

AIG

# ProfessionalEdge 2018



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## ProfessionalEdge 2018: Policy Schedule

Policy Number			
Policyholder			
Mailing Address			
Name of Insurer	AIG Israel Insurance Comapny Ltd		
Insurer Address	25 Hasivim St., Kiryat Matalon Petah Tikva 491001, P.O.B 535		
Premium (excluding applicable taxes)	USD/		
Inception Date	(dd/mm/yyyy)	Expiry Date	(dd/mm/yyyy)

### Coverage Summary

Coverage Section:	Purchased / Not Purchased:	Limit of Liability:	Retention / Waiting Hours Period:	Retroactive Date:
Specified Professions				(dd/mm/yyyy)
Media Services				
Technology Services				
				<b>Continuity Date:</b>
Data Protection & Cyber Liability				
Network Interruption				
Event Management				
Cyber Extortion				

### Policy Extensions

Extension:	Purchased / Not Purchased:	Sub-Limit:	Retention / Waiting Hours Period:	Continuity Date:
First Response				
Cloud Failure				
OSP Network Interruption				
System Failure				
Goodwill Coupon				
Electronic Data				
Computer Crime				
Criminal Reward Fund				
Coupon Cover				
Telephone Hacking				

### Policy Endorsements

1.	e.g. AIGPROFEND 080: USA/Canada Endorsement
2.	
3.	

AIG may amend terms and conditions on receipt of subjectivities at their sole discretion. The Insurer may terminate the Policy if these are not received by the due date. In the event of termination, the Policyholder shall be entitled to pro rata return of premium for the unexpired period of the Policy, unless there are any claims, or circumstances that may give rise to a claim, that have been reported to the Insurer prior to termination, in which event the premium for the Policy shall be deemed to be fully earned.

ProfessionalEdge 2018 - Professional Coverage

## Professions Coverage



This **Professions Coverage Section** only applies if shown as purchased on the **Schedule**.

In consideration of the payment of **Premium**, or agreement to pay the **Premium**, the **Insurer** and the **Policyholder** agree as follows:

The **General Terms and Conditions** are incorporated by reference into, made a part of, and are expressly applicable to this **Professions Coverage Section**.

All cover under this **Professions Coverage Section** is afforded **solely with respect to (i) Claims first made against an Insured and (ii) other Insured Events first occurring during the Policy Period and reported to the Insurer as required by the General Terms and Conditions.**

The cover available under this **Professions Coverage Section** is subject to the Sub-limits specified in the **Schedule**.



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## 1. Insurance Covers

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### 1.1. Civil Liability

The **Insurer** will pay on behalf of an **Insured** any **Loss** resulting from a **Claim** arising from **Professional Services**.

### 1.2. Employee Dishonesty

The **Insurer** will pay on behalf of an **Insured** any **Loss** resulting from a **Claim** for **Employee Dishonesty**, first discovered during the **Policy Period** arising from **Professional Services**.

### 1.3. Mitigation

The **Insurer** will pay to or on behalf of an **Insured** any **Mitigation Costs** and **Mitigation Professional Fees**, provided that the following are met:

- (i) notification of the relevant circumstance(s) is made to the **Insurer** by the **Insured** in accordance with Section 2.1 – Notice and Reporting of the **General Terms and Conditions** prior to the **Insured** incurring any **Mitigation Costs** or **Mitigation Professional Fees**;
- (ii) the **Insurer** shall have the right to participate in the handling of the mitigation efforts;
- (iii) the liability of the **Insurer** under this insuring clause shall not exceed the liability that would have existed under this **Policy** if the **Claim** had been made against the **Insured** by the potential claimant.

### 1.4. Contractual Liability

The **Insurer** will pay on behalf of an **Insured** any **Loss** resulting from a **Claim** arising due to:

- (i) any unintentional breach of a contract to provide **Professional Services** due to such services not conforming in all material respects to agreed, written specifications that form part of the relevant contract; or
- (ii) the unintentional failure of any **Professional Services** to meet any express or implied statutory term within a contract concerning quality, fitness for purpose or safety.

## 2. Definitions

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The following definitions are specific to this **Professions Coverage Section**. All other definitions set out within Section 5.2 - Definitions of General Applicability of the **General Terms and Conditions** shall apply as stated.

### 2.1. Claim

- (i) Written demand against an **Insured**; or
- (ii) civil, administrative or arbitral proceedings brought against an **Insured**, seeking **Damages** or any other legal remedy for a **Wrongful Act**.

### 2.2. Damages

Damages that the **Insured** is legally liable to pay resulting from a **Claim** as ascertained by:

- (i) judgments or arbitral awards rendered against the **Insured**;
- (ii) monies payable by the **Insured** pursuant to any settlement agreement negotiated by the **Company** and which is approved by the **Insurer**.

**Damages** shall include punitive or exemplary or multiple damages where insurable by law and any monetary amounts that an **Insured** is required by law or has agreed to by settlement or deposit into a consumer redress fund.

### 2.3. Defence Costs

Reasonable and necessary fees, costs and expenses which the **Insured** incurs, with the prior consent of the **Insurer**, in relation to the investigation, response, defence, appeal and/or settlement of any **Claim** including court attendance costs incurred by or on behalf of the **Insured**.

**Defence Costs** shall not include the remuneration of any **Insured**, cost of their time or any other costs or overheads of the **Insured**.

### 2.4. Employee

Any natural person who is or has been expressly engaged as an employee under a contract of employment with the **Company**.

**Employee** shall not mean any (i) principal, partner, director or officer; or (ii) temporary contract labour, self employed person or labour only subcontractor.

### 2.5. Employee Dishonesty

Any fraudulent or dishonest act or omission of an **Employee** not condoned expressly or implicitly by the **Company** and that results in liability to the **Company**.

### 2.6. Insured

- (i) the **Company**;
- (ii) any natural person, who is or has been a principal, partner, director or officer of the **Company**;
- (iii) any **Employee**;
- (iv) any independent contractor, temporary contract labour, self-employed persons, labour-only sub-contractors, under the direction and direct supervision of the **Company**, but only in relation to the services they provide to the **Company**;
- (v) Any joint venture where the **Company** maintains operational control, but only to the extent of the **Company's** interest in such joint venture; and
- (vi) Any natural person or entity which the **Insured** is required by contract to add as an **Insured** under this **Policy**, but only when and to the extent such natural person or entity is acting on behalf of the **Policyholder**;

and only when providing **Professional Services** in the foregoing capacities.

**Insured** also includes any estate or legal representative of any **Insured** described in (ii) and (iii) above for **Loss** arising from a **Claim** against that **Insured** for a **Wrongful Act** committed when providing **Professional Services** on behalf of the **Policyholder**.

### 2.7. Insured Event

Any matter or event triggering coverage under this **Professions Coverage Section**.

### 2.8. Loss

- (i) **Damages** and **Defence Costs**.
- (ii) In respect of the Insurance Cover 1.3 - Mitigation only, **Loss** shall also include **Mitigation Costs** and **Mitigation Professional Fees** to the extent that **Mitigation Costs** and **Mitigation Professional Fees** are covered under Insurance Cover 1.3 – Mitigation.

**Loss** shall not include:

- a. non-compensatory damages (except to the extent covered as **Damages**), multiple or liquidated damages;
- b. fines or penalties;

- c. the costs and expenses of complying with any order for, grant of or agreement to provide injunctive or other non-monetary relief; or
- d. the remuneration of any Insured, cost of their time, or any other costs or overheads of the **Insured**.

## 2.9. Mitigation Costs

Reasonable and necessary payments made, with the **Insurer's** prior written consent, directly to an **Insured** for the principal purpose of avoiding a **Claim** by any potential claimant or to reduce potential damages or compensation payable to a potential claimant provided that:

- (i) no **Claim** has been made; and
- (ii) such **Claim** if it were made would result in a legal liability of the **Insured** to pay damages or compensation to a potential claimant not otherwise excluded under this **Policy**.

## 2.10. Mitigation Professional Fees

Reasonable and necessary fees, costs and expenses incurred by the **Insured** with the **Insurer's** prior written consent in relation to appropriately qualified professionals appointed to negotiate and facilitate the payment of **Mitigation Costs**.

## 2.11. Professional Services

The professional services of the **Company** provided for a fee as specified in the **Schedule**.

## 2.12. Wrongful Act

Any;

- (i) act, or failure to act, giving rise to civil liability; or
- (ii) **Employee Dishonesty**;

occurring on or after the **Retroactive Date** and prior to the end of the **Policy Period** in the course of providing **Professional Services**.

## 3. Exclusions

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The following Exclusions are specific to this **Professions Coverage Section** and shall apply in addition to the Exclusions set out within Section 5 of the **General Terms and Conditions**.

The **Insurer** shall not be liable for **Loss** arising out of, based upon or attributable to:

### 3.1. Anti -Trust

Any actual or alleged antitrust violation, restraint of trade or unfair competition.

### 3.2. Assumed Liability, Guarantee, Warranty

Any:

- (i) guarantee or express warranty made by the **Insured**; or
- (ii) contractual liability or other obligation assumed or accepted by an **Insured** except to the extent that such liability would have attached in the absence of such contract.

This Exclusion 3.2 shall not apply to **Loss** arising from a **Claim** covered under Insurance Cover 1.4 – Contractual Liability.

### 3.3. Bodily Injury/Property Damage

Any:

- (i) physical injury, sickness, disease or death; and if arising out of the foregoing, nervous shock, emotional distress, mental anguish or mental injury; or
- (ii) damage to or loss of or destruction of tangible property or loss of use thereof,

unless arising from an actual or alleged failure to achieve the legally required standard of care, diligence and expertise in performing **Professional Services**.

### 3.4. Costs Assessment

Any failure by any **Insured** or other party acting for the **Insured** to make an accurate pre-assessment of the cost of performing **Professional Services**.

### 3.5. Employment Practices Liability

Any of a **Company's** employment practices (including wrongful dismissal, discharge or termination, discrimination, harassment, retaliation or other employment-related claim).

### 3.6. Fraud/Dishonesty

- (i) any fraudulent or dishonest act or omission of the **Insured** but this exclusion shall not apply to **Loss** insured under Insurance Cover 1.2 - Employee Dishonesty.
- (ii) any **Employee Dishonesty** after the date of discovery by the **Company** of reasonable cause of suspicion of such **Employee Dishonesty**.

### 3.7. Government/Regulatory Action

Any government, regulatory, licensing or commission action or investigation.

### 3.8. Infrastructure

Any;

- (i) mechanical failure;
- (ii) electrical failure, including any electrical power interruption, surge, brown out or black out; or
- (iii) telecommunications or satellite failure;

unless such failure arises solely from an act, error or omission committed by the **Insured**, in the performance of or failure to perform **Professional Services**.

### 3.9. Insured v Insured

Any **Claim** brought by or on behalf of any **Insured** or **Policyholder** against an **Insured** or the **Company**.

### 3.10. Patent/Trade Secret

Any;

- (i) infringement of patents;
- (ii) loss of rights to secure registration of patents; or
- (iii) misappropriation of trade secrets.



### 3.11. **Securities Claims**

Any actual or alleged violation of any law, regulation or rule (whether statutory or common law) relating to the ownership, purchase, sale or offer of, or solicitation of an offer to purchase or sell, securities.

### 3.12. **War & Terrorism**

Any war, terrorism, invasion, military action (whether war is declared or not), civil war, mutiny, popular or military rising, insurrection, rebellion or revolution, military or usurped power or any action taken to hinder or defend against any of these events.

## 4. **Conditions**

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The following conditions are specific to this **Professions Coverage Section** and shall apply in addition to the conditions set out within the **General Terms and Conditions**.

### 4.1. **Employee Dishonesty**

The **Insured** shall at the request and expense of the **Insurer** take all reasonable steps to obtain reimbursement from any person committing or condoning any **Employee Dishonesty**.

Any monies which but for the **Employee Dishonesty** would be due to such persons from the **Insured** or any monies of such persons held by the **Insured** shall be deducted from any amount payable under this **Policy**.

The **Insurer** will not pay such **Loss** to any person committing or condoning **Employee Dishonesty** and **Loss** payable hereunder shall be in excess of amounts recoverable from the dishonest or fraudulent person or persons or their estates or legal representatives.

Nothing herein shall preclude the **Insurer** from exercising any right of subrogation against any person committing or condoning **Employee Dishonesty**.

ProfessionalEdge 2018 - Professional Coverage

## Media Liability Coverage



This **Media Liability Coverage Section** only applies if shown as purchased on the **Schedule**.

In consideration of the payment of **Premium** or agreement to pay the **Premium**, the **Insurer** and the **Policyholder** agree as follows:

The **General Terms and Conditions** are incorporated by reference into, made a part of, and are expressly applicable to this **Media Liability Coverage Section**.

