

Cyber Protection

Policy wording





SECTION 40 INSURANCE CONTRACTS ACT 1984 (Cth)

This notice is provided in connection with but does not form part of the policy. For defined terms used in this notice please read the policy.

This policy provides coverage on a "Claims Made" and "first discovered" basis.

For the Liability Insuring Agreements, this policy only provides cover if a **claim** is made against an **insured**, by some other person, during the **policy period**.

For the Breach Response and First Party Loss Insuring Agreements, this policy only provides cover for where the actual or reasonably suspected **data breach**, **security breach**, **system failure**, **dependant security breach** or **dependant system failure** (as applicable according to each Insuring Agreement) that the **Insured** first discovers or **extortion threat** first made, during the **policy period**.

This policy does not provide cover for:

- any **loss** arising out of any act, error, omission, incident or event committing or occurring prior to the inception date of this Policy if any member of the **control group** on or before the **continuity date** knew or could have reasonably foreseen that such act, error or omission, incident or event might be expected to the basis of a **claim** or **loss**; or
- any **claims**, **loss**, incident or circumstances for which notice has been provided under a prior policy of which this Policy is a renewal or replacement.

Section 40(3) of the Insurance Contracts Act 1984 (Cth) applies to this type of policy. That sub-section provides that if an **insured** becomes aware, during the period when the policy is in force, of any facts which might give rise to a **claim** against them by some other person, then provided that the **insured** notifies the **insurer** in writing of the matter as soon as was reasonably practicable after the **insured** became aware of those facts but before the insurance cover provided by this policy expires, the **insurer** may not refuse to indemnify merely because a **claim** resulting from the matter is not made against the **Insured** while the policy is in force.

If an **insured**, inadvertently or otherwise, does not notify the relevant occurrence or facts to the Insurer before the expiry of the policy, the **insured** will not have the benefit of section 40(3) and the **insurer** may refuse to pay any subsequent **claim**, notwithstanding that the

facts or events giving rise to it or the circumstances alleged in it may have taken place during the **policy period**.

If a **claim** is made against the **insured** by some other person during the **policy period** but is not notified to the **insurer** until after the policy has expired, the **insurer** may refuse to pay or may reduce its payment under the policy if it has suffered any financial prejudice as a result of the late notification.

Your Duty of Disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- Reduces the risk we insure you for; or
- Is common knowledge; or
- We know or should know as an insurer; or
- We waive your duty to tell us about

If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Unusual terms

Please note the Sanction Limitation which prevents the **insurer** from providing cover, benefits or paying claims where that would expose the Underwriters to sanctions, prohibitions or restrictions.

Privacy

Delta Insurance Australia Pty Ltd is committed to protecting your privacy. We have adopted the Australian Privacy Principles (APPs) contained in the Privacy Act 1988 (Cth) (**Privacy Act**). The APPs govern the way in which we collect, use, disclose, store, secure and dispose of your Personal Information.

Any Personal Information collected about you will only be used for the purposes indicated in Delta Insurance Australia's Privacy Policy and only in the instance

where you have provided consent to Delta Insurance Australia, or as otherwise required by law.

Delta Insurance Australia will need to collect personal information from you or your insurance agent to assist with assessing your risk in order to provide the insurance that you are applying for.

Use of your Information

The information collected will be used for the purpose in assisting with underwriting and administering your insurance cover on behalf of the Insurers, Delta Insurance Australia represents. Where reasonable and practicable to do so, Delta Insurance Australia, will collect your Personal Information only from you. In some cases, to verify your identity, Delta Insurance Australia may need to obtain or verify your Personal Information from a third party.

Information collected can also be used towards improving Delta Insurance Australia's customer service, product data research analysis and to advise you of any other products and services that may be of interest to you.

Security of your information

Your Personal Information is stored in a manner that reasonably protects it from misuse and loss and from unauthorised access, modification or disclosure.

When your Personal Information is no longer needed for the purpose for which it was obtained, Delta Insurance Australia, will take reasonable steps to destroy or permanently de-identify your Personal Information. However, most of the Personal Information is or will be stored in client files which will be kept, by Delta Insurance Australia for a minimum of 7 years.

