

GENERAL TERMS AND CONDITIONS OF INSURANCE

FINDIA Tech&Cyber

(FN/Tech&Cyber/03)

The table with the information about which of the provisions of these General Terms and Conditions of Insurance apply to matters listed in Article 17 (1) of the Insurance and Reinsurance Activity Act of 11 September 2015 (Journal of Laws [Dz.U.] ("JL") 2015, item [poz.] 1844 as amended):

TYPE OF INFORMATION	NUMBER OF A SECTION
1) grounds for payment of a Claim or provisions of other benefits	- §§: 4-58;
2) restrictions and exclusions of the Insurer's liability that authorise the same to refuse to pay a Claim or provide other benefits or to decrease the value of the payment or indemnity	- § 22; - § 30; - § 31; - § 35; - § 40, subsection 6; - § 46; - § 47.

PROVISIONS COMMON FOR ALL INSURANCES

GENERAL PROVISIONS

§1

- 1) These General Terms and Conditions of Insurance (“GTCI”) serve as the basis for the conclusion of contracts of FINDIA Tech&Cyber Insurance and Lloyd’s Insurance Company S.A registered at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium. Lloyd’s Insurance Company S.A is a Belgium limited liability company (societe annoyme/naamloze vennootschap) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carregour des Entreprises/Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels) It is an insurance company subject to the supervision of the National Bank of Belgium. Its Firm Reference Number (s)_ and other details can be found on www.nbb.be. Website address Lloyd’sEurope.com. Email: lloydseurope.info@lloyds.com. Bank details: Citibank Europe plc, Belgium Branch, Boulevard General Jacques 263G, Brussels 1050 Belgium BE46570135225536. (**the “Insurer”**), and natural or legal persons or organizational units without legal personality to which the applicable laws have granted legal capacity (**“Policyholders”**).
- 2) The **Insurer** performs its obligations arising under these GTCI through FINDIA Sp. z o.o., with the registered office in Warszawa (company no. KRS 0000421624) a company which holds the powers of Lloyd’s Insurance Company S.A coverholder (under a Coverholder Appointment Agreement) and acts in Poland based on the power of attorney specified in the **Policy** referred to in § 3 subsection 32) below.
- 3) Subject to § 50 subsection 1 below any statements made to the **Insurer** in connection with the contract of Findia Tech&Cyber Insurance must be sent via a registered letter or delivered with the acknowledgment of receipt to: FINDIA Sp. z o.o., ul. Puławska 145, 02-715 Warszawa, Polska, and in matters related to **Claims** handling - to contact details indicated in the **Policy** referred to in § 3 subsection 32) below.

§2

- 1) Insurance contracts may be concluded on conditions agreed by the parties, which may differ from the provisions of these GTCI.
- 2) Any additional clauses agreed and signed by the parties in accordance with subsection 1 above must be made in writing or in documentary form and appended in full to the contract or will be deemed invalid.
- 3) In the **Policy**, unless the context otherwise requires:
 - a) all references to legislation are local legislation unless expressly stated otherwise, and include amendments to, and re-enactments of, such legislation and corresponding legislation in any jurisdiction; and
 - b) references to positions, offices or titles include their equivalents in any jurisdiction.
- 4) The **Insurer’s** obligations under the **Policy** are several and not joint and are limited solely to the extent of their individual subscription(s). The **Insurer** is not responsible for the

subscriptions of any co-subscribing **Insurers** who, for any reason, fail to comply with their duties under the **Policy**.

- 5) Unless expressly stated, nothing in the **Policy** is intended to directly confer a benefit on any third party.

DEFINITIONS APPLICABLE TO ALL INSURANCE COVERAGES

§3

The terms and phrases used in the GTCI below have the following meanings:

- 1) **Denial of Service (DoS) Attack** – an attack carried out over one or more networks or the internet and specifically designed and intended to disrupt the operation of the **Insured's Network**.
- 2) **System Failure** – any accidental, operational, unintentional, or negligent, act, error or omission by an **Employee** or the **Employee** of a **Third-Party Subcontractor** in the operation of the **Insured's Network** resulting in the loss, loss of control, destruction or alteration of data or disruption in the operation of the **Insured's Network**.
- 3) **Director or Officer** – a member of the management board, supervisory board or auditors' committee, a liquidator, authorised agent or another natural person performing managerial functions, or, if the **Insured** is represented by a company or another entity – a member of the management board, supervisory board or auditors' committee, a liquidator, authorised agent or another natural person performing managerial functions in the company or another entity representing the **Insured**.
- 4) **Cyber Theft Unauthorised Access** – any accessing of the **Insured's Network** or information stored on the **Insured's Network** by an **External Source** including theft of any information storage device used to store, retrieve or transport information.
- 5) **Cyber Extortion** – an amount of **Money** paid by the **Insured** to an extortionist, with the **Insurer's** prior consent expressed in writing, due to the imminent and probable danger indicated in § 18 below,
- 6) **Data** – any electronic data that may be used by a **Computer Program**.
- 7) **Personal Information** (Personal Data) – information not available to the general public from which an individual may be identified, including without limit an individual's name, address, telephone number, account relationships, account numbers, account balances, healthcare information.
- 8) **Retroactive Date** – means the date stated as such in the **Policy** for the purposes of determining the scope of coverage referred to in Section I and Section III GTCI. Coverage under the GTCI and the **Policy** only extends to acts first committed or alleged to have been first committed after the **Retroactive Date**. Where no **Retroactive Date** is expressly specified in the **Policy**, the **Retroactive Date** is deemed to be the original inception date of each consecutive **Period of Insurance** with the **Insurer**.
- 9) **Cyber Media Activities** – any digital content including but not limited to, any content disseminated through the **Insured's** website or **Insured's accounts in social media outlets**. For the avoidance of doubt Cyber Media Activities also include content that is disseminated

through social networks, websites and other online forums but has not been created by the **Insured**.

- 10) **Remediation** – means any actual measures taken to treat, remove or dispose of **Pollution**.
- 11) **Particulars of Insured** – any information provided by or on behalf of the **Insured** or statements made by the **Policyholder** named in the **Policy** in connection with the conclusion of the insurance contract; any such information or statements constitute an integral part of insurance contracts concluded on the basis of the GTCI.
- 12) **Forensic Investigation Costs** – reasonable and necessary costs and expenses, consented to in advance by the **Insurer** (such consent, or denial of consent, should not to be unreasonably withheld) and incurred by the **Insured**, or on the **Insured's** behalf for a third party forensic audit or information technology consultant to investigate. The term does not include any regular or over-time remuneration of the **Insured's Employees**, or costs associated with the **Insured**, other than where incurred with the prior written consent of the **Insurer**.
- 13) **Breach Response Costs** – reasonable and necessary costs and expenses, incurred by the **Insured**, or on the **Insured's** behalf in order to respond to a **Cyber Incident** . **Breach Response Costs** include costs of legal services, costs of notification of competent units of public administration or data subjects, **Forensic Investigation Costs**, crisis communication costs, costs of technical consultancy as well as other reasonable costs necessary to respond to a **Cyber Incident**. The term does not, however, include regular or over-time remuneration of the **Insured's Employees** or costs or benefit expenses associated with the **Insured**, other than where incurred with the prior written consent of the **Insurer**.
- 14) **Defense Costs and Expenses** – reasonable and necessary fees (including but not limited to legal fees and all relevant experts' fees), costs of settlements, or charges, costs and expenses, including **Forensic Investigation Costs**, consented to in advance by the **Insurer** (who may not unreasonably withhold such consent or denial of consent) and incurred by the **Insured**, or on the **Insured's** behalf, in the investigation, defense, challenge or appeal of any **Claim** which would, if finally upheld, be covered under the GTCI. The term does not include salaries, wages, allowances, travel or overtime expenses payable to the **Insured** or **Employees** of the **Insured** in the investigation, adjustment, defense of any **Claim** or circumstances that may lead to the notification of a **Claim**, other than where incurred with the prior written consent of the **Insurer**.
- 15) **Regulatory Defence Costs** – reasonable and necessary fees up to the limit stated in the **Policy** (including but not limited to legal fees and experts' fees, charges, costs and expenses) consented to in advance by the **Insurer** and incurred by the **Insured**, or on the **Insured's** behalf. The term does not include regular or over-time remuneration of **Employees**, fees, costs or benefit expenses associated with the **Insured**, other than where incurred with the prior written consent of the **Insurer**.
- 16) **Combined Single Limit** – means the maximum amount the **Insurer** will pay under the **Policy** in the event that two (2) (or more) sections or coverages provide coverage.
- 17) **Unauthorised Access** – the accessing of the **Insured's Network** or information stored on the **Insured's Network** by an unauthorised person, including theft of any information storage device used to store, retrieve or transport information. This term does not include any **Unauthorised Access** to any voice mail or telephone system.
- 18) **Non-Public Corporate Information** proprietary and confidential information, including trade secrets, of business partners or relevant bodies of a business operator.

- 19) **Circumstances of an Insured Event** – any circumstances known to the **Insured** or such circumstances that ought be known to the **Insured** exercising a reasonable degree of care, which may give rise to the notification of a **Claim**.
- 20) **Waiting Period** – the period stated in the **Policy** which applies to each **Period of Restoration** and represents the number of hours the **Insured's** business operations must be interrupted before the **Insurer** is first obligated to pay a **Loss** or **Claim** (other than extra expense understood as an abnormal cost incurred in excess of standard operating expenses) in accordance with the 'Business Interruption Insurance' under Section II.
- 21) **Period of Restoration** – the period beginning with the date when the **Insured's** business operations have first been interrupted and ending on the earlier of:
- a) the date when the business operations have been restored substantially to the level of operation that existed prior to the interruption; or`
 - b) three hundred and sixty five (365) days after the business operations have been interrupted.
- 22) **Period of Insurance** – means the period shown in the **Policy** or such other period(s) agreed by the **Insured** and **Insurer** in writing. Any such period(s) that are agreed otherwise than in writing or in documentary form will be null and void.
- 23) **Property Damage** means physical injury to or destruction of any tangible property, including the loss of use. Tangible property does not include electronic data.
- 24) **Third Party Subcontractor / Supplier** – any third party to whom the **Insured** entrusts **Non-Public Corporate Information** and **Personal Information** by virtue of a contract, including but not limited to those defined in art. 28 (3) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46/EC (hereinafter: "**GDPR**").
- 25) **Third Party** – a natural or legal person, Public administration body or an organizational unit without legal personality to which the applicable laws have granted legal capacity, which is not: a **Third Party Subcontractor / Supplier**, a **Parent Company** or a **Subsidiary** of the **Insured** and which is not:
- a) the **Insured**,
 - b) a natural or legal person or an organizational unit without legal personality to which the applicable laws have granted legal capacity, which may influence the business or management of an enterprise in connection with financial investments made or the performance of a managerial function,
 - c) a natural or legal person or public administration body or an organizational unit without legal personality to which the applicable laws have granted legal capacity, which has an opportunity (whether arising out of a legal or economic basis) to exert influence on or to control the management board of an enterprise, to exert influence on or to control the manner in which an enterprise is managed or if an enterprise is capable of exerting influence over such a person or controlling such a person in a similar way.
- 26) **Securities** – negotiable documents or records in a securities account of an IT system, which embodies property rights in such a way that a given right is given to a person designated as the authorised person in the document (if only as a bearer) and the presentation of such document is a necessary and sufficient condition for the exercise of the right.
- 27) **Money** – any of the following, but only to the extent that they exist solely in a digital or electronic format:

