

CPM

keyfacts®

INSURANCE FOR CYBER, PRIVACY AND MEDIA RISKS

WHAT IS THIS KEY FACTS DOCUMENT?

This is a summary of the cover provided by Esurance® CPM. It does not include the full terms and conditions of the Policy, for full details you should consult your Policy document.

THE INSURER

This insurance is underwritten by CFC Underwriting Limited on behalf of certain Underwriters at Lloyd's.

SIGNIFICANT FEATURES & BENEFITS

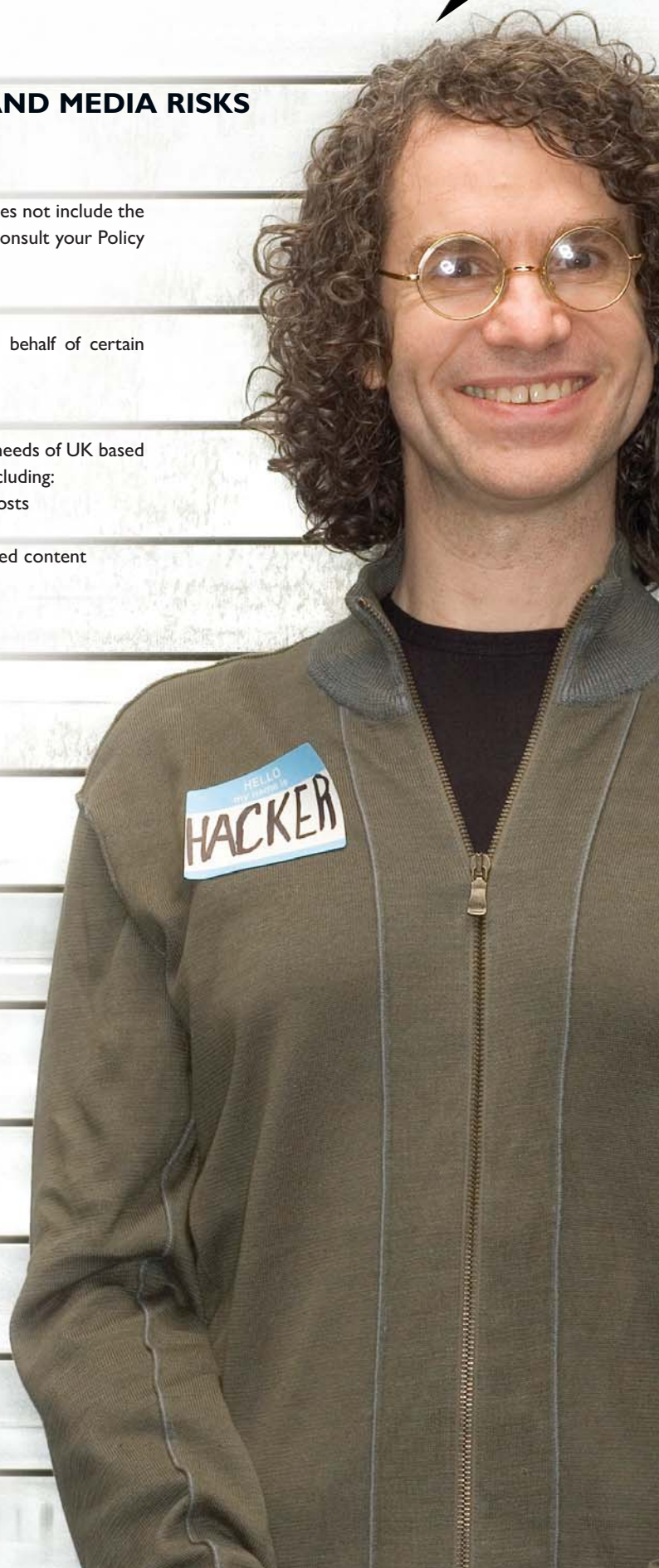
A comprehensive modular policy designed to meet the insurance needs of UK based companies with an exposure to cyber, privacy and media risks, including:

- Cyber liability, privacy liability and privacy breach notification costs
- Coverage for data held 'in the cloud'
- Comprehensive media liability, including cover for user generated content
- Advertising and personal injury
- Defamation, including libel and slander
- Invasion of privacy
- Intellectual property rights infringement
- Blanket professional liability
- Breach of contract
- Employers' liability and public liability
- Property and business interruption, including cyber perils
- Cover for dishonesty of your directors, partners or employees

SIGNIFICANT & UNUSUAL EXCLUSIONS

Whilst we try to offer the broadest cover possible, we do not provide cover for certain situations. What we believe to be the *most significant exclusions* are listed below, however *all* exclusions in the policy are significant. **It is important to read the policy and see the full list of exclusions and limitations.**

- Claims arising in the course of your Business Activities, prior to the Retroactive Date
- Circumstances or occurrences known, or ought reasonably to have been known, at inception
- Non compliance of any cease and desist notice or blocking order
- Collection of private data without consent
- Unsolicited communications
- Unlawful surveillance
- Unauthorised webscraping and data harvesting
- Telephone system hacking
- Failure to ensure feasibility of contracts
- Patents
- Unreasonable restriction of our rights of recovery
- Liquidated damages and service credits
- Damage to your equipment due to inadequate maintenance



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- Any claim or part thereof that results in you being in a better financial position as a direct result of the wrongful act
- War and terrorism

LIMITS OF LIABILITY & EXCESSES

The Limits of Liability and Excesses are as specified in the Schedule.

CONDITIONS & LIMITATIONS

What we believe to be the most significant conditions are listed below, however all conditions in the policy are significant. **It is important to read the policy and see the full list of conditions.**

- Actions which must be taken in the event of a claim or loss (details of how a claim or loss should be notified and the subsequent actions you should or should not take and that the insurer may or may not take).
- Failure to disclose all material facts may cause this contract to be void and may result in Insurers repudiating liability entirely.
- Your duty to advise of changes (failure to disclose all material changes may cause this contract to be void and may result in Insurers repudiating liability entirely).

A material fact is any information which may alter the judgement of the insurer in assessing the risk. A material change is any information that has not previously been disclosed as a material fact and which may alter the judgement of the insurer.

RIGHT OF CANCELLATION

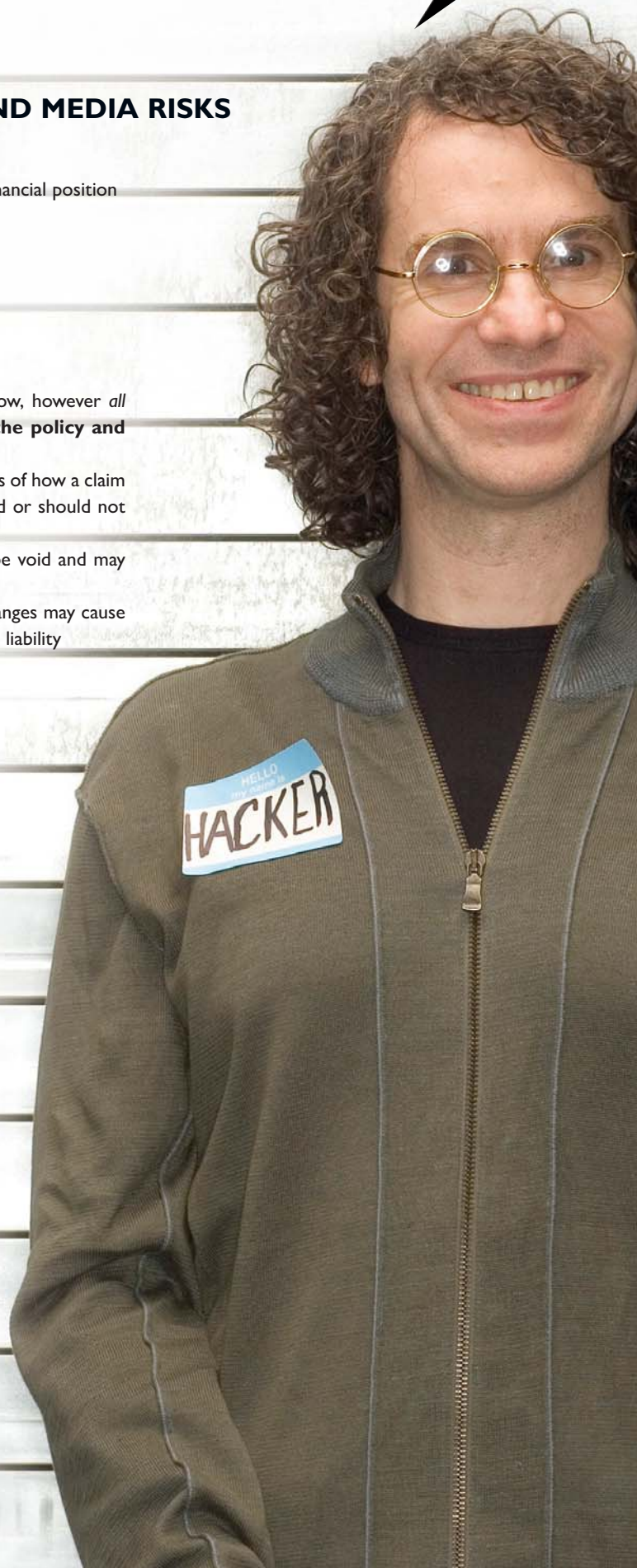
There is no cooling off period under this policy. Your policy explains what you should do if you need to cancel during the term of the policy. If you cancel, there may be a time on risk charge and you may not receive a return of premium in full proportion to the remaining term of the policy.