Whilst underwriting and reviewing your policy, Delta Insurance Australia may share your information with your insurance agent, claims assessors, and to third party administrators providing related services to your insurance policy. Your information will be provided to the Insurer's we represent, based in the UK and whose details we will provide to you when issuing an insurance quotation.

By providing Delta Insurance Australia with your Personal Information, you are consenting to the collection, use, disclosing and or processing of your personal data for the purposes as described above;

Further Information

Delta Insurance Australia understands that you may not want to share with us the information which is requested to review your insurance policy, and this may affect our ability in providing and assessing an

insurance policy.

For more information regarding how Delta Insurance Australia collects, stores, uses and discloses your information, please read our privacy policy located at www.deltainsurance.com.au or alternatively you can contact us at 07 3017 4720.

BEAZLEY BREACH RESPONSE

This policy's liability insuring agreements provide coverage on a claims made and reported basis and apply only to claims first made against the insured during the policy period or the optional extension period (if applicable) and reported to the underwriters in accordance with the terms of this policy. Amounts incurred as claims expenses under this policy will reduce and may exhaust the limit of liability and are subject to retentions.

Please refer to the Declarations, which show the insuring agreements that the **named insured** purchased. If an insuring agreement has not been purchased, coverage under that insuring agreement of this Policy will not apply.

The Underwriters agree with the **named insured**, in consideration of the payment of the premium and subject to all the provisions, terms and conditions of this Policy:

INSURING AGREEMENTS

Breach response

To provide **breach response services** to the **insured organisation** because of an actual or reasonably suspected **data breach** or **security breach** that the **insured** first discovers during the **policy period**.

First party loss

To indemnify the **insured organisation** for:

Business interruption loss

Business interruption loss that the **insured organisation** sustains as a result of a **security breach** or **system failure** that the **insured** first discovers during the **policy period**.

Dependent business interruption loss

Dependent business loss that the **insured organisation** sustains as a result of a **dependent security breach** or a **dependent system failure** that the **insured** first discovers during the **policy period**.

Cyber extortion loss

Cyber extortion loss that the **insured organisation** incurs as a result of an **extortion threat** first made

against the **insured organisation** during the **policy period**.

Data recovery costs

Data recovery costs that the **insured organisation** incurs as a direct result of a **security breach** that the **insured** first discovers during the **policy period**.

Liability

Data & network liability

To pay **damages** and **claims expenses**, which the **insured** is legally obligated to pay because of any **claim** first made against any **insured** during the **policy period** for:

- 1 a **data breach**;
- 2 a **security breach**;
- 3 the **insured organisation's** failure to timely disclose a **data breach** or **security breach**;
- 4 failure by the **insured** to comply with that part of a **privacy policy** that specifically:
 - a prohibits or restricts the **insured organisation's** disclosure, sharing or selling of **personally identifiable information**;
 - b requires the **insured organisation** to provide an individual access to **personally identifiable information** or to correct incomplete or inaccurate **personally identifiable information** after a request is made; or
 - c mandates procedures and requirements to prevent the loss of **personally identifiable information**;

provided the **insured organisation** has in force, at the time of such failure, a **privacy policy** that addresses those subsections above that are relevant to such **claim**.

Regulatory defence & penalties

To pay **penalties** and **claims expenses**, which the **insured** is legally obligated to pay because of a **regulatory proceeding** first made against any **insured** during the **policy period** for a **data breach** or a **security breach**.

Payment card liabilities & costs

To indemnify the **insured organisation** for **pci fines**,

expenses and costs which it is legally obligated to pay because of a **claim** first made against any **insured** during the **policy period**.

Media liability

To pay **damages** and **claims expenses**, which the **insured** is legally obligated to pay because of any **claim** first made against any **insured** during the **policy period** for **media liability**.

eCrime

To indemnify the **insured organisation** for any direct financial loss sustained resulting from:

- 1 **fraudulent instruction**;
- 2 **funds transfer fraud**; or
- 3 **telephone fraud**;

that the **insured** first discovers during the **policy period**.