All cover under this **Media Liability Coverage Section** is afforded solely with respect to (i) **Claims** first made against an **Insured** and (ii) other **Insured Events** first occurring during the **Policy Period** and reported to the **Insurer** as required by the **General Terms and Conditions**.

This cover available under this **Media Liability Coverage Section** is subject to the Sub-limits specified in the **Schedule**.



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## 1. Insurance Covers

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### 1.1. Civil Liability

The **Insurer** will pay on behalf of an **Insured** any **Loss** resulting from a **Claim** arising from the provision of **Multi-Media Services**.

### 1.2. Employee Dishonesty

The **Insurer** will pay on behalf of an **Insured** any **Loss** resulting from a **Claim** for **Employee Dishonesty**, first discovered during the **Policy Period** arising from **Multi-Media Services**.

### 1.3. Mitigation

The **Insurer** will pay to or on behalf of an **Insured** any **Mitigation Costs** and **Mitigation Professional Fees**, provided that the following are met:

- (i) notification of relevant circumstance(s) is made to the **Insurer** by the **Insured** in accordance with Section 2.1 – Notice and Reporting of the **General Terms and Conditions** and in any event prior to the **Insured** incurring any **Mitigation Costs** or **Mitigation Professional Fees**;
- (ii) the **Insurer** shall have the right to participate in the handling of the mitigation efforts;
- (iii) the liability of the **Insurer** under this Insuring Clause 1.3 shall not exceed the liability that would have existed under this **Policy** if the **Claim** had been made against the **Insured** by the potential claimant.

### 1.4. Contractual Liability

The **Insurer** will pay on behalf of an **Insured** any **Loss** resulting from a **Claim** arising due to:

- (i) any unintentional breach of a contract to provide **Multi-Media Services** due to such services not conforming in all material respects to agreed, written specifications that form part of the relevant contract;
- (ii) the unintentional failure of any **Multi-Media Services** to meet any express or implied statutory term within a contract concerning quality, fitness for purpose or safety.

## 2. Extensions

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### 2.1. Withdrawal Expenses

The **Insurer** will pay on behalf of any **Insured** any **Withdrawal Expenses**.

## 3. Definitions

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The following definitions are specific to this **Media Liability Coverage Section**. All other definitions set out within Section 4.2 – Definitions of General Applicability of the **General Terms and Conditions** shall apply as stated.

### 3.1. Claim

- (i) written demand against an **Insured**; or
- (ii) civil, administrative or arbitral proceedings brought against an **Insured**, seeking **Damages** or any other legal remedy for a **Wrongful Act**.

### 3.2. Damages

Damages that the **Insured** is legally liable to pay resulting from a **Claim** as ascertained by:

- (i) judgments or arbitral awards rendered against the **Insured**;

- (ii) monies payable by the **Insured** pursuant to any settlement agreement negotiated by the **Company** and which is approved by the **Insurer**.

**Damages** shall include punitive or exemplary or multiple damages where insurable by law and any monetary amounts that an **Insured** is required by law or has agreed to by settlement or deposit into a consumer redress fund.

### 3.3. Defence Costs

Reasonable and necessary fees, costs and expenses which the **Insured** incurs with the prior consent of the **Insurer**, in relation to the investigation, response, defence, appeal and/or settlement of any **Claim** including court attendance costs incurred by or on behalf of the **Insured**.

**Defence Costs** shall not include the remuneration of any **Insured**, cost of their time or any other costs or overheads of the **Insured**.

### 3.4. Employee

Any natural person who is or has been expressly engaged as an employee under a contract of employment with the **Company**.

**Employee** shall not mean any: (i) principal, partner, director or officer; or (ii) temporary contract labour, self-employed person or labour-only sub-contractor.

### 3.5. Employee Dishonesty

Any fraudulent or dishonest act or omission of an **Employee** not condoned expressly or implicitly by the **Company** and that results in liability to the **Company**.

### 3.6. Insured

Means:

- (i) the **Company**;
- (ii) any natural person, who is or has been a principal, partner, director or officer of the **Company**;
- (iii) any **Employee**;
- (iv) any independent contractor, temporary contract labour, self-employed persons, labour-only sub-contractors, under the direction and direct supervision of the **Company**, but only in relation to the **Multi-Media Services** they provide to the **Company**;
- (v) any joint venture where the **Company** maintains operational control, but only to the extent of the **Company's** interest in such joint venture; and
- (vi) any natural person or entity which the **Insured** is required by contract to add as an **Insured** under this **Policy**, but only when and to the extent such natural person is acting on behalf of the **Policyholder**;

but only when providing **Multi-Media Services** in the foregoing capacities.

**Insured** also includes any estate or legal representative of any **Insured** described in (ii) and (iii) above for **Loss** arising from a **Claim** against that **Insured** for a **Wrongful Act** committed when providing **Multi-Media Services** on behalf of the **Policyholder**.

### 3.7. Insured Event

Any matter or event triggering coverage under this **Media Liability Section**.

### 3.8. Loss

- (i) **Damages and Defence Costs;**
- (ii) In respect of Insurance Cover 1.3 – Mitigation only, Loss shall also include **Mitigation Costs** and **Mitigation Professional Fees** to the extent that **Mitigation Costs** and **Mitigation Professional Fees** are covered under Insurance Cover 1.3 – Mitigation;
- (iii) In respect of Extension 2.1 – Withdrawal Expenses only, **Loss** shall also include **Withdrawal Expenses**.

**Loss** shall not include:

- a. non-compensatory damages (except to the extent covered as **Damages**), multiple or liquidated damages;
- b. fines or penalties;
- c. the costs and expenses of complying with any order for, grant of or agreement to provide injunctive;
- d. the remuneration of any **Insured**, cost of their time, or any other costs or overheads of the **Insured**.

### 3.9. Mitigation Costs

Reasonable and necessary payments made, with the **Insurer's** prior written consent, directly to an **Insured** for the principal purpose of avoiding a **Claim** by any potential claimant or to reduce potential damages or compensation payable to a potential claimant provided that:

- (i) no **Claim** has been made; and
- (ii) such **Claim** if it were made would result in a legal liability of the **Insured** to pay damages or compensation to a potential claimant not otherwise excluded under this **Policy**.

### 3.10. Mitigation Professional Fees

Reasonable and necessary fees, costs and expenses incurred by the **Insured** with the **Insurer's** prior written consent in relation to appropriately qualified professionals appointed to negotiate and facilitate the payment of **Mitigation Costs**.

### 3.11. Multi-Media Services

- (i) Broadcasting, including broadcasts via television, motion picture, cable, satellite television, radio, wireless devices or the Internet;
- (ii) newspaper, magazine, book, music, directories, electronic, video, screen play, film script, playwright publishing including the researching, preparation, serialisation, exhibition or distribution of publishing materials; and
- (iii) advertising, graphic design, design of logos or trademarks, purchasing of advertising time and space, market research, public relations, marketing, direct mailing, list broking, design of games, competitions or special offers and printing

provided by the **Insured** for a fee.

### 3.12. Property Damage

Damage to or loss of or destruction of tangible property or loss of use thereof.

### 3.13. Withdrawal Expenses

Reasonable and necessary expenses incurred by the **Insured** with the **Insurer's** prior consent, including the abortive costs of production, incurred:

- (i) as a result of withdrawal of any works published, printed or otherwise disseminated by the **Insured** including:
  - a. advertising and publicity; and
  - b. material broadcast, disseminated or recorded (including TV programmes, advertisement, video recordings, contract printing, compact discs, films and records, including electronically transmitted information and databases);

up to and including the time of such withdrawal to the extent such expense cannot be avoided or curtailed, less any savings or recoveries;
- (ii) in making any alterations to such works whether required by the third party or by judgements or arbitral awards rendered against an **Insured** by order of the court arising in connection with the **Insured's** provision of **Multi-Media Services** during the **Policy Period**.

### 3.14. Wrongful Act

Any;

- (i) act, or failure to act, giving rise to civil liability;
- (ii) **Employee Dishonesty**;
- (iii) infringement of copyright, title, slogan, trademark, trade name, trade dress, mark, service mark, service name, infringement of domain name, deep-linking or framing, including unfair competition in connection with such conduct;
- (iv) plagiarism, piracy, misappropriation or theft of ideas under implied contract or other misappropriation or theft of ideas or information, including unfair competition in connection with such conduct;
- (v) invasion, infringement or interference with rights of privacy or publicity, false light, public disclosure of private facts, intrusion and commercial appropriation of name, persona or likeness; including but not limited to emotional distress or mental anguish in connection with such conduct;
- (vi) defamation, libel, slander, product disparagement or trade libel or other tort related to disparagement or harm to character or reputation, including unfair competition, emotional distress or mental anguish in connection with such conduct;
- (vii) wrongful entry or eviction, trespass, eavesdropping or other invasion of the right to private occupancy, or false arrest, detention or imprisonment or malicious prosecution; including but not limited to any emotional distress or mental anguish in connection with such conduct; or
- (viii) passing-off but only if alleged in conjunction with any of the acts listed in (iii) – (vii) above;

occurring on or after the **Retroactive Date** and prior to the end of the **Policy Period** in the course of providing **Multi-Media Services**.

## 4. Exclusions

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The following Exclusions are specific to this **Media Liability Coverage Section** and shall apply in addition to the Exclusions set out within Section 6 of the **General Terms and Conditions**.

The **Insurer** shall not be liable for **Loss** arising out of, based upon or attributable to:

### 4.1. Anti-Trust

Any actual or alleged antitrust violation, restraint of trade or unfair competition, other than that covered under Subsection 3.14 (ii) of **Wrongful Act**.

#### 4.2. Assumed Liability, Guarantee, Warranty

Any:

- (i) guarantee or express warranty made by the **Insured**; or
- (ii) contractual liability or other obligation assumed or accepted by an **Insured** except to the extent that such liability would have attached in the absence of such contract.

This Exclusion 4.2 shall not apply to **Loss** arising from a **Claim** covered under Insurance Cover 1.4 – Contractual Liability.

#### 4.3. Bodily Injury/Property Damage

Any:

- (i) physical injury, sickness, disease or death; or
- (ii) damage to or loss of or destruction of tangible property or loss of use thereof,

unless arising from an actual or alleged failure to achieve the legally required standard of care, diligence and expertise in performing **Multi-Media Services**.

#### 4.4. Digital Rights

The **Claim** against the **Company** brought by or on behalf of any independent contractor, third-party distributor, licensee, sub-licensee, joint venture, venture partner, any employee of the foregoing, or any employee or agent of the **Company** arising out of, based upon or attributable to disputes over the ownership or exercise of rights in digitised content.

#### 4.5. Employment Practices Liability

Any of a **Company's** employment practices (including wrongful dismissal, discharge or termination, discrimination, harassment, retaliation or other employment-related claim).

#### 4.6. Financial Data

Errors made in any financial data that the **Company** publicises including the **Company's** annual report and accounts and any communications to the stock market.

#### 4.7. Fraud/Dishonesty

- (i) Any fraudulent or dishonest act or omission of the **Insured** but this Exclusion shall not apply to **Loss** insured under Insurance Cover 1.2 - **Employee Dishonesty**.
- (ii) any **Employee Dishonesty** after the date of discovery by the **Company** of reasonable cause of suspicion of such **Employee Dishonesty**.

#### 4.8. Government/ Regulatory Action

Any government, regulatory, licensing or commission action or investigation; unless relating solely to the performance of or failure to perform **Multi-Media Services** for such entities.

#### 4.9. Infrastructure

Any:

- (i) mechanical failure;
- (ii) electrical failure, including any electrical power interruption, surge, brown out or black out; or
- (iii) telecommunications or satellite failure;

unless such failure arises solely from an act, error or omission committed by the **Insured**, in the performance of or failure to perform **Multi-Media Services**.

#### 4.10. **Insured vs Insured**

Any **Claim** brought by on behalf of any **Insured** or **Policyholder** against an **Insured** or the **Company**.

#### 4.11. **Over-Redemption**

Any price discounts, prizes, awards or other consideration given in excess of the total contracted or expected amount.

#### 4.12. **Patent/Trade Secret**

Any:

- (i) infringement of patents;
- (ii) loss of rights to secure registration of patents; or
- (iii) misappropriation of trade secrets.

#### 4.13. **Securities Claim**

Any actual or alleged violation of any law, regulation or rule (whether statutory or common law) relating to the ownership, purchase, sale or offer of, or solicitation of an offer to purchase or sell securities.

