



# Cyber Coverage

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# SUMMARY OF IMPORTANT INFORMATION

**Thank you for choosing to insure with us. Please read your policy documentation carefully to ensure that the coverage meets your requirements. If anything is not correct, please contact us as soon as possible.**

*We* will provide this additional coverage in return for the additional premium *you* have agreed to pay.

This optional coverage wording explains what is covered and what is not covered, how to make a claim and other important information including the obligations we have to each other.

The declaration page shows the coverage *you* have bought and the amount *we* will pay in the event of a claim.

To help explain the meaning of certain words *we* have shown these terms in italics and bold print so that they are easier for *you* to spot. *We* have gathered these words together in one place under the heading of Definitions.

## How to make a claim

It is important that *you* notify *us* as soon as *you* can after *you* are aware of a potential claim you wish to make under this optional coverage. *Your* policy documents will show the contact details to use.

## What information do I need to provide when making a claim?

*We* may ask for the following so please have this information to hand:

- *Your* policy number which will be stated on *your* declaration page;
- Full details of the claim;
- Crime reference number following a report to the police;
- Receipts, bank statements and other supporting documentation to help with *your* claim and prove your loss.

# CYBER COVERAGE

TERMS THAT APPEAR IN ITALICS AND BOLD ARE DEFINED IN THIS OPTIONAL COVERAGE.

THIS OPTIONAL COVERAGE PROVIDES COVERAGE FOR LOSS OF YOUR PERSONAL FUNDS AND OTHER SPECIFIED COSTS AND EXPENSES INCURRED BY YOU FOLLOWING A PERSONAL CYBER EVENT.

PLEASE REFER TO YOUR DECLARATION PAGE WHICH WILL SHOW YOU THE MAXIMUM AMOUNT THAT WE WILL PAY UNDER THIS OPTIONAL COVERAGE.

We agree to provide the insurance described in this coverage up to the applicable limits shown on the declaration page in return for the payment of premiums and subject to this policy's terms, conditions, and exclusions.

## COVERAGES

### Home System Compromise

To reimburse *you*:

- a) for *home system compromise costs*, and
- b) *device repair and reinstatement costs* where there is an *impairment*,

as a direct result of a *cyber event* that *you* first discover during the *policy period*.

Payments made by *us* for *device repair and reinstatement* will not exceed 10% of the limit up to a maximum of \$1,500 per impaired device.

### Cyber Bullying

To reimburse *you* for *cyber bullying costs* that *you* incur following and resulting from *cyber bullying* against *you* that *you* first discovered during the *policy period*.

### Cyber Extortion

To reimburse *you* for *cyber extortion loss* that *you* incur as a result of an *extortion threat* first made against *you* during the *policy period*.

### Identity Theft

To reimburse *you* for *identity theft expenses* that *you* incur as a result of an *identity theft event* that *you* first discover during the *policy period*.

### Online Fraud Loss

To reimburse *you* for any *online fraud loss* *you* have sustained:

- a) as direct result of a *cyber event*, or
- b) as a direct result of a *social engineering fraud event*,

that *you* first discover during the *policy period*.

The coverage provided under this section also includes any reasonable and necessary costs of the *specialist service provider* to assist you with resolving any *social engineering fraud*.

### Online Shopping Fraud

To reimburse *you* for any *online shopping loss you* have sustained as a direct result of an *online shopping fraud* that *you* first discover during the *policy period*.

The coverage provided under this section also includes any reasonable and necessary costs of the *specialist service provider* to assist you with resolving any *online shopping fraud*.

## ASSISTANCE EXPERT SERVICES

We also agree to pay on *your* behalf for *assistance expert services* because of an actual or reasonably suspected *incident* that *you* first discovered during the *policy period*.

*Assistance expert services* are included within each coverage provided under this optional coverage and the fees and costs incurred by the *assistance expert services* will reduce the limit shown on your declaration page.