- a) cash, currency, bank notes, traveler's checks, registered checks, money orders;
 - b) a record of credit held in the **Insured's** account by another; or
 - c) a record of an amount owed to the **Insured** by another.
- 28) **Subsidiary** – an entity, in respect of which the **Policyholder / Insured** (directly or indirectly):
- a) is authorised to appoint or dismiss the majority of members of the management board, also based on agreements with other persons;
 - b) is authorised to appoint or dismiss the majority of members of the supervisory board, also based on agreements with other persons;
 - c) has the majority of votes at the shareholders' meeting, or the general meeting, also as a pledgee or usufructuary, or the majority of votes in the management board, also based on agreements with other persons; or
 - d) has shares that represent more than a half of the share capital;
- The coverage granted to a **Subsidiary** extends to actions, errors and omissions that occur exclusively within a period when a given entity satisfied the definition of a **Subsidiary** of the **Policyholder / Insured**.
- 29) **Impersonation Fraud / Fraudulent Communication** – an action of an External Source purporting to be a customer, service provider, **Employee** or an executive of the **Insured**, which leads to the transfer of the **Insured's Money, Goods or Securities**, in a manner other than through "clicking a link" to a website masquerading as a trustworthy website.
- 30) **Subcontractor** – any person or entity that has been obliged to provide Professional Services to the **Insured** or the **Insured's** customer on the basis of a written contract concluded between the **Insured** and such person or entity.
- 31) **Electromagnetic fields** – means electric and/or magnetic fields produced by or associated with the generation, transmission, distribution, supply or use of electricity.
- 32) **Policy** – a document in writing or documentary form that confirms the conclusion of a contract of Findia Tech&Cyber Insurance together with its appendices:
- a) GTCI, and
 - b) the following documents that have been approved by the Parties:
 - ba) the information contained in the "Risk Assessment Form" referred to in § 39 subsection 1 below,
 - bb) the information contained in Findia Tech&Cyber insurance proposal submitted to the **Policyholder**; and
 - c) **Policy** endorsements.
- 33) **Employee** – a person who is not a partner, member, shareholder, **Director or Officer** of the **Insured** or a person who is, or has been, employed by the **Insured** based on a contract of employment, a temporary employment contract or provide services on the basis of a civil-law contract and who has been subject to the **Insured's** instructions during the term of their employment, or any person who, while engaged in working for the **Insured** in connection with the **Insured's** business is:
- 1. acting in the **Insured's** managing body as a non-executive director of the **Insured**; or
 - 2. a party to a contract of service or apprenticeship with the **Insured**; or
 - 3. not a party to a contract of service or apprenticeship with the **Insured** but who, at the request of the **Insured**, is supplied to, hired or borrowed by the **Insured** in connection with the business, including but not limited to any:

- a. drivers or operators of hired-in plant; or
 - b. labour master or labour only sub-contractor or person supplied by them; or
 - c. person on secondment from another company that is not **Insured** under this **Policy**;
or
 - d. person participating in any Government or otherwise authorised work experience, training, study, exchange
or similar scheme; or
 - e. prospective employees who are being assessed by the **Insured** as to their suitability for employment; or
 - f. self-employed person; or
 - g. unpaid or voluntary person.
- 34) **Products** – mean any technological products, other than real estate (including containers, labelling or instructions, provided in connection therewith) such as computer or telecommunications hardware or software product, or related electronic product that is created, manufactured or developed by the **Insured** for others, or distributed, licensed, leased or sold by the **Insured** to others for compensation including software updates, service packs and other maintenance releases for such products, in the course of the **Insured's** business, after such products have left the location where they are stored by the **Insured** and passed under control of another person.
- 35) **Computer Program** – a collection of instructions that define tasks or sets of tasks executable by a computer system, including application software, operation systems, firmware and compilers.
- 36) **Interrelated Claims** – all **Claims** arising from:
- a) the same act, error or omission;
 - b) a series of acts, errors or omissions arising out of or attributable to the same originating cause, source or event, whether or not occurring at the same time or location;
 - c) the acts, errors or omissions of one person or persons acting together or in which such person or persons is/are concerned or implicated.
- 37) **Claim** – any written demand made against the **Insured** or a civil, criminal, administrative or arbitration proceeding instituted against the **Insured**, involving the payment of damages or another benefit or the imposition of a penalty or other sanction, or, only in relation to the insurance referred to in Section III Regulatory Actions and Fines – the initiation of a regulatory action against the **Insured**,
- 38) **Third Party Network** – any information technology system, which is not owned or operated by the **Insured** or by a third-party service provider to whom the **Insured** has outsourced the operation of such system. For the avoidance of doubt, this term does not include any:
- a) buildings or structures in which any information technology system may be located;
 - b) contents or property, other than computers, servers, cables and other system hardware which can be reasonably regarded as forming part of the information technology system.
- 39) **Insured's Network** – any information technology system owned or operated by the **Insured** or by a **Third Party Subcontractor** to whom the **Insured** has outsourced the operation of such system.
- 40) **Financially Associated Party** –

- a) any business controlled or managed by the **Insured** or in which the **Insured** has an executive interest;
 - b) any company in which the **Insured** directly or indirectly owns or controls more than 20% of the issued share capital;
 - c) any person with an executive or managerial role in the **Insured** or who would be deemed a shadow director of the **Insured**;
 - d) any company that directly or indirectly owns or controls any of the issued share capital of the **Insured**;
 - e) any company whose issued share capital is directly or indirectly owned or controlled by any other company or person who directly or indirectly owns or controls any of the issued share capital of the **Insured**.
- 41) **Loss** – actual losses and/or lost profits in the property of the **Insured**, including **Breach Response Costs**, the occurrence of which results in the creation of the **Insurer's** obligation to reimburse the **Insured** for loss to the extent and on conditions specified in the GTCI.
- 42) **Terrorism** – any act including, but not limited to, the use of force or violence or the threat thereof, by any person or group of persons (whether acting alone or on behalf of or in connection with any organization or government) committed for political, religious, ideological or similar purpose, including the intention to overthrow or influence any government, whether or not legally constituted, or to put the public or any section of the public in fear.
- 43) **Goods** – a tangible physical asset that satisfies all the conditions below:
- a) has economic value, and
 - b) is either stored by the **Insured** for sale or is shipped by the **Insured** to its customers via land, sea or air, and
 - c) is sold or exchanged by the **Insured** in trade or commerce.
- 44) **Insurer** – Lloyd's Insurance Company S.A.
- 45) **Insured** – an entity named in the **Policy** and each former, present or future:
- a) for limited liability companies and joint-stock companies – members of the management board, authorised agents and attorneys authorised as described in para. a) above, mutatis mutandis;
 - b) for limited joint-stock partnerships – the general partner who is a natural person, shareholders, authorised agents and attorneys authorised as described in para. a) above;
 - c) for general partnerships and limited partnerships – members authorised to represent the partnership, general partners who are natural persons, authorised agents and attorneys authorised as described in para. a) above, mutatis mutandis;
 - d) for professional partnerships – partners, authorised agents and attorneys authorised as described in para. a) above, mutatis mutandis;
 - e) for private (unregistered) partnerships – members and attorneys authorised as described in para. a) above, mutatis mutandis;
 - f) for natural persons carrying out a business activity (sole traders) – a natural person concluding the insurance contract and their attorneys authorised as described in para. a) above, mutatis mutandis;
 - g) for housing cooperatives and condominiums – members of the management board and attorneys authorised as described in para. a) above, mutatis mutandis;
 - h) an **Employee**, within the scope of their employment duties;

- i) other entities named in the insurance contract in which the **Insured** has more than 50% of shares in the share capital;
 - j) the party identified as the **Insured** in the **Policy**, including:
 - 1. a person, person carrying out a business activity (sole trader), a partnership or company named in the **Policy**;
 - 2. a principal, Partner, Member, Director or Employee of the practice, partnership or company specified in the **Policy** during the **Period of Insurance**;
 - 3. a former principal, Partner, Member, Director or Employee of the practice, partnership or company specified in the **Policy**;
 - 4. in the event of death, bankruptcy or legal incompetence of any principal, Partner, Member, Director or Employee of the practice, partnership or company specified in the **Policy**, the estate or personal representatives or trustees liquidator or trustee or assignee in bankruptcy of such person;
 - 5. any subsidiary or newly acquired or created subsidiary subject to the 'Acquisitions and Formations of Companies' clause.
 - 6. with respect to coverage sections – "Information Technology Professional Indemnity", "First Party Cyber Liability", "Third Party Cyber Liability" any temporary contract labour, self-employed person or labour-only sub-contractors acting under contract with, and under the direction and direct supervision of the **Policyholder** or any **Subsidiary**.
- 46) **Excess** – the amount(s) specified in the **Policy** which the **Insured** will pay in respect of all **Claims** including claimants' costs and **Defence Costs and Expenses** paid before the **Insurer** becomes liable to make payment. The **Excess** stated in the **Policy** will be first paid by the **Insured** in respect of:
- a) each and every **Claim**; or
 - b) all expenses, or
 - c) all expenses arising out of compliance with a single security breach notice law or following a single actual or suspected disclosure of **Personal Information**; or
 - d) any **Cyber Incident**;
- 47) **Contractually Assumed** – means a written contract or agreement in which the **Insured** has assumed the liability of another person or organisation in connection with the **Insured's Products** or **Insured's** services.
- 48) **Professional Services** – the professional services declared to the **Insurer** in writing, including on any proposal (including the giving of advice) undertaken by the **Insured** and performed for others by or on behalf of the **Insured** for a fee (or where a fee would ordinarily be charged), but does not include work or activities performed by or on behalf of the **Insured** or for the **Insured** as an accountant, architect, surveyor, health care provider, lawyer, insurance or real estate agent or broker, or civil or structural engineer.
- 49) **Bodily Injury** – any physical injury, sickness, disease or death of any person, including any mental anguish or emotional distress resulting from such physical injury, sickness, disease or death.
- 50) **Computer Virus** – unauthorised computer code that is designed and intended to transmit, infect and multiply itself over one or more networks, and cause:
- a) computer code or programs to perform in an unintended manner;
 - b) the deletion or corruption of electronic data or software; or
 - c) the disruption or suspension of a network.

- 51) **War** – war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power or confiscation by order of any public authority or government de jure or de facto or martial law but not including **Terrorism**.
- 52) **Pollution** – the discharge, dispersal, seepage, migration, release or escape, whether permanent or transitory, of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fibres, fumes, acids, alkalis, chemicals and any other hazardous materials and waste (including material to be recycled, reconditioned or reclaimed) into or upon buildings or other structures, land, the atmosphere or any water course or body of water.
- 53) **Cyber Incident** – any loss, event, incident, or credible threat, or series of losses, events, incidents, or credible threats, arising out of, consequent upon or directly or indirectly attributable to one source or original cause or common underlying causes being **Unauthorised Access**, infection by a **Computer Virus**, **Denial of Service Attack** or **System Failure**, whether or not occurring at the same time or location.
- 54) **Insured Event** – any loss, event, incident, accident or credible threat, or series of losses, events, incidents, accidents or credible threats, arising out of, consequent upon or directly or indirectly attributable to one source or original cause or common underlying causes, whether or not occurring at the same time or location.
- 55) **Reduction of Business Income** – the amount determined by the **Insurer** as the difference between the net revenue (which does not include any interest, tax, depreciation or amortization, which, as the **Insured** reasonably projects, would have been obtained if had it not been lost directly as a result of a **Cyber Incident** , and the costs the **Insured** would have incurred but has saved because of the interruption of its business, subject to the proviso that:
- (a) the **Insurer** will base its calculations on the amount of net revenue generated and
 - (b) costs incurred during each month of the 12-month period immediately preceding the interruption and
 - (c) a reasonable projection of future revenue and costs, taking into account material changes in market conditions.
- 56) **External Source** – a person who is not an **Employee**, member of the management board, director, partner, trustee or independent contractor of the **Insured** in the given Period of Insurance.
- 57) **Continuity Date** - means the date specified in the **Policy**

SCOPE OF COVERAGE

§ 4

Each of the individual coverages sections below is optional and the coverage will only apply if it shows as purchased in the **Policy**.

1. The insurance coverage provided on the basis of the GTCI may include the following:

SECTION I – INFORMATION TECHNOLOGY PROFESSIONAL INDEMNITY

Principal insurances:

Information technology professional indemnity insurance (Guarantees of Insurance).

Ancillary insurances:

Damage to documents and data,
Dishonesty of employees,
Subcontractors.

Subject to:

Common Exclusions Applying to Section I
Common Policy Extensions Applying to Section I:
(i) Additional Insureds
(ii) Court Attendance Compensation
(iii) Defence Against Fraudulent Claims
(iv) Duty to Defend

SECTION II – FIRST PARTY CYBER LIABILITY

Principal insurances:

Loss of and damage to the Insured's data,
Business interruption,
Cyber theft,
Cyber extortion,
Notification expenses.

Ancillary insurances:

Impersonation fraud / Fraudulent Communication Scope of Coverage,
Damage to the Insured's reputation – Section II,

Subject to:

Common Exclusions to Section II

SECTION III – THIRD PARTY CYBER LIABILITY

Provisions common for all insurances under Section III

Principal insurances:

Cyber media liability,
Privacy liability and loss of documents,
Breach of confidentiality liability,
Cyber security liability,
Breach of payment security liability,
Regulatory actions and fines.

