

QBE Europe SA/NV

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TECH PROTECT PLUS INSURANCE

TECH PROTECT PLUS INSURANCE POLICY SCHEDULE

1.	Issue date:	07 February 2024									
2.	Policy number:	PI: 064 0003523 Cyber: 090 0002387									
3.	Insurer:	QBE Europe SA/NV, Sweden branch									
4.	Claims notification:	<p>FAO: Financial Lines Claims QBE Europe SA/NV, Sweden branch Kungsgatan 27 SE-111 56 Stockholm Sweden</p> <p>Or by e-mail: claims-sweden@se.qbe.com</p>									
5.	Cyber and data security representative:	<table border="1"> <tr> <td>One Network Firm:</td> <td>Delphi</td> </tr> <tr> <td>Incident Response Number:</td> <td>+46 812160606</td> </tr> <tr> <td>Primary Language:</td> <td>Swedish</td> </tr> <tr> <td>Incident Response Email Address:</td> <td>OneCyberResponseLine.Sweden@clydeco.com</td> </tr> </table> <p><u>IT Forensics:</u> KPMG, Grant Thornton, Kroll, S-RM, Kivu Consulting, Envista Forensics</p> <p><u>Public relation:</u> Fleishman Hillard with local partners</p> <p><u>Legal Assistance:</u> One network firm stated above</p> <p><u>Credit Monitoring:</u> Equifax</p>		One Network Firm:	Delphi	Incident Response Number:	+46 812160606	Primary Language:	Swedish	Incident Response Email Address:	OneCyberResponseLine.Sweden@clydeco.com
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6.	Policyholder and Insured:	ZealiD AB Box 3437 SE-111 56 Stockholm Sweden									
7.	Insured business description:	ZealiD is a qualified trust service provider under eIDAS (Regulation (EU) N°910/2014). ZealiD identifies natural persons remotely in order to issue digital certificates to them and provide them with digital identification, authentication and signature. ZealiD then markets and sells that data to companies such as banks, financial service providers, insurance providers, lawfirms and accounting firms. The primary use cases are qualified signing and remote know your customer identification according to money laundering acts. ZealiD is authorized by the Swedish Finance Authority as an account information service provider (PSD2) to extract account data on behalf of the natural person from a third party account. ZealiD processes sensitive personal data as a data controller and processor. ZealiD operates under ETSI standards and is certified by authorized EU conformity assessment bodies as well as Swedish supervisory body Post and Telecoms Authority.									
8.	Period of Insurance:	From 01 February 2024 to 31 January 2025, both days inclusive at the Policyholders address									
9.	Territory and Jurisdiction:	Worldwide									
10.	Limit of Indemnity:	SEK 20,000,000 any one claim and in the aggregate including costs and expenses									
10. 11.	Sub-limits of Indemnity:	<table border="1"> <thead> <tr> <th>Section</th> <th>Sub-limit</th> </tr> </thead> <tbody> <tr> <td>Technology, cyber, data security and multimedia cover (2):</td> <td>Full limit</td> </tr> <tr> <td>The coverage provided under this insured section is extended with a</td> <td>Hacker financial crime cover (2.3.3)</td> </tr> </tbody> </table>	Section	Sub-limit	Technology, cyber, data security and multimedia cover (2):	Full limit	The coverage provided under this insured section is extended with a	Hacker financial crime cover (2.3.3)			
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The coverage provided under this insured section is extended with a	Hacker financial crime cover (2.3.3)										

		sub-limit of SEK 1,000,000 for each of the following covers:	Loss of or damage to documents (2.3.4) Public relations and crisis management services (2.3.7) Withdrawal of contents (2.3.8)
		Data breach notification costs cover (3):	Full limit
		Information and communication asset rectification costs cover (4):	Full limit
		Regulatory Defence and Penalty costs cover (5):	Full limit
		Public relations costs cover (6):	25 % of the limit of indemnity
		Forensics costs cover (7):	Full limit
		Credit monitoring costs cover (8):	Full limit
		Cyber business interruption cover (9):	Full limit
		Cyber extortion cover (10):	25 % of the limit of indemnity
12.	Excess:	SEK 100,000 each and every claim	
13.	Time retention:	12 hours	
14.	Retroactive Date:	01 February 2021	
15.	General Conditions:	PTPP010615 - QBE Tech Protect Plus (Sweden)	
16.	Special Conditions:	None	
17.	Endorsements:	1) War and Cyber Operation Exclusion	
18.	Broker:	Söderberg & Partners	
19.	Brokerage:	Nil	
20.	Annual Premium:	SEK 132,500 (net)	

Signed by and on behalf of QBE Europe SA/NV, Belgium, Sweden Branch

 

Simon Højmark
QBE Europe SA/NV, Belgium, Sweden Branch

War and Cyber Operation Exclusion

It is noted and agreed that clause 11.1.43 war & terrorism is deleted in its entirety and replaced with the following:

1. Notwithstanding any provision to the contrary in this insurance, this insurance does not cover that part of any loss, damage, liability, cost or expense of any kind (together "loss") resulting:
 - 1.1. directly or indirectly from **war**;
 - 1.2. from a **cyber operation** that is carried out as part of a **war**; or
 - 1.3. from a **cyber operation** that causes a sovereign state to become an **impacted state**.