## EXCLUSIONS

*We* will not pay or reimburse *you* for any *loss*, damage or expense arising directly or indirectly from or consisting of the following:

### Criminal, Intentional or Fraudulent Acts

- a) any criminal, dishonest, fraudulent, or malicious act or omission, or intentional or knowing violation of the law, if committed by *you*, or by others if *you* colluded or participated in any such conduct or activity;
- b) any dishonest conduct of a *third party* who is or has been authorized by *you* (whether or not such authority has been rescinded) to have access to *your* home or passwords or other access credentials for any *home electronic device*, *home connected device*, payment card, online bank account or *online wallet*; or
- c) the fraudulent actions of any member of your family who permanently live at home.

### Bodily Injury or Property Damage

- a) physical injury, sickness, disease or death of any person, including any mental anguish or emotional distress resulting from such physical injury, sickness, disease or death; or
- b) physical injury to, loss of or destruction of any tangible property, including the loss of use thereof; but electronic *data* will not be considered tangible property.

### Indirect loss

Indirect or consequential losses

### Prior discovery

any *loss* which was discovered or known by *you* prior to inception of this optional coverage;

### Unlicensed Use of Data

The use of *data* which *you* are not authorized to use including the use of unlicensed, illegal, or pirated software, music, films or installation of unofficial mobile apps or, in violation of intellectual property rights.

### Professional Services and Business Loss

- a) any activities you carry out for any company or business *you* own or which employs *you*;
- b) there is also no coverage for any direct financial loss suffered by any business or company.

## War and Cyber War

- 1) *War*, or
- 2) *Cyber War*.

## Terrorism

Terrorism (as defined by Section 1 of the Terrorism Act 2000), except in the case of cyber terrorism where there has been an unlawful, premeditated and politically motivated attack, or threat of attack, by a **third party** against computer systems or networks leading to a loss, except where that loss arises directly or indirectly from extortion demands, extortion payments, or transfers or payments made in the expectation of receiving cash, or cash equivalents, or illegal goods or services.

## Infrastructure

Any failure or interruption, however caused, of services provided by a third party that are not under your control including telecommunications, **electronic communications network infrastructure**, internet service, satellite, cable, electricity, gas, water or other utility service providers.

## Nuclear

Any electromagnetic pulse, nuclear material, or radioactive contamination, however caused.

## Governmental Actions

A claim brought against you by or on behalf of any national, local or foreign governmental entity, in such entity's regulatory or official capacity.

## Insolvency

- a) insolvency of a bank or **card issuer** or of a seller or provider of goods and services;
- b) investment losses including any interest, time value or potential investment gain; or
- c) any errors or failings of mail service or any other delivery service.

## Fire and Act of God

Any actual or alleged fire, smoke, explosion, lightning, wind, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, an act of God or any other similar physical event howsoever caused or from any consequential losses arising or alleged to have arisen as a result.

# HOW MUCH IS COVERED

The limit listed on your declaration page is **our** total limit for all **loss** including any covered **assistance expert services** and costs of **specialist service providers** under this optional coverage and is the maximum amount **we** will pay regardless of the number of claims under this optional coverage.

# DEDUCTIBLE

The deductible listed on your declaration page applies separately to each incident, event or related incidents or events giving rise to a **loss**. The deductible will be satisfied by monetary payments by **you**.

**You** must pay the deductible prior to payment of any **loss** under the optional coverage. If **you** do not pay the deductible, then **we** will not be liable to pay any **loss**. We are only liable for the **loss** in excess of the deductible.

## COVERAGE CONDITIONS

In order for coverage under this optional coverage to apply, **you** must comply with the following conditions.

### Reporting an Incident

If **you** actually or reasonably suspect or discover that **you** have suffered a **cyber event** or been victim of **cyber bullying, extortion threat, identity theft, online shopping fraud** or **social engineering fraud event** then before the end of the **policy period** you must:

- 1) Contact the **incident helpline** via the helpline number provided on your declaration page and report the incident providing as full details as **you** can; and
- 2) Report incident to the police as soon as reasonably practicable after you suspect you have been the victim of a **cyber event, cyber bullying, identity theft, social engineering event** or **online shopping fraud**;
- 3) Where **you** wish to claim for financial loss **you** have suffered **you** must provide a signed proof of loss to substantiate the financial loss as soon as practicable.