Subject to:

Common Exclusions to Section III

2. Insurance coverage extends solely to the insurances referred to in subsection 1 above, designated in the **Insured's Policy**. The Parties to the insurance contract agree that the scope of coverage may include different principal and ancillary insurances described in the Sections referred to in subsection 1 above.
3. The insurance covers **Claims** brought and actions or omissions that have actually or allegedly occurred in the territory defined in the **Policy**.

PROVISIONS APPLYING TO ALL INSURANCE

SECTION IV EXCLUSIONS OF INSURER'S LIABILITY

SECTION V EXTENSIONS TO ALL INSURANCE PRODUCTS

SECTION VI TERRITORIAL LIMITS

SECTION VII CONCLUSION OF THE INSURANCE CONTRACT, CALCULATION AND PAYMENT OF THE PREMIUM

SECTION VIII FINAL PROVISIONS

SECTION I – INFORMATION TECHNOLOGY PROFESSIONAL INDEMNITY

This Section of the **Policy** operates on a **Claims** made basis and applies only to **Claims** first made against the **Insured** during the **Period of Insurance** and notified to the **Insurer** in accordance with the **Policy** terms and conditions, unless stated otherwise.

GUARANTEES OF INSURANCE

§ 5

The **Insurer** will indemnify the **Insured** up to the limit of indemnity, for the **Insured's** damages, Claimant's legal costs and expenses and **Defence Costs and Expenses** that the **Insured** becomes liable to pay, arising out of a negligent acts, error or omission committed by the **Insured** which gives rise to a **Claim** first made against the **Insured**, on or after the **Retroactive Date** stated in the **Policy**, acting anywhere within the Territorial Limits stated in the **Policy** during the **Period of Insurance** which is notified to the **Insurer** in accordance with the **Policy** terms and conditions, in respect of:

1. breach of a written or verbal contract resulting from **Products** or **Professional Services** not conforming to the agreed specifications or the failure of **Products** to perform the function or serve the purpose intended,;
2. the failure of **Products** or **Professional Services** to meet any statutory term implied into a written contract concerning the quality, fitness for purpose or safety of such **Products** or **Professional Services**;
3. any negligent misstatement or negligent misrepresentation committed without malicious intent;
4. any libel, slander or Product disparagement committed without malicious intent;
5. any unintentional breach of confidence, unintentional invasion of privacy, or unintentional misuse of information which is either confidential or subject to statutory restrictions on its use;
6. any unintentional infringement of intellectual property rights, including copyright, trademark or moral rights or any act of passing off, or unintentional disclosure of trade secrets;

Limit of Liability

The **Insurer's** liability in respect of **Claims** are subject to the applicable Limits as specified in the **Policy**, which is the most the **Insurer** will pay in respect of all **Claims** and loss for the **Period of Insurance**. More than one **Claim** arising out of, or originating from, one common cause will be regarded as an **Interrelated Claim** and will be deemed to have been first made on the date on which the earliest such **Claim** was first made, or the date on which the **Insurer** received and accepted notice of any **Circumstances of an Insured Event** underlying the **Claim**.

Defence Costs and Expenses are payable inclusive of the limit of liability as specified in the **Policy**. The cover provided under the Section I: Information Technology Professional Indemnity, Guarantees of Insurance is subject to the limit of liability specified in the Policy which is part of and not in addition to the overall Policy Aggregate Limit of Liability.

ANCILLARY INSURANCES – SECTION I

Unless stated as not purchased in the **Policy**, the **Insurer** hereby agrees, subject to the GTCI and **Policy**, to provide the following **Extensions** of cover, as set out below. For the avoidance of doubt, the insurance provided under these **Extensions** are subject to the applicable **Sub-Limits**, if any, as specified in the **Policy** or set out below. The Sub-limits for Section I are part of the overall limit of liability for Section I.

DAMAGE TO DOCUMENTS AND DATA

§6

Notwithstanding the 'Physical Damage' Exclusion in this Section, the **Insurer** will indemnify the **Insured** up to the limit of indemnity, in respect of any civil liability to pay costs and expenses for the replacement or restoration of any **Third Party** documents, which are lost or damaged while in the care and custody of the **Insured** in the course of the **Professional Services**, and which after diligent search cannot be recovered, due to a **Claim** being made against the **Insured** anywhere within the Territorial Limits during the **Period of Insurance** and arising in connection with the **Insured's** business and is notified to the **Insurer** in accordance with the GTCI and **Policy**, unless stated otherwise, provided that the act, error or omission giving rise to the **Claim** takes place on or after the **Retroactive Date** stated in the **Policy**, provided that no costs and expenses are incurred by the **Insured** without the **Insurer's** prior written consent not to be unreasonably withheld, and must be supported by invoices and/or accounts issued in conformity with generally applicable laws to the **Insurer's** satisfaction.

DISHONESTY OF EMPLOYEES

§7

The **Insurer** will indemnify the **Insured** up to the limit of indemnity for the **Insured's** liability to **Third Parties** for damages, **Claimant's** legal costs and expenses incurred in civil, criminal, administrative or arbitration proceedings and **Defence Costs and Expenses** arising out of any dishonest or fraudulent act or omission by an **Employee** or **Subcontractor**, committed in the conduct of the **Professional Services** carried on, by, or on behalf of, the **Insured** within the

Territorial Limits, which gives rise to a **Claim**, first made against the **Insured** during the **Period of Insurance** and notified in accordance with the relevant terms and conditions of the **Policy**; provided that:

1. the **Insured** will, by any means and at the cost of the **Insurer**, seek to recover or obtain reimbursement of all such monies;
2. no indemnity will be provided to any person committing, condoning or ignoring such dishonest or fraudulent act or omission;
3. The **Insured** must take any possible steps to prevent dishonest and fraudulent acts and omissions;
4. the **Insurer** is entitled to deduct from any payment to be made to the **Insured**, or be reimbursed in respect of any payment already made to the **Insured**, any monies:
 - a) recovered or reimbursed pursuant to action taken in accordance with Part 1. of this Clause;
 - b) which, but for such act or omission, would be due to the person committing, condoning or ignoring such act;
 - c) held by the **Insured** belonging to the person committing, condoning or ignoring such act or omission;
 - d) which, but for such act or omission, would not be the subject of a **Claim** under this Clause,
5. nothing in this Clause precludes the **Insurer** from exercising any right of subrogation against any person committing, condoning or ignoring such dishonest or fraudulent act or omission.

SUBCONTRACTORS

§8

Subject to the **Policy** terms and conditions, this Section is extended to cover the **Insured's** legal liability under this Insuring Clause for a **Claim** arising out of **Products** or **Professional Services** supplied to the **Insured** or to third parties on behalf of the **Insured** by **Subcontractors** or consultants under a written contract.

COMMON EXCLUSIONS APPLYING TO SECTION I

§9

The following Exclusions apply to this Section only, in addition to the General Policy Exclusions set out in § 31 below GTCL.

The **Insurer** will not be liable under this Section in respect of any **Claim, Circumstance**, loss, damage, liability, **Defence Costs and Expenses**, costs or expense based on, arising out of or in any way connected to:

- 1) **Claims by Insured or any Financially Associated Party**, except for the purposes of:
 - a) 'Dishonesty of Employees', paras. 1. and 5.; and
 - b) where the **Claim** or **Circumstance** of an **Insured** Event emanates from a Third Party.
- 2) **Computer System Virus, Software and Data** in computer systems, any **Cyber Incident**.
- 3) **Pollution** any Pollution or Remediation including electromagnetic fields and radio waves.

- 4) **Status as a Director or Officer** any duty, capacity, performance or non-performance as a Director or Officer, including a director, officer, secretary, member or trustee including any personal liability incurred in the course of the Insured's Professional Services.
 - 5) **Product recall:** any liability arising out or resulting from, or related to the cost of withdrawal, recall, inspection, repair, replacement, removal, reproduction or disposal of a **Product**.
-

COMMON POLICY EXTENSIONS APPLYING TO SECTION I

§10

Notwithstanding any Exclusion to the contrary, the following **Extensions** of cover shall apply to the Policy unless stated as 'Not Insured' in the Policy, subject to the Limits, Terms and Conditions of the Policy. For the avoidance of doubt, the insurance provided under these Extensions shall be subject to the applicable Sub-Limits, if any, as specified in the **Policy**. Unless otherwise stated in the Policy, all Extensions shall be inclusive within the Limit stated for the Section to which the related Claim triggering the extension is brought.

ADDITIONAL INSUREDS

§ 11

The **Insurer** shall indemnify any third party as an additional insured under this **Policy**, but only in respect of sums which the **Insurer** becomes legally obliged to pay (including liability for claimants' costs and expenses) as a result of a **Claim** arising solely out of an act, error or omission committed by the **Insured** caused by the Insured, provided that:

1. the **Insured** contracted in writing to indemnify the third party for such a Claim prior to commission of any act for which such person would be provided coverage under this Policy and prior to the Claim first being made against them; and
2. had the **Claim** been made against the Insured, then the Insured would be entitled to indemnity under this **Policy**.

As a condition to the indemnification of any additional insured:

1. the additional insured shall prove to the Insurer's satisfaction that the Claim arose solely out of an act, error or omission committed by the Insured for which coverage would be provided under Section I: Information Technology Professional Indemnity;;
 2. the additional insured shall fully comply with all **Policy** conditions applicable as if they were the **Insured**; and
 3. the **Insurer** has the sole conduct and control of the **Claim**. Where a third party could fall to be considered as an additional insured as a result of this **Extension**, it is understood and agreed that when making any **Claim** against the Insured independent to this Extension, they shall not be treated as an additional insured. This Extension shall not apply to any **Claim** arising out of the liability of others which the **Insured** has assumed in a written or verbal contract
-

COURT ATTENDANCE COMPENSATION

§12

The **Insurer** shall compensate the **Insured** if the **Insurer** or its legal advisers require the **Insured**, any **Employee** or other relevant person to attend any court, arbitration, adjudication or other similar legal process as a witness in connection with a **Claim** indemnified under this Policy, at the rates per day of attendance as specified in the **Policy**

1.

DEFENCE AGAINST FRAUDULENT CLAIMS

§13

The Policy will cover Defence Costs and Expenses incurred by the Insured in respect of groundless, false or fraudulent Claims from third parties that would have otherwise been covered under this Policy.

DUTY TO DEFEND

§14

The **Insurer** shall have the right and duty to take control of and conduct the investigation, settlement or defence of any **Claim** in the name of the **Insured**. The **Insurer** shall also pay on the **Insured's** behalf **Defence Costs and Expenses** incurred with the prior written consent of the **Insurer** (subject always to Limits of Liability shown in the **Policy** where inclusive of such) provided that the **Insurer** shall not pay for the **Defence Costs and Expenses** of any part of a **Claim** that is not covered by this **Policy**. **Payment of Defence Costs and Expenses** shall not be prejudiced by the **Insured's** refusal to reveal the identity of a confidential, newsgathering source.

If the **Insured** refuses to agree to a settlement the **Insurer** recommends and the claimant will accept, the **Insured** may continue the defence and investigation of that **Claim**. However, the further **Defence Costs and Expenses** incurred will be paid by the **Insured** and the **Insurer** on a proportional basis, with eighty percent (80%) payable by the **Insurer** and twenty percent (20%) payable by the **Insured** which shall also be applied to any increased claimant costs resulting from such continuance.

SECTION II FIRST PARTY CYBER LIABILITY

This Section of the **Policy** applies to **Cyber** Incident discovered during the **Policy Period** and reported to the Insurer in accordance with the provisions of the **Policy**, unless otherwise indicated.