#### 4.14. **Software Copyright Infringement**

Any infringement of copyright related to software, source code or software license unless arising from a **Claim** alleging an infringement of copyright, trademark or servicemark with respect to **Multi-Media Services** generated or displayed in a publication or broadcast by the use of software.

#### 4.15. **Trade Debts**

Any:

- (i) trading debt incurred by an **Insured**, or
- (ii) guarantee given by an **Insured** for a debt.

#### 4.16. **War & Terrorism**

Any war, terrorism (except Cyber Terrorism), invasion, military action (whether war is declared or not), civil war, mutiny, popular or military rising, insurrection, rebellion or revolution, military or usurped power or any action taken to hinder or defend against any of these events.

## 5. **Conditions**

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The following conditions are specific to this **Media Liability Coverage Section** and shall apply in addition to the conditions set out within the **General Terms and Conditions**.

### 5.1. **Employee Dishonesty**

The **Insured** shall at the request and expense of the **Insurer** take all reasonable steps to obtain reimbursement from any person committing or condoning any **Employee Dishonesty**.

Any monies which but for the **Employee Dishonesty** would be due to such persons from the **Insured** or any monies of such persons held by the **Insured** shall be deducted from any amount payable under this **Policy**.



The **Insurer** will not pay such **Loss** to any person committing or condoning **Employee Dishonesty** and **Loss** payable hereunder shall be in excess of amounts recoverable from the dishonest or fraudulent person or persons or their estates or legal representatives.

Nothing herein shall preclude the **Insurer** from exercising any right of subrogation against any person committing or condoning **Employee Dishonesty**.

ProfessionalEdge 2018 - Professional Coverage

## Technology Services & Technology Products Coverage



This **Technology Services & Technology Products Coverage Section** only applies if shown as purchased on the **Schedule**.

In consideration of the payment of the **Premium**, or agreement to pay the **Premium**, the **Insurer** and the **Policyholder** agree as follows:

The **General Terms and Conditions** are incorporated by reference into, made a part of, and are expressly applicable to this **Technology Services & Technology Products Coverage Section**.

All cover under this **Technology Services & Technology Products Coverage Section** is **afforded solely with respect to (i) Claims first made against an Insured and (ii) other Insured Events first occurring during the Policy Period and reported to the Insurer as required by the General Terms and Conditions.**

This cover available under this **Technology Services & Technology Products Coverage Section** is subject to the Sub-limits specified in the **Schedule**.



Bring on tomorrow

## 1. Insurance Covers

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### 1.1. Technology Services and Technology Products

The **Insurer** will pay on behalf of an **Insured** any **Loss** resulting from any **Claim** arising out of or in connection with:

- (i) **Technology Services**; and
- (ii) **Technology Product Failure**.

### 1.2. Intellectual Property Rights

The **Insurer** will pay on behalf of an **Insured** any **Loss** resulting from any **Claim** for any unintentional infringement of **Intellectual Property** by an **Insured** arising out of **Technology Services**.

### 1.3. Employee Dishonesty

The **Insurer** will pay on behalf of an **Insured** any **Loss** resulting from a **Claim** for **Employee Dishonesty**, first discovered during the **Policy Period** arising from **Technology Services**.

### 1.4. Contractual Liability

The **Insurer** will pay on behalf of an **Insured** all **Loss** resulting from any **Claim** arising due to:

- (i) Any unintentional breach of a contract to provide **Technology Services** or **Technology Products** due to such services not conforming in all material respects to agreed, written specifications that form part of the relevant contract;
- (ii) the unintentional failure of any **Technology Services** or **Technology Products** to meet any express or implied statutory term within an **Insured's** contract concerning quality, fitness for purpose or safety.

### 1.5. Mitigation

The **Insurer** will pay to or on behalf of an **Insured** any **Mitigation Costs** and **Mitigation Professional Fees** providing that the following are met:

- (i) notification of the relevant circumstance(s) is made to the **Insurer** by the **Insured** in accordance with Section 2.1 – Notice and Reporting of the **General Terms and Conditions** and in any event prior to the **Insured** incurring any **Mitigation Costs** or **Mitigation Professional Fees**;
- (ii) the **Insurer** shall have the right to participate in the handling of the mitigation efforts;
- (iii) the liability of the **Insurer** under this insuring clause shall not exceed the liability that would have existed if the **Claim** had been made against the **Insured** by a potential claimant.

### 1.6. Outstanding Fees

The **Insurer** will pay the **Insured's Outstanding Fees** in the event that a third party threatens to bring a **Claim** against such **Insured** for an amount greater than the **Outstanding Fees** and if the **Insured** attempts to recover such **Outstanding Fees**. Prior to the payment of any **Outstanding Fees** the **Insurer** may require the following:

- (i) that the **Insured** shall satisfy the **Insurer** that the payment of any **Outstanding Fees** is necessary to prevent a covered **Claim** during the **Policy Period**;
- (ii) that any payment shall be subject to prior written approval by the **Insurer**;
- (iii) that prior to the payment of the **Outstanding Fees**, the **Insured** must provide to the **Insurer** a written release from the third party that they will not bring a **Claim** against the **Insured** subject to the **Insurer** agreeing not to pursue the **Insured** for the **Outstanding Fees**; and
- (iv) that the **Insurer** shall only pay the **Insured** the amount of **Outstanding Fees** that are in excess of the **Retention**.

## 1.7. Patents

The **Insurer** will pay on behalf of any **Insured** all **Loss** resulting from any **Claim** for an unintentional infringement of a patent that is registered, or should have been registered in Israel and/or the European Union

## 2. Definitions

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The following definitions are specific to this **Technology Services & Technology Products Coverage Section**. All other definitions set out within Section 4.2 – Definitions of General Applicability of the **General Terms and Conditions** shall apply as stated.

### 2.1. Claim

Any:

- (i) written demand against an **Insured**; or
- (ii) civil, administrative or arbitral proceedings brought against an **Insured**

seeking **Damages** or any other legal remedy for a **Wrongful Act**.

Solely with respect to Insurance Cover 1.6 - Outstanding Fees, **Claim** shall also mean any written threat to bring any of the actions above.

### 2.2. Computer Records

Any **Data** stored within any:

- (i) computer, data processing equipment, or any of their respective components; or
- (ii) computer software.

### 2.3. Damages

Damages that the **Insured** is legally liable to pay resulting from a **Claim** as ascertained by:

- (i) judgments or arbitral awards rendered against the **Insured**;
- (ii) monies payable by the **Insured** pursuant to any settlement agreement negotiated by the **Company** and which is approved by the **Insurer**;

**Damages** shall include punitive or exemplary or multiple damages where insurable by law and any monetary amounts that an **Insured** is required by law or has agreed to by settlement or deposit into a consumer redress fund.

### 2.4. Data

Any electronically stored, digital or digitised information or media.

### 2.5. Defence Costs

Reasonable and necessary fees, costs and expenses which the **Insured** incurs with the prior consent of the **Insurer**, in relation to the investigation, response, defence, appeal and/or settlement of any **Claim** including court attendance costs incurred by or on behalf of the **Insured**.

**Defence Costs** shall not include the remuneration of any **Insured**, cost of their time or any other costs or overheads of the **Insured**.

### 2.6. Employee Dishonesty

Any fraudulent or dishonest act or omission not condoned, expressly or implicitly by the **Company** and that results in liability to the **Company**.

## 2.7. Intellectual Property

Copyright, trademark, database rights, design rights or registered domain in relation to software or software technology.

## 2.8. Insured

- (i) the **Company**;
- (ii) any natural person, who is or has been a principal, partner, director or officer of the **Company**;
- (iii) any **Employee**;
- (iv) any independent contractor, temporary contract labour, self-employed persons, labour-only sub-contractors, under the direction and direct supervision of the **Company** but only in relation to the **Technology Services** provided to the **Company**;
- (v) Any joint venture where the **Company** maintains operational control, but only to the extent of the **Company's** interest in such joint venture; and
- (vi) Any natural person or entity which the Insured is required by contract to add as an **Insured** under this **Policy** but only when and to the extent such natural person or entity is acting on behalf of the **Policyholder**;

but only when providing **Technology Services** in the foregoing capacities.

**Insured** also includes any estate or legal representative of any **Insured** described in (ii) and (iii) of this definition for **Loss** arising from a **Claim** against that **Insured** for a **Wrongful Act** committed when providing **Technology Services** on behalf of the **Policyholder**.

## 2.9. Insured Event

Any matter or event triggering coverage under this **Technology Services & Technology Products Coverage Section**.

## 2.10. Loss

- (i) **Damages** and **Defence Costs**;
- (ii) In respect of Insurance Cover 1.5 – Mitigation only, Loss shall also include **Mitigation Costs** and **Mitigation Professional Fees** to the extent that **Mitigation Costs** and **Mitigation Professional Fees** are covered under Insurance Cover 1.5 – Mitigation; and
- (iii) Any other amounts covered and payable under the Insurance Covers section or Extension section, but only to the extent set out in such section.

**Loss** shall not include:

- a. non-compensatory damages (except to the extent covered as **Damages**), multiple or liquidated damages;
- b. fines or penalties;
- c. the costs and expenses of complying with any order for, grant of or agreement to provide injunctive or other non-monetary relief;
- d. the remuneration of any **Insured**, cost of their time, or any other costs or overheads of the **Insured**.

## 2.11. Mitigation Costs

Reasonable and necessary payments made, with the **Insurer's** prior written consent, directly to the **Insured** for the principal purpose of avoiding a **Claim** by any potential claimant or to reduce potential **Damages** or compensation payable to a potential claimant provided that:

- (i) no **Claim** has been made; and

- (ii) such **Claim** if it were made would result in a legal liability of the **Insured** to pay damages or compensation to a potential claimant not otherwise excluded under this **Policy**.

## 2.12. Mitigation Professional Fees

Reasonable and necessary fees, costs and expenses incurred by the **Insured** with the **Insurer's** prior written consent in relation to appropriately qualified professionals appointed to negotiate and facilitate the payment of **Mitigation Costs**.

## 2.13. Outstanding Fees

Any fee that a third party is contractually obliged to pay to an **Insured** in return for **Technology Services** or **Technology Products** but which the third party refuses to pay because it is dissatisfied with the work done. **Outstanding Fees** does not include any element of profit, mark-up or liability for taxes.

## 2.14. Technology Services

Any:

- (i) software services;
- (ii) **Data** services;
- (iii) services that facilitate access to or the use of **Data** or software via the internet; or
- (iv) ancillary technology services including systems analysis and design, programming, systems integration, management and installation, training, strategic planning or project management;

provided by any **Insured** for a fee.

## 2.15. Technology Products

Any computer hardware, firmware, software or related electronic product, equipment or device:

- (i) sold, leased or otherwise supplied;
- (ii) licensed; or
- (iii) installed, modified or serviced;

by any **Insured** for a fee.

## 2.16. Technology Product Failure

Any actual or alleged breach of duty, act, error, misstatement, breach of confidentiality or misleading statements or omissions in connection with any **Technology Product**.

## 2.17. Wrongful Act

Any;

- (i) act, or failure to act, giving rise to civil liability;
- (ii) infringement of **Intellectual Property**;
- (iii) **Employee Dishonesty**; or
- (iv) **Technology Product Failure**;

occurring on or after the **Retroactive Date** and prior to the end of the **Policy Period** in the course of providing **Technology Services**.

### 3. Exclusions

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The following Exclusions are specific to this **Technology Services & Technology Products Coverage Section** and shall apply in addition to the Exclusions set out within Section 5 of the **General Terms and Conditions**.

The **Insurer** shall not be liable for **Loss** arising out of, based upon or attributable to:

#### 3.1. Anti-Trust

Any actual or alleged antitrust violation, restraint of trade or unfair competition.

#### 3.2. Assumed Liability, Guarantee, Warranty

Any:

- (i) guarantee or express warranty made by the **Insured**; or
- (ii) contractual liability or other obligation assumed or accepted by the **Insured** except to the extent that such liability would have attached in the absence of such contract.

This Exclusion 3.2 shall not apply to **Loss** arising from a **Claim** covered under Insurance Cover 1.4 - Contractual Liability.

#### 3.3. Bodily Injury/Property Damage

Any:

- (i) physical injury, sickness, disease or death; and if arising out of the foregoing, nervous shock, emotional distress, mental anguish or mental injury; or
- (ii) damage to or loss of or destruction of tangible property or loss of use thereof,

unless arising from an actual or alleged failure to achieve the legally required standard of care, diligence and expertise in performing **Technology Services** and **Technology Products**.

#### 3.4. Employment Practices Liability

Any of a **Company's** employment practices (including wrongful dismissal, discharge or termination, discrimination, harassment, retaliation or other employment-related claim).