DEFINITIONS

additional insured

means any person or entity that the **insured organisation** has agreed in writing to add as an **additional insured** under this policy prior to the commission of any act for which such person or entity would be provided coverage under this policy, but only to the extent the **insured organisation** would have been liable and coverage would have been afforded under the terms and conditions of this policy had such **claim** been made against the **insured organisation**.

breach notice law

means any statute or regulation that requires notice to persons whose personal information was accessed or reasonably may have been accessed by an unauthorised person. **Breach notice law** also includes any statute or regulation requiring notice of a **data breach** to be provided to governmental or regulatory authorities.

breach response services

means the following fees and costs in response to an actual or reasonably suspected **data breach** or **security breach**:

- 1 for a lawyer to provide necessary legal advice to the **insured organisation** to evaluate its obligations pursuant to **breach notice laws** or a **merchant services agreement** and in connection with

providing the **breach response services** described below;

- 2 for a computer security expert to determine the existence, cause and scope of an actual or reasonably suspected **data breach**, and if such **data breach** is actively in progress on the **insured organisation's computer systems**, to assist in containing it;
- 3 for a PCI forensic investigator to investigate the existence and extent of an actual or reasonably suspected **data breach** involving payment card data and for a qualified security assessor to certify and assist in attesting to the **insured organisation's pci compliance**, as required by a **merchant services agreement**;
- 4 to notify those individuals whose **personally identifiable information** was potentially impacted by a **data breach** exceeding the **notified individuals threshold**;
- 5 to provide a call centre to respond to inquiries about a **data breach** that exceeds the **notified individuals threshold**;
- 6 to provide a credit monitoring, identity monitoring or other solution described in the online information packet to individuals whose **personally identifiable information** was potentially impacted by a **data breach** exceeding the **notified individuals threshold**; and
- 7 public relations and crisis management costs directly related to mitigating harm to the **insured organisation** which are approved in advance by the underwriters in their discretion.

Breach response services will be provided by providers, will be subject to the terms and conditions of this policy and the online information packet, and will not include any internal salary or overhead expenses of the **insured organisation**. **Breach response services** also includes assistance from the BBR Services Team and access to **education and loss prevention tools**.

To access the current panel of service providers, or learn more details regarding **breach response services** and assistance from the BBR Services Team, visit www.bbrazilia@beazley.com or call 1800 984 283.

business interruption loss means:

- 1 **income loss**;
- 2 **forensic expenses**; and
- 3 **extra expense**;

actually sustained during the **period of restoration**

as a result of the actual interruption of the **insured organisation's** business operations caused by a **security breach** or **system failure**. Coverage for **business interruption loss** will apply only after the **waiting period** has elapsed.

business interruption loss will not include (i) loss arising out of any liability to any third party; (ii) legal costs or legal expenses; (iii) loss incurred as a result of unfavourable business conditions; (iv) loss of market or any other consequential loss; (v) **dependent business loss**; or (vi) **data recovery costs**.

claim means:

- 1 a written demand received by any **insured** for money or services;
- 2 with respect to coverage provided under the regulatory defence & penalties insuring agreement only, institution of a **regulatory proceeding** against any **insured**; and
- 3 with respect to coverage provided under part 1. of the data & network liability insuring agreement only, a demand received by any **insured** to fulfill the **insured organisation's** contractual obligation to provide notice of a **data breach** pursuant to a **breach notice law**;

Multiple **claims** arising from the same or a series of related, repeated or continuing acts, errors, omissions or events will be considered a single **claim** for the purposes of this policy. all such **claims** will be deemed to have been made at the time of the first such **claim**.

claims expenses means :

- 1 all reasonable and necessary legal costs and expenses resulting from the investigation, defence and appeal of a **claim**, if incurred by the underwriters, or by the **insured** with the prior written consent of the underwriters;
- 2 the premium cost for appeal bonds for covered judgments or bonds to release property used to secure a legal obligation, if required in any **claim** against an **insured**; provided the underwriters will have no obligation to appeal or to obtain bonds

Claims expenses will not include any salary, overhead, or other charges by the **insured** for any time spent in cooperating in the defence and investigation of any **claim** or circumstance, or costs to comply with any regulatory orders, settlements or judgments.

computer systems

means computers, any software residing on such computers and any associated devices or equipment:

- 1 operated by and either owned by or leased to the **insured organisation**; or
- 2 with respect to coverage under the Breach Response, Cyber Extortion, Data Recovery Costs and Liability insuring agreements, operated by a third party pursuant to written contract with the **insured organisation** and used for the purpose of providing hosted computer application services to the **insured organisation** or for processing, maintaining, hosting or storing the **insured organisation's** electronic data.

continuity date means:

- 1 the **continuity date** listed in the declarations; and
- 2 with respect to any **subsidiaries** acquired after the **continuity date** listed in the declarations, the date the **named insured** acquired such **subsidiary**.

control group

means any principal, partner, corporate officer, director, general counsel (or most senior legal counsel) or risk manager of the **insured organisation** and any individual in a substantially similar position.