LOSS OF AND DAMAGE TO THE INSURED'S DATA

SCOPE OF COVERAGE

§15

1. The coverage includes the **Insurer's** reimbursement of reasonable and necessary expenses incurred by the **Insured** in the restoration of:
 - 1) information stored on the **Insured's Network**;
 - 2) any other **Data**, including the **Insured's** own physical documents;in the event of **Cyber Incident** that took place in the **Period of Insurance**.
 2. The **Insurer** will reimburse the **Insured's** expenses incurred from the date when any of the **Cyber Incidents** that have occurred in the **Period of Insurance** and became known to the **Insured** or should have become known to the **Insured** exercising a reasonable degree of care, whichever is earlier up to the Sub-Limit specified in the **Policy**.
-

BUSINESS INTERRUPTION

SCOPE OF COVERAGE

§16

The coverage includes the **Insurer's** reimbursement of:

- 1) a loss sustained by the **Insured** due to a **Reduction of Business Income** as a result of an interruption of the **Insured's** business operations that occurred during a **Period of Restoration**,
 - 2) reasonable and necessary expenses in excess of the **Insured's** normal operating expenses sustained by the **Insured** during a **Period of Restoration** in order to resume or restore the **Insured's** business operations,
- resulting from a **Cyber Incident** occurring in the **Period of Insurance** or in connection with a **Cyber Theft Unauthorised Access** or **Cyber Extortion Loss** sustained by the **Insured**, which are referred to in §§ 17-18 below.

The coverage in this section is subject to the Sub-Limit specified in the **Policy**.

CYBER THEFT

SCOPE OF COVERAGE

§17

The coverage includes the **Insurer's** reimbursement of the amount (subject to the sublimit defined in the **Policy**) that reflects the value of a **Loss** caused by:

- 1) theft or alteration of the **Insured's Money** or **Securities**;
 - 2) theft or loss of the **Insured's Goods** due to the supply or delivery of **Goods**;
- sustained by the **Insured** exclusively as a consequence of a **Cyber Theft Unauthorised Access** during the **Period of Insurance**, but always excluding **Impersonation Fraud / Fraudulent Communication**.

The coverage under this section is subject to the Sub-Limit specified in the **Policy**.

CYBER EXTORTION SCOPE OF COVERAGE

§18

The coverage includes the **Insurer's** reimbursement of the amount that reflects the value of a **Loss** resulting from **Cyber Extortion** (subject to the sublimit defined in the **Policy**), which was incurred by the **Insured** with the **Insurer's** prior consent, due to the imminent and probable danger of:

- a) loss of, or damage to, the **Insured's Network**,
- b) loss of the **Insured's Money** or **Securities**;
- c) loss, disclosure or unauthorised use of the **Insured's** confidential information or the confidential information in relation to which the **Insured** has the status of **Personal Information** controller within the meaning of art. 4 (7) GDPR;
- d) the payment of **Forensic Investigation Costs** on account of a **Claim** related to para. a) above, which follows any reasonable threat to the **Insured** posed by an extortionist, which occurs during the Period of Insurance.

The coverage under this section is subject to the Sub-Limit specified in the **Policy**.

NOTIFICATION EXPENSES SCOPE OF COVERAGE

§19

The coverage includes the **Insurer's** reimbursement of reasonable and necessary expenses approved in advance by the **Insurer** following an actual or suspected disclosure of **Personal Information**, which were incurred by the **Insured** in order to:

- 1) notify the President of the Personal Data Protection Office in situations where such an obligation results from the generally applicable provisions and to comply with a security breach notice law of any jurisdiction within the **Policy** Territorial Limits, and provide the **Insured's** customers with support services such as credit monitoring services, call centre costs and identity theft education and assistance costs;
 - 2) notify relevant individuals of the disclosure of **Personal Information** where there is no generally applicable law on privacy breaches and to provide **Insured's** customers with support services such as credit monitoring services, call centre costs and identity theft education and assistance costs.
-

ANCILLARY INSURANCES - SECTION II IMPERSONATION FRAUD / FRAUDULENT COMMUNICATION SCOPE OF COVERAGE

§20

The coverage includes the **Insurer's** reimbursement of the **Insured's** loss happening through any digital or telecommunication system as the result of **Impersonation Fraud / Fraudulent Communication** during the Period of Insurance, provided that the **Insurer** will not be liable for this insurance for any amount in excess of the limit of indemnity stated in the **Policy** during Period of Insurance.

The coverage under this section is subject to the Sub-Limit specified in the **Policy**.

DAMAGE TO THE INSURED'S REPUTATION – SECTION II

SCOPE OF COVERAGE

§21

1. The **Insurer** will reimburse the **Insured** (subject to the sublimit defined in the **Policy**) for reasonable and necessary expenses approved in advance by the **Insurer** to respond to adverse or unfavorable publicity or media attention resulting from a **Loss** that is indemnified under this Section II of these GTCL.
 2. Regardless of the expiry of insurance coverage, the **Insurer** will reimburse the **Insured's** (subject to sublimit defined in the **Policy**) reasonable and necessary expenses incurred from the date when any of the **Cyber Incidents** that have occurred in the **Period of Insurance** and become known to the **Insured** or should have become known to the **Insured** exercising a reasonable degree of care, whichever is earlier.
-

COMMON EXCLUSIONS APPLYING TO SECTION II

§22

In addition to the exclusions of the **Insurer's** liability listed in § 31 below, which apply to all insurances, the **Insurer** will also not be liable under Section II for a **Loss** or damage arising in whole or in part, either directly or indirectly from:

- 1) any betterment understood as any restoration of the **Insured's Network** or **Data** stored on the **Insured's Network** or that of a **Third-Party** Custodian to a level beyond that which existed prior to the **Loss** occurring. However, the **Insured** may, with the **Insurer's** prior written consent, elect to improve to a better condition where the betterment costs are the same or less than the costs that would be incurred by the **Insurer** under the insurance contract;
- 2) **the Insured's computer or Insured's Network** breakdown understood as any breakdown of the **Insured's Network** due to any cause other than **Unauthorised Access, Computer Virus, Denial of Service Attack**, or a **System Failure**;
- 3) infrastructure interruptions or disturbances understood as any national or global failure, outage or disruption of mechanical or telecommunications (including internet) infrastructure or services, electrical grids and distribution networks and/or satellites, utility, including a failure of core DNS root servers or IP addressing systems;
- 4) loss of intellectual property rights, in particular understood as the loss of: copyrights (including licenses) patents or trademarks rights, industrial designs, utility models;
- 5) **disclosure of trade secrets**;
- 6) wear and tear understood as any wear, tear or gradual deterioration of **Data** and software or the **Insured's Network** or any part thereof;
- 7) seizure, nationalisation, confiscation, or destruction of property or data by order of any governmental or public authority;
- 8) costs or expenses incurred by the **Insured** to identify or remediate software program errors or vulnerabilities or update, replace, restore, assemble, reproduce, recollect or enhance data

or **Computer Systems** to a level beyond that which existed prior to a **Unauthorised Access, Computer Virus, Denial of Service Attack, or a System Failure.**

- 9) fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide, act of God or other physical event.

SECTION III THIRD PARTY CYBER LIABILITY

This Section III of the **Policy** operates on a **Claims** made basis and applies only to **Claims** first made against the **Insured** during the **Period of Insurance** and notified to the **Insurer** in accordance with the **Policy** terms and conditions, unless stated otherwise.

PROVISIONS COMMON FOR ALL INSURANCES UNDER SECTION III

§23

1. The **Insurer** will pay, on behalf of the **Insured**, damages in connection with **Claims** made by a **Third Party** or an **Employee** arising from a **Cyber Incident occurring in the Period of Insurance**, depending on the insurance given and under the principles set out in the provisions of this Section, if the **Insured** is legally liable vis-a-vis the **Third Party**.
2. If **Interrelated Claims** are subsequently made against the **Insured** and reported to the **Insurer**, any such **Interrelated Claims**, whenever notified to the **Insurer**, will be considered a single **Claim** first notified to the **Insurer** within the **Period of Insurance** in which the earliest of the **Interrelated Claims** was first notified to the **Insurer**. The **Insured** must give written notice of a **Claim** to the **Insurer**, immediately after receipt of the **Claim**. If posted, the date of posting such notice constitutes the date such notice was given to the **Insurer**.

CYBER MEDIA LIABILITY

SCOPE OF COVERAGE

§24

The **Insurer** will pay on behalf of the **Insured** any amount of damages which is in excess of the applicable **Excess** as specified in the **Policy** arising out of a **Claim**, first made by a **Third Party** during the **Period of Insurance**, in respect of:

- 1) defamation of any individual or commercial entity,
 - 2) product disparagement,
 - 3) unintentional infringement of intellectual property rights (understood in accordance with the wording of § 22 para. 4 above),
 - 4) improper deep-linking or framing,
- arising from the **Insured's Cyber Media Activities**.

PRIVACY LIABILITY AND LOSS OF DOCUMENTS

SCOPE OF COVERAGE

§25

The **Insurer** will pay on behalf of the **Insured** any amount of damages which is in excess of the applicable **Excess** as specified in the **Policy** arising out of a **Claim**, first made by a **Third Party** or an **Employee** during the **Period of Insurance**, in respect of:

- 1) a breach of an individual's right of privacy or wrongful public disclosure of private information by the **Insured** or **Third Party, Subcontractors / Suppliers**, for which the **Insured** is liable;
 - 2) the **Insured's** breach of a privacy **Policy**, including breach of any generally applicable law governing the confidentiality, integrity or accessibility of **Personal Information**, including any failure of the **Insured** to provide notice of an actual or potential wrongful disclosure of **Personal Information**.
-

BREACH OF CONFIDENTIALITY LIABILITY

SCOPE OF COVERAGE

§26

The **Insurer** will pay on behalf of the **Insured** any amount of damages which is in excess of the applicable **Excess** as specified in the **Policy** arising out of a **Claim**, first made by a third party during the **Period of Insurance**, in respect of disclosure of **Non-Public Corporate Information** or trade secrets in the custody of the **Insured** or a **Third Party Subcontractors / Suppliers**, for which the **Insured** is liable, including the failure of the **Insured** to provide notice of an actual or potential wrongful disclosure of **Non-Public Corporate Information**.

CYBER SECURITY LIABILITY

SCOPE OF COVERAGE

§27

The **Insurer** will pay on behalf of the **Insured** any amount of damages which is in excess of the applicable **Excess** as specified in the **Policy** arising out of a **Claim**, first made by a **Third Party** during the **Period of Insurance**, in respect of a failure of the **Insured** to prevent a **Cyber Incident** resulting in:

- a) the inability of others to access the **Insured's** Network; or
- b) damage to a **Third Party Network** and/or loss of, or damage to, **Data** stored on a **Third Party Network**; or
- c) loss of, or damage to, **Data** of others stored on the **Insured's** Network or with a **Third Party Subcontractors / Suppliers**, for which the **Insured** is liable; or
- d) loss of or damage to **Money** or **Securities** or the **Money** or **Securities** that the **Insured** deposited with a Third Party for which the **Insured** is liable,

but always excluding **System Failure**.

BREACH OF PAYMENT SECURITY LIABILITY

SCOPE OF COVERAGE

§28

The **Insurer** will pay on behalf of the **Insured** any amount of damages which is in excess of the applicable **Excess** as specified in the **Policy** arising out of a **Claim**, first made by a Third Party during the **Period of Insurance**, in respect of a breach of a written contract between the **Insured** and any entity or individual that governs the storage and processing of credit card information including any breach of the PCI DSS (Payment Card Industry Data Security Standard).

The coverage under this section is subject to the sub-limit specified in the **Policy**.

REGULATORY ACTIONS AND FINES

SCOPE OF COVERAGE

§29

The **Insurer** will pay on behalf of the **Insured** any amount of damages which is in excess of the applicable **Excess** as specified in the **Policy** arising out of a **Claim**, first made by a **Third Party** during the **Period of Insurance**, in respect of:

- 1) regulatory compensatory awards or fines imposed in final rulings or decisions of competent public authorities;
- 2) **Defense Costs and Expenses** paid in any regulatory proceedings related to criminal, civil or administrative proceedings, including any pre-trial or appellate proceedings, related to the **Insured's** business.

The coverage under this section is subject to the Sub-Limit specified in the **Policy**.