If **you** do not comply with the above conditions, **we** may not make a payment for **your** claim or may reduce any payment **we** make under this insurance.

### Assistance and Cooperation

**We** will have the right to make any investigation **we** deem necessary, and **you** will cooperate with **us** in all investigations, including investigations regarding coverage under this optional coverage and the information and materials provided to **us** in connection with the underwriting and issuance of this optional coverage.

**You** will execute or cause to be executed all papers and render all assistance as is requested by **us**. **You** agree not to take any action which in any way increases our loss under this optional coverage.

### Subrogation

If any payment is made under this optional coverage and there is available to **us** any of **your** rights of recovery against any other party, then **we** will maintain all such rights of recovery. **You** will do whatever is reasonably necessary to secure such rights and will not do anything after an incident or event giving rise to a claim or **loss** to prejudice such rights. If **you** have waived your right to subrogate against a **third party** through written agreement made before an **incident** or event giving rise to a claim or **loss** has occurred, then **we** waive their rights to subrogate against such **third party**. Any recoveries will be applied first to subrogation expenses, second to **loss** paid by **us**, and lastly to the retention. Any additional amounts recovered will be paid to **you**.

### Other Insurance

The insurance under this optional coverage will apply in excess of any other valid and collectible insurance available to **you** unless such other insurance is written only as specific excess insurance over this optional coverage.

# GENERAL CONDITIONS

## Territory

This optional coverage applies to acts committed, or **loss** occurring anywhere in the world.

## Entire Agreement

By acceptance of the optional coverage, **you** agree that this optional coverage embodies all agreements between **us** and **you** relating to this optional coverage. Notice to any agent, or knowledge possessed by any agent or by any other person, will not affect a waiver or a change in any part of this optional coverage or stop **us** from asserting any right under the terms of this optional coverage; nor will the terms of this optional coverage be waived or changed, except by endorsement issued to form a part of this optional coverage signed by **us**.

## Assignment

The interest of **you** under this optional coverage is not assignable. If **you** die or lose mental capacity, such insurance will cover **your** legal representative as if such representative were **you**, in accordance with the terms and conditions of this optional coverage.

## Singular Form of a Word

Whenever the singular form of a word is used herein, the same will include the plural when required by context.

## Headings

The titles of paragraphs, clauses, provisions or endorsements of or to this optional coverage are intended solely for convenience and reference and are not deemed in any way to limit or expand the provisions to which they relate and are not part of the optional coverage.

## Fraudulent Claims Clause

If **you** make a fraudulent claim or **loss** under this optional coverage, **we**:

- a) are not liable to pay the claim or **loss**;
- b) may recover from **you** any sums paid by **us** to **you** in respect of the claims or **losses**; and
- c) may by notice to **you**, treat the contract as having been terminated with effect from the time of the fraudulent act.

If **we** exercised **our** right in accordance with this clause:

- i) **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under the optional coverage (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- ii) **we** need not return any of the premiums paid.

## Governing law and Jurisdictions

Unless agreed otherwise, this optional coverage will be governed by and construed in accordance with the laws of British Columbia. All disputes and differences between **you** and **us** which arise under or in connection with this optional coverage will be referred to the Courts of British Columbia.

## Sanction Limitation

**We** will not be liable to provide any cover, benefit or pay any **loss** under this optional coverage to the extent that the provision of such cover, benefit or payment of such **loss** would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United States of America, Canada, European Union or United Kingdom.



# STATUTORY CONDITIONS

These conditions come from the Insurance Act of British Columbia and must be shown exactly as they're written. Among others, they clarify:

- a) Your obligation to provide accurate information and how your insurance may be void if you don't;
- b) How the policy can be cancelled;
- c) Additional processes, responsibilities and rights following a loss;
- d) How quickly claims must be paid; and
- e) What happens if a claim is made fraudulently.