Criminal Reward Funds means:

any amount offered and paid by the **insured organisation** with the Underwriters' prior written consent for information that leads to the arrest and conviction of any individual(s) committing or trying to commit any illegal act related to any coverage under this Policy; but will not include any amount based upon information provided by the **insured**, the **insured's** auditors or any individual hired or retained to investigate the illegal acts. All **criminal reward funds** offered pursuant to this Policy must expire no later than 6 months following the end of the **policy period**.

cyber extortion loss means:

- 1 any **extortion payment** that has been made by or on behalf of the **insured organisation** with the underwriters' prior written consent to prevent or terminate an **extortion threat**; and
- 2 reasonable and necessary expenses incurred by the **insured organisation** with the underwriters' prior written consent to prevent or respond to an **extortion threat**.

damages

means a monetary judgment, award or settlement, including any award of prejudgment or post-judgment interest; but **damages** will not include:

- 1 future profits, restitution, disgorgement of unjust enrichment or profits by an **insured**, or the costs

of complying with orders granting injunctive or equitable relief;

- 2 return or offset of fees, charges or commissions charged by or owed to an **insured** for goods or services already provided or contracted to be provided;
- 3 taxes or loss of tax benefits;
- 4 fines, sanctions or penalties;
- 5 punitive or exemplary damages or any damages which are a multiple of compensatory damages, unless insurable by law in any applicable venue that most favors coverage for such punitive, exemplary or multiple damages;
- 6 discounts, coupons, prizes, awards or other incentives offered to the **insured's** customers or clients;
- 7 liquidated damages, but only to the extent that such damages exceed the amount for which the **insured** would have been liable in the absence of such liquidated damages agreement;
- 8 fines, costs or other amounts an **insured** is responsible to pay under a **merchant services agreement**; or
- 9 any amounts for which the **insured** is not liable, or for which there is no legal recourse against the **insured**.

data

means any software or electronic data which is:

- 1 owned by or in the care, custody or control of the **insured organisation** or for which the **insured organisation** is legally responsible; and
- 2 that exists in **computer systems** and is subject to regular back up procedures.

data breach

means the theft, loss, or **unauthorised disclosure** of **personally identifiable information** or **third party information** that is in the care, custody or control of the **insured organisation** or a third party for whose theft, loss or **unauthorised disclosure** of **personally identifiable information** or **third party information** the **insured organisation** is liable.

data recovery costs

means the reasonable and necessary costs incurred by the **insured organisation** to regain access to, replace, or restore **data**, or if **data** cannot reasonably be accessed, replaced, or restored, then the reasonable and necessary costs incurred by the

insured organisation to reach this determination.

data recovery costs will not include: (i) the monetary value of profits, royalties, or lost market share related to **data**, including but not limited to trade secrets or other proprietary information or any other amount pertaining to the value of **data**; (ii) legal costs or legal expenses; (iii) loss arising out of any liability to any third party; or (iv) **cyber extortion loss**.

dependent business

means any entity that is not a part of the **insured organisation** but which provides necessary products or services to the **insured organisation** pursuant to a written contract.

dependent business loss means:

- 1 **income loss**; and
- 2 **extra expense**;

actually sustained during the **period of restoration** as a result of an actual interruption of the **insured organisation's** business operations caused by a **dependent security breach** or **dependent system failure**. Coverage for **dependent business loss** will apply only after the **waiting period** has elapsed.

Dependent business loss will not include (i) loss arising out of any liability to any third party; (ii) legal costs or legal expenses; (iii) loss incurred as a result of unfavourable business conditions; (iv) loss of market or any other consequential loss; (v) **business interruption loss**; or (vi) **data recovery costs**.

dependent security breach

means a failure of computer security to prevent a breach of **computer systems** operated by a **dependent business**.

dependent system failure

means an unintentional and unplanned interruption of computer systems operated by a **dependent business**.

