



SPECIALIST
PROFESSIONAL
INDEMNITY
INSURANCE

International Transport Intermediaries Club Ltd

90 Fenchurch Street
London EC3M 4ST

T +44 (0)20 7338 0150

F +44 (0)20 7338 0151

E itic@thomasmiller.com

www.itic-insure.com

@ITICLondon

Third party cyber liability endorsement 1

to the terms and conditions of certificate of entry:

All words in **bold text** in this Endorsement shall have the meaning given to them in the Endorsement Definitions section below.

Senior Member: Sample Policy Wording

Endorsement risk insured: You are insured for your liability to third parties and costs resulting from the **Unauthorised Use** of:

- a) Your **Computer Network** to damage, alter, misappropriate, misuse or destroy the **Data** or **Software** of a third party (including but not limited to the transmission of malicious **Software**).
- b) Your **Computer Network** to transmit a communication intended to obtain money, data or confidential information from a third party by misrepresentation (including but not limited to phishing or pharming).
- c) Your **Computer Network** to delay, deny, prevent or disrupt the provision of the insured services shown in your certificate of entry.

Endorsement Exclusions:

- i) Damage to hardware or other physical property.
- ii) Damage to your own **Computer Network** or **Data** including costs incurred in remedying the same.
- iii) Claim resulting from the failure or disruption of power, utilities, telecommunications and other services external to your **Computer Network** and outside your control.

Endorsement Qualifications:

- i) You are insured if the **Unauthorised Use** arises from dishonest, intentional or reckless conduct by your employees other than by a Controller. The definition of Controller in Rule 42 shall additionally include senior IT manager.
- ii) The cover provided under Rule 2.1 (d) *loss of or damage to documents or computer records* is not removed or amended by this endorsement.

- iii) The provisions of “Rule 3 Exclusions and qualifications applicable to Rule 2” will apply to this endorsement.
- iv) Warranted that there are no known or reported claims or circumstances likely to give rise to a claim as at date to be agreed.
- v) Notwithstanding the provisions of Rules 3.1 and 9.1, the Club shall not be liable for any claim notified during the period of insurance if the act, omission, or circumstances giving rise to the claim occurred prior to date to be agreed.

Endorsement limit of liability: USD xxx each occurrence and USD xxx in total each account year

Endorsement deductible: USD xxx

Endorsement period: To be agreed.

Endorsement price: USD xxx Additional annual premium

Please note that the price for the insurance does not include premium tax, stamp duty or any other charges, including bank charges. If applicable these will be for your account

Endorsement definitions:

Computer Network

Computers operated by you in connection with the provision of the insured services shown in your certificate of entry along with any software and peripheral devices that are necessary to make the **Computers** function including servers, networking equipment and data storage devices.

Computers

Programmable machines used to run software and process data.

Data

Information held in machine readable form.

Software

A set of instructions that make **Computers** function including operating systems and applications.

Unauthorised Use

Access to, or use of, your **Computer Network** without your permission. Access includes the interception of any function of your **Computer Network**.

All other terms and conditions as detailed in the original certificate of entry and any subsequent endorsements remain unchanged.