

MYCYBERPROTECTION™

TERMS AND CONDITIONS

Edition Date: October 18, 2022

These Terms and Conditions are a legally binding agreement between The Hartford Steam Boiler Inspection and Insurance Company, its affiliates and appointed contract administrators, (collectively “HSB,” “us,” or “we”) in addition to any other written agreement between us and you. A sample policy is available for viewing on this website. Specific limitations and exclusions apply.

By clicking "Continue to Payment", you represent that the information shown on your application is true and complete. You understand that non-disclosure or misrepresentation may render this Policy null and void. Further, by clicking “Continue to Payment,” you understand and agree to these Terms and Conditions.

ELECTRONIC DELIVERY DISCLOSURE AND CONSENT

These Terms and Conditions describe how the e-delivery option made available to you works. You have the right to obtain paper or electronic copies of your policy documents. By clicking the box for e-delivery, you agree that all policy and billing documents, including endorsements, notices, bills and other communications regarding this policy, other than documents required to be delivered by another method, will be delivered to you by electronic mail using the current, active e-mail associated with your account. Your consent to electronic delivery applies to documents that are currently available for electronic delivery and to documents that may become available for electronic delivery in the future. Insurance related documents include, but are not limited to:

- Your insurance policy and all documents, notices and correspondence related to your insurance policy. This could include ID Cards, applications, amendments, endorsements, illustrations, questionnaires, disclosures, and reports;
- Bills, billing notices, payment schedules or any other correspondence related to premium payments;
- Claim notices, disclosures, status letters, forms, and correspondence concerning a claim that arises under your policy or involves you as an insured and/or claimant;

- Legally mandated policies, notices, and disclosures to inform you of our business practices, including notices related to our collection, storage, use, and disclosure of your personal information; and
- Any other documents related to your insurance transactions with us.

This consent for electronic delivery is effective until you withdraw it (see below for method to withdraw consent). By choosing to obtain electronic copies of your policy documents, you agree to be bound by these Terms and Conditions.

You may contact us at any time to receive paper versions of your policy documents.

All communications in either electronic or paper format from us to you will be considered "in writing." You understand and agree that it is Your responsibility to access and review the Documents upon receipt of an email notice. All terms in the Documents are binding just as if they were delivered in paper form. You understand that they are delivered in a manner to allow You immediate access to download and print. You understand that You should download and print the Documents so that You may access or maintain them in Your personal records or in the event they are temporarily or otherwise unavailable online.

E-Mail Address

If you opt to receive paperless Policies, you agree to provide us with a current, active e-mail address. You agree to notify us if your email address, mailing address or other delivery information changes by contacting customer care at customercare@mycyberprotection.com or calling (844)-378-5782.

Consent Withdrawal

You may withdraw your consent to receive electronic documents and request paper documents by mail at any time by contacting us at (844)-378-5782 or customercare@mycyberprotection.com and make that request. There is no charge to receive paper documents. We will mail any documents to the address shown in the Declarations page of your policy.

Software

You understand that to receive documents electronically, you need to have internet connectivity and a device capable of accessing portable document files (PDF), Adobe 5 or higher and one of the following;

Internet Explorer 10.0* or higher, Microsoft Edge, Firefox 27 or higher, Chrome 38 or higher, Safari 7 or higher. We will provide notice to you in the event of any changes regarding hardware or software requirements necessary to receive policy documents and

other related documents electronically.

Privacy and Security

We respect your privacy and personal information. We work hard to keep it secure. You agree to our Privacy Statement. You may access our complete [Privacy Policy](#) and you may contact us for a copy.

HSB reserves the right to amend these Terms and Conditions at any time. We will provide you with electronic notice when changes are made.

Automatic Renewal

We may elect to automatically renew your Policy and charge your payment method in accordance with the Terms stated herein unless you notify us prior to the expiration date. In the event we renew your Policy, your payment method will be [automatically] charged according to the Terms herein and the Policy. You will receive advance notice prior to the expiration date of your Policy advising of automatic renewal .

HSB reserves the right to amend these Terms and Conditions at any time. We will provide you with notice when changes are made.

FRAUD WARNINGS

NOTICE TO APPLICANTS AND CLAIMANTS IN STATES NOT SPECIFICALLY ADDRESSED BELOW:

Any person who knowingly, and with intent to defraud or deceive any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent act, which is a crime and may subject such person to criminal and civil penalties.

NOTICE TO ALABAMA, ARKANSAS, DISTRICT OF COLUMBIA, LOUISIANA, MARYLAND, NEW MEXICO, RHODE ISLAND AND WEST VIRGINIA APPLICANTS AND CLAIMANTS:

Any person who knowingly (or willfully in MD) presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully in MD) presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison, or any combination thereof.

NOTICE TO COLORADO APPLICANTS AND CLAIMANTS:

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claiming with regard to a settlement or award payable for insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

NOTICE TO FLORIDA APPLICANTS AND CLAIMANTS:

Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

NOTICE TO KANSAS APPLICANTS AND CLAIMANTS:

A “fraudulent insurance act” means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

NOTICE TO KENTUCKY, NEW YORK AND PENNSYLVANIA APPLICANTS AND CLAIMANTS:

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

NOTICE TO MAINE, TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS AND CLAIMANTS:

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or denial of insurance benefits.

NOTICE TO NEW HAMPSHIRE APPLICANTS AND CLAIMANTS:

Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud as provided in RSA 638.20.

NOTICE TO NEW JERSEY APPLICANTS AND CLAIMANTS:

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NOTICE TO OHIO APPLICANTS AND CLAIMANTS:

All applications for group or individual insurance issued by an insurer and all claim forms issued by an insurer, for use by persons in applying for insurance or submitting a claim for payment pursuant to a policy or a claim for any other benefit pursuant to a policy, shall clearly contain a warning substantially as follows: "Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud."

NOTICE TO OKLAHOMA APPLICANTS AND CLAIMANTS:

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

NOTICE TO OREGON APPLICANTS AND CLAIMANTS:

Any person who makes an intentional misstatement that is material to the risk may be found guilty of insurance fraud by a court of law.

NOTICE TO PUERTO RICO APPLICANTS AND CLAIMANTS:

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand (5,000) dollars and not more than ten thousand (10,000) dollars, or a fixed term of imprisonment for three (3) years, or both penalties. If aggravating circumstances are present, the penalty thus established may be increased to a maximum of five (5) years; if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.