

Your BlinkSM

Digital Policy

Conditions in **Plain Language**

SAMPLE
Sample Document



Your BlinkSM

Summary

Policy Number 123456789

Coverage Provided Blink Cyber Protection

Policy Start 08/11/20 12:01 a.m. (ET)

Policy End 08/11/21 12:01 a.m. (ET)

Name of Policyholder Jane Doe

Residential Address of Policyholder 1133 6th Avenue
New York, NY
10036

Underwriting Company Executive Risk Indemnity Inc.

SEE THE REST OF THIS DOCUMENT FOR SPECIFIC COVERAGE DETAILS

This policy is a legal contract between you and us. Please read it carefully and let us know if you have any questions.

In this policy, "you" and "your" refer to Jane Doe. If we define these terms differently for a specific coverage, we will provide the new definition in the coverage section. "We," "us" and "our" refer to Executive Risk Indemnity, Inc.

I. COMMON POLICY CONDITIONS

These conditions apply to all coverages on this policy. In addition, each coverage may have conditions that apply only to that specific coverage.

Coverage Period

You may have more than one coverage on this policy. Each may begin and end on dates different from other coverages.

Cancelling and Renewing Your Policy

You can cancel this policy at any time.

Each coverage on this policy has its own rules for cancelling and renewing your insurance. Take a look at each coverage for details.

We may choose to cancel or not renew this policy, or any coverage on the policy. If so, we will let you know, in writing, at least [X] days before the policy or coverage ends.

Changes to Your Policy

This policy includes all the agreements between you and us that affect this insurance. Any changes to the policy must be made in writing and agreed to by you and us.

Policy Transfer

You need our written consent before you can transfer your policy to someone else.

Improving Your Coverage

If we expand any of the coverages in this policy in your state without increasing premium payments, those changes will apply automatically to your policy when changes go into effect.

Transfer of Rights

If we pay for a loss under this policy, you agree to give us any rights to recover some or all of those payments from any other party. You also agree to help us in every way in those efforts, including executing any documents needed to pursue recovery on your behalf.

State Law Conflicts

If any part of this policy conflicts with a law in your state, this policy is automatically changed to follow the law.

Third-party Data Providers

We may rely on third-party data providers to provide information to help us process your claims. You agree to our using this data to process your claim. We reserve the right to change third-party data providers at any time.

Disputing Your Claim

If you file a claim and disagree with our response, we would like to resolve the situation with you. Please contact us at [contact@chubb.com] so we can discuss your claim. You may also contact your New York Department of Insurance.

Differences Between Us

We hope we can resolve any differences between you and us amicably. If you want to file a lawsuit against us, you may do so if you have followed all of the policy requirements.

II. COMMON POLICY EXCLUSIONS

These exclusions apply to all coverages on this policy. In addition, each coverage may have exclusions that apply only to that specific coverage.

Misconduct

This insurance does not apply to any loss you experience or cause through a dishonest, fraudulent, or criminal act or omission or violation of the law.

Compliance with Trade Sanction Laws

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

War

This insurance does not apply to loss caused by or resulting from:

- war or act of war, including undeclared or civil war;
- warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority
- insurrection, rebellion, revolution or action taken by governmental authority in hindering or defending against any of these; or
- destruction, seizure or use for a military purpose.

Contamination

This insurance does not apply to loss caused by or resulting from accidental or intentional release, escape or dispersal of:

- nuclear or radioactive materials; or
- harmful pathogenic, biological or chemical materials.

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Cyber Protection

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Coverage summary

IF YOU NEED URGENT CRISIS MANAGEMENT ADVICE, PLEASE CONTACT: [XXX-XXX-XXXX]



Coverage Premium

[\$XXX.XX]
(Monthly)



Coverage Period

Starts: 08/11/20 12:01 a.m. (ET)
Ends: 08/11/21 12:01 a.m. (ET)



Additional Insureds

John Doe



Retroactive Date

08/11/20 12:01 a.m. (ET)



Maximum Limit

[\$XXX.XX]

Limits of insurance, deductibles and coverage part(s) purchased. If any limit of insurance field for a coverage part is \$0, then this coverage part does not apply to your policy.

