

**This pre-priced proposal applies to all companies and institutions whose annual turnover is less than or equal to €10,000,000.**

This form must be completed accurately and truthfully and provide **us** with all information, circumstances and facts that are important for **our** assessment of the risk to be insured, as well as for identifying the **policyholder** and insured parties.

Insurance intermediary / Broker:	
Policyholder / Legal entity:	
Name of contact person:	
Address:	
Postcode and place:	
Telephone number:	
Website:	

The CyberClear by Hiscox pre-priced proposal applies to all companies sectors/businesses, with the exception of:

- Financial institutions (e.g. banks, insurance companies, asset managers, pension funds, etc.)
- Consultancy and intermediation in financial products (e.g. insurance, credit, retirement and mortgage advice, etc.)
- Payment processing (e.g. Equens, iDeal, PayPal, Mastercard, ICS, American Express, etc.)
- Social media and social networks (e.g. YouTube, Tumblr, Facebook, LinkedIn, Twitter, etc.)
- Rating (credit) agencies (e.g. D & B, Moody's, Fitch Ratings, Standard & Poor's, etc.)
- Gambling
- Sex industry
- Aerospace and defence

Enter the names of the **affiliated entities** to be insured with **you** (more than 50%):

1.

Any legal entity that the **policyholder** owns on the day this **policy** takes effect, provided such legal entity:

2.

- is registered within the European Economic Area or in the United Kingdom; and
- is not aware of any **complaint** made against them on the date the **policy** takes effect.

3.

4.

5.

Turnover (excluding VAT, including the above entities) over the last 12 months: €

## The policyholder declares that:

- they do not generate sales directly or indirectly in the United States and/or Canada;
- they do not already hold Cyber insurance with Hiscox, and have not submitted an insurance application within the last three months;
- they have not been the subject of a challenge likely to render them liable, and are not aware of any situations that could give rise to **claims or damages**;
- that there has never been a formal **complaint** about the way in which the **policyholder**/insured party has handled **personal data**;
- they have never been the subject of an investigation regarding **personal data**, including, but not limited to, payment card data, or **your** privacy-related activities;
- they do not hold more than 100,000 items of data relating to payment cards and/or have these stored in their own network and/or systems (computer systems) or with **third parties**;
- they do not use operating systems for which updates are no longer supported by their manufacturer (e.g. Windows XP and Windows 7), and that they update software and systems (including anti-virus software and firewalls) within 30 days of the manufacturer releasing patches;
- when they make a payment of more than €10,000 to a new supplier or a new bank account number, they verify the accuracy of these new bank details by telephone;
- they use two-step verification \* (2FA/MFA) for remote access and/or access to web applications (e.g. Gsuite, Office365);  
\* In addition to the username and password, a security code is used that only the authentic user can receive on their phone, via email or on a specific authentication application.
- that they perform weekly backups of their critical data and systems\*. And that at least one backup is disconnected from their **systems** or via one of the following cloud services: Microsoft OneDrive, Google Drive, iCloud, Azure Recovery Services Vault, AWS Infrequent Access or AWS Glacier.  
\* Critical data and systems are defined as those that, were they unavailable or offline for more than 24 hours, would result in a loss of revenue for the policyholder.

## Insured amount and premium

Sum insured per claim and maximum per year of insurance	Annual turnover				
	Up to €500,000	Between €500,000 and €1 mil.	Between €1 mil. and €2,5 mil.	Between €2,5 mil. and €5 mil.	Between €5 mil. and €10 mil.
€250,000	€628.00 incl. VAT <input type="checkbox"/>	€753.00 incl. VAT <input type="checkbox"/>	€928.00 incl. VAT <input type="checkbox"/>	€1,229.00 incl. VAT <input type="checkbox"/>	€1,911.00 incl. VAT <input type="checkbox"/>
€500,000	€983.00 incl. VAT <input type="checkbox"/>	€1,201.00 incl. VAT <input type="checkbox"/>	€1,283.00 incl. VAT <input type="checkbox"/>	€1,556.00 incl. VAT <input type="checkbox"/>	€2,239.00 incl. VAT <input type="checkbox"/>
€1,000,000	€1,365.00 incl. VAT <input type="checkbox"/>	€1,584.00 incl. VAT <input type="checkbox"/>	€1,966.00 incl. VAT <input type="checkbox"/>	€2,294.00 incl. VAT <input type="checkbox"/>	€3,004.00 incl. VAT <input type="checkbox"/>
€2,000.00	€1,966.00 incl. VAT <input type="checkbox"/>	€2,403.00 incl. VAT <input type="checkbox"/>	€2,785.00 incl. VAT <input type="checkbox"/>	€3,441.00 incl. VAT <input type="checkbox"/>	€4,096.00 incl. VAT <input type="checkbox"/>

Including €18.75 estimated acquisition costs, €9.63 estimated administration costs, and €8.47 taxes per 100 € of premium (including VAT) \*

**Excess: €1,000 per claim / damages (withholding period) 8 hours.** No excess is applicable to the **Assistance** cover.