DURATION OF THE POLICY

The duration of this policy is 12 months, unless otherwise stated in the Schedule. You may need to review and update the cover periodically, to ensure it remains adequate.

CLAIMS NOTIFICATION

Should you wish to notify the Claims Managers of the following (and / or potential): claim, allegation, complaint, loss or damage under this policy, contact is to be made as soon as possible, and you must act in accordance with all the CONDITIONS in the Policy Document and the following:



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1. Contact the Claims Managers at CFC Underwriting:

Ph: +44 (0)207 220 8500

E: newclaims@cfunderwriting.com

2. Do not admit liability for, or settle, or make, or promise any payment (in respect to claim, loss, damage which may be covered under this Policy).

3. Do not incur any costs or expenses in connection with a claim, loss or damage, without our written consent. However you should arrange for urgent repairs to damaged property to be done immediately.

OUR REGULATORY STATUS

This insurance is underwritten by CFC Underwriting Limited, 85 Gracechurch Street, London, EC3V 0AA, United Kingdom on behalf of Underwriters at Lloyd's. CFC Underwriting Limited and the Lloyd's Managing Agents of the Syndicates on whose behalf we underwrite are authorised and regulated by the United Kingdom Financial Conduct Authority (FCA). CFC Underwriting Limited's Firm Registration Number at the FCA is 312848. These details may be checked by visiting the Financial Conduct Authority website at <http://www.fca.org.uk/register>. Alternatively the Financial Conduct Authority may be contacted on +44 (0)845 606 1234.

We are covered by the Financial Services Compensation Scheme (FSCS).