#### 3.5. Government/ Regulatory Action

Any government, regulatory, licensing or commission action or investigation; unless relating solely to the performance of or failure to perform **Technology Services** or **Technology Products** for such entities.

#### 3.6. Infrastructure

- (i) mechanical failure;
- (ii) electrical failure, including any electrical power interruption, surge, brown out or black out; or
- (iii) telecommunications or satellite failure;

unless such failure arises solely from an act, error or omission committed by the **Insured**, in the performance of or failure to perform **Technology Services**.

#### 3.7. Insured vs Insured

Any **Claim** brought by or on behalf of any **Insured** or **Policyholder** against an **Insured** or the **Company**.

#### 3.8. Manufacturing Liability

Any products liability, including without limitation, manufacturing defects or the failure to warn of such defects.

### 3.9. Monetary Value

Any trading losses or trading liabilities; monetary value of any electronic fund transfers or transfers by or on behalf of the Insured.

### 3.10. Product Recall

Any requirement to withdraw, recall or dispose of any **Technology Products** or **Technology Services** from the market place or any loss of use arising out of such withdrawal, recall or disposal.

### 3.11. Patent/Trade Secret

Any:

- (i) Infringement of patents;
- (ii) Loss of rights to secure registration of patents;
- (iii) Misappropriation of trade secret,.

This Exclusion 3.11 shall not apply to **Loss** arising from a **Claim** covered under Insurance Cover 1.7 – Patents.

### 3.12. Securities Claims

Any actual or alleged violation of any law, regulation or rule (whether statutory or common law) relating to the ownership, purchase, sale or offer of, or solicitation of an offer to purchase or sell, securities.

### 3.13. Trade Debts

Any:

- (i) trading debt incurred by an **Insured**, or
- (ii) guarantee given by an **Insured** for a debt.

### 3.14. War & Terrorism

Any war, terrorism, invasion, military action (whether war is declared or not), civil war, mutiny, popular or military rising, insurrection, rebellion or revolution, military or usurped power or any action taken to hinder or defend against any of these events.

## 4. Conditions

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The following conditions are specific to this **Technology Services & Technology Products Coverage Section** and shall apply in addition to the conditions set out within the **General Terms and Conditions**.

### 4.1. Employee Dishonesty

The **Insured** shall at the request and expense of the **Insurer** take all reasonable steps to obtain reimbursement from any person committing or condoning any **Employee Dishonesty**.

Any monies which but for the **Employee Dishonesty** would be due to such persons from the **Insured** or any monies of such persons held by the **Insured** shall be deducted from any amount payable under this **Policy**.

The **Insurer** will not pay such **Loss** to any person committing or condoning **Employee Dishonesty** and **Loss** payable hereunder shall be in excess of amounts recoverable from the dishonest or fraudulent person or persons or their estates or legal representatives.

Nothing herein shall preclude the **Insurer** from exercising any right of subrogation against any person committing or condoning **Employee Dishonesty**.



ProfessionalEdge 2018 - Cyber Coverage

## Data Protection & Cyber Liability Coverage



This **Data Protection & Cyber Liability Coverage Section** only applies if shown as purchased on the **Schedule**.

In consideration of the payment of **Premium** or agreement to pay the **Premium**, the **Policyholder** and the **Insurer** agree as follows:

The **General Terms and Conditions** are incorporated by reference into, made a part of, and are expressly applicable to this **Data Protection & Cyber Liability Coverage Section**.

All cover under this **Data Protection & Cyber Liability Coverage Section** is **afforded solely with respect to (i) Claims first made against the Company and (ii) Insured Events first occurring during the Policy Period and reported to the Insurer as required by the General Terms and Conditions.**

The cover available under this **Data Protection & Cyber Liability Coverage Section** is subject to the Sub-limits specified in the Schedule.



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## 1. Insurance Covers

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### 1.1. Data Protection Investigation and Data Protection Fines

The **Insurer** will pay to or on behalf of any **Company**:

- (i) all **Defence Costs** incurred by the **Company** in connection with a **Regulatory Investigation** and **Data Protection Fines** that the **Company** is legally liable to pay in respect of a **Regulatory Investigation**; and
- (ii) any **Loss** arising out of a **PCI-DSS Assessment**.

### 1.2. Cyber Liability

The **Insurer** will pay to or on behalf of any **Insured** all **Loss** arising from any **Claim** against the **Insured** in respect of;

- (i) an actual or alleged **Breach of Confidential Information** by an **Insured** or an **Information Holder**;
- (ii) an actual or alleged **Security Failure**;
- (iii) a failure by the **Company** to notify a **Data Subject** and/or any **Regulator** of an unauthorised disclosure or transmission of **Personal Information** for which the **Company** is responsible in accordance with the requirements of any **Data Protection Legislation**.

## 2. Definitions

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The following definitions are specific to this **Data Protection & Cyber Liability Coverage Section**. All other definitions set out within Section 4.2 – Definitions of General Applicability of the **General Terms and Conditions** shall apply as stated.

### 2.1. Breach of Confidential Information

The unauthorised disclosure or transmission of **Confidential Information** for which the **Company** is responsible.

### 2.2. Claim

- (i) written demand against an **Insured**; or
  - (ii) civil, administrative or arbitral proceedings brought against an **Insured**;
- seeking **Damages** or other legal remedy.

### 2.3. Company's Computer System

- (i) any computer hardware, software or any components thereof that are linked together through a network of two or more devices accessible through the Internet or internal network or that are connected through data storage or other peripheral devices which are owned, operated, controlled or leased by the **Company**;
- (ii) any employee "Bring Your Own Device" used to access a **Company's Computer System** or **Data** contained therein; and
- (iii) any cloud service or other hosted computer resources, used by the **Company** and operated by a third party service provider under a written contract between such a third party service provider and the **Company**.

### 2.4. Confidential Information

**Corporate Information** and **Personal Information** in a **Company's** or **Information Holder's** care, custody or control or for which a **Company** or **Information Holder** is legally responsible.

## 2.5. Corporate Information

Any third party's items of information that are not available to the public and/or trade secrets, data, designs, forecasts, formulas, practices, processes, records, reports, documents subject to contractual or legal protection.

## 2.6. Cyber Terrorism

The premeditated use of disruptive activities against any **Company's Computer System** or network, or the explicit threat to use such activities, with the intention to cause harm and further social, ideological, religious, political or similar objectives, or to intimidate any person(s) in furtherance of such objectives. **Under no circumstances shall Cyber Terrorism include any such activities which are part of or in support of any military action, war or warlike operation.**

## 2.7. Damages

- (i) judgments, or arbitral awards rendered against the **Insured**;
- (ii) punitive or exemplary damages, where insurable by law;
- (iii) monies payable by an **Insured** pursuant to any settlement agreement negotiated by the **Company** and which is approved by the **Insurer**; or
- (iv) any monetary amounts that an **Insured** is required by law or has agreed to by settlement to deposit into a consumer redress fund;

and which the **Insured** is legally liable to pay resulting from a **Claim**.

## 2.8. Data

Any electronically stored digital or digitised information or media.

## 2.9. Data Protection Fines

Any lawfully insurable fines and/or penalties which are adjudicated by a **Regulator** to be payable by a **Company** for a breach of **Data Protection Legislation**.

**Data Protection Fines** shall not include any other type of civil or criminal fines and penalties.

## 2.10. Data Subject

Any natural person whose personal information has been either collected, stored or processed by or on behalf of the **Company**.

## 2.11. Data Protection Legislation

The Privacy Protection Act, 5741 - 1981 (Israel) and any subsequent legislation that alters, repeals or replaces such data protection act and all other equivalent laws and regulations relating to the regulation and enforcement of data protection and data privacy in any country.

## 2.12. Defence Costs

Reasonable and necessary legal fees, costs and expenses which the **Insured** incurs, with the prior written consent of the **Insurer**, in relation to the investigation, response, defence, appeal and/or settlement of a **Claim** or **Regulatory Investigation** made against the **Insured**.

**Defence Costs** shall not include the remuneration of any **Insured**, third party service provider or **Information Holder**, cost of their time or any other costs or overheads of the **Insured**, third party service provider or **Information Holder**.

### 2.13. Information Commissioner

The Database Registrar within the Israeli Law Information and Technology Authority (ILITA) or position that replaces such a role under laws and regulations relating to the regulation and enforcement of data protection and data privacy in Israel and any equivalent position in any other jurisdiction.

### 2.14. Information Holder

A third party that (i) a **Company** has provided **Confidential Information** to, or (ii) has received **Confidential Information** on behalf of a **Company**.

### 2.15. Insured

- (i) the **Company**;
- (ii) any natural person who is or has been a director, principal, partner or director (including any **Responsible Officer**) of the **Company** to the extent such person is or was acting in such capacity;
- (iii) any natural person who is or has been an employee of the **Company**;
- (iv) any independent contractor under the direction and supervision of the **Policyholder**, but only in relation to the services provided by the independent contractor to the **Policyholder**; and
- (v) any estates or legal representatives of any Insured described in (i), (ii) and (iii) of this definition to the extent that a **Claim** is brought against them in respect of an act, error or omission of such **Insured**.

### 2.16. Insured Event

Any matter or event triggering coverage under this **Data Protection & Cyber Liability Coverage Section**.

### 2.17. Loss

- (i) **Damages and Defence Costs**,
- (ii) **Data Protection Fines** which the **Insured** is legally liable to pay; and
- (iii) any other amounts covered and payable under the Insurance Covers section, but only to the extent set out in such section;

**Loss** shall not include:

- a. non-compensatory damages (except to the extent covered as **Damages**), multiple or liquidated damages;
- b. fines or penalties (except to the extent covered as **Damages** or in respect of **Data Protection Fines**);
- c. the costs and expenses of complying with any order for, grant of or agreement to provide injunctive or other non-monetary relief;
- d. costs or other amounts that the **Insured** is responsible for under a merchant services agreement, unless they are liable for such amounts in the absence of such agreement;
- e. discounts, service credits, rebates, price reductions, coupons, prizes, awards or other contractual or non-contractual incentives, promotions or inducements offered to the **Insured's** customers or clients; or
- f. the remuneration of any **Insured**, third party service provider or **Information Holder**, cost of their time, or any other costs or overheads of the **Insured**, third party service provider or **Information Holder**.

### 2.18. Personal Information

Any information that relates to a natural person and that is non-public information capable of individually identifying such natural person. **Personal Information** shall include a natural persons' name, email

address, telephone number, credit card or debit card number, account and other banking information, medical information, or any other data protected under any data privacy law or regulations.

### 2.19. PCI-DSS Assessment

Any written demand received by an **Insured** from a Payment Card Association or bank processing payment card transactions, for a monetary amount (including a contractual fine or penalty) to an **Insured** for non-compliance with generally accepted and published Payment Card Industry Standards for data security, which resulted in a **Breach of Confidential Information**.

### 2.20. Regulator

An **Information Commissioner** or statutory body established pursuant to **Data Protection Legislation** in any jurisdiction and which is authorised to enforce statutory obligations in relation to the collecting, storing, processing or control of **Confidential Information**. A **Regulator** shall also mean any other regulator who makes a demand on the **Insured** in relation to **Data Protection Legislation**.

### 2.21. Regulatory Investigation

Any formal or official action, investigation, inquiry or audit by a **Regulator** against an **Insured** once the **Insured** is identified in writing by the **Regulator** arising out of the use of suspected misuse of **Personal Information** or any aspects of the control, collection, storing or processing of **Personal Information** or delegation of data processing to an **Information Holder** which is regulated by **Data Protection Legislation**, **but shall not include any industry-wide, non-firm specific, inquiry or action**.

### 2.22. Security Failure

- (i) Any intrusion of, unauthorised access (including an unauthorised person using authorised credentials) to, or unauthorised use of (including by a person with authorised access) the **Company's Computer System**, including that which results in or fails to mitigate any:
  - a. denial of service attack or denial of access; or,
  - b. receipt or transmission of a malicious code, malicious software or virus; and
- (ii) the loss of **Data** arising from the physical theft or loss of hardware controlled by the **Company**.

## 3. Exclusions

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The following Exclusions are specific to this **Data Protection & Cyber Liability Coverage Module** and shall apply in addition to the Exclusions set out within Section 5 – Exclusions of the **General Terms and Conditions**.

The **Insurer** shall not be liable for **Loss** arising out of, based upon or attributable to:

### 3.1. Anti-Trust

Any actual or alleged antitrust violation, restraint of trade or unfair competition.

However, this Exclusion 3.1 shall not apply to any **Claim** for unfair competition arising from a **Regulatory Investigation**.