The full conditions are as follows:

- 1) **Misrepresentation:** If a person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the insurer in order to enable it to judge the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.
- 2) **Property of others:** The insurer is not liable for loss or damage to property owned by a person other than the insured unless
  - a) otherwise specifically stated in the contract, or
  - b) the interest of the insured in that property is stated in the contract.
- 3) **Change of interest:** The insurer is liable for loss or damage occurring after an authorized assignment under the Bankruptcy and Insolvency Act (Canada) or a change of title by succession, by operation of law or by death.
- 4) **Material change in risk:**
  - a) The insured must promptly give notice in writing to the insurer or its agent of a change that is
    - i) material to the risk, and
    - ii) within the control and knowledge of the insured.
  - b) If an insurer or its agent is not promptly notified of a change under subparagraph 1) of this condition, the contract is void as to the part affected by the change.
  - c) If an insurer or its agent is notified of a change under subparagraph a) of this condition, the insurer may
    - i) terminate the contract in accordance with Statutory Condition 5, or
    - ii) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.
  - d) If the insured fails to pay an additional premium when required to do so under subparagraph c) ii) of this condition, the contract is terminated at that time and Statutory Condition 5 b) i) applies in respect of the unearned portion of the premium.
- 5) **Termination of insurance:**
  - a) The contract may be terminated
    - i) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
    - ii) by the insured at any time on request.
  - b) If the contract is terminated by the insurer,
    - i) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
    - ii) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
  - c) If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.

- d) The 15 day period referred to in subparagraph a) i) of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.
- 6) **Requirements after loss:**
- a) On the happening of any loss of or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,
    - i) immediately give notice in writing to the insurer,
    - ii) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration,
      1. giving a complete inventory of that property and showing in detail quantities and cost of that property and particulars of the amount of loss claimed,
      2. stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
      3. stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the insured,
      4. stating the amount of other insurances and the names of other insurers,
      5. stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
      6. stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and
      7. stating the place where the insured property was at the time of loss,
    - iii) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
    - iv) if required by the insurer and if practicable,
      1. produce books of account and inventory lists,
      2. furnish invoices and other vouchers verified by statutory declaration, and
      3. furnish a copy of the written portion of any other relevant contract.
  - b) The evidence given, produced or furnished under subparagraph 1) c) and d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.
- 7) **Fraud:** Any fraud or willfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.
- 8) **Who may give notice and proof:** Notice of loss under Statutory Condition 6 a) i) may be given and the proof of loss under Statutory Condition 6 a) ii) may be made
- a) by the agent of the insured, if
    - i) the insured is absent or unable to give the notice or make the proof, and
    - ii) the absence or inability is satisfactorily accounted for, or
  - b) by a person to whom any part of the insurance money is payable, if the insured refuses to do so or in the circumstances described in clause a) of this condition.
- 9) **Salvage:**
- a) In the event of loss or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.
  - b) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subparagraph 1) of this condition.
- 10) **Entry, control, abandonment:** After loss or damage to insured property, the insurer has
- a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
  - b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but
    - i) without the insured's consent, the insurer is not entitled to the control or possession of the insured property, and
    - ii) without the insurer's consent, there can be no abandonment to it of the insured property.

- 11) **In case of disagreement:**
- a) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the Insurance Act, whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.
  - b) There is no right to a dispute resolution process under this condition until
    - i) a specific demand is made for it in writing, and
    - ii) the proof of loss has been delivered to the insurer.
- 12) **When loss payable:** Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the insurer.
- 13) **Repair or replacement:**
- a) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.
  - b) If the insurer gives notice under subparagraph 1) of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss, and must proceed with all due diligence to complete the work within a reasonable time.
- 14) **Notice:**
- a) Written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province.
  - b) Written notice to the insured may be personally delivered at, or sent by registered mail addressed to, the insured's last known address as provided to the insurer by the insured.

## **TERMS AND CONDITIONS APPLICABLE TO POLICYHOLDERS**

### **WITH RESPECT TO PERSONAL CYBER SERVICES**

USE OF THE SERVICES BY A POLICYHOLDER IS AT THE POLICYHOLDER'S SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CYBERSCOUT EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, TITLE AND FITNESS FOR A PARTICULAR PURPOSE.