## Sub-limits

<b>Failure of your computer systems due to a human error:</b> Full or partial interruption to <b>your</b> professional <b>activities</b> following accidental malfunction or unavailability of <b>your computer systems</b> caused by a <b>human error</b> by <b>you</b> or by one of <b>your officials</b> .	Cover limit selected above
<b>Excess charges in invoices:</b> We will cover <b>you</b> in the event of fraudulent use by a <b>hacker</b> : — of <b>your</b> telephone systems; or — of <b>your</b> internet connection or cloud service; or — of <b>your</b> electricity supply point; where this use impacts the cost of invoices sent to <b>you</b> by <b>your</b> operator.	€50,000.-, with an <b>excess</b> of €1,000.-
<b>Cyber fraud and/or theft:</b> We will cover <b>you</b> in the event of fraud <b>you</b> experience, understood as any illegal act carried out by a <b>hacker</b> and resulting from their intrusion into <b>your computer systems</b> , or an act of <b>social engineering</b> .	€50,000.- with an <b>excess</b> of €1,000.-
<b>Clean-up service after a cyber-attack:</b>	€15,000.- per insurance year above the sum insured.
<b>Improvements</b> Following an <b>insured event</b> , <b>we</b> will cover any costs incurred, subject to <b>our</b> prior written agreement, in connection with improving the security level of <b>your computer systems</b> .	Up to a maximum of 10% of the <b>claim</b> for which <b>we</b> are indemnifying <b>you</b> , not exceeding a total of €10,000.
<b>Director</b> Where a <b>director</b> of the <b>policyholder</b> is the victim of one or more of the following cyber incidents indirectly damaging the <b>policy holder's</b> reputation	We will cover, up to a maximum of €3,000, the costs of rebuilding the insured party's reputation through, among other things, the removal or concealment of defamatory content.

## Conditions of insurance

CyberClear by Hiscox BCR202109

**Effective date (no later than 48 hrs after the date of signature):** ..... / ..... / ..... (dd/mm/yyyy)

## Protection of personal data

HISCOX is the trading name of several companies in the HISCOX group. The company, acting as data controller for **your** personal data, is indicated on the documentation provided to **you**. If **you** have any queries or questions, **you** can also contact us at any time by telephone on 0032 2 788 26 00, or by sending us an email to DataProtectionOfficer@hiscox.com. **We** collect and process **your** information for the purposes of offering and providing insurance policies and handling claims. **Your** data is also used for commercial purposes, such as fraud detection and prevention and financial management. This may mean Hiscox has to share **your** information with companies within the group and third parties such as brokers, experts, credit reporting agencies, service providers, professional advisers, **our** supervisors and fraud prevention agencies. **Your** telephone calls may also be recorded to help us monitor and improve our services. For more information on how **your** data is used, and **your** rights regarding your data, please consult our privacy statement on **our** website: [www.hiscox.be](http://www.hiscox.be).

## Duration of the contract

The policy will take effect from the date of signature of this insurance application by the **policyholder**, subject to compliance with the eligibility criteria referred to in this document. Unless otherwise agreed, the cover shall begin the day after the insurer's receipt of the application. The **insurer** will notify this date to the **policyholder**. The **policyholder** has the right, except in the case of policies of less than 30 days' duration, to terminate the policy with immediate effect at the time of notification, within a period of fourteen days for insurance policies, from the date on which the insurer receives the application. The **insurer** may, except in the case of policies of less than 30 days' duration, terminate the **policy** within 14 days of receipt of the application; termination becoming effective eight days after notification.

## Final Declaration

**Please note: by signing this form, you declare that you meet the conditions cited herein regarding your eligibility for this product. If this is not the case, please contact your broker.**

For the purposes of this proposal form, the terms in bold **affiliated entities, you, loss and claim** have the same meaning as stated in the CyberClear standard terms and conditions of insurance BCR202109.

**You** would like to take out the following insurance product: CyberClear by Hiscox. **You** confirm that Hiscox does not need to perform a market analysis for the risk **you** wish to insure. **You** acknowledge that the contents of the insurance policy for the product **you** have chosen matches the analysis of **your** needs and requirements, and that **you** are familiar with the scope and limitations of this product **you** have chosen. By signing this form, the undersigned acknowledges that the insurance company, the insurance company's representative and the insurance broker have fulfilled their duties of information and/or advice.

