

# England and Wales Cricket Board (ECB) Cyber Insurance

## Summary of Cover

This insurance is underwritten by Lloyd's Syndicate 1183. Lloyd's Syndicate 1183 is managed by Talbot Underwriting Ltd. Talbot Underwriting Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This document provides a summary of the cover, exclusions and restrictions. The full terms and conditions of this insurance can be found in the policy document. Complete pre-contractual information on the product is provided in other documents



### What is this type of insurance?

This policy will protect your business from cyber-attack and any liabilities that arise due to a breach of privacy legislation, including but not limited to the Data Protection Act 1998 and the General Data Protection Regulation (GDPR). Cover is also provided for Media Liability and Payment Card Industry Fines and Penalties. You have direct access to a 24/7/365 helpline in the event of an incident.

**Limit of Liability:** £50,000 any one claim and in the aggregate for each covered club

**Sublimit:** £10,000 any one claim in respect for Fund Transfer Fraud and Third Party Escrow Funds

**Excess:** £250 any one claim but Nil for incident response costs

	What is insured?		What is not insured?
	<p>Following a Cyber Event (defined as unauthorised access, an operator error, a denial of service attack or the introduction of any malware, including ransomware) into or against your network or any cloud provider with whom you have a written contract:</p> <ul style="list-style-type: none"> <li>✓ Re-instatement of your data,</li> <li>✓ Loss of your gross profit caused by the Cyber Event,</li> <li>✓ A specialist IT forensic company to investigate the cause and scope of the Cyber Event.</li> </ul> <p>Following your loss of third party data or a breach of any privacy legislation worldwide (a Data Liability Event) :</p> <ul style="list-style-type: none"> <li>✓ Defence Costs, we will appoint a specialist law firm to defend you,</li> <li>✓ A specialist IT forensic company to investigate what data has been compromised,</li> <li>✓ Costs to notify data subjects if this is required by legislation or considered necessary to protect your reputation,</li> <li>✓ A Public Relations Company to protect and mitigate any damage to your reputation.</li> </ul> <p>In addition, where this data relates to credit or debit card information:</p> <ul style="list-style-type: none"> <li>✓ Credit monitoring costs for affected individuals,</li> <li>✓ Any fines and penalties that you are required to pay by the Payment Card Industry as well as Assessment Costs that includes fraudulent transactions for which you are liable.</li> <li>✓ Your legal liability for the transmission of a virus to a third party, or your unknowingly taking part in a denial of service attack.</li> <li>✓ Your legal liability for accidentally infringing any copyright or trademark, or any defamation, provided always that this liability is incurred in undertaking your usual business practices.</li> </ul> <p>The reimbursement of financial loss resulting from:</p> <ul style="list-style-type: none"> <li>✓ Theft or unauthorized transfer of your funds by</li> </ul>		<ul style="list-style-type: none"> <li>✗ Any bodily injury or physical damage. Note that (i) data is not considered to be physical property; (ii) illegally accessed devices as a result of a cyber event are covered.</li> <li>✗ Any claims or losses about which you were aware but did not tell us before incepting the policy.</li> <li>✗ Any losses attributable to or based upon any intentional, criminal or fraudulent acts committed or condoned by any Principal, Partner or Director of your business.</li> <li>✗ Any gross profit loss where the interruption to your network is less than the Waiting Period shown in the schedule.</li> <li>✗ Any losses caused by the failure of electricity or telecommunications.</li> <li>✗ Any statutory fines, unless these are considered to be insurable at law. Note this does not apply to Payment Card Industry fines and penalties.</li> <li>✗ Any losses caused by bankruptcy, insolvency or liquidation of you or any cloud service provider.</li> <li>✗ Any losses caused by the loss of media without password or biometric protection (including smartphones, tablets and laptops).</li> <li>✗ Any losses caused by a breach of any anti-Spam legislation anywhere in the world.</li> <li>✗ Any funds or monies that are transferred to an unintended third party on receipt of new, amended or differing instructions where you have not authenticated, where you have not: (1) called the telephone number held on file for the third party; (2) received oral confirmation from the third party that the transfer request is valid.</li> </ul>

electronic means.

- ✓ Phishing or social engineering resulting in transfer of your funds to an unintended party.
- ✓ Third party funds held in your account being transferred to an unintended party.



### Are there any restrictions on cover?

- ! You are responsible for the ~~retention excess (e.g. excess)~~ and waiting period amount as shown on your policy documents.
- ! Endorsements may apply to your policy. These will be shown in your policy documents.
- ! Cover under this policy shall not violate any applicable trade or economic sanctions or any law or any regulation worldwide. This provision overrides all other terms of this policy.



### Where am I covered?

- ✓ Your policy will respond to losses anywhere in the world and will also defend you (if necessary) anywhere that an action is taken against you, including the United States and its dependent territories.



### What are my obligations?

- You will deploy and maintain commercial grade anti-virus and firewall across your network.
- You, or the Your Cloud Service Provider, will back-up critical data at least every 7 days. Where such data is copied to portable media, such portable media will be secured off-site.
- You will be compliant with the relevant Payment Card Industry Data Security Standard in relation to any Merchant Services Agreement you hold.
- You shall encrypt or tokenise all third party non-public data or information for which you are legally liable.
- You shall password protect all portable media, including but not limited to smartphones and memory sticks.
- Any funds or monies that are transferred to an unintended third party on receipt of new, amended or differing instructions must have been authenticated, by: (1) calling the telephone number held on file for the third party; (2) receiving oral confirmation from the third party that the transfer request is valid.
- In the event of a suspected loss or claim you must contact the helpline number 0800 376 6216, quoting 'ECB' no later than 7 days from when you are first made aware of any incident.
- You must not admit any liability or enter into any settlements without our prior written consent.
- **Failure to meet your obligations could result in a claim being rejected, a reduction in the amount we pay or the cancellation of your policy.**



### When and how do I pay?

- The premium has been included as part of your club affiliation and paid on your behalf by the ECB.



### When does the cover start and end?

- Your period of insurance is given in the policy document and is usually (but not always) of 12 months duration.



### How do I cancel the contract?

- Should you wish to cancel please contact England and Wales Cricket Board.