

Personal Cyber Insurance

Policy Terms and Conditions

CHUBB®

Table of Contents

- 1. Introduction..... 3**
- 2. Eligibility 3**
- 3. Important contact information..... 3**
- 4. Summary of benefits 4**
- 5. Law applicable to this policy 4**
- 6. Rights of third parties 4**
- 7. Assignment 4**
- 8. Definitions 5**
- 9. General Exclusions..... 6**
- 10. General Conditions 6**
- 11. What is insured? 6**
 - Section A: Scam Protection 7*
 - Section B: Online Shopping Fraud 8*
- 12. How to make a claim 9**
- 13. Fraudulent claims 9**
- 14. Changes to this policy 10**
- 15. Cancelling this policy..... 10**
- 16. How to make a complaint..... 10**
- 17. Data privacy statement 11**
- 18. Sanctions 11**
- 19. Our regulators 11**

Important information

1. Introduction

This document constitutes the full Terms and Conditions of the insurance with **us**. Please take time to read these documents carefully to ensure **you** understand the cover provided. **We** recommend **you** keep the documents in a safe place, so they are available should **you** need to make a claim.

2. Eligibility

The insurance shall be provided on the condition that the **insured person**:

- a) is over 18 years of age and is resident and domiciled in the United Kingdom at the start of the insurance period and for the duration of the entire insurance period; and
- b) holds a NordVPN Ultimate subscription in effect for the duration of the insurance period.

3. Important contact information

Make a claim

Need to make a claim? Give **us** all the details so **we** can help **you** out asap (more information later under section 12 'How to make a claim'). Contact **us** via the 'File a claim' button in **your** NordVPN account, or alternatively contact **us** by e-mail at chubbcyberclaims@ie.sedgwick.com.

Make a complaint

We are always working on feedback so feel free to contact **us** about **our** services (more information later under section 16 'How to make a complaint'). Contact **us** via email at chubbcyberclaims@ie.sedgwick.com.

Important information

4. Summary of benefits

Here is a summary of the insurance benefits:

Insurance Benefit	Cover	Sum Insured (annual aggregate limit)	Excess
Scam Protection	Reimbursement for funds you have transferred from a personal account in response to a fraudulent text message, email or phone call.	£5,000 in a 12-month period	£100 excess is payable on all successful claims
Online Shopping Fraud	Reimbursement when you have purchased eligible items/services online and the website/trading platform turns out to be fraudulent.		

For full details of **your** insurance benefits, including what is and is not covered, please refer to sections A and B of section II. 'What is insured?'

5. Law applicable to this policy

This policy, and any non-contractual obligation arising out of or in connection with it, will be governed by and construed in accordance with the laws of the United Kingdom and the UK Courts alone will have jurisdiction in any dispute. All communication in connection with this policy will be in English.

6. Rights of third parties

A person who is not a party to or any persons insured under this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this policy, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

7. Assignment

This policy may not be assigned by **you**, and **we** will not be bound to accept or be affected by any notice or any trust, charge, lien, purported assignment, or other dealing with or relating to this policy.

Glossary of terms

8. Definitions

Here is the lexicon of the terminology *we* use throughout this document, when used in **bold** and *italic*:

Chubb / We / Us / Our	The insurer, Chubb European Group SE (CEG).
Cyber Scam	A scam that tricks you into opening or responding to emails, text messages, phone calls and websites that appear to be from legitimate entities or people who you trust and/or are known to you with the purpose of convincing you to transfer funds. Examples of such scams include but are not limited to: Phishing (emails); Smishing (text messages); Vishing (fraudulent pre-recorded messages); Spoofing (impersonation phone calls).
Digital contents	Data that is produced and supplied in a digital form. Examples include, but are not limited to software, games, apps, e-books, online journals, and digital media such as music, film, and television. Digital contents may be supplied to you in a tangible form such as disk or pen drives, or intangible form such as downloaded, streamed, or accessed on the web.
E-money account	An account to store electronic money online that is accessible through electronic device(s) .
Electronic device(s)	Any personal network connected devices including, but not limited to desktop computer, laptop/notebook, smartphone, tablets, personal organiser, and router(s) which are not associated or connected to your business, if applicable.
Electronic transaction(s)	Paying by payment cards and e-money accounts .
Eligible item(s)/service(s)	Any items, services or digital contents which are: <ul style="list-style-type: none"> • not counterfeit or fake goods. • not stocks, shares, bonds, currencies, or digital assets. • not goods bought using store credit or finance/leasing options, or which were not paid in full. • not goods purchased from a natural person through a private transaction. • not confiscated or illegally declared by any government, customs, or public body. • not animals or livestock. • not cash or its equivalents, traveller's cheques, or tickets. • not classified as real estate. • not motor vehicles, motorcycles/scooters, watercraft or aircraft and any equipment and or parts necessary for their operation or maintenance. • not subscription based where you are paying a monthly fee for their services.
Excess	The amount payable by you towards each successful claim, where applicable. The application of an excess reduces the number of small value claims and allows us to offer a better value product by helping to reduce costs.
Identity theft	The theft of personal data or documents relating to your identity which results in you having money taken fraudulently from your e-money account , bank or building society; and/or being held liable for payment of good/services purchased or contracted fraudulently by others.
Insured	Cyber Protection B.V., registered address at Fred. Roeskestraat 115, 1076EE Amsterdam, an SPV and subsidiary of NordVPN SA. NordVPN is a registered trademark of NordVPN SA.
Insured person(s)	You or any person who has an active NordVPN Ultimate subscription.
Mass cyber-attack	An act intended to affect multiple persons due to any kind of single system-wide failure, malware, theft, misuse, mishandling and/or data hack of any data and/or databases and/or other forms of storage under the control of private and public sector organisations (including NordVPN or any of its affiliates and/or subsidiaries) for which they are responsible and/or liable and/or have relevant corporate insurance protection in place.
Payment card(s)	Credit and debit including Chip and PIN, charge, stored value/prepaid and cash card(s), issued by financial institutions, card issuers or retail stores.
Third party	Anyone other than you or your family members (spouse, partner, parents, brothers/sisters including stepbrothers/stepsisters and children who permanently reside with you).
You / Your	The insured person who has an active NordVPN Ultimate subscription.

9. General Exclusions

These exclusions apply to all coverages on this policy. **We** do not provide cover for:

- any incident prior to the start date of **your** insurance policy or after the cancellation.
- the first amount of every successful claim (the **excess**), wherever applicable.
- any losses which are recoverable from any other source such as but not limited to **your** bank, **your payment card** provider or third-party payment platforms.
- any loss before or after the incident, if **you** have wilfully concealed or misrepresented any material fact or circumstance concerning this insurance or provided fraudulent information to **us**.
- any loss resulting from war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority.
- any loss resulting from gambling, lottery, contest, promotional game, or other games of chance.
- any loss resulting from illegal activity engaged in by **you** whether knowingly or unknowingly.
- any loss resulting from a potential **mass cyber-attack**.

10. General Conditions

These conditions apply to all coverages of this policy:

- **We** have no duty to provide coverage under this policy unless there has been full compliance with **your** obligations as set out in this policy.
- **You** must take reasonable steps to avoid future loss.
- For the benefits provided, regardless of the number of claims made individually or in aggregate, **we** will pay up to the maximum amount in aggregate as shown section 4. Summary of benefits.
- **You** must not agree to limit or exclude any right of recovery **you** may have against a **third party** for loss, damage or liability that is or may be subject to a claim under this cover.
- **You** agree that **we** have the right to pursue **your** rights of recovery against a **third party** (where permitted by law) for loss, damage or liability that is or is likely to be subject to a claim under this cover and **you** must do everything reasonably necessary to assist **us** to do so.
- **You** must be a resident of the United Kingdom at the time of application for this insurance and remain a resident of that country during the term of this policy. If **you** are planning to move to another country, **you** must contact **us** to see if this policy can remain in force.
- **We** will only make claim payments to a bank account registered in **your** name the United Kingdom.

11. What is insured?

The following Cover sections of this document provide full details of **your** insurance benefits, including:

- What is covered under each specific insurance benefit.
- What is **NOT** covered under each specific insurance benefit.
- What to do in the event of a claim under each specific insurance benefit.
- If an **excess** is applicable to the insurance benefit.

