



## Policy Wording

# Lorega Home Cyber Recovery

### 1. Introduction

Home Cyber Recovery Insurance provides and pays for the services of a **cyber expert**, together with certain other payments, to help **you** recover from a **cyber threat, cyber attack, email fraud, cyber theft** or **identity theft** which has been discovered during the **period of insurance**, or a **cyber defamation liability claim** which has been made against **you** during the **period of insurance**, subject to the conditions and exclusions of this insurance and the payment of the premium. The services provided and how much **we** will pay are set out in Section 3 - "What you are covered for".

### 2. How to make a claim

In the event of a claim, please call the **scheme administrator** on 020 7767 3075.

In respect of any claim referred by **you** directly to the **scheme administrator**, the **scheme administrator** acts as agent for **us** and not **you**.

### 3. Definitions

The following words shall have the same meaning wherever they appear in bold in this policy.

**Cyber attack** means a deliberate digital attack designed to damage, delete, corrupt, destroy or disrupt **your home computer system** or **your** personal digital data including but not limited to computer virus, **hacker** attack, denial of service attack or ransomware.

#### **Cyber defamation liability claim**

Means a written demand for compensation, injunctive or other relief made against **you** by a third party for defamation, including libel, slander, disparagement or malicious falsehood and arising directly from a **hacker** gaining unauthorised access to the content of **your** personal email, personal social media posting or personal website.

**Cyber expert** means any legal, investigatory or security experts appointed by the **scheme administrator** to provide **you** with cyber security expert help.

**Cyber theft** means any theft of **your** personal funds by a **hacker** or charges arising from the fraudulent use by a **hacker** of **your** personal digital data or telephone or mobile call allowance.

**Cyber threat** means any threat from a third party to damage, delete, corrupt, destroy or disrupt by any means **your home computer system** or **your** personal digital data or to use, disseminate, divulge or publicise **your** personal digital data.

**Email fraud** means any fraudulent email request that results in **you** transferring funds from **your** personal account to the account of a third party as a result of such request.

**Hacker** means a third party who maliciously targets **you** and gains unauthorised access to **your home computer system** solely by circumnavigating the security systems in place to protect against such unauthorised access.

**Home** means **your** house, flat or other residential property at the address stated in the schedule.

**Home computer system** means any computer, hardware, software, information technology or communications system that connects to **your home** internet, owned by **you** and used mainly for personal purposes and is located at **your home** together with any internet enabled mobile device either at **your home** or whilst it is outside of **your home**.

**Identity theft** means theft of and/or fraudulent use of **your** identity and personal digital data by third parties resulting in damage to **your** credit record and/or **your** financial loss.

**Incident** means a **cyber threat, cyber attack, email fraud, cyber theft, identity theft** or **cyber defamation liability claim**.

**Nuclear risks** means:

- a. any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;
- b. any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above;
- c. all operations carried out on any site or premises on which anything in a. or b. above is located.

**Period of insurance** means the period set out in the schedule.

**Scheme administrator** or **Lorega** means Lorega Limited, 36 Leadenhall Street, London, EC3A 1AT. Lorega is authorised and regulated by the Financial Conduct Authority, registration number 308694.

**We, our, us** means Hiscox Underwriting Limited on behalf of Hiscox Insurance Company Limited (HICL). Hiscox Underwriting Limited is authorised and regulated by the Financial Conduct Authority and Hiscox Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

**You, your** means the person(s) named as the Insured in the schedule, including their immediate family permanently residing in the **home**.

#### 4. What you are covered for:

##### 1. Cyber threat or Cyber attack

If **you** are the victim of a **cyber threat** or **cyber attack** during the **period of insurance** we will:

###### 1.1 Provide expert help as follows:

Initial expert advice and assistance through **our** telephone based, 24/7 help desk. Thereafter, **we** will provide further advice and expert help either by telephone or remote access software, to where possible:

- investigate the **cyber threat** or **cyber attack** and identify its nature;

- remove any virus, terminate any hacking attack, address denial of service issues and remove ransomware;

- reconfigure and restore **your home computer system** and **your** personal digital data utilising **your** own back ups;

**We** will provide up to 25 hours of expert help.

###### 1.2 Pay **you** the reasonable and necessary:

- cost of repairing or replacing **your home computer system**, where **our** expert help provided at 1.1 has been unable to resolve the **cyber attack**;
- cost of paying a ransom or financial demand arising from a **cyber threat** including the cash value equivalent of any marketable goods or services surrendered as at the time of surrender;