### 3.2. Assumed Liability, Guarantee, Warranty

Any guarantee, warranty, contractual term or liability assumed or accepted by an **Insured** under any contract or agreement except to the extent such liability would have attached to the **Insured** in the absence of such contract or agreement. However, this Exclusion 3.2 shall not apply to:

- (i) the obligation to prevent a **Security Failure**, or a **Breach of Confidential Information** under a contract;

- (ii) any liability or obligation under a confidentiality or disclosure agreement held within contracts with a third party with respect to any **Breach of Confidential Information**; or
- (iii) The obligation to comply with PCI-DSS standards.

### 3.3. **Bodily Injury and Property Damage**

Any:

- (i) physical injury, sickness, disease or death; however, this Exclusion 3.3 shall not apply in respect of nervous shock, emotional distress, mental anguish or mental injury, unless arising out of the foregoing;
- (ii) loss or destruction of tangible property, other than **Data**.

### 3.4. **Employment Practices Liability**

Any of a **Company's** employment practices (including wrongful dismissal, discharge or termination, discrimination, harassment, retaliation or other employment-related claim).

However, this Exclusion 3.4 shall not apply to any **Claim** by an individual to the extent such individual is alleging:

- (i) a **Breach of Confidential Information** in connection with such individual's employment or application for employment with a **Company**; or
- (ii) a failure to disclose a **Security Failure** or **Breach of Confidential Information**.

### 3.5. **Infrastructure**

Any;

- (i) electrical or mechanical failure of infrastructure not under the control of the **Insured**, including any electrical power interruption, surge, brownout or blackout. However, this does not apply to a **Company's Computer System**;
- (ii) failure of telephone lines, data transmission lines, or other telecommunications or networking infrastructure not under the control of an **Insured**;
- (iii) satellite failure.

### 3.6. **Governmental exclusion**

Any seizure, confiscation, nationalisation, or destruction of the **Company's Computer System** by order of any governmental or public body.

### 3.7. **Insured vs Insured**

Any **Claim** brought by or on behalf of any **Insured** or **Policyholder** against an **Insured** or the **Company**. However, this Exclusion 3.7 shall not apply to an actual or alleged breach of **Personal Information** of any employee, director, principal, partner or officer.

### 3.8. **Patent**

Any infringement of patents. This Exclusion 3.8 shall not apply to **Loss** arising out of a **Claim** against an **Insured** for a breach of **Corporate Information**.

### 3.9. **Trade Secret**

Any:

- (i) loss of rights to secure registration of patents;
- (ii) misappropriation of trade secrets;

due to an unauthorised disclosure by an **Insured**. This Exclusion 3.9 shall not apply to **Loss** arising out of a **Claim** against an **Insured** for a breach of **Corporate Information**.

### 3.10. Monetary Value

- (i) the theft of money or securities from an **Insured**; or
- (ii) the transfer or loss of money or securities from or to an **Insured's** accounts or accounts under an **Insured's** control, including customer accounts. Accounts shall include deposit, credit, debit, prepaid and securities brokerage accounts.

### 3.11. Securities Claims

Any actual or alleged violation of any law, regulation or rule (whether statutory or common law) relating to the ownership, purchase, sale or offer of, or solicitation of an offer to purchase or sell, securities.

However, this Exclusion 3.11 shall not apply to an actual or alleged **Claim** for failure to notify a **Regulator** of a **Breach of Confidential Information**.

### 3.12. War and Terrorism

Any war, terrorism (except **Cyber Terrorism**) invasion, military action (whether war is declared or not), civil war, mutiny, popular or military rising, insurrection, rebellion or revolution, military or usurped power or any action taken to hinder or defence against any of these events.

ProfessionalEdge 2018 - Cyber Coverage

## Network Interruption Coverage



This **Network Interruption Coverage Section** only applies if shown as purchased on the **Schedule**.

In consideration of the payment of **Premium** or agreement to pay the **Premium**, the **Insurer** and the **Policyholder** agree as follows.

The **General Terms and Conditions** are incorporated by reference into, made a part of, and are expressly applicable to this **Network Interruption Coverage Section**.

All cover under this **Network Interruption Coverage Section** is written on a primary basis and afforded **solely with respect to to Insured Events first occurring during the Policy Period and reported to the Insurer as required by the General Terms and Conditions and this Network Interruption Coverage Section.**

The cover available under this **Network Interruption Coverage Section** is subject to the Sub-limits specified in the Schedule



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## 1. Insurance Covers

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### 1.1. Network Interruption Loss

The **Insurer** will pay to the **Company** any **Network Loss** incurred by the **Company** and resulting from a **Material Interruption** to a **Company's Computer System**, provided that such **Network Loss** is incurred:

- (i) after the **Waiting Hours Period** has expired and during the **Material Interruption** subject to a maximum period of 120 days commencing from the expiry of the **Waiting Hours Period**; and/or
- (ii) for a period of 90 days which shall commence as at the resolution of the **Material Interruption**.

### 1.2. Interruption and Mitigation Costs

The **Insurer** will pay to or on behalf of the **Company** any **Network Interruption Costs** incurred after the **Waiting Hours Period** has expired in mitigating the impact of a **Material Interruption** to a **Company's Computer System**.

Such **Network Interruption Costs** can only be incurred during the **Material Interruption**, but subject to a maximum period of 120 days commencing from the expiry of the **Waiting Hours Period**.

## 2. Definitions

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The following definitions are specific to this **Network Interruption Coverage Section**. All other definitions set out within Section 4.2 – Definitions of General Applicability of the **General Terms and Conditions** shall apply as stated.

### 2.1. Company's Computers System

- (i) Any computer hardware, software or any other components thereof that are linked together through a network of two or more devices accessible through the Internet or internal network or that are connected through data storage or other peripheral devices which are owned, operated, controlled or leased by the **Company**.
- (ii) Any employee "Bring Your Own Device" used to access a **Company's Computer System** or **Data** contained therein.

### 2.2. Cyber Terrorism

The premeditated use of disruptive activities against any **Company's Computer System** or network, or the explicit threat to use such activities, with the intention to cause harm and further social, ideological, religious, political or similar objectives, or to intimidate any person(s) in furtherance of such objectives. **Under no circumstances shall Cyber Terrorism include any such activities which are part of or in support of any military action, war or warlike operation.**

### 2.3. Data

Any electronically stored digital or digitalised information or media.

### 2.4. Insured Event

Any matter or event triggering coverage under Section 1 – Insurance Covers of this **Network Interruption Coverage Section**.

### 2.5. Loss

Any amounts covered and payable under Section 1 - Insurance Covers of this **Network Interruption Coverage Section** but only to the extent set out in such section.

## 2.6. Material Interruption

- (i) The suspension or degradation of the service provided by the **Company's Computer System** solely caused by a **Security Failure**;
- (ii) the inability of the **Company** to access **Data** due to such **Data** being deleted, damaged, corrupted, altered or lost but only where caused by a **Security Failure**.

## 2.7. Network Interruption Costs

The reasonable and necessary costs and expenses that the **Company** incurs to minimise the **Network Loss** and/or reduce the impact of a **Material Interruption** of the service provided by a **Company's Computer System**, excluding the cost of any forensic or IT consultants.

## 2.8. Network Loss

- (i) The reduction in net income (whether or not arising from reduction in customers) that would have been earned; and
- (ii) expenses incurred, including payroll, in order to ensure continuation of the **Company's** normal operating procedure.

## 2.9. Security Failure

- (i) Any intrusion of, unauthorised access (including an unauthorised person using authorised credentials) to, or unauthorised use of (including by a person with authorised access) the **Company's Computer System**, including that which results in or fails to mitigate any:
  - a. denial of service attack or denial of access; or,
  - b. receipt or transmission of a malicious code, malicious software or virus;
- (ii) the loss of **Data** arising from the physical theft or loss of hardware controlled by the **Company**.

## 2.10. Waiting Hours Period

The number of hours as defined in the **Schedule**, commencing at the beginning of a **Material Interruption**.

# 3. Exclusions

---

The following Exclusions are specific to this **Network Interruption Coverage Section** and shall apply in addition to the exclusions set out within Section 5 – Exclusions of the **General Terms and Conditions**.

**The Insurer shall not be liable for Loss arising out of, based upon or attributable to:**

### 3.1. Anti-Trust

Any actual or alleged antitrust violation, restraint of trade or unfair competition.

### 3.2. Betterment

- (i) Any updating, upgrading, enhancing or replacing any **Company's Computer System** to a level beyond that which existed prior to the occurrence of a **Material Interruption**; or
- (ii) the removal of software program errors or vulnerabilities.

### 3.3. Bodily Injury & Property Damage

Any:

- (i) physical injury, sickness, disease or death;
- (ii) loss or destruction of tangible property, other than **Data**.

### 3.4. Business Conditions

The impact of unfavourable business conditions.

### 3.5. Natural Disaster

Any fire, smoke, explosion, lightening, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, Act of God or any other physical event howsoever caused.

### 3.6. Patent

Any infringement of patents.

### 3.7. Trade Secret

Any:

- (i) loss of rights to secure registration of patent;
- (ii) misappropriation of a trade secrets;

due to unauthorised disclosure by a **Company**.

### 3.8. Infrastructure

Any;

- (i) electrical or mechanical failure of infrastructure not under the control of the **Company**, including any electrical power interruption, surge, brownout or blackout. However, this does not apply to a **Company's Computer System**;
- (ii) failure of telephone lines, data transmission lines, or other telecommunications or networking infrastructure not under the control of a **Company**;
- (iii) satellite failure.

### 3.9. Third Parties

**Claims** made by third parties or penalties paid to third parties.

### 3.10. War and Terrorism

Any war, terrorism (except **Cyber Terrorism**) invasion, military action (whether war is declared or not), civil war, mutiny, popular or military rising, insurrection, rebellion or revolution, military or usurped power or any action taken to hinder or defence against any of these events.

## 4. Conditions

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The following conditions are specific to this **Network Interruption Coverage Module** and shall apply in addition to the conditions set out within the **General Terms and Conditions**.

### 4.1. Proof of Loss

In addition to the requirements to give notice to the **Insurer** under Section 3.1 - Notice and Reporting of the **General Terms and Conditions**, and before coverage under this **Network Interruption Coverage Section** shall apply, the **Company** must also:

- (i) complete and sign a written, detailed and affirmed proof of loss within one hundred and eighty (180) days after the resolution of the **Material Interruption** (unless this period is otherwise extended in writing by the **Insurer**) which will include:
  - a. a full description of the **Network Interruption Costs** or **Network Loss** and the circumstances of such **Network Interruption Costs** or **Network Loss**;

- b. a detailed calculation of any **Network Loss**; and
  - c. all underlying documents and materials that reasonably relate to or form a part of the basis of the proof of the **Network Interruption Costs** or **Network Loss**;
- (ii) upon the **Insurer's** request promptly respond to requests for information.

All adjusted claims are due and payable thirty (30) days after: the presentation of the satisfactory written proof of **Network Loss** and **Network Interruption Costs** as provided for in (a) and (b) above; and

The costs and expenses of establishing or proving **Network Loss** and/or **Network Interruption Costs** under this **Network Interruption Coverage Section**, including those associated with preparing the proof of loss, shall be the obligation of the **Company** and are not covered under this **Policy**. The **Insurer** will, however, meet the reasonable costs of the **Company's** auditors or external accountants in attending meetings and interviews and in providing such information as the **Insurer** shall request to verify and adjust the claim for **Network Loss** and/or **Network Interruption Costs** (as applicable).

#### 4.2. Appraisal

If the **Company** and the **Insurer** disagree on the extent of **Network Loss** or **Network Interruption Costs**, either may make a written demand for an appraisal of such **Network Loss** or **Network Interruption Costs**. If such demand is made, each party will select a competent and impartial appraiser. The appraisers will then jointly select an expert who has not less than ten (10) years' standing and who is a partner in a major international accounting firm, experienced in assessing loss of this nature. Each appraiser will separately state the extent of **Network Loss** or **Network Interruption Costs**. If they fail to agree, they will submit their differences to the expert. Any decision by the expert will be final and binding.

The **Company** and the **Insurer** will (i) pay their own costs, including the costs of their respective chosen appraiser, and (ii) bear the expenses of the expert equally.

ProfessionalEdge 2018 - Cyber Coverage

## Event Management Coverage



This **Event Management Coverage Section** only applies if shown as purchased on the **Schedule**.

In consideration of the payment of **Premium**, or agreement to pay the **Premium**, the **Policyholder** and the **Insurer** agree as follows.

The **General Terms and Conditions** are incorporated by reference into, made a part of, and are expressly applicable to this **Event Management Coverage Section**.