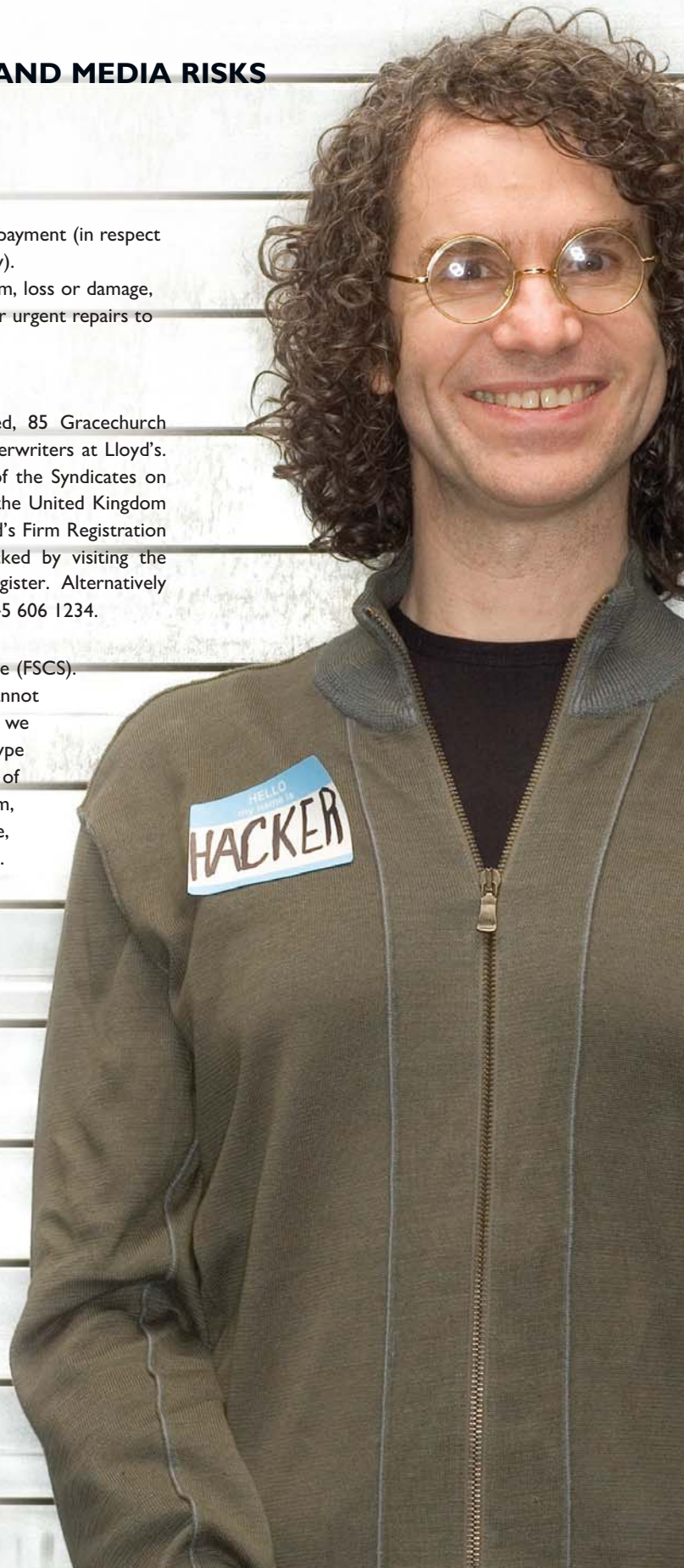
You may be entitled to compensation from the scheme if we cannot meet our obligations to you in respect of insurance policies that we have underwritten on behalf of insurers. This depends on the type of business and the circumstances of the claim. In respect of general insurance business the FSCS will cover 90% of the claim, without any upper limit and for compulsory classes of insurance, the FSCS will cover 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

HOW TO COMPLAIN

We intend to provide an excellent service to you. However, we recognise that there may be occasions when you feel this has not been achieved. If you are unhappy with any aspect of the service that you receive from us, please contact your insurance broker in the first instance, stating the nature of your complaint, the certificate and/or claim number.

Alternatively, you can contact us directly at enquiries@cfunderwriting.com or please write to:

The Managing Director
CFC Underwriting Limited
85 Gracechurch Street
London EC3V 0AA
United Kingdom



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If after taking this action you are still unhappy with the response please write to:

Policyholder and Market Assistance

Lloyd's Market Services

One Lime Street

London

EC3M 7HA

United Kingdom

Email: complaints@lloyds.com

Telephone: +44 (0)20 7327 5693

Fax: +44 (0)20 7327 5225

Having taken this action, if you feel that your complaint has not been handled satisfactorily, you may seek assistance from:

The Financial Ombudsman Service

South Quay Plaza

183 Marsh Wall

London

E14 9SR

United Kingdom

Telephone – +44 (0)845 080 1800

Email – enquiries@financial-ombudsman.org.uk

Website – www.financial-ombudsman.org.uk

The Financial Ombudsman Service will become involved if you are an eligible complainant as defined by the rules of the Financial Services Authority.

The existence of this complaints procedure does not affect any right of legal action you may have against CFC Underwriting Limited or Lloyd's as detailed in the Choice of Law condition on the last page of your policy.