**We** will pay up to £10,000 for any claim and up to a maximum of £10,000 in total in the **period of insurance**.

##### 2. Email fraud and cyber theft

If **you** are the victim of **email fraud** or **cyber theft** during the **period of insurance** we will:

###### 2.1 Provide expert help as follows:

Initial expert advice and assistance through **our** telephone based, 24/7 help desk. Thereafter, **we** will provide further advice and expert help by telephone, to where possible:

- investigate the **email fraud** and provide assistance in recovering any financial loss from banking, credit or other financial institutions;
- investigate the **cyber theft** and provide assistance in recovering any financial loss from banking, credit or other financial institutions or **your** digital data, telephone or mobile communications provider.

**We** will provide up to 25 hours of expert help.

###### 2.2 Reimburse you the amounts you have lost:

- as a result of **email fraud**, where **our** expert help provided at 2.1 has been unable

to recover all or some of those lost amounts;

- as a result of **cyber theft**, where **our** expert help provided at 2.1 has been unable to recover all or some of those lost amounts.

**We** will pay up to £25,000 for any claim up to a maximum of £25,000 in total in the **period of insurance**.

### 3. Identity Theft

If **you** are the victim of **identity theft** during the **period of insurance** **we** will:

3.1 Provide expert help as follows:

Initial expert advice and assistance through **our** telephone based, 24/7 expert help desk. Thereafter, **we** will provide further advice and expert help by telephone, to where possible:

- investigate the **identity theft** and provide assistance in working with the police, financial institutions and any other relevant organisations, to take back control of **your** identity and to help **you** to correct **your** credit records;

**We** will provide up to 25 hours of expert help.

3.2 Pay **you** the reasonable and necessary:

- cost of monitoring **your** credit records for up to one year following the discovery of the **Identity theft**.

**We** will pay up to £1000 for any claim up to a maximum of £1000 in total in the **period of insurance**.

### 4. Cyber Defamation Liability Claim

If **you** are required to settle a claim or judgement or arbitration award against **you** arising from a **cyber defamation liability claim** first made during the **period of insurance** **we** will:

**We** will provide up to 25 hours of expert help.

4.1 Pay **you** the reasonable and necessary:

- costs and expenses incurred, with **our** prior written agreement, to defend the claim or judgement or arbitration

- amount required to settle a claim or a judgement or arbitration award against **you** **We** have the right, but not the duty, to take over at any time and conduct in **your** name the defence and settlement of any **cyber defamation liability claim** made against **you**.

**We** will pay up to £50,000 for any claim up to a maximum of £50,000 in total in the **period of insurance**; however, **you** must not reveal the amount of cover available under this section. If **you** do, **we** may reduce any payment **we** make under this section by any amount equal to the detriment **we** have suffered as a result.

### 5. What you are not covered for:

**We do not cover:**

1. physical loss or damage to tangible property, other than damage to **your home computer system** from a **cyber attack** or by a **hacker**;
2. loss arising from the failure of services to **your home** from any third party service provider;
3. any loss or damage or liability whatsoever that relates to, or is for the purposes of, **your** trade, business or profession;
4. the costs of retrieving, repairing or replacing any software programs, **your** personal digital data, photographs, videos or music;
5. any matter that prior to the start of this policy **you** knew or reasonably should have known would be likely to lead to a covered claim or loss;
6. in respect of section 1.2; any ransom or financial demand unless **you**:
  - make all reasonable efforts to determine that the **cyber threat** is genuine and not a hoax before agreeing to any payment of the ransom or financial demand;
  - can demonstrate to **us** that the ransom or financial demand to be paid, or the goods or services to be surrendered, are done so under duress; and
  - have obtained **our** prior consent before the ransom or financial demand is paid or goods or services surrendered.

7. in respect of section 2.2; any loss in respect of **email fraud** unless before agreeing to any payment, you or someone on **your** behalf took reasonable steps to:

- authenticate and verify the identity of the person who sought to obtain money from **you**; and
- establish that person's entitlement to request and receive payment.

8. any **incident** occurring outside of the United Kingdom, the Isle of Man, the Channel Islands or the European Union.

9. any **incident** arising from war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or **nuclear risks**.

10. any incident occurring as a direct or indirect consequence of, or in connection with, or in any way relating to any:

i) fraudulent act, error or omission by **you**;

or

ii) act, error or omission committed by **you** with the intention of making a personal profit, financial gain or other advantage to which **you** are not legally entitled.

iii) deliberate, wilful or reckless acts, errors or omissions, procedures or policies which:

a) **you** know are unlawful; or

b) **you** should reasonably be expected to know are unlawful.