Provided, however, paragraph 1.3 shall not apply to the direct or indirect effect of a **cyber operation** on a **computer system** used by the **insured** or its third party service providers that is not physically located in an **impacted state** but is affected by a **cyber operation**.

Attribution of a **cyber operation** to a sovereign state

2. In determining attribution of a **cyber operation**, the **insured** and **insurer** shall have regard to whether the government of the **impacted state** formally or officially attributes the **cyber operation** to another sovereign state or those acting at its direction or under its control.

In the absence of attribution by the **impacted state**, the insurer may rely upon a reasonable inference as to attribution of the **cyber operation** to another sovereign state or those acting at its direction or under its control having regard to such evidence as is available to the **insurer**.

In the event that the government of the **impacted state** either takes an unreasonable length of time to, or does not, or is unable to attribute the **cyber operation** to another sovereign state or those acting at its direction or under its control, it shall be for the insurer to prove attribution by reference to such other evidence as is available.

Definitions

The following definitions apply for the purposes of this exclusion only:

3. **Computer system** means any computer, hardware, software, communications system, electronic device (including but not limited to, smart phone, laptop, tablet, or wearable device), server, cloud infrastructure or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility or as defined in the policy to which this endorsement is attached. If there is any inconsistency between definitions of **computer system** in this endorsement and the policy, the policy definition shall apply and shall override the inconsistent provisions in this endorsement.
4. **Cyber operation** means the use of a **computer system** by, at the direction, or under the control of a sovereign state to disrupt, deny, degrade, manipulate or destroy information in a **computer system** of or in another sovereign state.
5. **Essential service** means a service that is essential for the maintenance of vital functions of a sovereign state including but not limited to financial institutions and associated financial market infrastructure, health services or utility services.
6. **Impacted state** means a sovereign state where a **cyber operation** has had a major detrimental impact on:
 - 6.1. the functioning of that sovereign state due to disruption to the availability, integrity or delivery of an **essential service** in that sovereign state; and/or
 - 6.2. the security or defense of that sovereign state.
7. **War** means the use of physical force by a sovereign state against another sovereign state, or as part of a civil war, rebellion, revolution, insurrection, or military or usurped power, whether war be declared or not.

All other terms and conditions of the **policy** shall remain unchanged.

Fair processing notice – GDPR

To provide our services as an insurer, QBE Danmark, Filial af QBE Europe SA/NV, Belgien, CVR-no. 39800985 will need to collect and use personal information. The types of personal information that we collect, and our uses of that personal information will depend on your relationship with us but will include details such as name, address and contact details. The primary legal basis for our processing is the performance of the contract that you enter into according to the General Data Protection Regulation article 6 (1)(b). The purposes for which we use your personal information will include evaluating insurance applications and providing quotes; providing insurance cover; handling claims; crime and fraud prevention and debt recovery.

We may obtain your personal information from or share it with third parties such as intermediaries, other insurers, reinsurers, insurance brokers, loss adjusters, sub-contractors, our affiliates, group companies, public authorities, the police and other law enforcement agencies, fraud and crime prevention and detection agencies, databases and registers, publicly available sources and certain regulatory bodies for the purposes described in our Privacy Notice: <https://qbe.dk/privacy-policy/>.

Depending on the circumstances, we may transfer personal information outside the European Economic Area (EEA) to countries that have less robust data protection laws. Any such transfer will be made with appropriate safeguards in place.

In some cases, we may need to process certain types of "sensitive personal information" such as information relating to your health and criminal convictions in order to provide our insurance services and pay claims. Unless another legal ground applies, we will need your consent which you give by providing that information. We will collect your consent separately when relevant. We have described our processing of your personal data under these circumstances in our Privacy Notice.

You can find out more about our use of personal information and the rights that you have by clicking here: <https://qbe.dk/privacy-policy/>. You can also request a paper copy of the Privacy Notice by contacting the Data Protection Officer by e-mail: at dpo@uk.qbe.com or in writing to: The Data Protection Officer, QBE European Operations, 30 Fenchurch Street, London, EC3M 3BD. We recommend that you review this notice.

If you provide us with personal information relating to a third party, you should provide them with a copy of this notice.

Complaints

It is the intention of the company to provide a first class service. Your usual Contact person remains your privileged interlocutor. He/she is able to provide you with all the information and explanations, thanks to his already thorough knowledge of your situation.

However, if the answer provided by your interlocutor does not satisfy you and should you wish to make a complaint, you may write, in the first instance, to
Email: Nordics-complaints@qbe.com;
or in writing to the following address: Att: Complaints Officer, Kungsgatan 27, 115 56 Stockholm.

Please make sure to provide the references of the file concerned and any supporting documents. We will acknowledge receipt of your claim within five business days and respond as soon as possible and, at the latest, within two months, unless the complexity of the resolution may warrant a longer processing time. We will inform you if necessary. Deadlines run from the date of receipt of your claim.

If you are not satisfied with the way your complaint regarding QBE has been resolved, and you wish to take the matter further, you have the possibility to lodge your claim with the local district court.

QBE Europe SA/NV, Filial Sverige

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www.QBEurope.com

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