

Online Reputation Security and Mitigation Insurance



RISK·EYE®

Section A: RiskEye online reputation security

This section of the policy is administered on behalf of ARAG by RiskEye.

Who Are RiskEye?

RiskEye are a business dedicated to delivering immediate assistance and concrete solutions to escalating and dangerous online risks.

With over a decade of experience monitoring, evaluating and devising security strategies RiskEye ensures that both individuals and organisations have a unique resource. RiskEye provides comprehensive expertise and options that facilitate prompt, preventative action to mitigate any actual or potential online harm.

RiskEye understands the complexities and nuances of online harm and the potential impact on you or your organisation. Years of expertise and experience enable RiskEye to anticipate likely outcomes, implement effective protective measures to protect you from any adverse consequences arising from such harm.

Why Choose RiskEye?

- **Complexity of Online Harm**
RiskEye understand the internet, the platforms and complexity of online harm. Self-help tools are largely ineffective & insufficient.
- **Affordable Access**
By partnering with the insurance industry, we ensure our services are affordable, providing expert advice without a significant financial burden.
- **Community Support**
You are not alone: many people suffer from online harm due to the weaponisation of digital media. RiskEye understand the extent of these issues and effectively work with regulators, governments, and platforms to devise and deliver solutions.

Consumer Support

RiskEye helps consumers by specialising in interpreting, analysing and mitigating online risk to ensure that they are provided with online reputation security. RiskEye's goal is to keep consumers safe so that everyone can use internet as an asset. RiskEye proactively assess risk and provide robust strategies to mitigate that risk.

The RiskEye Service

Words, pictures or videos that are public can threaten the reputation or online security of an organisation. These can give rise to the following risks:

- **Misinformation** – any false or inaccurate information that may be used to deliberately deceive,
- **Disinformation** – false information that is deliberately and often overtly spread (often in the form of rumours) to influence public opinion or obscure the truth,
- **Social engineering** – deceiving or manipulating individuals into divulging confidential or personal information that may be used for fraudulent purposes.
- **Information** – risks publicly viewable in the form of words, pictures or videos.

RiskEye will assess these risks and determine whether they qualify under the RiskEye service. All organisations are only covered when located within the countries covered by this service. The date of an incident is recorded as the date it is notified to RiskEye through the RiskEye contact number.

What you Should do in the Event of an Online Event That is a Risk to your Organisation:

Please contact RiskEye on **+353 (0) 1 686 9160**

- RiskEye will take the details about your organisation and the online risk identified. If the risk analyst can resolve the issue within the first call, you will receive a confirmation email that contains all the information you supplied and the advice the risk analyst has given you.
- If the issue cannot be resolved in the first instance, the risk analyst will refer your case to the mitigation expert who will review the details and then come back to you with further advice and actions.
- You should only proceed with the advice given by RiskEye otherwise this could affect the service being provided by RiskEye and whether RiskEye can continue to assist you with these matters.

Please note the RiskEye service does not include:

- Advice or guidance for general online use, including:
 - Use of or functionality of software, hardware, apps or social media.
 - Advice or guidance for social media marketing, advertising, promotion, or other day to day online activities.
 - Website functionality or use, SEO tracking or use.
- Initiating legal proceedings, barrister fees, court preparation costs, court attendance costs, the recovery of damages arising from loss of reputation – nor obtaining compensation for the effects of such loss

If RiskEye determine that this risk is covered by their service, RiskEye will provide:

- A 24/7 telephone help line for immediate digital/online assistance for anything that appears online as an actual or potential threat, in words, pictures and videos.
- Specialist advisors to
 - Provide advice and guidance for pre-crisis event,
 - Provide level 1 mitigation assistance and guidance to help manage an event either pre-crisis or in-crisis.
- Expert Mitigation Specialists where the event has escalated, becomes protracted or requires specialist online expertise.
- Specialist advice is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, we will call you back.
- Confirmation email with documented steps taken and advice given.