Dependent system failure will not include any interruption of **computer systems** resulting from (i) a **dependent security breach**, or (ii) the interruption of **computer systems** that are not operated by a **dependent business**.

digital currency

means a type of digital currency that:

- 1 requires cryptographic techniques to regulate the generation of units of currency and verify the transfer thereof;

- 2 is both stored and transferred electronically; and
- 3 operates independently of a central bank or other central authority.

education and loss prevention tools

means information and services made available by the underwriters from time to time and includes access to beazleybreachsolutions.com, a dedicated portal through which **insureds** can access news and information regarding breach response planning, data and network security threats, best practices in protecting data and networks, offers from third party service providers, and related information, tools and services. **Insureds** will also have access to communications addressing timely topics in data security, loss prevention and other areas.

extortion payment

means **money**, **digital currency**, marketable goods or services demanded to prevent or terminate an **extortion threat**.

extortion threat means a threat to:

- 1 alter, destroy, damage, delete or corrupt **data**;
- 2 perpetrate the **unauthorised access or use** of **computer systems**;
- 3 prevent access to **computer systems** or **data**;
- 4 steal, misuse or publicly disclose **data**, **personally identifiable information** or **third party information**;
- 5 introduce malicious code into **computer systems** or to third party computer systems from **computer systems**; or
- 6 interrupt or suspend **computer systems**;

unless an **extortion payment** is received from or on behalf of the **insured organisation**.

extra expense

means reasonable and necessary expenses incurred by the **insured organisation** during the **period of restoration** to minimize, reduce or avoid **income loss**, over and above those expenses the **insured organisation** would have incurred had no **security breach**, **system failure**, **dependent security breach** or **dependent system failure** occurred.

financial institution

means a bank, credit union, saving and loan association, trust company or other licensed financial service, securities broker-dealer, mutual fund, or liquid assets fund or similar investment company where the

insured organisation maintains a bank account.

forensic expenses

means reasonable and necessary expenses incurred by the **insured organisation** to investigate the source or cause of a **business interruption loss**.

fraudulent instruction

means the transfer, payment or delivery of **money** or **securities** by an **insured** as a result of fraudulent written, electronic, telegraphic, cable, teletype or telephone instructions provided by a third party, that is intended to mislead an **insured** through the misrepresentation of a material fact which is relied upon in good faith by such **insured**.

funds transfer fraud

means the loss of **money** or **securities** contained in a **transfer account** at a **financial institution** resulting from fraudulent written, electronic, telegraphic, cable, teletype or telephone instructions by a third party issued to a **financial institution** directing such institution to transfer, pay or deliver **money** or **securities** from any account maintained by the **insured organisation** at such institution, without the **insured organisation's** knowledge or consent.

income loss means an amount equal to:

- 1 net profit or loss before interest and tax that the **insured organisation** would have earned or incurred; and
- 2 continuing normal operating expenses incurred by the **insured organisation** (including payroll), but only to the extent that such operating expenses must necessarily continue during the **period of restoration**.

identity fraud

means the loss of **money** or **securities** that the **insured organisation** sustains as a direct result of fraudulent use or misuse of the **insured organisation's** electronic identity, including the establishment of credit, the electronic signing of any contract, the creation of any website designed to impersonate or the reliance by any third party on a fraudulent version of the **insured organisation's** electronic identity.

individual contractor

means any natural person who performs labor or service for the **insured organisation** pursuant to a written contract or agreement with the **insured organisation**. the status of an individual as an

individual contractor will be determined as of the date of an alleged act, error or omission by any such **individual contractor**.

insured means:

- 1 the **insured organisation**;
- 2 any director or officer of the **insured organisation**, but only with respect to the performance of his or her duties as such on behalf of the **insured organisation**;
- 3 an employee (including a part time, temporary, leased or seasonal employee or volunteer) or **individual contractor** of the **insured organisation**, but only for work done while acting within the scope of his or her employment and related to the conduct of the **insured organisation's** business;
- 4 a principal if the **named insured** is a sole proprietorship, or a partner if the **named insured** is a partnership, but only with respect to the performance of his or her duties as such on behalf of the **insured organisation**;
- 5 any person who previously qualified as an **insured** under parts 2. - 4., but only with respect to the performance of his or her duties as such on behalf of the **insured organisation**;
- 6 an **additional insured**, but only as respects **claims** against such person or entity for acts, errors or omissions of the **insured organisation**;
- 7 the estate, heirs, executors, administrators, assigns and legal representatives of any **insured** in the event of such **insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **insured** would otherwise be provided coverage under this policy; and
- 8 the lawful spouse, including any natural person qualifying as a domestic partner of any **insured**, but solely by reason of any act, error or omission of an **insured** other than such spouse or domestic partner.