COMMON EXCLUSIONS APPLYING TO SECTION III

§30

In addition to the exclusions of the **Insurer's** liability listed in § 31 below, which apply to all insurances under the **Policy**, the **Insurer** will also not be liable under this Section for any **Loss** or **Defence Costs and Expenses** resulting from any **Claims** based upon, arising from, or in consequence of:

- 1) **Claims** by other **Insured** or owned entities understood as **Claims** brought by or on behalf of:
 - 1) any **Insured**, except by an employee in relation to the disclosure of Personal Information of Employees by the principal **Insured** named in the **Policy**,
 - 2) any parent or subsidiary company of the principal **Insured** named in the **Policy**,
 - 3) any person or entity having any executive or controlling interest in the principal **Insured**,
 - 4) any entity in which the principal **Insured** has any interest based on holding shares or shares in share capital.
- 2) chargebacks, understood as any whole or partial payment where a bank or credit card company has prevented or reversed a payment transaction, except covered under Section III – Breach of Payment Security Liability of this Section;

- 3) contractual liability, understood as any liability arising from any **Insured's** contract unless the liability of the **Insured** would have existed to the same extent in the absence of such contract (this does not apply to the insurable risks covered under Section III – Breach of Payment Security Liability);
- 4) gambling and adult entertainment, understood as gambling, prizes, awards, coupons or pornography;
- 5) intellectual property rights, understood as any intellectual property rights, trade secrets or goodwill except to the extent of the following insurable risks covered under Section III: Cyber Media Liability and Breach of Confidentiality Liability;
- 6) misappropriation by the **Insured**, understood as any actual or alleged misappropriation of trade secrets by the **Insured** or an Employee of the **Insured**, regardless of the basis of employment;
- 7) patents, understood as any actual or alleged infringement of patent rights;
- 8) a breach of the **Insured's Professional Services**.
- 10) seizure, nationalisation, confiscation, or destruction of property or data by order of any governmental or public authority;
- 11) fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide, act of God or other physical event.

COMMON PROVISIONS APPLYING TO ALL INSURANCE PRODUCTS

SECTION IV EXCLUSIONS OF INSURER'S LIABILITY

§31

The scope of coverage provided in respect of all insurances named in the GTCI does not extend to any Loss / **Claim** arising in whole or part, directly or indirectly, from:

I) **Bodily Injury or Property Damage.**
Any Bodily Injury or Property Damage

II) **Claims by Other Insured or Owned Entities**

Claims brought by or on behalf of:

1. any **Insured**, except by an **Employee** in relation to the principal **Insured's** disclosure of **Personal Information of Employees**;
2. any parent or subsidiary company of the principal **Insured** named in the **Policy**;

III) **Conversion, Commingling or Misuse of Funds** any conversion, commingling or misuse of funds or any form of money;

IV) **Cost Representations** arising out of:

1. the inaccurate, improper or incomplete description of the price of **Products** or **Professional Services**; or

2. the **Insured's** costs guarantees, cost representations, contract price or estimates of probable costs or cost estimates being exceeded;

V) **Damages, Proceedings, Fines, Taxes and Prosecution Costs** any:

1. disciplinary proceedings;
2. prosecution costs, except in relation to:
 - a) **Claims** made under the Technology Professional Indemnity Section: or
 - b) **Claims** made under the Third Party Cyber Liability Section
3. fines, penalties, damages for pecuniary or moral loss, excluding any damages payable in relation to:
 - a) **Claims** made under the Technology Professional Indemnity Section; or
 - b) **Claims** made under the Third Party Cyber Liability Section
4. return, restitution, recall, reduction, compromise, disgorgement or refund of commissions, fees, charges or other remuneration;
5. non-monetary orientated proceedings, declaratory or injunctive relief;
6. taxes, other public levies or debts;
7. any matters or amounts that may be deemed uninsurable under the law governing the **Policy** or the jurisdiction in which a **Claim** is notified,

unless the civil fine, penalty or damages are legally insurable in the relevant jurisdiction.

8. Any liability incurred by the **Insured** pursuant to provisions in a contract or other agreement which:
 - a) guarantee or warrant a particular outcome beyond the scope of any duty that would otherwise be implied by the generally applicable law; or
 - b) provide for a level of service or produce a result beyond the scope of any duty that would otherwise be implied by the generally applicable law; or
 - c) impose any other liability wider than the liability the **Insured** would assume pursuant to the generally applicable law; in the absence of such contract or other agreement, except as an **Insured** under:
 - ca) 'Insurance - Breach of Payment Security Liability'; or
 - cb) the Technology Professional Indemnity Section.
9. Any claim brought by or on behalf of any state, federal, local or foreign governmental entity, in such entity's regulatory or official capacity; but this exclusion will not apply to the Regulatory Actions&Fines, or any **Claim** made against the **Insured** by a governmental entity solely in its capacity as a customer of the **Insured**;
10. infrastructure interruptions or disturbances understood as any national or global failure, outage or disruption of mechanical or telecommunications (including internet) infrastructure or services, electrical grids and distribution networks and/or satellites, utility, including a failure of core DNS root servers or IP addressing systems.

- VI) **Electromagnetic Field** any liability directly or indirectly caused by or alleged to be caused by or contributed to in whole or in part by Electromagnetic Fields.

VII) **Excluded Territories**

Any liability to pay any **Claim** or provide any benefit under the GTCI an **Policy** in relation to any entity or a natural person domiciled in, or any **Claim** or activity involving any entity or person domiciled in or having a place of business in the territory of:

- 1) Cuba;
- 2) Iran;
- 3) North Korea;
- 4) Syria;
- 5) the Crimea Region of Ukraine.

Notwithstanding the territorial limits applicable to the GTCI and **Policy**, all such territories stated above are excluded from the GTCI and **Policy** and no cover whatsoever is deemed given under the GTCI and **Policy** and no business activity being undertaken in that territory or the provision of any service to or shipment of any goods to, from or within that territory will be covered by the GTCI and **Policy**.

VIII) **Gambling and Adult Entertainment** gambling, prizes, awards, coupons or pornography.

IX) **Insolvency** any insolvency or bankruptcy of the **Insured** or a subsidiary, associated, joint venture or affiliated company of the **Insured**.

X) **Joint Ventures** any association with others while acting in partnership, consortium or joint venture, except:

- 1) where the **Claim** emanates solely from a third party unconnected with said consortium or joint venture; and
- 2) the act, error or omission giving rise to such **Claim** is committed or omitted in the course of **Professional Services** within the Territorial Limits, which **Professional Services** are provided as part of the **Insured's** contribution, obligation, share or input into such partnership, consortium or joint venture; or
- 3) unless agreed writing by the **Insurer** and referenced in the **Policy**.

XI) **Retroactive Date** any act, error or omission actually or allegedly committed or omitted prior to the **Retroactive Date**. This Exclusion only applies to Section I the Technology Professional Indemnity and Section III Third Party Cyber.

XII) **Sanctions**

any trade or activity which is subject to any applicable economic, political or trade sanction, prohibition or restriction.

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 that Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

XIII) **Taxation, Competition, Restraint of Trade**

based upon or arising out of actual or alleged:

- 1) unfair competition, dilution, deceptive trade practices, civil actions for consumer fraud; or
- 2) charges of price fixing, monopolization or restraint of trade; or
- 3) violation of any generally applicable anti-trust laws or regulations.

XIV) Trading and Investment Losses any:

- 1) trading loss or trading liability including those arising from the loss of any client, account or business of the **Insured**; or
- 2) guarantee or undertaking given by the **Insured** for any debt or performance or any other obligation by a third party; or
- 3) depreciation, failure to appreciate or loss of any investments or property for such investment purposes when such depreciation, failure to appreciate or loss is a result of normal (typical) fluctuations in financial, stock, commodity or other markets which are outside the control or influence of the **Insured**.

XV) Unsolicited Communications

Any actual or alleged violation by the **Insured** of generally applicable laws prohibiting unsolicited commercial communications.

XVI) Miscellaneous

The coverage does not extend to any **Loss / Claim** arising in whole or part, directly or indirectly, from:

- 1) failure to comply with the requirements of the generally applicable laws relating to the security and privacy of minors and their **Personal Information** online;
- 2) any acts that are:
 - a) illegal,
 - b) criminal,
 - c) malicious,
 - d) intentional or knowing breach of any commitment, obligation, contract, law or regulation,committed by any of the **Insured's** members of the management board, executive officers, chief operating officers, directors of legal department, risk managers, chief technology officers, chief information officers, risk or privacy officers, including any action to condone or willfully ignore such acts perpetrated by an Employee of the **Insured**, unless such person was no longer in the employment or working for the **Insured** at the time such act was committed;
- 3) any **Claim** or loss sustained by the **Insured** resulting from an **Impersonation Fraud / Fraudulent Communication** except for cases covered by insurance against the risk of 'Impersonation Fraud' as referred to in § 20 above;
- 4) insolvency or bankruptcy of the **Insured** or the Subsidiary;
- 5) joint venture, unless agreed in writing by the **Insurer** and referenced in the **Policy**;
- 6) nuclear hazards and/or radioactive contamination in the form of / originating from:
 - a) emission, release or escape of electromagnetic radiation,
 - b) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
 - c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter,

- d) the radioactive, toxic, explosive or other hazardous properties of any:
 - da) Nuclear Installation, Nuclear Reactor or other nuclear assembly or nuclear component thereof,
 - db) radioactive matter subject to the proviso that this exclusion does not extend to radioactive isotopes (other than nuclear fuel) when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes,
- e) any chemical, biological, bio-chemical or electromagnetic weapon;
- 7) physical or mechanical damage, loss and/or destruction of any property, including the **Insured's Network**, except as expressly covered by insurance against the insurance of 'Cyber Security Liability', which are referred to in § 27 above, respectively;
- 8) **Insured's** prior knowledge of:
 - a) **Claims** made, commenced or threatened against the **Insured** prior to the inception of the insurance contract based on the GTCI,
 - b) circumstance known to, or which ought reasonably to have been known to the **Insured** prior to the Continuity Date of the insurance contract based on the GTCI,
 - c) **Claims** or **Circumstances of an Insured Event**, which were notified or should be notified under any other insurance prior to the inception of the insurance contract based on the GTCI,
 - d) **a Cyber Incident** before the **Continuity Date** which might be expected to the basis of a **Claim** or **Loss** under this policy.
- 9) any liability arising in connection with or resulting from Pollution or the actual or alleged or threatened discharge, dispersal, release or escape of pollutants or any government, judicial or regulatory directive or request that the **Insured** or anyone acting on the direction and control of the Insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralise pollutants. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant including gas, acids, alkalis, chemicals, heat, smoke, vapour, soot, fumes or waste. Waste includes but is not limited to materials to be recycled, reconditioned or reclaimed.
- 10) actual or alleged violation of the generally applicable law on trading in securities,
- 11) any actual or alleged violation of any anti-monopoly, anti-trust, price discrimination, predatory pricing or restraint of trade or unfair competition laws generally applicable,
- 12) violation by the **Insured** of any anti-spam laws generally applicable, including the prohibitive rules applying to commercial dispatch of email communications,
- 13) any loss based on or arising out of or in any way connected to War.
- 14) **Mould**: arising from in any way, the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind; any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins; and any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins;

SECTION V EXTENSIONS TO ALL INSURANCE PRODUCTS OPTIONAL EXTENDED REPORTING PERIOD

§ 32

1. If, for reasons other than outstanding unpaid premium, the coverage provided under this **Policy** is not renewed, the **Insured** has the option to purchase an Extended Reporting Period of three hundred and sixty five (365) days. If such an Extended Reporting Period is purchased, the **Insurer** will pay on behalf of the **Insured** any **Claim** and **Defence Costs and Expenses** incurred as a result of any **Claim** otherwise **Insured** under this, provided that the act, error or omission giving rise to the **Claim** takes place prior to the effective date of the cancellation or non-renewal and is subject to the terms of the GTCI.
2. The **Insured** may purchase the Extended Reporting Period only if all the following conditions are satisfied:
 - 1) if the **Insurer** receives a written request for the Extended Reporting Period no later than ten (10) days following the effective date of cancellation, withdrawal or non-renewal of the insurance contract, and
 - 2) if the **Insurer** receives an additional premium equal to ninety percent (90%) of the latest annual premium no later than thirty (30) days after the Period of Insurance is terminated or expires.

The **Insured** will not be entitled to purchase an Extended Reporting Period if the **Insured** is insolvent or has filed for Insolvency or is in administration during the expiring Period of Insurance.