CYBERSCOUT MAKES NO WARRANTY THAT (i) PAST IDENTITY FRAUD WILL BE RESOLVED, IN WHOLE OR IN PART, (ii) FUTURE IDENTITY FRAUD WILL BE PREVENTED, (iii) THE SERVICES WILL MEET REQUIREMENTS OF BCAA INSURANCE CORPORATION OR ITS POLICYHOLDERS, (iv) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (v) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, OR (vi) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY BCAA INSURANCE CORPORATION OR ITS POLICYHOLDERS THROUGH THE SERVICES OR VIA CYBERSCOUT WILL MEET THE EXPECTATIONS OF BCAA INSURANCE CORPORATION OR ITS POLICYHOLDERS.

IN NO EVENT SHALL CYBERSCOUT BE LIABLE FOR ANY DIRECT DAMAGES OR ANY PUNITIVE, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES, WHETHER OR NOT THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT OR FROM DATA LOSSES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO THE LOSS OF PROFITS, INCOME, GOODWILL, OR REVENUE. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

## DEFINITIONS

Here are a few definitions of terms that are referenced throughout this optional coverage. These words have been italicized and bolded so you know a definition is provided. These definitions are added solely for the purposes of this optional coverage.

- 1) ***assistance expert services*** means the fees and costs in response to an actual or reasonably suspected covered ***incident*** including but not limited to:
  - a) System analysis;
  - b) Account and ***data*** recovery;
  - c) System reset;
  - d) Forensic investigation;
  - e) Removal of unwanted information from the Internet;
  - f) Forensic certification;
  - g) Technical assistance;
  - h) Expert support;
  - i) Digital surveillance report; and
  - j) Instruction of ***specialist service providers***.
- 2) ***card issuer*** means the bank, financial institution or other entity that has issued ***your*** payment cards and is regulated by the competent authority.
- 3) ***cyber bullying*** means bullying or harassment of ***you*** which takes place on social media, messaging platforms, gaming platforms and mobile phones.
- 4) ***cyber bullying costs*** means necessary and reasonable fees and expenses for counselling, replacement wages, relocation expenses or professional security firm incurred by ***you*** with ***our*** written consent as direct result from ***cyber bullying***.
- 5) ***cyber event*** means an actual or reasonably suspected ***unauthorized access or use*** of ***your home electronic device*** or ***home connected device*** or the transmission of malicious code to ***your home electronic device*** or ***home connected device***.
- 6) ***cyber extortion loss*** means:
  - a) any ***extortion payment*** that has been made by or on behalf of ***you*** with ***our*** prior written consent to prevent or terminate an ***extortion threat***; and
  - b) reasonable and necessary expenses incurred by ***you*** with ***our*** prior written consent to prevent or respond to an ***extortion threat***.
- 7) ***cyber war*** means any harmful act, or any series of related, repeated or continuing harmful acts, conducted using one or more computers (which includes any software residing on such computer, and any associated devices or equipment) directed against one or more computers (which includes any software residing on such computer, and any associated devices or equipment) that is committed by, or at the direction or under the control of, a sovereign state, and which:
  - 1) is conducted as part of a ***war***; or
  - 2) causes a major detrimental impact on:
    - i) the functioning of another sovereign state due to disruption to the availability, delivery or integrity of any ***essential service*** in that other sovereign state; and/or
    - ii) the security or defense of another sovereign state,

provided however that ***cyber war*** shall not mean the direct or indirect effect of such harmful act(s) which causes a major detrimental impact on a sovereign state as described in parts 2.i). and/or 2.ii) above, on any

*home electronic device* not physically located in a sovereign state which has suffered such major detrimental impact described in parts 2.i). and/or 2.ii) above.

- 8) *data* means software or electronic data that exists on *your home electronic device* or *home connected device* that is solely for *your* personal use.
- 9) *device repair and reinstatement costs* means the reasonable and necessary costs of the *specialist service provider* to:
- a) repair *your home electronic devices* or *home connected devices*;
  - b) replace *your home electronic devices* or *home connected devices* with an item of similar quality; or
  - c) reimburse *you* for the value at which *we* could replace *your home electronic devices* or *home connected devices* that have been *impaired*.