COVERAGE PARTS

COVERAGE PART	MAXIMUM COVERAGE PART LIMIT	DEDUCTIBLE
A. Cyber Extortion	[\$XXX.XX]	[\$XXX.XX]
B. Cyber Financial Fraud	[\$XXX.XX]	[\$XXX.XX]
C. Deceptive Transfer Fraud	[\$XXX.XX]	[\$XXX.XX]
D. Cyber Breach of Privacy	[\$XXX.XX]	[\$XXX.XX]
E. Cyber Bullying	[\$XXX.XX]	[\$XXX.XX]
F. Cyber Disruption	[\$XXX.XX]	[\$XXX.XX]
G. Identity Theft	[\$XXX.XX]	[\$XXX.XX]
H. Electronic Data Restoration	[\$XXX.XX]	[\$XXX.XX]
Cyber Failure Sublimit	[\$XXX.XX]	
I. Electronic Device Replacement	[\$XXX.XX]	[\$XXX.XX]
Cyber Failure Sublimit	[\$XXX.XX]	

I: COVERAGE

A. Cyber Extortion

A cyber extortion occurrence means a cyber attack in which someone threatens to share, destroy, use, or restrict you from using your electronic data or electronic device unless you pay them a ransom.

We will pay the resulting reasonable and necessary costs for:

1. money or digital currency paid to the extortionists as ransom, as long as we give permission in advance for the payment.
2. fees you pay to hire professionals such as the following—after letting us know in advance—to help you handle the cyber extortion occurrence within one year after it begins:
 - a. a digital forensic analyst to help with prosecution;
 - b. a cyber security consultant;
 - c. a reputation management firm; or
 - d. a lawyer for legal guidance.

B. Cyber Financial Fraud

A cyber financial fraud occurrence means the following direct results of a cyber attack:

1. your financial account funds are stolen.
2. you find fraudulent charges on your payment card.
3. your U.S. tax refund is paid to someone pretending to be you.

We will pay the resulting reasonable and necessary costs for:

1. the market value of non-recoverable personal property, other than financial account funds or tax refunds. Before we pay, you must first submit all required written reports to the correct law enforcement agency.
2. legal liabilities you owe to a third party as a direct result of your identity loss, theft or fraud.
3. missing tax refunds or financial account funds, or extra charges on your payment card. Before we pay, we expect you to do everything we request to recover your missing refunds or funds from your financial institution or tax authority.

4. any related costs as described in coverage part G.

You will do everything needed to recover your stolen funds from the relevant financial institution or tax authority.

Coverage part B does not cover your losses after someone misleads you into transferring your personal property or financial account funds to them. This is addressed in coverage part C.

C. Deceptive Transfer Fraud

A deceptive transfer fraud occurrence means someone misleads you into transferring your personal property or account funds to them. They mislead you by impersonating a person or legitimate organization that you recognize and would reasonably expect to be in contact with for an authentic purpose.

You will do everything needed to recover your stolen funds from the relevant financial institution or tax authority.

We will pay the resulting reasonable and necessary costs, which we describe in coverage part B.

D. Cyber Breach of Privacy

A cyber breach of privacy occurrence means your private personal information or false information about you is published on the internet, and it:

1. hurts your reputation.
2. puts your physical safety or home at risk.
3. leads to your:
 - a. wrongful termination;
 - b. false arrest;
 - c. being unfairly disciplined by an educational institution; or
 - d. being unable to attend work or school for more than a week as a result of suffering mental injury, as diagnosed by a mental health professional who is not your family member or yourself.

Personal information does not include information that you or someone else, following the law, made available to the public. False information does not include allegations made about you in legal proceedings. Further, false information also does not include

inaccuracies of information in your consumer credit report, which is addressed in coverage part G.

