

## CYBER/PRIVACY EXTORTION

### Optional Coverage Extension (the “Additional Coverage Section”)

This insurance cover is subject to the **Policy** terms, conditions and exclusions which are incorporated and are part of and are expressly applicable to this **Additional Coverage Section**, and is also subject to the additional terms, conditions, definitions and exclusions set out below.

All insurance covers under this **Additional Coverage Section** are written specifically on a primary basis and are provided solely for **Insured Events** first discovered during the **Policy Period** and reported to the **Insurer** as required by this **Policy**.

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

## 1 INSURANCE COVER

### 1.1 Cyber Extortion

The **Insurer** will pay to or on behalf of the **Company** all **Extortion Loss** (not to exceed the sublimit stated at Item 7 of the Schedule) that an **Insured** incurs solely as a result of an **Extortion Threat**.

### 1.2 Legal Response

The **Insurer** will pay to or on behalf of the **Company** the reasonable and necessary fees and expenses (not to exceed the sublimit stated at Item 7 of the Schedule) of the **Response Advisor** in providing the **Legal Services** in connection with an **Extortion Threat**. Such **Legal Services** shall include:

- (i) taking instruction regarding the factual background of the **Security Threat** and coordinating the **Cyber Extortion Advisor** or **Public Relations Consultants**;
- (ii) advising on the requirement to notify, notifying and corresponding with any relevant **Regulator**;
- (iii) advising on **Data Subject** notifications;
- (iv) monitoring complaints raised by **Data Subjects** and advising the **Insured** on responding to questions raised by **Data Subjects**;
- (v) advising the **Company** on the **Company’s** response to the **Extortion Threat**.

The Retention specified in Item 7 of the Schedule shall only apply to **Legal Services** performed after the first 72 hours from when the **Responsible Officer** of the **Policyholder** first notifies the **Response Advisor** of the **Extortion Threat**.

## 2 DEFINITIONS

### 2.1 Cyber Extortion Advisor

a specialist cyber extortion advisory firm appointed by the **Company**, or by the **Response Advisor** on the **Company’s** behalf, with the **Insurer’s** prior written consent.

### 2.2 Extortion Loss

any:

- (i) money paid by an **Insured** in accordance with local legal requirements, and with the **Insurer’s** written consent (including negotiation, mediation and crisis management costs), to terminate or end a **Security Threat** that might otherwise result in the harm of the **Insured**;
- (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**.

### 2.3 Extortion Threat

any **Security Threat** or connected series of **Security Threats** communicated to the **Insured**.

### 2.4 Security Threat

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

- (i) release, divulge, disseminate, destroy or use the **Insured’s** assets 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**;
- (iv) 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);
- (v) restrict or hinder access to the **Company's Computer System**; or
- (vi) disclose electronic or non-electronic **Personal Information**,

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**.

### 3 EXCLUSIONS

This **Additional Coverage Section** shall not cover any **Extortion Loss**, or any fees or expenses under Insurance Cover 1.2 ("Legal Response"), arising out of, based upon or attributable to:

**3.1 Government Entity or Public Authority** Any **Extortion Threat** made by any government entity or public authority.

**3.2 Third Parties** Any:

- (i) **Claims** made by **Third Parties** or a **Regulator**;
- (ii) **Regulatory Investigation**; or
- (iii) fines or penalties payable to **Third Parties**.

### 4 CONDITIONS

**4.1 Notice** It is a condition precedent to liability under this **Coverage Section** that in the event of an **Extortion Threat** the **Insured** shall immediately inform the **Response Advisor** by contacting the number specified at Item 7 of the Schedule and shall provide all relevant information as soon as possible to the **Response 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 and Cooperation** 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**.

Any claim under this Additional Coverage Section shall be conducted in accordance with local legal requirements and in cooperation with and under the direction of any appropriate criminal enforcement or other authority where required.

**4.4 Public Relations** Cover will be available under Insurance Cover A.3 (Public Relations Services) in respect of an **Extortion Threat** only if, following consultation with the **Company**, appointment of **Public Relations Consultants** is considered necessary by the **Response Advisor** or the **Insurer** in respect of any actual or suspected **Extortion Threat** which the **Responsible Officer** of the **Policyholder** anticipates will:

- (i) damage the **Company's** reputation or **Data**; or
- (ii) cause the **Company** to incur a liability to customers or other **Third Parties**.

**All other terms, conditions and exclusions remain unchanged.**