Conditions of service:

RiskEye will not provide or continue to provide assistance where:

- the organisation ignores the advice of the RiskEye team and exacerbates the online issue
- the organisation or person acting for the organisation deliberately acts in a malicious or harmful way online
- any preexisting harmful behaviour by the organisation or a person acting on behalf of the organisation has caused an online event
- Organisations fail to take reasonable steps to address the re-occurrence of online security risks.

Limitation of Support

The provision by RiskEye of advice and support in all online harm and mitigation shall be limited to the maximum fixed hours per policy period shown in the schedule. This limit applies to media monitoring, insured support, social media security, or panel legal services necessary to avoid, mitigate or minimise the potential impact of a specific online incident, online reputation threat or online reputation attack that may affect your reputation. This only applies to indefensible defamatory threats or statements and preventing adverse online commentary.

Section B: Mitigation Costs

This Section is provided by ARAG Legal Protection Limited on behalf of the **insurer**, ARAG Allgemeine Versicherungs Aktiengesellschaft.

Our agreement

This policy, the policy schedule and any endorsement shall be read together as one document and describe the contract between **you** and **us**.

All cover under this policy is afforded solely with respect to **loss** first made against an **insured** during the **policy period** and reported to the **insurer** as required by this policy.

What the insurer will pay

Following an insured incident, the **insurer** will cover mitigation costs involved in dealing with any **online reputation threat or online reputation attack** which is first discovered during the **policy period** and for which RiskEye has first retained a panel specialist on behalf of the **insured** during the **policy period**.

The most the **insurer** will pay for all **proactive costs** related by time or originating cause shall be limited to €5,000 per Insured incident.

Insured incidents

1. Online reputation threat

The **insurer** shall pay the **proactive costs** that an **insured** incurs in seeking to avoid or minimise the potential impact of a specific **online reputation threat**.

2. Online reputation attack

The **insurer** shall pay the **proactive costs** that an **insured** incurs in seeking to avoid or minimise the potential impact of a specific **online reputation attack**.

Before coverage will apply for **loss** under this policy:

- 1) RiskEye shall provide written notice to the **insurer** of an online incident, **online reputation threat** or **online reputation attack** as soon as practical after RiskEye first retains a panel specialist in connection with such an online incident, **online reputation threat** or **online reputation attack**.
Such notice shall be provided no later than fourteen (14) days after RiskEye's retention of such panel specialist in connection with such **online reputation threat or online reputation attack**.
- 2) If on **online reputation threat or online reputation attack** in response to which the **insured** has first retained a panel specialist during the **policy period** is reported in accordance with paragraph 1) above, then the **insured** shall be deemed to have first retained a **panel specialist** during the **policy period** for any subsequent related events.
- 3) RiskEye and each **insured** shall give the **insurer** full cooperation and such information as it may reasonably require.
- 4) RiskEye and the **insured** shall, at their own cost, establish and prove the **insured's loss** to the **insurer**.
- 5) The **insured** agrees that the **insurer** shall pay any covered **loss** directly to the **panel specialists** on behalf of the **insured**.
- 6) The **insured** agrees that the **panel specialists** are ultimately appointed by the **insured** and the **insurer** is in no way liable for the conduct of or advice provided by the **panel specialists**.
- 7) Payment of the covered **loss** shall be made by the **insurer** to the **panel specialists** on behalf of the **insured** no later than sixty 60 days after the presentation and written acceptance by the **insurer** of satisfactory proof of **loss** by RiskEye or the **insured**.

What the insurer will not pay

The **insurer** shall have the right to void coverage under this policy, ab initio, whether by rescission or otherwise, in the event that:

- 1) the application, statements, warranties or representations materially affected either the acceptance of the risk or the hazard assumed by the **insurer** under this policy and any **insured** knew that the application or such statements, warranties and representations were not accurate and complete; or
- 2) any **insured** had knowledge of any fact or information as of the retroactive date that would lead a reasonable person to believe that an **online reputation threat or online reputation attack** might occur during the **policy period**.