We will pay the resulting reasonable and necessary costs for:

1. your psychiatric services within 180 days after the cyber breach of privacy occurrence begins.
2. related recovery expenses, prescribed for you by a mental health professional who is not your family member or yourself, which total up to 20% of the maximum limit shown in the Coverage Summary, within 180 days after the cyber breach of privacy occurrence begins.
3. reimbursement for wages you lose during the first 60 days after the cyber breach of privacy occurrence begins, up to \$5,000 per coverage period. You must first claim any benefits you are owed by disability insurance, workers' compensation insurance, unemployment compensation, and other salary replacement plans.
4. expenses for temporary relocation within 60 days after the cyber breach of privacy occurrence begins.
5. fees you pay to hire professionals such as the following—after letting us know in advance—to help you handle the cyber breach of privacy occurrence within one year after it begins:
 - a. a digital forensic analyst to help with prosecution;
 - b. a cyber security consultant;
 - c. a reputation management firm; or
 - d. a lawyer for legal guidance.

E. Cyber Bullying

A cyber bullying occurrence means you are harassed or intimidated more than once involving the use of an electronic device, and it leads to your:

1. wrongful termination;
2. false arrest;
3. being unfairly disciplined by an educational institution; or
4. being unable to attend work or school for more than a week as a result of suffering mental injury, as diagnosed by a mental health professional who is not your family member or yourself.

We will pay the resulting reasonable and necessary costs for:

1. your psychiatric services within 180 days after the cyber bullying occurrence begins.
2. related recovery expenses, prescribed for you by a mental health professional who is not your family member or yourself, which total up to 20% of the maximum limit shown in the Coverage Summary, within 180 days after the cyber bullying occurrence begins.
3. reimbursement for wages you lose during the first 60 days after the cyber bullying occurrence begins, up to \$5,000 per coverage period. You must first claim any benefits you are owed by disability insurance, workers' compensation insurance, unemployment compensation, and other salary replacement plans.
4. temporary private tutoring or any increase in school enrollment expenses after a student moves to an alternative but similar school, within 60 days after the cyber bullying occurrence begins. We will pay up to 20% of the maximum limit shown in the Coverage Summary.
5. expenses for temporary relocation, including rental expense, within 60 days after the cyber bullying occurrence begins.
6. fees you pay to hire professionals such as the following—after letting us know in advance—to help you handle the cyber bullying occurrence within one year after it begins:
 - a. a digital forensic analyst to help with prosecution;
 - b. a cyber security consultant;
 - c. a reputation management firm; or
 - d. a lawyer for legal guidance.

F. Cyber Disruption

Cyber disruption occurrence means a cyber attack that interrupts your:

1. home automation system, so you cannot reasonably access or live in your home, or
2. incidental business, which means a legal business—other than farming—you run in whole or in part from your home. It must earn less than \$15,000 in gross revenues a year and have no employees.

We will pay the resulting reasonable and necessary costs for:

1. your psychiatric services within 180 days after the cyber disruption occurrence begins.
2. reimbursement for wages you lose during the first 60 days after the cyber disruption occurrence begins, up to \$5,000 per coverage period. You must first claim any benefits you are owed by disability insurance, workers' compensation insurance, unemployment compensation, and other salary replacement plans.
3. expenses for temporary relocation within 60 days after the cyber disruption occurrence begins.
4. expenses for moving your incidental home business to a rented workspace, including rental costs, during the first 30 days after the cyber disruption occurrence begins.

G. Identity Theft

An identity theft occurrence means someone illegally uses your identity without your consent.