3. The Extended Reporting Period begins immediately following the end of the expiring Period of Insurance and ends on the earlier of 5 p.m. local standard time on the three hundred and sixty fifth day thereafter, or at the time on the effective date on which the **Insured** concludes the insurance contract that provides the same coverage as that described in this **Policy**.
4. If the Extended Reporting Period ends because the **Insured** concludes the insurance contract that covers the same insurable risk as this Section then the **Insurer** will retain a short term premium calculated at the pro rata proportion of the additional premium and the **Insured** will receive a refund of any balance of the premium, unless there have been any notification of **Circumstances of an Insured Event** or **Claims** during the expiring Period of Insurance or the extended reporting period, in which case no refund will be given.
5. The entitlement to purchase the extended reporting period lapses ten (10) days following the effective date of the cancellation or non-renewal of the insurance contract. Any notification to the **Insurer** during the Extended Reporting Period will be deemed to have been first notified to the **Insurer** during the term of the insurance contract.
6. The coverage afforded under the Extended Reporting Period is subject to the coverage term, restrictions and limits stated in the **Policy**. In no event will any Extended Reporting Period operate to increase the maximum limits of the **Insurer's** liability stated in the **Policy** and stipulated in this paragraph.

SECTION VI TERRITORIAL LIMITS

§ 33

This Insurance applies to **Claims** made and acts, errors and omissions committed or **Damages** occurring in the territories specified in the **Policy** but only if the **Claim** is first made against the **Insured** in those country or countries specified in the **Policy**.

SECTION VII CALCULATION AND PAYMENT OF THE PREMIUM, CONCLUSION OF THE INSURANCE CONTRACT

§34

1. The insurance contract is concluded at the request of the **Policyholder** submitted on "Risk Assessment Form" made available by the **Insurer**. The **Policyholder** is obliged to provide, at the **Insurer's** request, any documents or additional information that enable the **Insurer** to fully assess the risk prior to the conclusion of the insurance contract.
2. The premium is calculated based on the table of premium rates applicable on the day of concluding the insurance contract, following the assessment of risk.
3. The premium is calculated for the period of the **Insurer's** liability.
4. The amount of the premium is specified in the **Policy**.
5. The insurance contract is deemed concluded upon payment of the premium to the bank account indicated by the **Insurer**
6. The premium, or an instalment thereof, is be deemed paid upon the payment of the full amount specified in the insurance contract.
7. The payment is deemed effectively made on the date when a bank transfer order is effectively placed, date of the postal seal stamped on a postal transfer document or a deposit receipt or the date when an online payment is authorised.
8. The **Insurer** must confirm the conclusion of the insurance contract by issuing a **Policy** document.
9. If any part of the premium is based on estimates provided by the **Insured**, the **Insured** must keep an accurate record containing all relevant particulars and must allow the **Insurer** to inspect such record. The **Insured** will, within one (1) month after the expiry of the Period of Insurance, provide such information as the **Insurer** may require for the purposes of adjusting the premium, and the difference will be paid by or allowed to the **Insured** subject to any applicable minimum premium.
10. If the insurance coverage expires before the end of the period specified in the **Policy**, the **Insurer** will return premium to the **Insured** on a pro rata basis.

LIMIT OF INDEMNITY, SUB-LIMITS AND EXCESS LIMIT OF INDEMNITY AND SUB-LIMITS OF THE INSURER'S LIABILITY

§35

1. The limit of indemnity as specified in the **Policy** is the maximum aggregate value of any benefits that the **Insurer** may be obliged to provide under the insurance contract on account of the insurance coverage granted on the basis of provisions of the GTCI and in respect of the insurances designated in the **Policy** notwithstanding: (i) the number of infringements, errors or omissions of persons or entities covered by insurance or persons making a **Claim, Claims, Losses**; (ii) breaches of confidentiality, (iii) the number of selected insurances that are

- referred to in § 4 subsection 1 above. Each Section has its own limit of indemnity which is part of and not in addition to the overall aggregate.
2. The insurance contract is subject to sub-limits specified in the **Policy**. The Sub-Limits apply to the limit of indemnity and reduce the value of benefits that may be provided on account of a given insurance. In particular, the sub-limits reduce the total value of indemnity payments made on account of a given insurance notwithstanding the number of **Claims** and Losses.
 3. Without prejudice to the provisions of § 26 above (Breach of Confidentiality Liability) , the **Insurer** will make a payment in respect of each **Claim** or Loss after deducting relevant Excess specified in the **Policy** (if it's written in the **Policy**) and after the expiry of the Waiting Period stated in the **Policy**. Subject to the provisions of the sentence above, the **Insured** is entitled to receive an indemnity payment provided that the **Insured** pays the amount of Excess to authorised persons as designated by the **Insurer**. The **Insurer** is obligated to make an indemnity payment in addition to Excess. The amount of Excess will not increase the limit of indemnity or a sub-limit.
 4. If the **Insurer** is obliged to make an indemnity payment(s) for several insurances specified in the **Policy** on account of any **Claim** or Loss, the highest of the sub-limits designated for this **Claim** or Loss will apply; the highest of the Excesses specified in the **Policy** will also apply.
 5. The limit of indemnity or sub-limits will be reduced by the amount of any indemnity payments made under the insurance contract.
 6. If another, similar insurance contract is concluded with the **Insurer** or a member of the **Insurer's** capital group or the Subsidiary, the **Insurer's** aggregate liability on account of all such insurance contracts will not exceed the highest limit of indemnity specified for any of those insurance contracts. No provision of this **Policy** is deemed to increase the limit of indemnity specified in the **Policy**. The insurance coverage provided under the insurance contract does not extend to any costs associated with the defence of **Claims** to the extent that the **Insurer** is obliged to defend such **Claims** under another insurance contract.

EXCESS

§36

1. The amount of the indemnity payable by the **Insurer** for **Loss / Claims** will be reduced by the amount of Excess, if specified in the **Policy**. The amount of Excess will be paid by the **Insured** and will not be covered by insurance.
2. In the event that several **Excesses** may be applied in connection with **Losses / Claims** covered by several insurances, then the highest of those **Excesses** will apply to the **Loss / Claim** subject to the **Excess** specified in the insurance contract.

PERIOD OF INSURANCE AND PERIOD OF INSURER'S LIABILITY

§37

1. The Period of Insurance is stated in the **Policy**.
2. Subject to the provisions of subsection 3, the insurance cover starts no earlier than from the day following the payment of the premium.

3. If the Policy is in force already prior to the payment of the premium, and the premium has not been timely paid, the **Insurer** may terminate the insurance contract without notice, and demand the payment of the premium for the period during which the insurance was in force. If not terminated, the contract will expire upon the end of the period covered by the unpaid premium.
 4. The insurance contract can be concluded for a period not shorter than 12 months.
 5. The Insured is entitled to withdraw from the Insurance within 30 days, and if the Insured is a business entity - within 7 days from the date of the contract. Withdrawal from the Insurance does not release the Policyholder from the obligation to pay the premium for the period in which the Insurer provided insurance coverage.
 6. The coverage provided under the insurance contract expires:
 - 1) upon the end of the **Period of Insurance**,
 - 2) upon the exhaustion of the limit of indemnity,
 - 3) due to the **Insurer's** or **Insured's** termination of the insurance contract in cases specified in the GTCI.
-

RIGHTS AND DUTIES OF THE POLICYHOLDER AND THE INSURED

§38

1. The **Policyholder** is obliged to notify the **Insurer** of any circumstances, which are known to the **Policyholder**, that were mentioned by the **Insurer** in the "Risk Assessment Form" or other written communications made prior to the conclusion of the insurance contract. If the **Policyholder** concludes the contract through a representative, this obligation will be imposed also on the representative and extends also to any circumstances that are known to the representative. If the **Insurer** concludes the insurance contract in the absence of answers to individual questions, the circumstances that have been omitted will be deemed irrelevant.
2. Within the term of the insurance contract, the **Policyholder** is obliged to immediately notify the **Insurer** of any change in circumstances, which are referred to in subsection 1 above and were mentioned by the **Insurer** in the "Risk Assessment Form" or other written communications made prior to the conclusion of the insurance contract.
3. The **Policyholder** is obliged to notify the **Insurer** of any change of the address of the **Policyholder's** registered office. If the **Policyholder** has acted through a representative, the obligation established in the preceding sentence will also be imposed on the representative.
4. If the **Policyholder** has acted through a representative, the obligations described in subsections 1-2 will also be imposed on the representative and will extend to any circumstances known to the representative.
5. The **Insurer** will not be liable for the consequences of circumstances that have not been notified to the **Insurer** in violation of subsections 1, 2 or 4. If subsections 1, 2, or 4 have been violated intentionally or by gross negligence, for the avoidance of doubts it is assumed that an event described in the contract and consequences thereof result from the circumstances referred to in the preceding sentence.
6. The **Policyholder** is obliged to provide the **Insurer** with access to **Insured Data** and present documents related to purchase and use thereof.
7. The **Insured** is obliged to provide the **Insurer** with access to its IT infrastructure in loss adjustment procedure, if the **Insurer** so requests, also in a remote (and encrypted) form if this is necessary for the purposes of determining the extent or value of Loss.

8. If the **Policyholder** fails to perform the obligations specified in subsections 6 or 7 due to intentional fault or gross negligence, the **Insurer** may pay indemnity in the appropriate part, insofar as the **Policyholder**'s failure affects the determination of circumstances of Loss or the determination of the amount of indemnity and there is a cause-and-effect relation between the failure and the event that has occurred.
9. The **Insured** is obliged to make the data available to the **Insurer** for the purpose of making a binary copy of **Data** during the loss adjustment procedure.

§39

The **Policyholder** named in the **Policy** has the right and be obliged to make and receive statements concerning the insurance contract that relate to:

- 1) withdrawal therefrom or termination thereof,
- 2) the payment of the premium, including additional premium,
- 3) recoveries of the returned premium,
- 4) agreements on changes to the insurance contract reached during the period of coverage,
- 5) the payment of Excess,
- 6) the receipt of payments under the insurance contract,
- 7) any other correspondence with the **Insurer** that relates to the insurance contract.

CLAIMS CONDITIONS, NOTIFICATION OF CLAIMS

§40

1. If an event covered by insurance occurs, the **Insured** should use any means at its disposal in order to prevent or mitigate a Loss and/or a **Claim** that may occur or costs arising from the insurance contract.
2. If the **Policyholder**, intentionally or due to gross negligence, fails to use the measures defined in subsection 1 above, the **Insurer** will be discharged from liability for **Loss** and/or **Claim** made occurring due to the failure.
3. The **Policyholder** is also obligated to:
 - 1) notify the **Insurer** of the **Loss** and/or **Claim** made, immediately after the discovery of an event, according to the procedure described in § 41 below;
 - 2) leave the location of **Loss** unaltered until the **Insurer** or the **Insurer**'s appointee arrives or establishes remote, encrypted communication unless an alteration is required to secure Data that remain after the loss or to mitigate the Loss;
 - 3) enable the **Insurer** or the **Insurer**'s appointee to perform actions necessary to determine the circumstances of Loss, legitimacy and amount of a **Claim** and provide assistance and explanations for this purpose and also grant necessary authorizations.
4. If the obligations described in subsection 3 para. 1 above are breached due to intentional fault or gross negligence, the **Insurer** will appropriately reduce the amount of indemnity provided that the breach has resulted in an increase of the value of **Loss / Claim** or prevented the **Insurer** from determining the circumstances and consequences of an **Insured Event** and there is a cause-and-effect relation between the breach and the event that has occurred.
5. There will be no consequences of the absence of the notification of an **Insured Event** for the **Insurer** if the **Insured** immediately notifies the **Insurer**, sending an email and/or phone number and/or dedicated application to report a **Loss / Claim** to the address given in the contact information section of the **Policy**, of any **Loss / Claim** of which the **Insured** becomes

aware during the Period of Insurance, provided that if the insurance contract is not renewed and a **Loss** occurs or a **Claim** is made within the last thirty (30) days of the Period of Insurance, the **Insured** should additionally notify the **Insurer** of such **Loss / Claim** not later than a maximum of fifteen (15) days after the end of the Period of Insurance.

6. If the **Policyholder** fails to perform any of the obligations specified in subsection 3 due to intentional fault or gross negligence, the **Insurer** will refuse to pay indemnity in whole or part, depending on the extent to which the **Policyholder's** failure affects the determination of circumstances of **Loss / the merits** and amount of **Claim** or the determination of the amount of indemnity / insurance benefit.