The meaning of **words** in this policy

The following words have these meanings wherever they appear in this policy in **bold**:

covered brand	The trading name and/or any logos of the insured .
insured/you	The corporate body named in the schedule located in the Republic of Ireland.
insurer	ARAG Allgemeine Versicherungs Aktiengesellschaft.
legal management	<p>The provision of specific legal services on behalf of an insured in connection with strategic planning, issuing letters or warning to achieve the removal of infringing content that puts the scheme at risk of an online reputation attack and/or obtain an apology or retraction, and preparation of a case file for handover to the insured's legal advisors.</p> <p>It will not include initiating legal proceedings, barrister's fees, court preparation costs, court attendance costs, the recovery of damages arising from loss of reputation, or obtaining compensation for the effects of such loss on the insured. This only applies to indefensible defamatory threats or statements.</p>
loss	<p>Means</p> <p>(a) proactive costs; and</p> <p>(b) response costs.</p> <p>Loss, proactive costs and response costs shall not mean:</p> <p>(a) payments made, directly or indirectly, to any person or entity to avoid publication of an online reputation threat by such person or entity;</p> <p>(b) attorney's fees, accountant's fees or expenses incurred by or in connection with the retention of any attorney or accountant (other than in connection with legal management services);</p> <p>(c) employee compensation, benefits or overheads;</p> <p>(d) cost of any services provided by an insured or any of its affiliates;</p> <p>(e) costs or expenses incurred to withdraw or recall any good, product or service from the marketplace;</p> <p>(f) forensic investigation costs;</p> <p>(g) amounts paid to third parties alleged to be harmed in connection with an online reputation threat or online reputation attack, including but not limited to amounts deposited in a consumer redress fund or similar accounts;</p> <p>(h) cost of RiskEye de-Risking Support;</p> <p>(i) amounts incurred in connection with seeking or opposing the consummation of any transaction that requires a security holder, debt holder or other stakeholder or management vote or approval; or</p> <p>(j) other expenses or charges that an insured had committed to prior to, or planned to incur in the absence of, an online reputation threat or online reputation attack.</p>
online incident	Any online activity by a third party that has been identified by RiskEye as having the potential to escalate into a specific online reputation threat or online reputation attack that may affect the reputation of the insured .
online reputation attack	<p>Any publication by a third party that RiskEye believes:</p> <p>(a) will be seen by any of the insured's stakeholders (including, but not limited to, actual or potential customers, investors, creditors, vendors, employees, suppliers or regulators) as a material breach of trust, and</p> <p>(b) is likely to have an adverse impact on the public perception of an insured or a covered brand.</p>

online reputation threat	<p>Any act or event that RiskEye believes would, if disclosed in a publication: (a) be seen by any insured's stakeholders (including, but not limited to, actual or potential customers, investors, creditors, vendors, employees, suppliers or regulators) as a material breach of trust, and (b) have an adverse impact on the public perception of an insured or a covered brand.</p> <p>An online reputation threat ceases upon the earlier of any publication, or any online reputation threat becoming the subject of an online reputation attack.</p>
panel specialist	<p>Any specialist providing mitigation services specifically on behalf of an insured in connection with an online incident, online reputation threat or an online reputation attack but only if such firm is an approved insurer and RiskEye panel specialist at the time that the firm is retained.</p> <p>If no approved panel specialist is willing and able to provide mitigation services on behalf of an insured in connection with a specific online incident, online reputation threat or online reputation attack then a mitigation services provider retained by RiskEye with the insurer's prior written consent shall be treated as a panel specialist solely for that specific online incident, online reputation threat or online reputation attack.</p> <p>ARAG reserves the right to appoint an in-house lawyer to deal with your claim on your behalf at any time should this be necessary to protect your interests.</p>
policy period	The period of time specified in the schedule unless the policy is cancelled in which event the policy period will end on the effective date of the cancellation.
policyholder	The entity or natural person specified as such in the schedule.
premium	The amount specified in the schedule and any premium adjustment reflected in an endorsement to this policy.
proactive costs	Fees and expenses incurred in the provision of mitigation services in response to a specific online reputation threat and costs incurred in the provision of pre-emptive services to reduce the risk or to increase the resilience of an insured from incurring online reputation threats or online reputation attacks before or during any online incident.
publication	<p>The dissemination via any medium (including but not limited to dissemination via print, video, audio, electronic, or digital or digitised form) of previously non-public information or opinion specifically concerning an insured or a covered brand.</p> <p>Publication does not mean the reporting or disclosure of any financial information, financial projections or estimates, any communication seeking or opposing the consummation of any transaction that requires a security holder, debt holder or other stakeholder or management vote or approval, or any internal communication directed only to an insured's executives and/or employees.</p>
related event	<p>Any online reputation threat or online reputation attack that:</p> <p>(a) is an extension, expansion or publication of another online reputation threat or online reputation attack; or</p> <p>(b) arises out of, is based upon, or is attributable to the same or related facts that are or were the subject of another online reputation threat or online reputation attack.</p>