We will pay the resulting reasonable and necessary costs:

1. notary fees;
2. certified mailing fees;
3. fees for loan reapplications after your original application is rejected based on incorrect credit information;
4. telephone expenses;
5. earnings lost within 180 days after the identity theft occurrence begins from taking time off from work to fix identify theft;
6. fees you pay to hire a lawyer, after letting us know in advance, to:
 - a. defend you against any suit by businesses or their collection agencies;
 - b. remove unfair criminal or civil judgments; or
 - c. challenge information in your consumer credit report;
7. fees you pay to hire an identity theft relief service, after letting us know in advance, to:
 - a. provide services for the activities in items 1-6 above;
 - b. restore your financial accounts or credit standing with credit grantors and credit agencies; or

- c. monitor, for up to one year, how well the fraud mitigation is working and detect additional identity fraud activity after the first event. We will cover this as long as the monitoring begins no later than one year after you first report identity fraud to us;

8. additional fees up to \$5,000, as long as you have our written approval in advance, for:
 - a. travel required to fix identity theft;
 - b. dependent care you need while you travel to fix identity theft;
 - c. replacing official documents or records; or
 - d. bail bonds or emergency legal assistance you need if arrested.

We will not pay for any expenses related to any dishonest or illegal act by you or on behalf of you.

H. Electronic Data Restoration

We will pay the resulting reasonable and necessary costs to restore your electronic data damaged by a cyber attack or a cyber failure, as long as the damaged electronic data was previously stored on an electronic device in your possession or on your premises. We will use the most cost-effective methods to replace or rebuild your electronic data. We will also pay the costs to determine how best to restore your electronic data but, if we find that your electronic data cannot be restored, then we will not pay any further expenses.

The most we will pay during one coverage period to restore electronic data after a cyber failure under coverage part H, is the cyber failure sublimit for coverage part H shown in the Coverage Summary. The sub-limit is part of the maximum coverage part limit for coverage part H.

I. Electronic Device Replacement

We will pay resulting reasonable and necessary costs to replace or fix your electronic device that was damaged by a cyber attack or a cyber failure while it was in your possession or on your premises. These costs do not include upgrading your device.

The most we will pay during one coverage period to replace all electronic devices after a cyber failure under coverage part I, is the cyber failure sublimit for coverage part I shown in the Coverage Summary. The sublimit is part of the maximum coverage part limit for coverage part I.

II. EXCLUSIONS

We do not cover:

1. Acts of certain parties

- a. Losses resulting from a malicious or fraudulent act, including a cyber attack, by
 - i. a family member, including a domestic partner;
 - ii. your current or former guardian;
 - iii. your former spouse or domestic partner;
 - iv. anyone who lives with you or has ever lived with you for more than six months; or
 - v. anyone acting with or on behalf of anyone listed above;
- b. losses resulting from cyber bullying occurrence by an employer or coworker; or
- c. losses resulting from acts by or on behalf of any domestic or foreign sovereign state, government, civil authority, military, or state-sponsored militia.

2. Business activities

Losses resulting from business activities, except for costs covered under coverage part F.

3. Confiscation

Losses resulting from a government or public authority taking or destroying your property.

4. Digital currencies

Losses resulting from any activity involving digital currency that is not authorized by a sovereign government as part of its currency. This exclusion does not apply to the digital currency paid out in coverage part A.

5. Insolvency

Losses resulting from a financial institution's financial difficulties or restructuring.

6. Liability to others

Losses resulting from property damage or personal injury that affects others, and for which you may be legally liable or responsible. This exclusion does not apply to costs covered under coverage part B.

7. Prior knowledge

Losses resulting from circumstances that you knew about prior to first having continuous cyber coverage provided by us. If there was any period of time where we did not provide cyber coverage to you, whether due to your previous policies being cancelled, nonrenewed, suspended, or moved to another insurer, then the period of continuous cyber coverage provided by us begins again on the date that such coverage was re-established with us as the provider.

8. Pursuit or holding of public office

Losses resulting from running for or holding an elected public office.

9. Travel restriction

Losses you experience while in a place designated as a "Do not travel" area by the United States Department of State, Bureau of Consular Affairs, whether or not the loss is directly related to or in the location of such travel.