§41

1. In order to be effective, the notification referred to in § 40 subsection 3 para. 1 above, must include in particular:
 - 1) The number of the insurance **Policy**;
 - 2) the name and surname of the declarant along with the name of the **Insured**;
 - 3) contact details of the declarant (telephone number and/or email address);
 - 4) a detailed description of the event giving rise to the **Claim**, including, for example:
 - a) the date of the event detection and the date of occurrence (or probable occurrence) of the event;
 - b) description of causes, actions, errors indicating the occurrence of the Loss;
 - c) an answer to the question whether there has been a breach of the security of **Personal Information** and if so, what was the violation;
 - d) an answer to the question whether there is a risk that the media will be informed about the infringement;
 - e) an answer to the question whether there is an immediate risk of further **Data** loss or wider dissemination;
 - f) a description of actions, if any, that have been taken to repair the **Loss**;
 - g) the estimated value of the **Loss** and its impact on the **Insured's** activities.
2. It is deemed that the **Insured** makes the notification of any **Loss / Claim**, which results from the circumstances described in subsection 1 above, to the **Insurer** on the date the **Insurer** is first notified of these circumstances, provided that the notification meets the requirements specified in subsection 1.

§42

1. In respect of the coverage of the insurances specified in § 4 above, the **Insured** is obliged to present to the **Insurer**, at the **Insured's** own cost, a written, detailed designation of Loss, which is a document that explains circumstances and includes a detailed loss cost estimate.
2. The **Policyholder** or the **Insured** may not admit or assume any liability, make any payment, accept any obligations, agree to any settlement or consent to any judgment or decision without the **Insurer's** prior written consent.

§43

The **Insured** is obliged to immediately provide to the **Insurer** using the contact details specified in the **Policy**:

- 1) at the **Insured's** own expense, all information relating to the **Circumstances of an Insured Event, Loss or Cyber Incident**, as reasonably requested by the **Insurer**. Every writ, **Claim** form or summons must be forwarded to the **Insurer** immediately on receipt; and
 - 2) details of any other insurance relating to the **Circumstances of an Insured Event, Claim or Cyber Incident**; and
 - 3) all the business books, documents, proofs, information, explanation and other evidence as may be reasonably required, all of which information and details may be produced by the **Insured's** professional accountants or auditors, provided they regularly act as such, and said report will be prima facie evidence of such information and details.
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CLAIM HANDLING AND PAYMENT

§44

1. The **Insurer** has the right (but no obligation) to defend **Claims** on behalf of the **Insured** and to appoint counsel representing the **Insured**. The obligation to defend **Claims** rests exclusively with the **Insured**. The **Insurer** has the right to supervise the course of proceedings related to a **Claim**, directly or through an external advisor instructed by the **Insurer**, and the **Insured** must enable the **Insurer** to do so. The **Insurer** reserves the right to participate in all stages of proceedings related to a **Claim**, including negotiations of any settlement. The **Insurer** has the right to investigate the scope of insurance coverage, including statements or information about the **Insured** provided prior to the conclusion of the insurance contract.
2. The **Insurer** is obliged to pay indemnity on the basis of the **Claim** of the insurance contract, as a result of his own findings in the proceedings regarding the facts, the legitimacy of the **Claims** and the amount of indemnity or settlement concluded with him or on the basis of a final court decision.
3. The **Insurer** will make indemnity payments under the insurance contract within thirty (30) days of the date of receipt of notification of an **Insured** event, together with documents and information required to determine whether such payments can legitimately be made hereunder. If it is impossible to clarify the circumstances necessary to determine the liability of the **Insurer** or the amount of indemnity within the time limit set forth above, the **Insurer** will pay indemnity within fourteen (14) days of the date on which it became possible to clarify such circumstances with the exercise of a reasonable degree of care. However, the indisputable part of the benefit shall be paid by the Insurer within the period specified in sentence 1.
4. Subject to the mandatory provisions of law, the portion of the **Insured's Claim** against a Third Party responsible for a **Loss** that reflects the amount of the indemnity payment made will pass to the **Insurer** as of the date of the **Insurer's** payment of indemnity under the insurance contract. The above rule does not apply if an Employee of the **Policyholder / Insured** is the person responsible for a **Loss** unless such an **Employee** acted intentionally, dishonestly or committed a criminal offence, which was confirmed by a final court judgment.
5. If the **Insured** refuses to make a settlement recommended by the **Insurer** and decides to engage in a dispute or further defend a **Claim**, the **Insurer's** liability for this **Claim** will not exceed that amount that suffices to satisfy the **Claim** as of the date of the **Insured's** refusal, increased by the **Defence Costs and Expenses** incurred by the date of the **Insurer's** written recommendation of the settlement.

6. The **Insurer** may, upon obtaining written consent of the **Insured**, make a settlement of a **Claim** if the **Insurer** resolves that such a settlement is beneficial for the interests of the **Insured**. The **Insured** may not refuse such consent without good cause.
7. If the **Insured** refuses the consent referred to in subsection 6 above, the **Insurer's** obligation to indemnify the **Claim** will be limited to the amount that would have been paid by the **Insurer** had the settlement been made as recommended by the **Insurer**, increased by the **Defence Costs and Expenses** incurred by the date of the **Insurer's** written recommendation of the settlement.
8. The **Insured** is obliged to provide the **Insurer**, without delays and at the **Insured's** own cost, with any documents or information requested by the **Insurer** and to support the **Insurer** to an extent necessary for the purposes of investigation or defence of a **Claim**. The support so provided to the **Insurer** may in particular involve the **Insured's** delivery of copies of IT System logs.
9. At the request of the **Insurer**, the **Insured** will provide assistance in determining the liability of any person for the actions, errors or omissions that have triggered insurance coverage under the insurance contract.
10. In matters related to the insurance contract, the **Insured** may not accept or satisfy any **Claims**, pay any costs, offer any settlement, make any promises or waive the liability of others without the **Insurer's** prior written consent. In the case of a breach of this provision, the **Insurer** will be discharged from the obligation to provide indemnity unless the **Insured** has been unable to behave differently under applicable laws.

DEFENCE COSTS AND EXPENSES

§45

1. Without prejudice to subsection 2 below, where applicable, the **Insurer** will pay, on behalf of the **Insured**, **Defence Costs and Expenses** no later than 30 (thirty) days after the receipt by the **Insurer** of itemized invoices for **Defence Costs and Expenses**, provided that the **Insurer** consented for the **Defence Costs and Expenses**, in excess of the applicable **Excess** and only once cover is confirmed by the **Insurer**. The **Insurer** is not liable for any **Defence Costs and Expenses** to which it has not consented in writing. The invoices must be sent to the address specified in the **Policy**.
2. Payment of **Defence Costs and Expenses**, as referred to in subsection 1 above, will be made if:
 - 1) the **Insured** and the **Insurer** agree on an allocation of insured and uninsured **Defence Costs and Expenses**; or
 - 2) the **Insured** and the **Insurer** cannot, after exerting their best efforts, agree on an allocation of insured and uninsured **Defence Costs and Expenses**, the **Insurer** then will pay the percentage of **Defence Costs and Expenses** which the **Insurer** states to be fair and proper, until a different allocation is agreed upon or determined pursuant to the provisions of the insurance contract and applicable law; and
 - 3) the **Insured** agrees to repay the **Insurer** any **Defence Costs and Expenses** finally established not to be covered; and

- 4) any allocation or advancement of **Defence Costs and Expenses** does not apply to, or create, any presumption with respect to the allocation of other liabilities of the **Insurer** under a given insurance contract.
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ALLOCATION OF LOSS

§46

If any **Claim** includes both insured and uninsured **Loss**, the **Insured** agrees that there must be an allocation between insured and uninsured **Loss**. The **Insured** and the **Insurer** will exert their best efforts to agree upon a fair and proper allocation between insured and uninsured **Loss**, based upon the relative legal and financial exposures of the parties to such matters, and the relative benefits obtained by the parties to any settlement of such matters. If an **Insured** and the **Insurer** cannot agree on an allocation between insured and uninsured **Loss**, the matter will be resolved on the basis of the law of the jurisdiction of the place of registration of the company stated as **Insured** in the Policy” referred to in § 56 below.

DISCHARGE OF LIABILITY

§47

The **Insurer** is entitled, at its sole discretion, to pay to the **Insured** in connection with any **Claim** against the **Insured**, the applicable limit of indemnity (after deducting any sums already paid), or any lesser amount for which such **Claim** can be made, and will thereupon relinquish the conduct and control of the **Claim** and incur no further liability in connection therewith except for the amount of the **Defence Costs and Expenses** incurred prior to the date of payment where these are within of the limit.

RECOURSE

§48

1. The portion of the **Insured’s Claim** against a Third Party responsible for the **Policyholder’s** Loss that reflects the amount of the indemnity payment made will pass by law to the **Insurer** as of the date of the **Insurer’s** payment of indemnity. If the **Insurer** made payment in respect of only a portion of a Loss, the **Policyholder’s** will have priority in satisfaction of their **Claim** for the remainder of the Loss over the **Insurer’s Claim**.
 2. The **Policyholder** must ensure that **Claims** for damages against persons responsible for a Loss may be effectively asserted.
 3. If the **Policyholder** waives its **Claims** against Third Parties on account of **Loss** or breach of obligations under subsection 2 above without prior consent of the **Insurer**, the **Insurer** will refuse the payment of indemnity, in whole or in part; if indemnity has already been paid, the **Insurer** may request return thereof.
-

COMPLAINT PROCEDURE

§49

1. The **Policyholder**, the **Insured** or the beneficiary named in the insurance contract may make complaints regarding the services provided by the **Insurer** or Findia Sp. z o.o. (complaint) through one of the following contact channels:
 - a) in writing to the management board of FINDIA Sp. z o.o., postal address: ul. Puławska 145, 02-715 Warszawa, Polska, or
 - b) by phone to +48 22 112 02 40 (call costs charged in accordance with the tariff of the telecommunication carrier), or
 - c) via email to: kontakt@findia.pl.
 2. The response of the **Insurer** or Findia Sp. z o.o. to the complaint will be made in writing or via email if a person filing the complaint will request a written response to their complaint. In addition, at the request of a person making the complaint Findia Sp. z o.o. acting on its own behalf or on behalf of the **Insurer** will confirm in writing or as agreed the fact of the complaint having been made.
 3. Findia Sp. z o.o. acting on its own behalf or on behalf of the **Insurer** must respond to the complaint in no event later than within thirty (30) days from the date of its receipt. The above time-limit will be kept if a response is sent to a customer before its expiry.
 4. In particularly complicated cases in which the complaint cannot be examined and response thereto sent within thirty (30) days, Findia Sp. z o.o. is obligated to:
 - 1) explain reasons for the delay,
 - 2) indicate circumstances that need to be determined for the complaint to be examined,
 - 3) specify the time-limit for the examination of and responding to the complaint in no event longer than 60 days from the date of the complaint's receipt by the **Insurer**.
 5. The response of the **Insurer** or Findia Sp. z o.o. to the complaint will be made:
 - 1) in writing; or
 - 2) through another durable data carrier; or
 - 3) via email – at the request of the complainant.
 6. Regardless of the above, the complainant who is a natural person may request the assistance of municipal or district consumer ombudsmen and the Financial Ombudsman at the following address:

Biuro Rzecznika Finansowego
Al. Jerozolimskie 87, 02-001 Warszawa,
Tel. +48 22,333 73 26, +48 22,333 73 27, +48 22,333 73 28 fax: +48 22,333 73 29
email: biuro@rf.gov.pl

This procedure of complaints handling does not restrict or affect the rights of the **Policyholder, Insured** or other lawfully authorised persons.
 7. The consumer has the right to file a motion with the Financial Ombudsman requesting proceedings for out-of-court resolution of consumer disputes related to the insurance contract. The Financial Ombudsman is an entity entitled to conduct proceeding regarding consumer dispute resolution under the Out-of-court Resolution of Consumer Disputes of 23 September 2016. More information can be found on the website of the Financial Ombudsman, <https://rf.gov.pl/>.
 8. There is a possibility to conduct an out-of-court proceedings for the resolution of a dispute between a consumer living in the European Union and the **Insurer** through the ODR online platform at <http://ec.europa.eu/consumers/odr/>.
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TERMINATION OF THE INSURANCE CONTRACT

§50

If the insurance contract has been concluded for a period exceeding six (6) months, the **Policyholder** has the right to withdraw from the contract within thirty (30) days and – if the **Policyholder** is a business entity – seven (7) days following the date of the conclusion of the contract. If at the moment of the conclusion of the contract the **Insurer** failed to notify the **Policyholder** who is a consumer of the **Policyholder's** right to withdraw from the contract, the period of thirty (30) days is counted from the day the **Policyholder** has learned of the **Policyholder's** right. Withdrawal from the insurance contract does not discharge the **Policyholder** from the obligation to pay the premium for the period during which the **Insurer** provided coverage.