All coverages under this **Event Management Coverage Section** are written specifically on a primary basis and cover under this **Event Management Coverage Section** is afforded **solely with respect to Insured Events** first occurring during the **Policy Period** and reported to the **Insurer** as required by the **General Terms and Conditions**.

The cover under this **Event Management Coverage Section** is subject to the Sub-limits specified in the **Schedule**.



Bring on tomorrow

## 1. Insurance Covers

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### 1.1. Event Management

The **Insurer** will pay to or on behalf of the **Company** all **Loss** for:

- (i) **Legal Services;**
- (ii) **IT Services;**
- (iii) **Data Restoration;**
- (iv) **Reputational Protection Services;**
- (v) **Notification Costs;** and,
- (vi) **Credit Monitoring and ID Monitoring;**

incurred solely as a result of an **Insured Event** that has occurred or is reasonably believed by the **Company** and the **Insurer** to have occurred.

Such fees, costs and expenses will only be paid by the **Insurer** to the extent that they are incurred within one year from the date of notification to the **Insurer** of the **Insured Event** in accordance with the **General Terms and Conditions**.

## 2. Definitions

---

The following definitions are specific to this **Event Management Coverage Section**. All other definitions set out within Section 4.2 – Definition of General Applicability of the **General Terms and Conditions** shall apply as stated.

### 2.1. Breach of Confidential Information

The unauthorised disclosure or transmission of any **Confidential Information** for which the **Company** is responsible.

### 2.2. Company's Computer System

- (i) Any computer hardware, software or any components thereof that are linked together through a network of two or more devices accessible through the Internet or internal network or that are connected through data storage or other peripheral devices which are owned, operated, controlled or leased by the **Company**;
- (ii) any employee "Bring Your Own Device" used to access a **Company's Computer System** or **Data** contained therein; and,
- (iii) any cloud service and other hosted computer resources, used by the **Company** and operated by a third party service provider under a written contract between such third party service provider and the **Company**.

### 2.3. Confidential Information

**Corporate Information** and **Personal Information** in a **Company's** or **Information Holder's** care, custody or control or for which a **Company** or **Information Holder** is legally responsible.

### 2.4. Corporate Information

Any third party's items of information that are not available to the public and/or trade secrets, data, designs, forecasts, formulas, practices, processes, records, reports, documents subject to contractual or legal protection.

## 2.5. Credit Monitoring and ID Monitoring

Following notification to **Data Subjects** under **Notification Costs**, all reasonable and necessary fees, costs and expenses incurred by the **Insured**, with the **Insurer's** prior written consent, for credit or identity theft monitoring services to identify possible misuse of any **Personal Information** as a result of an actual or suspected **Breach of Confidential Information**, including the reasonable and necessary premium for any identity theft insurance.

## 2.6. Crisis Consultant

Any consultant appointed by the **Insurer** or the **Response Advisor**, or any other consultant appointed by the **Company** that has been approved by the **Insurer** in advance of such appointment, to provide **Reputational Protection Services**.

## 2.7. Cyber Terrorism

The premeditated use of disruptive activities against any **Company's Computer System** or network, or the explicit threat to use such activities, with the intention to cause harm and further social, ideological, religious, political or similar objectives, or to intimidate any person(s) in furtherance of such objectives. **Under no circumstances shall Cyber Terrorism include any such activities which are part of or in support of any military action, war or warlike operation.**

## 2.8. Data

Any electronically stored digital or digitalised information or media.

## 2.9. Data Protection Legislation

The Privacy Protection Act, 5741 - 1981 (Israel) and any subsequent legislation that alters, repeals or replaces such data protection act and any and all other equivalent laws and regulations relating to the regulation and enforcement of data protection and data privacy in any country.

## 2.10. Data Restoration

Actions taken by or on behalf of the **Company** to:

- (i) determine whether any **Data** held by the **Company**, can or cannot be restored or recreated;
- (ii) restore or recreate any **Data** held by the **Company**, where such **Data** is not machine readable or is corrupted; or,
- (iii) reload and re-customise licensed software operated by the **Company** where the licensed software is not machine readable.

## 2.11. Data Subject

Any natural person whose **Personal Information** has been either collected, stored or processed by or on behalf of the **Company**.

## 2.12. Information Commissioner

The Database Registrar within the Israeli Law Information and Technology Authority (ILITA) or position that replaces such a role under laws and regulations relating to the regulation and enforcement of data protection and data privacy in Israel and any equivalent position in any other jurisdiction.

## 2.13. Information Holder

A third party that (i) a **Company** has provided **Confidential Information** to, or (ii) has received **Confidential Information** on behalf of a **Company**.

## 2.14. Insured

- (i) the **Company**;

- (ii) any natural person who is or has been a director, principal, partner or director (including any **Responsible Officer**) of the **Company** to the extent such person is or was acting in such capacity;
- (iii) any natural person who is or has been an employee of the **Company**;
- (iv) any independent contractor under the direction and supervision of the **Policyholder** but only in relation to the services provided by the independent contractor to the **Policyholder**; and
- (v) any estates or legal representatives of any Insured described in (i), (ii) and (iii) of this definition to the extent that a **Claim** is brought against them in respect of an act, error or omission of such **Insured**.

## 2.15. Insured Event

Any:

- (i) **Breach of Confidential Information**;
- (ii) **Security Failure**, or;
- (iii) **Operational Failure**.

## 2.16. IT Services

Action taken by an **IT Specialist** to:

- (i) substantiate whether a **Security Failure** or **Operational Failure** has occurred, how it occurred and whether it is still occurring;
- (ii) identify whether such **Security Failure** or **Operational Failure** has resulted in a **Breach of Confidential Information** and identifying any compromised **Data**;
- (iii) establish the extent to which the **Confidential Information** may have been compromised; and
- (iv) contain and resolve an **Insured Event** and making recommendations to prevent or mitigate.

## 2.17. IT Specialist

An Information Technology services firm appointed by the **Company** that has been approved in advance of such appointment by the **Insurer**.

## 2.18. Legal Services

Services provided by a **Response Advisor** for the purpose of:

- (i) co-ordinating the **IT Specialist** or **Crisis Consultants**, advising, notifying and corresponding on any notification requirements with any relevant **Regulator**; or,
- (ii) monitoring complaints raised by **Data Subjects** and advising the **Insured** on responses to an **Insured Event** for the purposes of minimising harm to the **Company**, including actions taken to maintain and restore public confidence in the **Company**.

## 2.19. Loss

Reasonable fees, costs and expenses covered under Insurance Cover 1.1 – Event Management of this **Event Management Coverage Section**, but only to the extent set out in Insurance Cover 1.1 – Event Management.

## 2.20. Newsworthy Event

The actual or threatened public communication or reporting in any media which arises directly out of an actual or potential or suspected **Insured Event**, which is likely to bring the **Company** or any **Insured** into disrepute or tarnish its reputation and/or damage public confidence in the **Company**.

## 2.21. Notification Costs

Costs associated with:



- (i) setting up and operating call centres;
- (ii) preparation and notification to **Data Subjects** and/or any relevant **Regulator**; and,
- (iii) the investigation and collation of information;

incurred as a result of any actual or suspected **Breach of Confidential Information**.

## 2.22. Operational Failure

Any accidental, negligent or unintentional act or failure to act by an employee of the **Company** or an employee of any third party service provider whilst operating, maintaining or upgrading the **Company's Computer System**.

## 2.23. Personal Information

Any information that relates to a natural person and that is non-public information capable of individually identifying such natural person. **Personal Information** shall include a natural persons' name, email address, telephone number, credit card or debit card number, account and other banking information, medical information, or any other data protected under any data privacy law or regulations.

## 2.24. Regulator

An **Information Commissioner** or statutory body established pursuant to **Data Protection Legislation** in any jurisdiction and which is authorised to enforce statutory obligations in relation to the collecting, storing, processing or control of **Confidential Information**. A **Regulator** shall also mean any other regulator who makes a demand on the **Insured** in relation to **Data Protection Legislation**.

## 2.25. Reputational Protection Services

Advice and support from a **Crisis Consultant** (including advice concerning media strategy and independent public relations services) in order to mitigate or prevent the potential adverse effect, or reputational damage, of a **Newsworthy Event** including the design and management of a communications strategy.

## 2.26. Response Advisor

Any law firm appointed by the **Insurer**, or any other law firm appointed by the **Company** that has been approved by the **Insurer** in advance of such appointment, to provide **Legal Services**.

## 2.27. Security Failure

- (i) Any intrusion of, unauthorised access (including an unauthorised person using authorised credentials) to, or unauthorised use of (including by a person with authorised access) the **Company's Computer System**, including that which results in or fails to mitigate any:
  - a. denial of service attack or denial of access; or,
  - b. receipt or transmission of a malicious code, malicious software or virus;
- (ii) the loss of **Data** arising from the physical theft or loss of hardware controlled by the **Company**.

# 3. Exclusions

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The following exclusions are specific to this **Event Management Coverage Section** and shall apply in addition to the exclusions set out within Section 5 – Exclusions of the **General Terms and Conditions**.

The **Insurer** shall not be liable for any **Loss** arising out of, based upon or attributable to:

## 3.1. Anti-Trust

Any actual or alleged antitrust violation, restraint of trade or unfair competition.

### 3.2. **Betterment**

- (i) Any updating, upgrading, enhancing or replacing any **Company's Computer System** to a level beyond that which existed prior to the occurrence of a **Security Failure** or **Operational Failure**; or
- (ii) The removal of software program errors or vulnerabilities.

### 3.3. **Bodily Injury & Property Damage**

Any:

- (i) physical injury, sickness, disease or death;
- (ii) loss or destruction of tangible property, other than **Data**.

### 3.4. **Infrastructure**

Any:

- (i) electrical or mechanical failure of infrastructure not under the control of the **Insured**, including any electrical power interruption, surge, brownout or blackout. However, this does not apply to a **Company's Computer System**; failure of telephone lines, data transmission lines, or other telecommunications or networking infrastructure not under the control of an **Insured**;
- (ii) satellite failure.

### 3.5. **Patent**

Any infringement of patents;

### 3.6. **Trade Secret**

Any;

- (i) loss of rights to secure registration of patents
- (ii) misappropriation of trade secrets;

due to an unauthorised disclosure by an **Insured**.

### 3.7. **War and Terrorism**

Any war, terrorism (except **Cyber Terrorism**) invasion, military action (whether war is declared or not), civil war, mutiny, popular or military rising, insurrection, rebellion or revolution, military or usurped power or any action taken to hinder or defence against any of these events.

ProfessionalEdge 2018 - Cyber Coverage

## Cyber Extortion Coverage



This **Cyber Extortion Coverage Section** only applies if shown as purchased on the **Schedule**.

In consideration of the payment of **Premium** or agreement to pay the **Premium**, the **Policyholder** and the **Insurer** agree as follows.

The **General Terms and Conditions** are incorporated by reference into, made a part of, and are expressly applicable to this **Cyber Extortion Coverage Section**.

All cover under this **Cyber Extortion Coverage Section** is afforded **solely with respect to Insured Events first occurring during the Policy Period** and reported to the **Insurer** as required by the **General Terms and Conditions** and by this **Cyber Extortion Coverage Section**.

The cover available under this **Cyber Extortion Coverage Section** is subject to the Sub-limits specified in the **Schedule**.



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## 1. Insurance Covers

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### 1.1. Cyber Extortion

The **Insurer** will pay to or on behalf of the **Company** all **Loss** that an **Insured** incurs solely as a result of an **Extortion Threat**.

## 2. Definitions

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The following definitions are specific to this **Cyber Extortion Coverage Section**. All other definitions set out within Section 4.2 – Definitions of General Applicability of the **General Terms and Conditions** shall apply as stated.

### 2.1. Company's Computer System

- (i) Any computer hardware, software or any components thereof that are linked together through a network of two or more devices accessible through the Internet or internal network or that are connected through data storage or other peripheral devices which are owned, operated, controlled or leased by the **Company**.
- (ii) any employee "Bring Your Own Device" used to access a **Company's Computer System** or **Data** contained therein; and
- (iii) any cloud service and other hosted computer resources, used by the **Company** and operated by a third party service provider under a written contract between such a third party service provider and the **Company**.

### 2.2. Cyber Extortion Advisor

The firm listed in the **Schedule**.

### 2.3. Cyber Terrorism

The premeditated use of disruptive activities against any **Company's Computer System** or network, or the explicit threat to use such activities, with the intention to cause harm and further social, ideological, religious, political or similar objectives, or to intimidate any person(s) in furtherance of such objectives. **Under no circumstances shall Cyber Terrorism include any such activities which are part of or in support of any military action, war or warlike operation.**

### 2.4. Data

Any electronically stored digital or digitalised information or media.