10. Property damage

Losses resulting from physical injury to, or the destruction of, physical property, or your resulting inability to use that property.

11. Exclusions applicable to coverage parts B and C

Coverage parts B and C do not cover:

- a. losses you experience when your investments, such as financial securities or real estate, decrease in value;
- b. losses you experience as the result of being misled about the value of any product, service, or investment;
- c. losses you experience when a person or organization fails to perform as agreed by contract;
- d. losses you experience when extending loans or credit to others;
- e. money, financial securities, or physical property that is lost by the US Postal Service or by any courier;
- f. losses caused by a product or service failing or malfunctioning; or
- g. gambling losses.

III. GENERAL CONDITIONS

A. Coverage Period

All coverage parts on this coverage apply only to occurrences that you find out about during the coverage period and first take place no earlier than the Retroactive Date shown in the Coverage Summary.

B. Renewal

We will automatically renew your coverage and let you know [X] days in advance. If you cancel your policy, it will not automatically renew.

C. Premium Payment Failure

If your premium payment fails, we will let you know. If you do not pay within [Y] days of the due date, your policy will be canceled at once. We will end your coverage after the final day covered by any premium payment you have made.

D. Cancellation

You can cancel this coverage at any time. Your policy will be cancelled as of the date you ask us to cancel it, and any unearned premium will be returned to you.

E. Duplicate Coverages

If a loss is covered under more than one coverage part, we will pay you only through the part that gives you the greatest payment. We will not make duplicate payments.

If you carry other insurance or other sources of reimbursement, that is your primary coverage. It is first in line to pay any reimbursement owed to you. This coverage is your secondary coverage.

F. If You Die

If you die, this coverage will cover anyone looking after your property unless or until a legal representative is appointed for your estate.

IV. SPECIAL CONDITIONS

If there is a conflict with any other conditions of your coverage, these conditions replace them.

A. How to Arrange an Appraisal

If one of us cannot agree on the value of the loss, either one of us may demand an appraisal of the loss. We both agree to be bound by its results. Each of us will select a competent, independent appraiser within 20 days of receiving a written request from the other. The two appraisers will select a third competent and independent appraiser. If they cannot agree on a third appraiser within 15 days, one of us can request that the selection be made by a relevant judge of a court.

The value of the loss is set by a written agreement signed by any two of the three appraisers. However, we will not pay more than the relevant limit of insurance, even if the loss is found to be greater by appraisal. Each of us will pay our selected appraiser. We will share equally the other appraisal expenses and the cost of the third appraiser.

We do not waive our rights under this coverage by agreeing to an appraisal.

B. Valuation

1. In coverage parts B and C, the value of your financial account funds means the value they held, according to our calculation, on the date of your loss. We will make no adjustment for interest, time value, or potential investment gain.
2. In coverage part C, the value of your personal property will be the lesser of:
 - a. the cost of purchasing the same make and model, either new or refurbished. If it is more cost-effective, we will replace the lost property with a newer or functionally equivalent model; or
 - b. the actual cash value of such personal property at the time of loss.

We will not take scarcity, irreplaceability, sentimental, or collectible value into account when purchasing or replacing property. However, these factors will be considered if they impact the actual cash value your items held at the time of your loss.

3. In coverage part I, we will pay for the cost to replace the electronic device with the same

make and model, either new or refurbished. If it is more cost-effective, we will replace it with a newer or functionally equivalent model.

The value of the electronic device will not be calculated by its scarcity, irreplaceability, or sentimental or collectible value.