insured organisation

means the **named insured** and any **subsidiaries**.

insurer

means Delta Insurance Australia Pty Ltd writing on behalf of the Lloyd's underwriters named in the schedule.

loss

means **breach response services**, **business interruption loss**, **claims expenses**, **cyber extortion loss**, **damages**, **data recovery costs**, **dependent**

business loss, pci fines, expenses and costs, penalties and any other amounts covered under this policy.

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

With respect to the breach response and first party loss insuring agreements, all acts, errors, omissions or events (or series of related, repeated or continuing acts, errors, omissions or events) giving rise to a **loss** or multiple **losses** in connection with such insuring agreements will be deemed to have been discovered at the time the first such act, error, omission or event is discovered.

media liability

means one or more of the following acts committed by, or on behalf of, the **insured organisation** in the course of creating, displaying, broadcasting, disseminating or releasing **media material** to the public:

- 1 defamation, libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organisation;
- 2 a violation of the rights of privacy of an individual, including false light, intrusion upon seclusion and public disclosure of private facts;
- 3 invasion or interference with an individual's right of publicity, including commercial appropriation of name, persona, voice or likeness;
- 4 plagiarism, piracy, or misappropriation of ideas under implied contract;
- 5 infringement of copyright;
- 6 infringement of domain name, trademark, trade name, trade dress, logo, title, metatag, or slogan, service mark or service name;
- 7 improper deep-linking or framing;
- 8 false arrest, detention or imprisonment;
- 9 invasion of or interference with any right to private occupancy, including trespass, wrongful entry or eviction; or
- 10 unfair competition, if alleged in conjunction with any of the acts listed in parts 5. or 6. above.

media material

means any information, including words, sounds, numbers, images or graphics, but will not include computer software or the actual goods, products or

services described, illustrated or displayed in such **media material**.

merchant services agreement

means any agreement between an **insured** and a financial institution, credit/debit card company, credit/debit card processor or independent service operator enabling an **insured** to accept credit card, debit card, prepaid card or other payment cards for payments or donations.

money

means a medium of exchange in current use authorised or adopted by a domestic or foreign government as a part of its currency.

named insured

means the named insured listed in the declarations.

notified individuals threshold

means the number of individual persons listed in the Declarations.

PCI fines, expenses and costs

means the monetary amount owed by the **insured organisation** under the terms of a **merchant services agreement** as a direct result of a suspected **data breach**. With the prior consent of the underwriters, **PCI fines, expenses and costs** includes reasonable and necessary legal costs and expenses incurred by the **insured organisation** to appeal or negotiate an assessment of such monetary amount. **PCI fines, expenses and costs** will not include any charge backs, interchange fees, discount fees or other fees unrelated to a **data breach**.

penalties means:

- 1 any monetary civil fine or penalty payable to a governmental entity that was imposed in a **regulatory proceeding**; and
- 2 amounts which the **insured** is legally obligated to deposit in a fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement of a **regulatory proceeding** (including such amounts required to be paid into a "consumer redress fund");

but will not include: (a) costs to remediate or improve **computer systems**; (b) costs to establish, implement, maintain, improve or remediate security or privacy practices, procedures, programs or policies; (c) audit, assessment, compliance or reporting costs; or (d) costs to protect the confidentiality, integrity and/or security of **personally identifiable information** or other information.