### 2.5. Extortion Threat

Any threat to a **Company's Computer System**, including any threat to:

- (i) release, divulge, disseminate, destroy or use **Data** acquired through the unauthorised access or use of the **Company's Computer System**;
- (ii) introduce a malicious code into a **Company's Computer System** or use the **Company's Computer System** as a vehicle to transmit malicious code;
- (iii) corrupt, damage or destroy the **Company's Computer System**;
  - a. electronically communicate with the **Company's** customers and falsely claim to be the **Insured** or acting under the direction of the **Insured** in order to falsely obtain personal information of the **Company's** customers (also known as "pharming", "phishing", or other types of false communications);
  - b. restrict or hinder access to the **Company's Computer System**; or

- c. disclose electronic or non-electronic **Confidential Information**,
- (iv) execute a denial of service attack on the **Company's Computer System**.

that involves an actual or threatened unauthorised access by a third party to the **Company's Computer System** causing financial and reputational harm to the **Company**.

**Extortion Threat** shall also include any connected series of such threats communicated to the **Insured**.

## 2.6. Insured

- (i) the **Company**;
- (ii) any natural person who is or has been a director, principal, partner or director (including any **Responsible Officer**) of the **Company** to the extent such person is or was acting in such capacity;
- (iii) any natural person who is or has been an employee of the **Company**;
- (iv) any independent contractor under the direction and supervision of the **Policyholder**, but only in relation to the services provided by the independent contractor to the **Policyholder**; and
- (v) any estates or legal representatives of any Insured described in (i), (ii) and (iii) of this definition to the extent that a **Claim** is brought against them in respect of an act, error or omission of such **Insured**.

## 2.7. Insured Event

Any matter or event triggering coverage under Section 1 – Insurance Covers of this **Cyber Extortion Coverage Section**.

## 2.8. Loss

Any:

- (i) any cash, monetary instrument or the fair market value of any property or services which the **Insured** has paid, to prevent or end an **Extortion Threat**.
- (ii) reasonable and necessary fees, costs and expenses of the **Cyber Extortion Advisor** to conduct an investigation to determine the cause of and to end an **Extortion Threat**.

# 3. Exclusions

---

The following exclusions are specific to this **Cyber Extortion Coverage Section** and shall apply in addition to the exclusions set out within Section 5 – Exclusions of the **General Terms and Conditions**.

The **Insurer** shall not be liable for any **Loss** arising out of, based upon or attributable to:

### 3.1. Anti-trust

Any actual or alleged antitrust violation, restraint of trade or unfair competition.

### 3.2. Bodily Injury and Property Damage

Any:

- (i) physical injury, sickness, disease or death. However this Exclusion 3.2 shall not apply in respect of nervous shock, emotional distress, mental anguish or mental injury unless arising out of the foregoing; or
- (ii) loss or destruction of tangible property, other than **Data**.

### 3.3. Government Entity or Public Authority

Any **Extortion Threat** made by any government entity or public authority.

### 3.4. Infrastructure

Any:

- (i) electrical or mechanical failure of infrastructure not under the control of the **Insured**, including any electrical power interruption, surge, brownout or blackout. However, this does not apply to a **Company's Computer System**;
- (ii) failure of telephone lines, data transmission lines, or other telecommunications or networking infrastructure not under the control of an Insured;
- (iii) satellite failure.

### 3.5. Patent

Any infringement of patents.

### 3.6. Trade Secret

Any:

- (i) loss of rights to secure registration of patents;
- (ii) misappropriation of trade secrets;

due to an unauthorised disclosure by an **Insured**.

### 3.7. War and Terrorism

Any war, terrorism (except **Cyber Terrorism**) invasion, military action (whether war is declared or not), civil war, mutiny, popular or military rising, insurrection, rebellion or revolution, military or usurped power or any action taken to hinder or defence against any of these events.

## 4. Conditions

---

The following conditions are specific to this **Cyber Extortion Coverage Module** and shall apply in addition to the conditions set out within the **General Terms and Conditions**.

### 4.1. Notice

In addition to the requirements at Section 3.1 – Notice and Reporting of the **General Terms and Conditions**, it is a condition to liability under this **Cyber Extortion Coverage Section** that in the event of an **Extortion Threat** the **Insured** shall immediately inform the **Cyber Extortion Advisor** by contacting the number specified in the **Schedule** and shall provide all relevant information as soon as possible to the **Cyber Extortion Advisor**.

### 4.2. Confidentiality

The **Policyholder** and the **Insured** will use all reasonable efforts not to disclose the existence of this **Policy**.

### 4.3. Regulatory Notifications

The **Insured** shall allow the **Insurer** (or the **Insurer's** nominated representatives) to notify the police or other responsible law enforcement authorities of any **Extortion Threat**.

ProfessionalEdge 2018

## General Terms and Conditions



In consideration of the payment of the **Premium**, or agreement to pay the **Premium**, the **Insurer** and the **Policyholder** agree as follows:

These **General Terms and Conditions** shall apply to all **Coverage Sections**, unless a **Coverage Section** states specifically that all or part of these **General Terms and Conditions** shall not apply to such specific **Coverage Section**. The terms, conditions and limitations set forth in each **Coverage Section** shall only apply to that particular **Coverage Section**. The definitions shall have the meaning given to them either in Section 4.1 of these **General Terms and Conditions** or in the **Coverage Section** it is used in.



Bring on tomorrow

## 1. Limits and Retentions

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### 1.1. Limits of Liability

The total amount payable by the **Insurer** under this **Policy** for all **Claims, Insured Events** or **Optional Discovery Period**, in the aggregate during the **Policy Period** shall not exceed the **Limit of Liability**. Sub-limits of liability, **Extensions** (where applicable) are part of that amount and are not payable in addition to the **Limit of Liability**. Any payments of Loss under any **Coverage Section** shall erode the **Limit of Liability**. The inclusion of more than one **Insured** under this **Policy** does not operate to increase the total amount payable by the **Insurer** under this **Policy**.

Where a sub-limit of liability is stated under Policy Extensions the **Schedule**, then each such sub-limit shall be the maximum limit of the **Insurer's** liability for all **Losses** or other amounts payable arising out of all **Claims** and **Insured Events** during the **Policy Period** in relation to the insurance cover or extension within the **Coverage Section(s)** to which the sub-limit applies.

### 1.2. Retentions

The **Insurer** shall only indemnify the **Policyholder** for **Losses** incurred in excess of the **Retention**. For the avoidance of doubt, the **Retention** also applies to **Defence Costs**. The **Insurer** may, in its sole and absolute discretion, advance all or part of the **Retention**, and, in that event, such amounts shall be reimbursed to the **Insurer** by the **Company** forthwith.

The **Retention** is to be borne by the **Policyholder** and shall remain uninsured. In the event that a **Single Claim** triggers more than one **Retention** (including any **Waiting Hours Period**) then, as to such **Single Claim**, the highest monetary amount of such **Retentions** shall be the **Retention** applicable to the **Loss**.

The **Retentions** applicable to each **Coverage Section** are set in the **Schedule** and the application of a **Retention** to a **Loss** under one **Coverage Section** shall not reduce the **Retention** under any other **Coverage Section**.

### 1.3. Subrogation

Where any amount is paid under this **Policy** in respect of a **Claim** or **Insured Event**, the **Insurer** shall be subrogated to all rights of recovery of the **Insured** (to the extent that **Insured** was compensated). The **Insurer** shall be entitled to pursue and enforce such rights and the **Insured** shall provide the **Insurer** with all reasonable assistance and co-operation in this regard including the execution of any necessary documents. The **Insured** shall not do anything to prejudice the **Insurer's** rights of recovery. The **Insurer** may at its sole discretion waive, by written agreement, any of its rights of subrogation pursuant to this Section 1.3 -- Subrogation.

### 1.4. Recovery of Limits

In the event the **Insurer** recovers amounts it paid under this **Policy**, the **Insurer** shall reinstate the **Limits of Liability** of this **Policy** to the extent of such recovery, less its costs incurred in administering and obtaining such recovery. The **Insurer** assumes no duty to seek a recovery of any amounts paid under this **Policy**.

### 1.5. Automatic Discovery Period

The **Policyholder** will be entitled to a **Discovery Period** automatically for a period of sixty (60) days if this **Policy** is not renewed or replaced (the "**Automatic Discovery Period**"). The **Automatic Discovery Period** is non-cancellable and shall not apply if this **Policy** is avoided, rescinded or cancelled. The **Automatic Discovery Period** shall not apply where an **Optional Discovery Period** has been purchased or to any **Claim** or **Insured Event** covered under any renewal or replacement of this **Policy** (or any policy providing similar cover), or to any **Claim** or **Insured Event** that would have been covered, but for the exhaustion of the amount of insurance applicable to such **Claim** or **Insured Event** that is within any applicable **Retention**.



## 1.6. Optional Discovery Period

Solely with respect to the **Professions, Media Liability, Technology Services & Technology Products** and **Data Protection & Cyber Liability Coverage Sections**, the **Policyholder** shall be entitled to purchase a **Discovery Period** of a period up to three (3) years if this **Policy** is not renewed or replaced (the "**Optional Discovery Period**"). Provided that the **Policyholder** makes a request for such an **Optional Discovery Period** and makes payment of the applicable additional premium amount being:

- (iii) one hundred percent (100%) of the **Full Annual Premium**, for a period of one (1) year;
- (iv) one hundred and seventy-five percent (175%) of the **Full Annual Premium**, for a period of two (2) years; or
- (v) two hundred percent (200%) of the **Full Annual Premium**, for a period of three (3) years;

If the **Policyholder** exercises its rights to purchase an **Optional Discovery Period**, that period incept at the end of the **Policy Period** and there shall be no **Automatic Discovery Period**. The right to purchase an **Optional Discovery Period** shall terminate unless written notice of election, together with any additional premium due, is received by the **Insurer** no later than thirty (30) days after the effective date of the cancellation or non-renewal. The **Optional Discovery Period** shall not apply to any **Claim** or **Insured Event** covered under any renewal or replacement of this **Policy** or any policy providing similar cover, or to any **Claim** or **Insured Event** that would have been covered, but for the exhaustion of the amount of insurance applicable to such **Claim** or **Insured Event** that is within any applicable **Retention**.

For the purposes of this Section 1.6 – Optional Discovery Period, "**Full Annual Premium**" means the **Premium** plus any additional premium charged for any **Endorsements** applied to the **Policy** during the **Policy Period**.

Any **Discovery Period** cannot be cancelled and any additional premium charged for an **Optional Discovery Period** shall be fully earned at inception of the **Optional Discovery Period**.

## 2. Claims

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### 2.1. Notice and Reporting

The cover provided under this **Policy** is granted solely with respect to (i) **Claims** first made against an **Insured**, and (ii) **Insured Events** first occurring during the **Policy Period**, or any applicable **Automatic Discovery Period** or **Optional Discovery Period** or which are deemed to have been so first made or have so occurred under Section 6.2 – Related Claims, Insured Events or Circumstances.

The **Insured** shall, as soon as possible, provide written notice to the **Insurer** of:

- (i) any **Claim** first made against the **Insured** or any **Insured Event** as soon as practicable, after the **Company's Responsible Officer** first becomes aware of such a **Claim** or other **Insured Event**;
- (ii) any circumstances that the **Company's Responsible Officer** may become aware of and which may reasonably be expected to give rise to a **Claim** or an **Insured Event**.

In all events, notice must be given no later than:

- (i) sixty (60) days after the end of the **Policy Period**; or
- (ii) prior to the expiry of the **Automatic Discovery Period**, or where purchased, the **Optional Discovery Period**.

All notifications must be in writing to:

AIG Israel Insurance Company Ltd Commercial Claims Department 25 Hasivim St., Kiryat Matalon Petah Tikva 491001, P.O.B 535 by e-mail to [AIGIL.CommercialClaims@aig.com](mailto:AIGIL.CommercialClaims@aig.com)

## 2.2. Related Claims, Insured Events or Circumstances

If notice of a **Claim**, an **Insured Event** or circumstance is given as required by this **Policy** then any subsequent **Claim**, **Insured Event** or circumstance that constitutes a **Single Claim** with that **Claim**, **Insured Event** or circumstance shall be deemed to have first been made at the same time as that **Claim** was first made, **Insured Event** first occurred or circumstance was first notified, and reported to the **Insurer** at the time the required notices were first provided.

