

DATA BREACH FINES AND PENALTIES

It is hereby noted and agreed that coverage in respect of this activity shall extend specifically to include **Data Breach Fines and Penalties**, which the Assured shall become legally obligated to pay in connection with a **Regulatory Proceeding**, first made against the Assured during the Period of Insurance and reported in writing to the Underwriters during the Period of Insurance.

It is further noted and agreed that, in respect of this extension:

Data Breach Fines and Penalties shall mean any fines and penalties the Assured is legally obligated to pay to a government authority, regulator or data protection authority for a breach of data protection laws or regulations provided that the Underwriters are not prohibited by law from paying.

Regulatory Proceeding shall mean a request for information, civil investigative demand, or civil proceeding commenced by service of a complaint or similar proceeding brought by or on behalf of any national, local or other government entity of any country, in such entity's regulatory or official capacity in connection with such proceeding.

Subject otherwise to all other policy terms and conditions.

CYBER LIABILITY EXTENSION

It is hereby noted and agreed that the profession of the Assured, as stated in the policy schedule, is extended to include the Assured's ownership and management of its own world-wide web site, intranet, web address, and including the transmission of electronic mail or documents by electronic means.

Coverage in respect of this activity shall extend specifically to include any sum or sums which the Assured may become legally liable to pay arising from any claim or claims made against them, including costs of settlement and defence relating thereto, during the period stated in the policy, as a direct result of:

- (i) negligent misstatement or negligent misrepresentation,
 - (ii) defamation,
 - (iii) malicious falsehood (including slander of title and slander of goods),
 - (iv) unintentional false attribution of authorship or passing off,
 - (v) unintentional infringement of intellectual property rights (including copyright, trademark, service mark, moral rights, patent rights, registered design), breach of confidence or infringement of any rights of privacy,
 - (vi) unintentional misuse of any information which is either confidential or subject to statutory restrictions on its use,
 - (vii) inadvertent transmission of a virus or any other program of code that causes loss or damage to any computer system and/or prevents or impairs any computer system from performing and/or functioning accurately or properly,
 - (viii) fraudulent use by an employee of the Assured's electronic signature or external e-mail,
- and/or liability of a similar nature to the above (i) – (viii) arising under law other than English Law.

It is further noted and agreed that, in respect of this extension:

- a) where cover is provided for loss of documents, the definition of computer systems records shall be extended to include any electronic documents utilised in the ownership and management of the Assured's own world-wide web site, internet site, extranet, web address, and including the transmission of electronic mail or documents by electronic means;
- b) the territorial limits of the policy are amended to World-wide, but excluding any actions or claims brought against the Assured in a Court of Law in the United States of America or Canada or any Territory which comes within the Jurisdiction of the United States of America or Canada.

Subject otherwise to all other policy terms and conditions.