Where the *specialist service provider* seeks to resolve the *impairment*, *we* will, considering *your* choice, instruct the *specialist service provider* to:

- i) repair *your home electronic devices* or *home connected devices*;
  - ii) replace *your home electronic devices* or *home connected devices* with an item of similar quality and function; or
  - iii) reimburse *you* for the value at which *we* could replace *your home electronic devices* or *home connected devices* that have been *impaired*.
- 10) *digital currency* means a type of digital currency that:
- a) requires cryptographic techniques to regulate the generation of units of currency and verify the transfer thereof;
  - b) is both stored and transferred electronically; and
  - c) operates independently of a central bank or other central authority.
- 11) *electronic communications network infrastructure* means:
- a) transmission and telecommunication systems or services, whether or not based on a permanent infrastructure or centralized administration capacity;
  - b) switching or routing equipment; and
  - c) other resources, including network elements which are not active,
- which permit the conveyance of signals by wire, radio, optical or other electromagnetic means, including satellite networks, fixed (circuit- and packet-switched, including internet) and mobile networks, electricity cable systems to the extent that they are used for the purpose of transmitting signals, networks used for radio and television broadcasting, and cable television networks.
- 12) *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, emergency services, health services, utility services and/or services that are essential for the maintenance of the food, energy and/or transportation sector.
- 13) *extortion payment* means *money*, *digital currency*, marketable goods or services demanded by a *third party* to prevent or terminate an *extortion threat*.
- 14) *extortion threat* means a threat to:
- a) alter, destroy, damage, delete or corrupt *your data*;
  - b) perpetrate the *unauthorized access or use* of any *home electronic device* or *home connected device*;
  - c) prevent access to any *home electronic device*, *home connected device*, or *your data*;
  - d) steal, misuse or publicly disclose *your data*;
  - e) introduce malicious code into any *home electronic device*, *home connected device*, or to *third party* computer systems from any *home electronic device* or *home connected device*; or
  - f) interrupt or suspend any *home electronic device* or *home connected device*,

unless an **extortion payment** is received from or on behalf of **you**.

- 15) **goods** means **your** personal tangible possessions which **you** own.
- 16) **home** means **your** permanent address located within British Columbia, as shown on your declaration page.
- 17) **home connected device** means any electronic device in **your home** that contains sensor(s), software and/or technology used for communicating with other electronic devices over a network or Internet connection.
- 18) **home electronic device** means any computer, laptop, mobile telephone, tablet, any software residing on such devices and any networking equipment owned or operated by **you**.
- 19) **home system compromise costs** means reasonable and necessary costs of the **specialist service provider** to attempt to:
  - a) regain access, replace or restore **your data**; and/ or
  - b) if **your data** cannot reasonably be accessed, replaced, or restored, the reasonable and necessary costs incurred by **you** to reach this determination;

Where **your data** is recovered, the **specialist service provider** will return **your data** to **you** adopting such method as is determined by the **specialist service provider**, taking into account any reasonable request **you** make where possible.

If the **specialist service provider** is unable to recover **your data**, **we** will pay for the reasonable and necessary costs of a **third party** to recover **your data** up to the limit shown on your declaration page.

- 20) **identity theft event** means the deliberate use or access of **your** identity by a **third party** as a method to gain a financial advantage or obtain credit and other benefits in **your** name.
- 21) **identity theft expenses** means the reasonable and necessary administrative and out-of-pocket expenses incurred to protect or restore **your** identity to the position before the **identity theft event**.
- 22) **impaired, impairment** means the degradation or loss of function of **your home electronic device** or **home connected device** as a direct result from a **cyber event**.
- 23) **incident** means any covered:
  - a) **cyber event**;
  - b) **cyber bullying**;
  - c) **cyber extortion threat**;
  - d) **identity theft event**;
  - e) **social engineering fraud event**;
  - f) **online shopping fraud**;

that you first discover during the **policy period**.

