the employee). • Losses resulting from war and terrorism are excluded. • Losses resulting from nuclear incidents or material are excluded. • Profit and loss and inventory calculations shall not constitute proof of loss but if loss is independently proved such calculations can be used to support the quantum of loss. • Kidnap ransom and extortion are excluded (there is a carve-back where an employee or their relative is detained to enable theft from the business premises)

Table I Standard Features and Benefits (continued)

Features and Benefits	Significant Exclusions or Limitations
<ul style="list-style-type: none"> • Contractual penalties - The Insured may be contractually penalised if a crime interferes with their performance under a contract, we will pay for such penalties. This is sub-limited to £250,000. • Court compensation costs - When the Insured's employees are required to attend court or a conference with a barrister or solicitor as the result of a covered crime, we will compensate the policyholder for their time. This is sub-limited to £25,000. • Destruction or damage - We will cover the cost of replacing destroyed or damaged money and securities belonging to the Insured due to criminal acts. • Expenses - The financial loss the Insured will suffer as the result of a crime will not be the only cost incurred. They will need to prove the amount of loss and may have suffered data damage or damage to safes and vaults, lost interest payments or incurred legal defence costs. We provide an additional limit at no extra cost. This is sub-limited to £250,000 which is in addition to the limit. • Identity fraud - If the Insured's identity is stolen or altered we will pay the costs of rectifying the situation including defending the Insured against allegations on the grounds of such identity theft. This is sub-limited to £250,000 or 10% of the limit whichever is the less. • Malicious data damage - As well as covering the costs of reconstituting data as the result of a crime, we also provide cover where there is no intent to steal but rather to maliciously alter, delete or corrupt data. In addition we don't restrict data to that held solely in computer systems. This is sub-limited to £250,000 or 10% of the limit whichever is the less. • Mitigation costs - If the Insured can reduce or eliminate the loss that may result from a crime we will pick up the costs they incur in doing so. This is sub-limited to £250,000. • Public relations consultancy fees - A company can suffer adverse publicity following a crime, we will pay for the costs of expert advice to minimise its impact. This is sub-limited to £25,000. 	

Table I Standard Features and Benefits (continued)

Features and Benefits	Significant Exclusions or Limitations
<ul style="list-style-type: none"> • Public utilities fraud - As with telecommunications fraud, we cover unauthorised charges even though no money, securities, property or funds have been stolen from the Insured thereby removing any ambiguity as to cover. This is sub-limited to £250,000 or 10% of the limit whichever is the less. • Telecommunications fraud - When charges are racked up fraudulently by unauthorised users some crime policies may not respond. We remove the ambiguity and provide a sub-limit for such eventualities. This is sub-limited to £250,000 or 10% of the limit whichever is the less. 	

Table 2 Policy Conditions

General Conditions	Claims Conditions
<ul style="list-style-type: none"> • Acquisition or sale of the policyholder or other Insureds is dealt with detailing when cover applies in various situations. • Alteration and assignment are only effective if the policy is endorsed by an authorised person. • There are arbitration provisions available. • Cancellation is permitted by the Insured or the Insurer and the alternatives are set out in the condition. • There is a condition concerning the storage of data and the use of software and hardware in general. • Discovery period conditions are set out, there is an automatic 90 day period and a further optional period. • Crimes with a common nexus are considered connected crimes triggering one limit. • A consumer credit termination condition allows for the termination of the policy on default under the agreement. • The governing law of the policy is that of England and Wales and dispute resolution will be in the exclusive jurisdiction of the courts in England and Wales. • Financial or trade sanctions can lead to the cancellation of the policy or certain parts of cover by either the Insured or Insurer. • Cover in the case of insolvency of the policyholder or other Insureds is dealt with in this condition. • The limit of liability is stated to be non cumulative and sub-limits (apart for expenses) shall erode the limit. • Misrepresentation and non-disclosure are dealt with and the condition allows for the insurance to continue in certain circumstances. • The policyholder will act for all Insureds as far as certain aspects of performance under the policy are concerned and the Insureds are insured jointly not severally for their respective interests. • The retention under the policy is stated to apply to all Insureds apart from benefit plans and in all circumstances apart from claims for “public relations consultancy fees” and “court compensation costs”. • Territorial application is stated to be worldwide. 	<ul style="list-style-type: none"> • It is a condition precedent to the Insurer's liability that written notice of a crime is given by the Insured as soon as practicable but in no event later than 60 days after discovery. • There shall be no rights created under the policy by dint of the Contracts (rights of third parties) Act 1999. • The Insured must give the Insurer all reasonable cooperation and information it may require to establish its liability. • The Insured must mitigate their loss but this condition is waived where a government authority legitimately prevents the Insured from doing so. • Other insurance will be taken into account in settling a claim where there is dual insurance in place. • The Insured must furnish a proof of loss to the Insurer within 6 months of discovery of the crime. • Recoveries will be distributed to the Insured in accordance with the formula set out in this condition. • The Insurer reserves the right to be subrogated to all the Insured's rights of recovery and action in respect of a covered loss. • The amount paid by the Insurer for loss shall be in accordance with the formulae set out in the valuation condition.

OTHER IMPORTANT INFORMATION

Law applicable to the policy

Both you and we may choose the law which applies to this contract. However, unless you and we agree otherwise, the law which applies is the law applicable in the part of the United Kingdom, Channel Islands or the Isle of Man in which you are based. Full details will be provided in your policy documentation.

Financial or Trade Sanctions

Royal & Sun Alliance Insurance plc is unable to provide insurance in circumstances where to do so would be in breach of any financial or trade sanctions imposed by the United Nations or any government, governmental or judicial body or regulatory agency. Full details will be provided in your policy documentation.

Complaints

If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. If you have cause for complaint you should initially contact the person who arranged the policy for you or the manager of RSA at the address shown on your quotation or schedule, as appropriate. In the unlikely event that they are unable to resolve your concerns, your complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive.

Customer Relations Office

RSA
Customer Relations Team
P O Box 255
Wymondham
NR18 8DP

Compensation

Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if we cannot meet our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

Royal & Sun Alliance Insurance plc (No. 93792).
Registered in England and Wales at St Mark's Court, Chart Way, Horsham, West Sussex RH12 1XL.
Authorised by the Prudential Regulation Authority and regulated by the
Financial Conduct Authority and the Prudential Regulation Authority.