response costs

Fees and expenses incurred by the **panel specialist** in the provision of:
(a) Mitigation services in response to a specific **online reputation attack**; and
(b) any public relations, communications and marketing expenses (including, but not limited to, the cost of crisis communications-related advertising, printing, mailing, brand monitoring and the operation of a telephone or internet hotline or answer line) incurred in the period commencing with the identification and notification to the **insurer** of an emerging online incident, online reputation attack, or **publication**, but only to the extent that such public relations, communications and marketing expenses are incurred at the recommendation of a panel specialist as a targeted response, specifically designed to address an online reputation attack.
Response costs shall not include the cost of providing any notice or making any disclosure required by law or contract.

retroactive date

The date specified as such in the schedule.

RiskEye

Risk Eye Limited.

third party

Any person or entity other than an **insured**, the directors or officers of any **insured**, or any of their respective affiliates, agents, successors or assigns.

we/us/our/ARAG

ARAG Legal Protection Limited who is authorised under a coverholder agreement to administer this insurance on behalf of the **insurer**, ARAG Allgemeine Versicherungs Aktiengesellschaft.

Policy exclusions

The **insurer** will not pay for any **loss** that arises out of, is based upon or is attributable to any:

- 1) change in population, economic conditions, customer tastes or competitive or business environment;
- 2) bankruptcy or insolvency of any **insured** (other than **losses** in connection with a public announcement arising out of the actual or anticipated filing of a bankruptcy petition by or on behalf of an **insured**);
- 3) criticism of an **insured's** financial performance, or any change in the financial rating of an **insured** or of any security issued by an **insured**;
- 4) direct and foreseeable consequence of an **insured's** decision to change or discontinue the use of any business strategy, manufacturing process, vendor, supplier or distributor;
- 5) acquisition or merger strategy, any actual or threatened acquisition of or by an **insured**, or any merger of an **insured** by or with any other entity;
- 6) any costs incurred before the written acceptance of a claim by **us**;
- 7) fines, penalties, compensation or damages which the **insured** is order to pay by a court or other authority;
- 8)
 - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - (c) war, invasion act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined by the Criminal Justice (Terrorist Offences) Act 2005;
 - (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds;
 - (e) a dispute where providing cover, payment of any claim or the provision of any benefit would expose the **insurer** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