V. WHAT YOU MUST DO TO MAKE A CLAIM

A. Notify Us and Law Enforcement

1. For a cyber extortion occurrence, let us and any relevant law enforcement know as soon as practical but not more than 72 hours after you find out about the event.
2. For a cyber bullying occurrence, cyber disruption occurrence, or a cyber breach of privacy occurrence, let us and any relevant law enforcement agency know within 30 days after you find out about the event.
3. For a cyber financial fraud occurrence or deceptive transfer fraud occurrence, contact us, the relevant law enforcement agency or tax authority, and financial institution within:
 - a. 30 days after you first find out about an act committed as part of a cyber financial fraud occurrence or deceptive transfer fraud occurrence, and
 - b. 120 days after a cyber financial fraud occurrence or deceptive transfer fraud occurrence.
4. For an identity theft occurrence, contact us and the relevant law enforcement agency or tax authority within 30 days after you first find out about the event.

B. Assistance

You must fully cooperate with us and any relevant law enforcement, government agencies, or financial institutions. This includes providing information, documentation, or testimony as needed.

C. Examination

We have the right to examine you under oath. We may also ask you to give us a signed description of the circumstances surrounding a loss and to produce all records and documents. We also have the right to examine your electronic data or electronic device, as needed, including a forensic analysis, to determine the cause and scope of loss.

D. Physical Examination

Under the cyber breach of privacy, cyber bullying, and cyber disruption coverage parts, the person making the claim must complete one or more physical examinations by physicians we select. We will pay for these examinations.

E. Proof of Loss

You must give us proof of your losses with full details. We ask that you give us this information within 60 days of our request but, if you cannot make that timeframe, as soon as possible.

VI. DEFINITIONS

Cyber Attack

When someone maliciously or fraudulently does any of the following with your electronic data or electronic device:

1. gets into it without your permission;
2. tampers with it;
3. inserts harmful code, such as a virus or ransomware; or
4. stops you from using it.

Cyber Failure

1. A mistake that you—or someone acting on your behalf—makes that impacts your electronic data or electronic device. This could include using the wrong program or settings.
2. Mistakes in valid code, or damage from code that someone installs on your electronic device during the manufacturing, maintenance, or upgrade process.

Deductible

The amount you pay for losses covered by this insurance policy per occurrence. After your deductible is satisfied, we will pay the covered losses that exceed the deductible amount, up to the relevant limit of your insurance. If a single occurrence or cyber attack is subject to different deductibles, you pay only the largest deductible.

Electronic data

Digitally stored software or information, and includes non-recoverable purchased eBooks, online gaming goods, apps, photos, videos, music, and movie files. Electronic data does not mean physical property, nor is physical property electronic data.

Electronic device

A device that stores or processes digital information or transmits information over the internet. It is one of the following types of physical property:

1. computers, peripheral computing devices, networking equipment, and other electronic accessories;
2. portable electronic devices such as laptops, smartphones, e-readers, tablets, handheld or wearable computers, or similar devices; or
3. firmware embedded on a hardware device.

It is not the electronic data stored on an electronic device.

Financial Account Funds

Your financial account funds are those from a personal account or credit line. These funds are held at a financial institution that is regulated or insured by a federal or state government. You must have complied with the terms of the personal account or credit line.

Maximum Limit

The most we will pay during one coverage period for the sum of all covered losses included in all coverage parts.

Maximum Coverage Part Limit

The most we will pay, during one coverage period, for all covered losses included in a single coverage part. These amounts are part of the maximum limit.

Occurrence

A loss or accident occurring within the Coverage Period, to which this coverage applies. Related losses or accidents that result from the same cause, and which can begin and end during multiple coverage periods, or be caused by multiple people, are considered a single occurrence.

Personal injury

Means:

- bodily injury
- mental injury
- false arrest, imprisonment, or detention
- wrongful entry or eviction
- malicious prosecution or humiliation
- libel, slander, ruining your reputation, or invading your privacy

You

Means:

- the First Named Insured on this policy;
- any Additional Named Insured listed on the Coverage Summary that has a common online account or shares an electronic device, computer system, or software subscription with the First Named Insured as of the start date of this coverage; and
- any family member who lives with the First Named Insured or any Additional Named Insured identified above, as well as their dependents up to 24 years old