## 2.3. Defence/Settlement

The **Insurer** has the right but no obligation to defend, and the **Insured(s)** shall defend and contest any **Claim** made against them unless the **Insurer**, elects in writing to take over and conduct the defence and settlement of any **Claim**. If the **Insurer** does not so elect, it shall be entitled, but not required, to participate fully in such defence and the negotiation of any settlement that involves or appears reasonably likely to involve the **Insurer** making a payment under this **Policy**

In the event that legal representation is necessary in relation to any **Claim** or **Insured Event** then the **Insurer**, in coordination with the Insured, shall select one of its legal panel to provide such legal representation. The **Insurer** has the right at any time after notification of a **Claim** or **Insured Event** to make a payment to the **Insured** of the unpaid balance of the **Limit of Liability**, and upon making such payment, all obligations of the **Insurer** to the **Insured** under this **Policy**, including, if any, those relating to defence of such **Claim** or **Insured Event**, shall cease.

## 2.4. Insurer's Consent

The **Insured** shall not admit or assume any liability, enter into any settlement agreement, consent to any judgment, incur any **Defence Costs** or incur any amounts where consent is required under any **Coverage Section** without the prior written consent of the **Insurer** (which shall not be unreasonably withheld or denied, provided that the **Insurer** shall be entitled to exercise all of its rights under the **Policy**). Only liabilities, settlements, judgments and **Defence Costs** consented to by the **Insurer**, and judgments resulting from **Claims** defended in accordance with this **Policy** or other **Insured Events** handled in accordance with this **Policy**, shall be recoverable as **Loss** under this **Policy**.

Compliance with a legal obligation to give notice in respect of an actual or potential breach of **Data Protection Legislation** will not be considered as an admission of liability for the purposes of this Section 2.4 – Insurer's Consent.

## 2.5. Insured's Consent

The **Insurer** may make any settlement of any **Claim** or **Insured Event** it deems expedient with respect to any **Insured**, subject to such **Insured's** written consent (which shall not be unreasonably withheld or denied). If any **Insured** unreasonably withholds or denies consent to such settlement, the **Insurer's** liability for all **Loss** on account of such **Claim** or **Insured Event** shall not exceed the amount for which the **Insurer** could have settled such **Claim** or **Insured Event**, plus **Defence Costs** incurred as of the date such settlement was proposed in writing by the **Insurer**, less coinsurance (if any) and the applicable **Retention**.

## 2.6. Cooperation

The **Insured** will at their own cost: (i) render all reasonable assistance to the **Insurer** and co-operate in the investigation, defence, settlement or appeal of any **Claim** or **Insured Event** and the assertion of indemnification and contribution rights; (ii) use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any **Loss** under this **Policy**; (iii) give such information and assistance to the **Insurer** as the **Insurer** may reasonably require to enable it to investigate any **Loss** or determine the **Insurer's** liability under this **Policy**.

## 2.7. Other Insurance

With the exception of **Coverage Sections** specifically stated to be written on a primary basis, all other **Coverage Sections** of this **Policy** shall always apply excess over any other valid and collectible insurance unless such other insurance is expressly written to be excess over the **Limit of Liability** provided by this **Policy**.

## 2.8. Allocation

In the event that any **Claim** or **Insured Event** involves both covered matters and matters not covered under this **Policy**, a fair and proper allocation of any cost of defence, damages, judgments and/or settlements shall be made between each **Insured** and the **Insurer** taking into account the relative legal and financial exposures attributable to covered matters and matters not covered under this **Policy**.

# 3. General Provisions

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## 3.1. Cancellation by Policyholder

This **Policy** may be cancelled by the **Policyholder** providing written notice to the **Insurer**. If no **Claim** has been made or **Insured Event** has arisen and no circumstance has been notified prior to such cancellation, the **Insurer** shall retain the pro-rata proportion of **Premium** due for time on risk. Otherwise, the **Premium** shall not be returned and shall be deemed fully earned at the inception date.

## 3.2. Cancellation by Insurer

This **Policy** may not be cancelled by the **Insurer** except for non-payment of the **Premium** by the **Policyholder**.

## 3.3. Insolvency

Insolvency, receivership or bankruptcy of any **Insured** shall not relieve the **Insurer** of any of its obligations hereunder.

## 3.4. Policy Administration

The **Policyholder** shall act on behalf of each and every **Insured** with respect to: (1) negotiating the terms and conditions of and binding cover; (2) the exercise of all rights of **Insureds** under this **Policy**; (3) all notices; (4) **Premiums**; (5) **Endorsements** to this **Policy**; (6) the appointment of a member of the legal panel to defend a **Claim** or in relation to an **Insured Event**; (7) dispute resolution; and (8) the receipt of all amounts payable to an **Insured** by the **Insurer** under this **Policy**.

## 3.5. Assignment

This **Policy** and any rights under or in respect of it cannot be assigned without the prior written consent of the **Insurer**.

## 3.6. Governing Law

This **Policy** and any disputes or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Israel.

## 3.7. Rights of Third Parties

Subject to Sections 68 and 69 of the Insurance Contract Law, 5741 - 1981, nothing in this **Policy** is intended to confer a directly enforceable benefit on any third party other than an **Insured**, whether pursuant to the fourth chapter of the Contracts Law (General Part), 5733 - 1973 or otherwise.

## 3.8. Interpretation

The descriptions in the headings and titles of this **Policy** are solely for reference and convenience and do not lend any meaning to this contract. Words and expressions in the singular shall include the plural and

vice versa. Words following the terms including, include or any similar expression shall be construed as illustrative. All references to specific legislation include amendments to and re-enactments of such legislation and similar legislation in any jurisdiction in which a **Claim** is made or an **Insured Event** occurs. References to positions, offices or titles shall include their equivalents in any jurisdiction in which **Claim** is made or an **Insured Event** occurs. Words in **bold** typeface have special meaning and are defined in these **General Terms and Conditions** or in the applicable **Coverage Section**. Words that are not specifically defined in this **Policy** have the meaning normally attributed to them.

## 4. Definitions

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### 4.1. Definitions

Terms appearing in **bold** in these **General Terms and Conditions** and not defined in Section 4.2 – Definitions of General Applicability shall have the meaning ascribed to them in the applicable **Coverage Section** for the purposes of coverage provided under that particular **Coverage Section**.

Certain terms may have different meanings dependent on the applicable **Coverage Section**. Where the term is defined in more than one **Coverage Section** such term shall have the meaning ascribed to the term in the **Coverage Section** in which the term appears, but that meaning shall apply solely for purposes of coverage provided under that particular **Coverage Section**.

### 4.2. Definitions of General Applicability

The following terms are applicable to all **Coverage Sections** and shall have the meanings set out below:

#### 4.2.1 Company

The **Policyholder** and any **Subsidiary**.

#### 4.2.2 Continuity Date

The applicable date specified in the Policy Extensions section of the Schedule.

#### 4.2.3 Coverage Section

Any coverage section that is purchased by the **Policyholder** as indicated in the Coverage Summary of the **Schedule**, and which then forms part of this **Policy**.

#### 4.2.4 Discovery Period

The period immediately following the expiry of the **Policy Period** during which written notice may be given to the **Insurer** of a **Claim** first made against an **Insured** during the **Policy Period** and covered by this **Policy** or any other **Insured Event** which first arose prior to the expiry of the **Policy Period** and covered by this **Policy**.

#### 4.2.5 Endorsement

A document attached to and forming a part of this **Policy** agreed by the **Insurer** in writing that amends the terms of the **Policy**.

#### 4.2.6 General Terms and Conditions

This document which forms part of this **Policy**.

#### 4.2.7 Insurer

AIG Israel Insurance Company Ltd

#### 4.2.8 Limit of Liability

The applicable amount specified in the Coverage Summary of the **Schedule**.

#### 4.2.9 Policy

These **General Terms and Conditions**, the **Schedule**, and any purchased **Coverage Section** and any **Endorsements** attaching to this policy.

#### 4.2.10 Policy Period

The period from the Inception Date to the Expiry Date specified in Item [ ] of the **Schedule**.

#### 4.2.11 Policyholder

The entity specified under Policyholder in the **Schedule**.

#### 4.2.12 Pollutants

Any solid, liquid, biological, radiological, gaseous or thermal irritant or containment whether occurring naturally or otherwise, including asbestos, smoke, vapour, soot, fibres, mould, spores, fungus, germs, acids, alkalis, nuclear or radioactive material of any sort, chemicals or waste. Waste includes material to be recycled, reconditioned or reclaimed.

#### 4.2.13 Premium

The premium detailed under Premium in the **Schedule**.

#### 4.2.14 Responsible Officer

Any Chief Executive Officer, Chief Financial Officer, Chief Compliance Officer, Chief Information Officer, Data Protection Officer, Risk Manager or General Counsel (or equivalent positions).

#### 4.2.15 Retention

The applicable amounts specified in the **Schedule**.

#### 4.2.16 Retroactive Date

The applicable date specified in the **Schedule**.

#### 4.2.17 Single Claim

Any one or more **Claims** or **Insured Events** to the extent that such **Claims** or **Insured Events** arise out of, are based upon, are in connection with, or are otherwise attributable to the same cause or source. All such **Claims** or **Insured Events** shall be regarded as a **Single Claim** regardless of whether such **Claims** or **Insured Events** involve the same or different claimants, **Insureds** or causes of action.

#### 4.2.18 Subsidiary

Any entity of which the **Policyholder** has or had **Control** on or before the inception date of this **Policy** either directly or indirectly through one or more of its other **Subsidiaries**.

**Subsidiary** shall also include any entity of which the **Policyholder** acquires **Control**, either directly or indirectly through one or more of its other **Subsidiaries** during the **Policy Period**.

Provided that **Subsidiary** shall not include any entity whereby the **Policyholder** derives more than 20% of revenue from the United States of America.

For the purposes of this definition “**Control**” means where the **Policyholder**:

- (i) controls the election of the majority of the board of directors of such entity;
- (ii) controls more than half of the voting power of such entity; or
- (iii) holds more than fifty per cent (50)% of the issued share / equity capital of such entity.

## 5. Exclusions

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The following Exclusions are applicable to all **Coverage Sections** and shall apply in addition to the Exclusions set out in each **Coverage Section**.

The **Insurer** shall not be liable for **Loss** arising out of, based upon, or attributable to:

### 5.1 Conduct

- (i) any wilful disregard or non-compliance with a ruling, direction or injunction by a court, tribunal, arbitrator or a **Regulator** within the relevant jurisdiction;
- (ii) any criminal, dishonest or fraudulent act provided however this Exclusion 5.1 (ii) shall not apply to **Loss** insured under Insurance Cover 1.2 – Employee Dishonesty of each of the **Professions Coverage Section, Technology Services & Technology Products Coverage Section** and **Media Liability Coverage Section**; or
- (iii) the committing of any deliberate, intentional or reckless act if committed by the **Company's**:
  - d. directors, principals, partners or **Responsible Officer** whether acting on their own or in collusion with others; or
  - e. employees of the **Insured** acting in collusion with any of the **Company's** directors, principals, partners or **Responsible Officer**.

The **Insurer** will continue to pay on behalf of an **Insured, Defence Costs** under this **Policy** until any of (i) to (iii) above are found by a court, tribunal, arbitrator or **Regulator** to have been committed by an **Insured**. Following such finding the **Insurer** shall be entitled to repayment of any amount paid to the **Insured** under this **Policy**.

### 5.2 Pollution

- (i) the actual, alleged or threatened discharge, dispersal, seepage, release, migration or escape of **Pollutants**; or
- (ii) any direction, request or effort to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise **Pollutants** or respond to or assess the effects of **Pollutants**.

### 5.3 Prior Claims and Circumstances

- (i) any circumstance that as of the Inception Date of this **Policy** may reasonably have been expected by a **Company's Responsible Officer** to give rise to a **Claim**; or any circumstance, **Claim** or **Insured Event** of which notice has been given under any policy of which this **Policy** is a renewal or replacement or which it may succeed in time; or
- (ii) any pending or prior civil, criminal, administrative or regulatory proceeding, investigation, arbitration, mediation, other dispute resolution or adjudication of which a **Company's Responsible Officer** had notice as of the **Continuity Date**, or alleging or deriving from the same or essentially the same facts alleged in such actions; or
- (iii) any **Claim** or **Insured Event** that would otherwise constitute a **Single Claim** with any claim or other matter reported under any policy of which this **Policy** is a renewal or a replacement or which it may succeed in time.

### 5.4 Sanctions

The **Insurer** shall not be deemed to provide cover and the **Insurer** shall not be liable to pay any **Claim** or provide any benefit hereunder to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose the **Insurer**, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Israel, the United Kingdom or the United States of America.

## 5.5 Taxes

Any taxes payable by the **Company** or an **Insured** howsoever arising.

## 5.6 Uninsurable Loss

Any matters which the **Insurer** is prohibited from paying by the law of this **Policy** or the jurisdiction where a **Claim** is made or where an **Insured Event** first arises.