Section A: Scam Protection

In the event **you** are a victim of a **cyber scam** requesting **you** to transfer funds from **your** personal account to the account of a **third party** and **you** transfer funds as a direct result of such request, **we** will reimburse **you** for funds **you** have transferred up to the sum insured as listed in section 4. Summary of benefits.

In the event **you** are a victim of a **cyber scam**:

1. **you** must report the fraud to the Action Fraud website www.actionfraud.police.uk within 24 hours of **you** discovering it. Action Fraud will issue **you** with a crime reference number.
2. **you** must notify **your** bank or **your e-money account** provider within 24 hours of **you** discovering the fraud, so it can make attempts to stop the transaction from going through or to trace where the funds have gone.
3. **you** must contact the Cyber Claims Support team as soon as **you** become aware **you** have been a victim of a **cyber scam**. Refer to section 12 of this document 'How to make a claim' for more details.
4. **you** must be able to demonstrate that **you** have taken reasonable steps to:
 - a. authenticate and verify the identity of the person or company who sought to obtain the funds from **you**.
 - b. that the person or company was entitled to receive payment.

Reasonable steps to verify the identity of the person who sought to obtain funds from **you** may include, but is not limited to:

- contacting the person via an alternative communication channel and asking them directly if they requested the money; and/or
- verifying with the bank that the provided payee information is legitimate/matches their records.

We understand in some instances **your** bank or **e-money account** provider may reimburse **you** for these transactions, but if **your** bank or **e-money account** provider has refused to accept liability in writing and **you** have complied with the terms and conditions of **your** bank or **e-money account** provider, then **we** will reimburse **you** for these transactions.

What is NOT insured under Scam Protection:

- any transfer from a business account.
- any advance fee fraud where **you** are promised goods, services and/or financial gains, in return for an upfront payment including payment by **electronic transaction(s)**.
- confidence/romance scams, where someone befriends **you**, forms a personal connection with **you**, or pretends to be interested in a romantic relationship with **you** and convinces **you** to transfer money to them.

Excess applicable to Scam Protection:

An **excess** will be deducted for each successful claim. The **excess** due is shown in section 4. Summary of benefits.

Section B: Online Shopping Fraud

You are provided indemnity when **you** discover **you** have purchased an **eligible item/service** online from a **third party** for personal use, but the website/trading platform turns out to be fraudulent. The payment for these **eligible items/services** must have been completed using an **electronic transaction** or a bank transfer.

Please note: The intention of this cover is not to indemnify **you** for online transactions which are completed on genuine websites/trading platforms, where the legitimate trader:

- becomes insolvent; and/or
- fails to deliver the **eligible item/service**; and/or
- the **eligible item/service** are delivered damaged or faulty.

In the above circumstances, **you** should raise **your** issue with the online vendor or refer to the consumer law/rights that protect **you** in the United Kingdom.

In the event **you** are a victim of Online Shopping Fraud:

1. **You** must report it to the Action Fraud website www.actionfraud.police.uk within 24 hours of **you** discovering the fraud. Action Fraud will issue **you** with a crime reference number.
2. **You** must contact the Cyber Claims Support team as soon as **you** become aware **you** have been a victim of this fraud. Refer to section 12 of this document 'How to make a claim' for more details.
3. **You** must demonstrate that **you** have made reasonable attempts to contact the vendor to seek recovery or refund of **your** online purchase.
4. **You** must notify **your payment card** issuer/bank or **your e-money account** provider within 24 hours of **you** discovering this fraud to minimise further losses from this fraud.

We understand in some instances **your payment card** issuer/bank or **e-money account** provider may reimburse **you** for these transactions, but if **your payment card** issuer/bank or **e-money account** provider has refused to accept liability in writing and **you** have complied with the terms and conditions of **your payment card** issuer/bank or **e-money account** provider then **we** will reimburse **you** for these transactions.

What is NOT insured under Online Shopping Fraud:

- online purchases where cash, crypto currency such as bitcoins, voucher or reward point is the form of payment.
- online purchases for items/services which are not classed as **eligible items/services**.
- unauthorised transactions on **your payment card** or **e-money account** because of this fraud leading to the cloning of **your payment card** or **identity theft**.

Excess applicable to Online Shopping Fraud:

An **excess** will be deducted for each successful claim. The **excess** due is shown in section 4. Summary of benefits.