The undersigned acknowledges having received the following documents, and that they have been able to review them before signing this application: the information document (IPID) and the policy's terms and conditions of insurance.

**You** confirm that **you** have opted to receive pre-contractual and contractual legal information electronically to **your** email address.

## Signature

The undersigned declares that they are authorised to represent the **policyholder**, as director, partner or authorised manager.

Title and name of the legal representative:

Company name:

.....

.....

Done in:

Signature:

..... / ..... / .....

\* Note that if you are comparing different insurance policies, you cannot only compare the estimated costs and charges of the policies, but also take into account other factors such as the scope of the cover, the amount of any excess or exclusion clauses. The above estimates provide a better picture of the portion of premium used to cover the risk covered by the insurance policy. The balance of the premium, net of charges and contributions, together with acquisition and administration costs, includes the portion of the premium used to provide the contractually defined services and costs other than those set out above (including the joint and mutually shared costs of claims and of managing claims). These estimates are calculated based on the accounting data from the insurance company's most recent financial year, as approved by its general meeting.

## Legislation

### About Hiscox SA

Hiscox SA is an insurance company registered in the Grand Duchy of Luxembourg and supervised by the Commissariat aux Assurances (CAA). Hiscox SA is duly authorised to operate as an insurance provider in other Member States of the European Union and the European Economic Area. For further information, please consult the registry at [www.caa.lu](http://www.caa.lu).

Hiscox SA is registered on the Luxembourg Registre de Commerce et des Sociétés (RCS Luxembourg) under RCS Luxembourg reference B217018. The registered office of Hiscox SA is located at 35 F, Avenue John F. Kennedy, 1855 Luxembourg, LUXEMBOURG. For further information, you can consult the registry at [www.lbr.lu](http://www.lbr.lu).

Hiscox SA is duly authorised to operate as an insurance provider in Belgium under the freedom of establishment regime.

You can view the registration details of the Belgian branch under reference number 3099 with the National Bank of Belgium ('BNB' – Boulevard de Berlaumont 14, 1000 Brussels, Belgium): <https://www.nbb.be>.

The Belgian branch of Hiscox SA is registered with the Belgian companies register under number 0683.642.934. The Belgian branch of Hiscox SA is located at Avenue du Bourget 42 B8, 1130 Brussels.

### Advice and distribution channels

Hiscox SA distributes its products through a selected group of insurance intermediaries.

Hiscox SA does not provide advice on its own insurance policies. You can of course contact your insurance broker and/or adviser to obtain advice.

### Complaints procedure

Any requests or complaints can be sent to:

- Your insurance broker
- Hiscox SA:  
Avenue du Bourget 42 B8  
B-1130 Brussels  
Tel.: +32 (0)2 788 26 00  
Fax: +32 (0)2 788 26 01  
Email: [hiscox.complaints@hiscox.be](mailto:hiscox.complaints@hiscox.be)
- the Insurance Ombudsman:  
Square de Meeûs 35  
B-1000 Brussels  
Tel.: +32 (0)2 547 58 71  
Fax: +32 (0)2 547 59 75  
Email: [info@ombudsman.as](mailto:info@ombudsman.as)
- Commissariat aux Assurances  
Boulevard Joseph II 7  
L-1840 Luxembourg  
Email: [caa@caa.lu](mailto:caa@caa.lu)

If you are a consumer, you may also send your complaint in English, French or German to the Insurance Ombudsman in Luxembourg, located at:

- Insurance Ombudsman ACA, 12, rue Erasme,  
L - 1468 Luxembourg Tel: +352 44 21 44 1  
Fax: +352 44-02-89  
Email: [mediateur@aca.lu](mailto:mediateur@aca.lu)

Filing a complaint does not preclude the possibility of initiating legal proceedings.

### Processing of personal data

Hiscox SA acts as data controller for your personal data.

We collect and process your information for the purposes of offering and providing insurance policies and handling your claims. Your data is also used for commercial purposes, such as fraud detection and prevention and financial management. This may mean Hiscox has to share your information with companies within the group and third parties such as brokers, experts, credit reporting agencies, service providers, professional advisers, our supervisors and fraud prevention agencies. Your telephone calls may also be recorded, to help us monitor and improve our services. For more information on how your data is used, and your rights regarding your data, please consult our privacy statement on our website: [www.hiscox.be](http://www.hiscox.be) or contact us on 0032 2 788 26 00 or by email to [DataProtectionOfficer@hiscox.com](mailto:DataProtectionOfficer@hiscox.com).