SECTION VIII FINAL PROVISIONS ACQUISITIONS AND FORMATIONS OF COMPANIES

§51

2. Where the **Insured** acquires or forms a company subsequent to the inception date of this insurance contract and the turnover relating to such acquired or formed company does not exceed fifteen percent (15%) of the estimated turnover of the **Insured** at the inception date of this **Policy**, then the insurance contract will include as an **Insured** any such acquired or formed company automatically from the date of acquisition or formation without additional premium provided that:
 - 1) the services carried out by such company as part of its business activity are the same to the **Insured's** business; and
 - 2) the **Insurer** will not be liable for any **Claim** or circumstances, which, prior to the acquisition, the acquired company was aware, or ought to have been aware exercising a reasonable degree of care or which might reasonably be expected to give rise to a **Claim** except where the acquired company is still able to **Claim** under the existing insurance contract; and
 - 3) the Retroactive Date applicable to the business services of the new entity is deemed to be the date of acquisition (if acquired by the **Insured**) or formation (if formed by the **Insured**); and
 - 4) the **Insured** controls the composition of the management board or controls more than half the voting power at the general meeting of shareholders or holds more than half of the issued share capital, regardless of class of share; and
 - 5) the acquired or formed company is not domiciled or incorporated or listed on the stock exchange in the United States of America, its territories or possessions; and
 - 6) the acquired or formed company does not derive in excess of twenty percent (20%) of its turnover from the United States of America, its territories or possessions; and
 - 7) The **Insured** must use its best endeavors to ensure that the acquired or formed company's IT infrastructure will be promptly absorbed in to the IT infrastructure of the **Insured** unless the acquired or formed company's IT infrastructure and risk management measures are at least of the same standard as those of the **Insured** most recently disclosed to the **Insurer**.

3. If all of the above criteria cannot be satisfied, the **Insurer** will require a detailed underwriting submission to consider inclusion of the acquired or formed company, which will not be deemed covered until confirmed in writing by the **Insurer**.

CHANGES IN THE INSURED'S LEGAL STATUS

§52

1. Bankruptcy or insolvency of the **Insured** does not relieve the **Insurer** of its obligations and deprive the same of its rights arising out of the insurance contract.
2. If, during the Period of Insurance, the **Insured** is taken over by or merged with another entity or if any person assumes over 50% of the **Insured's** share capital, the **Insured** is put into administration, has a liquidator or a trustee in bankruptcy appointed, the coverage under the insurance contract will remain in force until the end of the Period of Insurance exclusively in respect of **Claims** connected with **Losses** that have arisen before the date of such takeover, merger, change in ownership or a change of management as stated above.
3. If, during the Period of Insurance, the **Insured** ceases to be a subsidiary, the coverage under the Insurance contract will remain in force until the end of the period of insurance exclusively in respect of **Claims** regarding **Losses**, actions, errors and omissions that have taken place before that moment.

TRANSFER OF RIGHTS AND OBLIGATIONS UNDER THE INSURANCE CONTRACT

§53

Any transfer of rights and/or obligations under the insurance contract will not be valid without the prior written consent of the **Insurer**.

OTHER INSURANCE

§54

1. If any **Loss / Claim Insured** under these GTCI is also covered by another insurance, then the insurance based on the GTCI is deemed to provide priority coverage in respect of any other insurance and is treated as an insurance that will first pay for any **Losses / Claims with restriction to section 2 below**.
2. If any liability of the **Insured** is **Insured** under any other insurance or indemnity whether collectible or not (or which would be but for any **Excess**, retention, deductible or similar) or which would be but for the existence of this **Policy**, then coverage under Section I, will apply only as excess over any other valid and collectible insurance, unless such other insurance is written only as specific excess insurance over the applicable Limits of Liability provided under the **Policy**.

APPLICABLE LAW

§55

This policy will be interpreted under, governed by and construed in all respects in accordance with the law of the jurisdiction of the place of registration of the company stated as the insured in the Policy and we and you agree to submit to the exclusive jurisdiction of the courts within the territorial limits and jurisdiction of the place of registration of the company stated as the **Insured** in the Policy.

DISPUTE RESOLUTION

§56

1. The **Insurer** and the **Insured** must make every effort to resolve any disputes related to the insurance contract in an amicable manner within 30 days of the written notification of the other party about the dispute. Notwithstanding the option set out in the first sentence above, either party is entitled to bring an action before a court. All disputes shall be subject to the exclusive jurisdiction of the courts within the territorial limits and jurisdiction of the place of registration of the company stated as the **Insured** in the Policy.
2. Lloyd's Insurance Company S.A. hereby agrees that all summonses, notices or processes requiring to be served upon it for the purpose of instituting any legal proceedings against it in connection with this Insurance shall be properly served if addressed to it and delivered to its care of Findia Sp. z o.o. who in this instance, has authority to accept service on its behalf. Lloyd's Insurance Company S.A. by giving the above authority does not renounce its right to any special delays or periods of time to which it may be entitled for the service of any such summonses, notices or processes by reason of its residence or domicile in Belgium. This service clause will not be read to conflict with or override the obligations of the parties to resolve their disputes as provided for in any other clause in this Policy and, to the extent required, shall apply to give effect to that process.

SUBROGATION

§57

The **Insured** must, at the request and expense of the **Insurer**, do, and concur in doing, and permit to be done, all such acts and things as may be reasonably required by the **Insurer** for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from any other party, whether such acts and things are or become necessary or required before or after the **Insured's** indemnification by the **Insurer**, and the **Insured** may do nothing following any loss to prejudice any such rights.

MISCELLANEOUS

§58

1. The **Insured** must give notice to the **Insurer** of any material alteration or material change in circumstances affecting the risk covered and until the **Insurer** agrees in writing to accept liability for such altered risk, the **Insurer** will not provide an indemnity in respect of the liability arising from such altered circumstances.
2. If any benefit is obtained or attempted to be obtained under the **Policy** by way of any fraudulent means or devices by the **Insured**, or anyone acting on the **Insured's** behalf, then the **Insurer** will not be liable to pay the **Claim** and may terminate the insurance contract with immediate effect, i.e. with effect from the time of the fraudulent act confirmed by the final court verdict, retaining any premiums paid. However, treating the insurance contract as

having been terminated does not affect the rights and obligations of the **Insured** or the **Insurer** with respect to a relevant event (for example, the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**) occurring before the time of the fraudulent act.

3. The **Insured** is obliged to:
 - a) take all reasonable and necessary precautions to prevent, diminish, to an extent possible, or cease any activity which may give rise to any liability under the **Policy**;
 - b) exercise the highest degree of care in the selection and supervision of Employees;
 - c) comply with any generally applicable laws, including statutory requirements, regulations and manufacturers' recommendations relating to the inspection and use of property and the health and safety of persons; and
 - d) immediately, i.e. as soon as reasonably practicable after discovery, take any available steps to make good or remedy any defect or danger, and in the interim take any possible precautions as may be required for making good or remedying the defect or danger, with effect from the date the Occurrence.

FINAL PROVISIONS

§59

1. Findia Sp. z o.o., a Lloyd's coverholder is the controller of **Personal Information**, including confidential insurance data. Such data and information will be processed in order to perform insurance contract. Provision of such **Personal Information** is voluntary but necessary to enter into an insurance contract. A relevant GDPR Clause is included in Enclosure 1 below.
 2. Without prejudice to subsection 3 below, all notices, statements and applications aimed at modifying or withdrawing from the insurance contract should be made in writing, otherwise null and void, and become effective upon their service to an addressee.
 3. Any correspondence regarding the documentation related to determining the **Insurer's** liability may be served to an e-mail address of the **Insurer's** representative, as laid down in § 1 subsection 2 or a person reporting a **Loss** and/or **Claim**, if such a person indicated such a possibility.
 4. English is the language of the correspondence and contacts with the **Insurer**.
 5. The **Insurer** is not liable for any taxes and fees connected with the receipt of insurance benefit.
 6. The **Policyholder** is liable for any fees connected with the payment of insurance premiums.
- These GTCI enter into force on the 14th of July 2021 and are applied to insurance contracts entered into following that date.

Enclosure 1 GDPR Clause

This information relates to the processing of personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (hereinafter: GDPR).

Data Controller

The administrator of your personal data is Findia Sp. z o.o. with its registered office in Warsaw (Puławska 145, 02-715 Warsaw, company no. KRS 0000421624). The Administrator may be contacted by e-mail: iod@findia.pl or by correspondence, to the above address.

Purposes of data processing and legal basis

Your data may be processed for the purpose:

1. insurance risk assessment, signing and implementing an insurance agreement, including for contact purposes (ground: Article 6(1)(f) of the GDPR, i.e. pursuing a legitimate interest of the controller);
2. performance of the insurance contract (ground: Article 6(1)(f) of the GDPR, i.e. pursuing a legitimate interest of the controller);
3. statistical and analytical purposes (ground: Article 6(1)(f) of the GDPR, i.e. the legitimate interest of the controller);
4. establishing, safeguarding and pursuing possible claims (ground: Article 6(1)(f) of the GDPR, i.e. the legitimate interest of the controller);
5. preventing and prosecuting insurance crimes (ground: Article 6(1)(f) of the GDPR, i.e. the legitimate interest of the controller)
6. direct marketing (ground: Article 6(1)(a) of the GDPR, i.e. the consent of the data subject)
7. fulfilment of obligations related to counteracting money laundering and financing of terrorism and Foreign Account Tax Compliance Act (FATCA) and Common Reporting Standard (CRS) reporting;
8. fulfilment of obligations incumbent on the Administrator in connection with sanctions introduced by relevant regulations of the United Nations, the European Union or the United States of America.

Your personal data may be transferred or entrusted to the following entities:

- a) providing outsourcing services to the Administrator (including IT, hosting, legal);
- b) other insurance firms in order to assess insurance risk;
- c) reinsurance undertakings and insurance agents;
- d) risk assessment bodies;
- e) public authorities, on the basis of statutory requirements;
- f) bodies affiliated to the Administrator economically.

Automated processing of data

As a general rule your personal data are not subject to automated decision making, including profiling.

However, the Administrator will use profiling for risk assessment, conclusion of a contract or granting insurance cover and also to determine the amount of the insurance premium. Decisions will be made on the basis of data collected in the process of granting insurance cover and the conclusion of the insurance contract.

If you give your consent to direct marketing by the Administrator, your data will also be profiled for this purpose.

Transmission of data outside the EEA

The Administrator does not transfer data outside the European Economic Area unless it is necessary for the performance of the concluded insurance contract. The Administrator will ensure the adequate protection of the transferred data.

Data storage period

Where an insurance contract has been concluded or insurance cover granted, your personal data shall be stored until the expiry of the limitation period for claims under the insurance contract or until the obligation to store the data under the law expires, in particular the obligation to keep the accounting documents relating to the insurance contract, the obligation to store the data pursuant to the Act on Anti-Money Laundering and Combating Terrorist Financing, the FATCA Act and the CRS Act.

If no insurance contract has been concluded or insurance cover granted, your personal data shall be stored until the claims resulting from those expire.

If no insurance contract has been concluded or insurance cover granted, in the event that you grant appropriate consent your personal data will be used for marketing purposes, unless you withdraw your consent.

The data will be processed for analytical and statistical purposes for a period of 12 years from the date of termination of the insurance contract.

Entitlements in the scope of data processing

Every data subject is entitled to:

- a) the right to be informed about the processing of personal data, i.e. to confirm whether your data are being processed and the right to access data (Article 15 of the GDPR);
- b) the right to request the rectification of data (Article 16 of the GDPR);
- c) the right to request the deletion of data (Article 17 of the GDPR);
- d) the right to request a restriction of the processing of data (Article 18 of the GDPR);
- e) the right to have data transferred (Article 20 of the GDPR);
- f) right to object to the processing of data (Article 21 of the GDPR and Article 6(1)(f) of the GDPR).

These rights can be exercised by sending a message to e mail iod@findia.pl. The data subject has a right to lodge a complaint with the supervisory authority responsible for personal data protection. In Poland, the supervisory authority is the President of the Office for Personal Data Protection (ul. Stawki 2, 00-193 Warsaw).