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| 1) Information you provide | <p>You must take reasonable care to make sure that any information you provide when taking out this policy, or during the term of this policy, is complete and accurate. If any information you are required to provide is not complete and accurate:</p> <ul style="list-style-type: none">(a) your policy may be voided or cancelled and the premium kept, or(b) part or all of any claim may be refused or not paid, or(c) the premium or cover may be revised. |
| 2) Other insurances | <p>If any claim covered under this policy is also covered by another policy, or would have been covered if this policy did not exist, the insurer will only pay the insurer's share of the claim even if the other insurer refuses the claim.</p> |
| 3) Fraudulent claims | <p>We will, at our discretion, void the policy (make it invalid) from the date of claim, or alleged claim, and/or the insurer will not pay the claim if:</p> <ul style="list-style-type: none">(a) a claim the insured has made to obtain benefit under this policy involves a fraudulent misrepresentation or where any conduct by the insured person (relative to the contract or the steps leading to its formation) involves fraud of any other kind, or(b) a false declaration or statement is made in support of a claim. <p>Where the above circumstances apply, as part of our fraud prevention measures we will, at our discretion, also share information with other parties such as the Gardaí, government bodies and anti-fraud organisations.</p> |
| 4) Disputes | <p>If there is a disagreement between an insured and us about the handling of a claim and it is not resolved through our internal complaints procedure and you are a small business the insured can contact the Financial Services and Pensions Ombudsman (FSPO) for help. Details available from www.fspo.ie.</p> <p>Alternatively, there is a separate arbitration process (this applies to all sizes of business). The arbitrator will be a barrister chosen jointly by the insured and us. If there is a disagreement over the choice of arbitrator, we will ask the Chartered Institute of Arbitrators to decide.</p> |
| 5) Cancelling the policy | <p>You can cancel this policy by telling us at any time as long as you tell us at least 14 working days beforehand. We can cancel this policy at any time as long as we tell you at least 14 working days beforehand.</p> <p>Subject to the terms of business between you and the person who sold you this policy, you may be entitled to a partial refund of the premium.</p> <p>It is important to note that charges may apply to any refund subject to the individual terms of business between you and the person who sold you this policy. Please contact them directly for full details of charges.</p> |
| 6) Claims under this policy by a third party | <p>Apart from us, you are the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it.</p> |
| 7) Law that applies | <p>This policy will be governed by Irish Law. All Acts of the Oireachtais within the policy wording shall include any subsequent amendment or replacement legislation</p> |

Privacy statement

This is a summary of how **we** collect, use, share and store personal information. To view **our** full privacy statement, please see **our** website www.arag.ie

Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. **We** will hold and process this information in accordance with all relevant data protection regulations and legislation. Should **we** ask for personal or sensitive information, **we** undertake that it shall only be used in accordance with **our** privacy statement.

We may also collect information for other parties such as suppliers **we** appoint to process the handling of a claim.

Using personal or sensitive information

The reason **we** collect personal or sensitive information is to fulfil **our** contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, **we** may need to share personal or sensitive information with other organisations.

We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected.

Please refer to **our** full privacy statement for full details.

Keeping personal information

We shall not keep personal information for any longer than necessary.

Your rights

Any person **insured** by this policy has a number of rights in relation to how **we** hold personal data including; the right to a copy of the personal data **we** hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when **we** will not be able to delete personal data, please refer to **our** full privacy statement.

How to make a complaint

We will always try to give **you** a quality service. If **you** think **we** have let **you** down, please write to **our** Head of Legal & Compliance at ARAG Legal Protection Limited | 1 Hatch Street Upper | Dublin 2 | D02 PY28. Or **you** can phone **us** during standard office hours on 01 670 7470 or email **us** at customerrelations@arag.ie. Details of **our** internal complaint handling procedures are available on request.

If **you** are still not satisfied **you** can contact the Financial Services and Pensions Ombudsman (**FSPO**) at Lincoln House | Lincoln Place | Dublin 2 | D02 VH29. **You** can also contact them by emailing their Information Service at info@fsp.ie or calling them on +353 1 567 7000. **Website** www.fspo.ie

You can also contact the Insurance Information Service at 5 Harbourmaster Place | IFSC | Dublin 1 | D01 E7E8 or by phoning 01 676 1820. **Website** www.insuranceireland.eu

Using these services does not affect **your** right to take legal action.

ARAG Legal Protection Limited is registered in Republic of Ireland (CRO number 639625). Registered Address : 1 Hatch Street, Dublin 2, D02 PY28. ARAG Legal Protection Limited is regulated by the Central Bank of Ireland (C191422).

ARAG Legal Protection Limited is a coverholder of the insurer, ARAG Allgemeine Versicherungs Aktiengesellschaft, ARAG Platz 1, D-40472 Düsseldorf, Germany, which is authorised and regulated by the Federal Financial Supervisory Authority, BaFin (firm reference number VU5455), the regulatory authority in Germany. The insurer operates in Ireland through its Irish Branch, (CRO number 909141) which is regulated by the Central Bank of Ireland (C194774) for Conduct of Business Rules.

www.arag.ie