12. How to make a claim

When making a claim, **you** must:

1. Contact the Cyber Claims Support team by completing an online submission via the 'File a claim' button on **your** NordVPN account or by emailing: chubbcyberclaims@ie.sedgwick.com.
2. Provide all **your** original invoices, receipts, reports (including crime reference number where applicable) and any other documentation necessary to support **your** claim.

All information and evidence required by **us** shall be furnished at **your** expense and shall be in such form and nature as **we** may prescribe to process the claim.

If **you** fail to comply with the Terms and Conditions of this cover, **we** may be entitled to refuse to pay or reduce the claim amount payable.

Please first read the relevant sections of the specific insurance benefits and the section entitled 'General Conditions' and 'General Exclusions' to determine what is covered, noting particularly conditions and exclusions and/or requests for specific data relating to **your** claim.

We will make payments within thirty [30] days of the claim being approved by **us**.

13. Fraudulent claims

If **you**, or anyone acting on **your** behalf, knowingly makes a claim which is in anyway dishonest, false, or fraudulent, this policy will become invalid. This means that **we** will not pay the claim, or any subsequent claim and may give notice to cancel this policy from the moment that the dishonesty, falsehood, or fraud occurred. In addition, **we** may recover amounts **we** have already paid in respect of the claim.

In the event of dishonesty, falsehood or attempted or actual fraud, **your** details may be shared with relevant insurance industry databases and law enforcement authorities, and this may result in future insurance being denied and **you** may be prosecuted.

Changes and complaints

14. Changes to this policy

Chubb reserves the right to make changes to or add to the policy terms applicable:

- for legal, regulatory or taxation reasons; and/or
- to reflect new industry guidance and codes of practice; and/or
- to reflect legitimate cost increases or reductions associated with providing this policy.

If this happens, **we** will write to **you** with details of the changes at least sixty [60] days before **we** make them.

15. Cancelling this policy

You may withdraw from this policy at any time by cancelling **your** NordVPN Ultimate subscription.

Chubb may cancel this policy by giving thirty [30] days' written notice to the **Insured** at their last known address. In the event of cancellation by **Chubb** the **Insured** must notify all **Insured Persons** of such cancellation.

16. How to make a complaint

We are committed to providing **you** with a high-quality service and want to maintain this at all times.

If **you** are not happy with **our** service and **you** wish to make a complaint, please contact **us** via email at chubbyberclaims@ie.sedgwick.com, so **we** can deal with the complaint as soon as possible.

If **you** remain dissatisfied after **you** receive **our** final response, **you** can approach the Financial Ombudsman Service (FOS) for assistance. The FOS contact details are:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Telephone: 0800 023 4 567 (calls to this number are free on UK mobile phones and landlines) or 0300 123 9 123 (calls to this number cost no more than calls to 01 and 02 numbers) or +44 20 7964 0500 (if calling from abroad).

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Regulatory statements

17. Data privacy statement

We use personal information which **you** supply to **us** (or, where applicable, to **your** insurance broker) for underwriting, policy administration, claims management and other insurance purposes, as further described in **our** Master Privacy Policy, available here: <https://www.chubb.com/uk-en/footer/privacy-policy.html>

You can ask **us** for a paper copy of the Privacy Policy at any time, by contacting **us** at: dataprotectionoffice.europe@chubb.com

18. Sanctions

Chubb shall not be deemed to provide cover and **Chubb** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Chubb**, to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom, or United States of America.

19. Our regulators

Chubb European Group SE is a Societas Europaea, a public company registered in accordance with the corporate law of the European Union. Members' liability is limited. CEG is headquartered in France and governed by the provisions of the French insurance code. Risks falling within the European Economic Area are underwritten by CEG, which is authorised and regulated by the French Prudential Supervision and Resolution Authority (4 Place de Budapest, CS 92459, 75436 Paris Cedex 09, France). Registered company number: 450 327 374 RCS Nanterre. Registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Fully paid share capital of €896,176,662.

CEG's UK branch is registered in England & Wales. UK Establishment address: 100 Leadenhall Street, London EC3A 3BP. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Details about our authorisation can be found on the Financial Conduct Authority website (FS Register number 820988).