- 24) **incident helpline** means the 24 hour, seven days a week call centre operated by the Assistance Expert identified on your declaration page for this optional coverage.
- 25) **data** means software or electronic **data** that exists on your **home electronic device** or **home connected device** that is solely for **your** personal use.
- 26) **loss** means:
  - a) **online shopping loss**;
  - b) **cyber bullying costs**;

- c) *cyber extortion loss*;
- d) *home system compromise costs*;
- e) *identity theft expenses*; and
- f) *online fraud loss*.

Loss includes the costs incurred by the *assistance expert services* and *specialist service provider*.

Multiple *losses* arising from the same or a series of related, repeated or continuing acts, errors, omissions, *incidents* or events will be considered a single *loss* for the purposes of this optional coverage.

- 27) *money* means a medium of exchange in current use authorized or adopted by a domestic or foreign government as a part of its currency.
- 28) *online fraud loss* means direct financial loss of *your* personal funds.
- 29) *online shopping loss* means direct financial loss of *your* personal funds.
- 30) *online shopping fraud* means the intentional misleading of *you* by a *social engineering fraudster* while *you* are trying to sell or purchase products or services on an *online marketplace* and which results in *you*.
  - a) failing to receive payment within 14 days of the date by which payment was agreed or expected; or
  - b) failing to receive the products within 14 days of the date by which delivery was agreed or expected, receive such products or services.

*online shopping fraud* does not include any failure to receive any products or services as result of any delays in delivery or where the received product or service is not in accordance with the standard or quality or of a type *you* were expecting.
- 31) *online bank account* means an account with a bank or other financial institution regulated by the Office of the Superintendent of Financial Institutions, Financial Consumer Agency of Canada or equivalent competent authority of any other country, the operation of which requires a password or other credentials provided by the bank or financial institution, by which *you* are able to conduct online financial transactions including payments or transfers.
- 32) *online marketplace* means a type of e-commerce site where physical products or services are sold by multiple third parties, and where the transactions for these products or services are processed by the marketplace operator.
- 33) *online wallet* means any online account in which *you* deposit or earn *money* that can be spent in an online store. This does not include credit bought or earned within a game or gambling site or a subscription purchased online.
- 34) *policy period* means the duration of this policy as shown in your declaration page.
- 35) *social engineering fraud event* means the intentional misleading of *you* by a *social engineering fraudster* and which results in good faith:
  - a) transfer by *you* of *your* funds, or *goods* in lieu of payment, to the bank account of the *social engineering fraudster*;
  - b) transfer by *you* of *your* funds or *goods* in lieu of payment to a *third party* who was not the intended recipient of those funds; or
  - c) provision by *you* of *your* bank details to a *third party* or *social engineering fraudster* and which results in *your* personal funds being transferred to a *third party* who was not the intended recipient of those funds or to the bank account of the *social engineering fraudster*.



- 36) ***social engineering fraudster*** means a ***third party*** who intentionally misleads ***you*** by means of a dishonest statement or misrepresentation of a material fact contained or conveyed within an electronic or telephonic communication(s) which was relied upon by ***you*** believing it to be genuine.
- 37) ***specialist service provider*** means a service provider recommended by the Assistance Expert to work with ***you*** to seek to resolve a loss or an incident as stated under this optional coverage.
- 38) ***third party*** means anyone other than ***you***, or anyone ***you*** know, or the ***social engineering fraudster***.
- 39) ***unauthorized access or use*** means the gaining of access to or use of any ***home electronic device*** or ***home connected device*** by an unauthorised person(s) or the use of any ***home electronic device*** or ***home connected device*** in an unauthorised manner.
- 40) ***we/us/our*** means your insurer, BCAA Insurance Corporation.
- 41) ***you/your*** means everyone shown on the declaration page; and
- a) any of their relatives who lives with them; and
  - b) anyone under 21 years old who lives with them and financially depends on them or who's in their care; and
  - c) any students who financially depend on them while they're temporarily living elsewhere to study; and
  - d) if you pass away, anyone who used to be insured under "a", "b", or "c" who still lives on the insured premises.
- 42) ***war*** means the use of physical force by a sovereign state against another sovereign state (whether war be declared or not) or as part of a civil war, rebellion, revolution, insurrection and/or military or usurped power.