11. any loss where **you** have wilfully paid or transferred money, personal documents or title deeds, whether deception is involved or not. This exclusion does not apply to any claim **we** have agreed to pay for social engineering.

12. infringement of any intellectual property rights.

13. negligent transmission of a computer virus.

## 6. Conditions

### Pre-Conditions of liability to provide service and payment

It is a pre-condition of the Home Cyber Recovery Insurance Policy to provide the services and payments stated hereunder that:

a. **You** shall have paid the premium stated in the schedule as at the date of any **incident**;

b. **You** must ensure that password protection is enabled, all software updates are applied within 90 days of their availability, that all firewalls are active and anti-virus software is current and active on all computers, portable devices used, owned or controlled by **you** and **you** can, when requested, evidence that appropriate controls are adhered to;

c. **You** must provide notice to **us** of any **incident** discovered during the **period of insurance** as soon as **you** can. For the purposes of this condition:

i. 'discovered' shall mean the knowledge of **you** or **your** family;

ii. notice must be provided to **Lorega** via the emergency telephone line set out below;

d. **You** must provide written notice to **us** of any **cyber defamation liability claim** promptly after it is made against **you**. Such notice is to be provided within the **period of insurance**, or at the latest within 14 days after this policy expires for any claim made against **you** in the seven days before expiry;

e. **You** shall not admit any liability for or settle any claim without **our** prior written consent. If **you** do, **we** may reduce any payment **we** make under the Policy by an amount equal to the detriment **we** reasonably consider **we** have suffered as a result.

## 7. Subrogation

Notwithstanding that **you** may, before an **incident**, have waived in writing all rights of recovery against any person, **we** may require an assignment of rights of recovery to the extent that payment is made by **us**. If an assignment is sought, **you** must sign and deliver all related papers and co-operate with **us**.

#### 8. Fraud

If **you**, or anyone on **your** behalf, tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this Cyber Recovery Insurance Policy, then **we** shall be entitled to serve notice to terminate this Cyber Recovery Insurance Policy with effect from the date of the giving of false information or making of the fraudulent claim.

**We** shall be entitled to retain all premium payments and shall make no payment in respect of any claim made after the date of termination. **You** must reimburse any payments already made under this Cyber Recovery Insurance Policy in relation to any claim made after the date of termination.

#### 9. How to make a complaint

Should you have a complaint regarding this Lorega Home Cyber Recovery Insurance Policy, please contact **Lorega** in writing at: 36 Leadenhall Street, London EC3A 1AT or by telephone on: 020 7767 3070.

In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to: Hiscox Customer Relations, The Hiscox Building, Peasholme Green, York, YO1 7PR or by telephone on +44 (0)800 116 4627 or +44 (0)1904 681 198 or by email at [customer.relations@hiscox.com](mailto:customer.relations@hiscox.com).

Complaints which cannot be resolved may be referred to the Financial Ombudsman Service.

Their address is:

Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone: 0800 023 4567

For more information regarding the scope of the Financial Ombudsman Services, please refer to [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**Your** legal rights are not affected by this complaints procedure.

#### 10. Data Protection Notice

**We** and **Lorega** collect and process information about **you** in order to provide and administer insurance policies and to process claims. **Your** information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing **your** information with, and obtaining information about **you** from third parties such as brokers, loss adjusters, credit reference agencies, service providers, professional advisors, regulators or fraud prevention agencies.

**We** and **Lorega** may record telephone calls to help monitor and improve the service provided.

For further information on how **your** information is used and **your** rights in relation to information please see **our** privacy policy at [www.hiscox.co.uk/cookies-privacy](http://www.hiscox.co.uk/cookies-privacy) and **Lorega's** privacy policy at [www.lorega.com/privacy-policy/](http://www.lorega.com/privacy-policy/).

#### 11. Financial Services Compensation Scheme

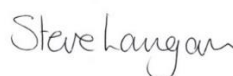
**We** are members of the FSCS. **You** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations. Further information can be obtained from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU, Tel: 0800 678 1100 or 020 7741 4100.

#### 12. Governing Law

Unless some other law is agreed in writing, this Cyber Recovery Insurance Policy will be governed by the laws of England.

#### 13. Our promise

In return for the premium **you** have paid, **we** agree to insure **you** in accordance with the terms and conditions of this Lorega Cyber Recovery Insurance Policy.



Steve Langan  
Managing Director, Hiscox UK