The insurability of **penalties** will be in accordance with the law in the applicable venue that most favors coverage for such **penalties**.

period of restoration

means the 180-day period of time that begins upon the actual and necessary interruption of the **insured organisation's** business operations.

personally identifiable information means:

- 1 any information concerning an individual that is defined as personal information under any **breach notice law**; and
- 2 an individual's driver's license number, unpublished telephone number, and credit, debit or other financial account numbers in combination with associated security codes, access codes, passwords or pins; if such information allows an individual to be uniquely and reliably identified or contacted or allows access to the individual's financial account or medical record information.

but will not include information that is lawfully made available to the general public.

policy period

means the period of time between the inception date listed in the declarations and the effective date of termination, expiration or cancellation of this policy and specifically excludes any optional extension period or any prior policy period or renewal period.

privacy policy

means the **insured organisation's** public declaration of its policy for collection, use, disclosure, sharing, dissemination and correction or supplementation of, and access to **personally identifiable information**.

regulatory proceeding

means a request for information, civil investigative demand, or civil proceeding brought by or on behalf of any national, local or foreign governmental entity in such entity's regulatory or official capacity.

securities

means negotiable and non-negotiable instruments or contracts representing either **money** or tangible property that has intrinsic value.

security breach means a failure of computer security to prevent:

- 1 **unauthorised access or use of computer systems**, including **unauthorised access or use** resulting from the theft of a password from a **computer system** or from any **insured**;
- 2 a denial of service attack affecting **computer**

systems;

- 3 with respect to coverage under the liability insuring agreements, a denial of service attack affecting computer systems that are not owned, operated or controlled by an **insured**; or
- 4 infection of **computer systems** by malicious code or transmission of malicious code from **computer systems**.

subsidiary means any entity:

- 1 which, on or prior to the inception date of this policy, the **named insured** owns, directly or indirectly, more than 50% of the outstanding voting securities ("management control"); and
- 2 which the **named insured** acquires management control after the inception date of this policy; provided that:
 - i the revenues of such entity do not exceed 15% of the **named insured's** annual revenues; or
 - ii if the revenues of such entity exceed 15% of the **named insured's** annual revenues, then coverage under this policy will be afforded for a period of 60 days, but only for any **claim** that arises out of any act, error, omission, incident or event first occurring after the entity becomes so owned. coverage beyond such 60 day period will only be available if the **named insured** gives the underwriters written notice of the acquisition, obtains the written consent of underwriters to extend coverage to the entity beyond such 60 day period and agrees to pay any additional premium required by underwriters.

this policy provides coverage only for acts, errors, omissions, incidents or events that occur while the **named insured** has management control over an entity.

system failure

means an unintentional and unplanned interruption of **computer systems**.

System failure will not include any interruption of **computer systems** resulting from (i) a **security breach**, or (ii) the interruption of any third party computer system.

telephone fraud

means the act of a third party gaining access to and using the **insured organisation's** telephone system in an unauthorised manner.

third party information

means any trade secret, data, design, interpretation, forecast, formula, method, practice, credit or debit card magnetic strip information, process, record,

report or other item of information of a third party not insured under this policy which is not available to the general public.

transfer account means an account maintained by the **insured organisation** at a **financial institution** from which the **insured organisation** can initiate the transfer, payment or delivery of **money** or **securities**.

unauthorised access or use

means the gaining of access to or use of **computer systems** by an unauthorised person(s) or the use of **computer systems** in an unauthorised manner.

unauthorised disclosure

means the disclosure of (including disclosure resulting from phishing) or access to information in a manner that is not authorised by the **insured organisation** and is without knowledge of, consent or acquiescence of any member of the **control group**.

waiting period

means the period of time that begins upon the actual interruption of the **insured organisation's** business operations caused by a **security breach, system failure, dependent security breach** or **dependent system failure**, and ends after the elapse of the number of hours listed as the **waiting period** in the declarations.

EXCLUSIONS

The coverage under this policy will not apply to any **loss** arising out of:

Bodily injury or property damage

- 1 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
- 2 physical injury to or destruction of any tangible property, including the loss of use thereof; but electronic data will not be considered tangible property;

Trade practices and antitrust

any actual or alleged false, deceptive or unfair trade practices, antitrust violation, restraint of trade, unfair competition (except as provided in the media liability insuring agreement), or false or deceptive or misleading advertising; but this exclusion will not apply to:

- 1 the breach response insuring agreement; or
- 2 coverage for a **data breach** or **security breach**, provided no member of the **control group** participated or colluded in such **data breach** or **security breach**;

Gathering or distribution of information

- 1 the unlawful collection or retention of **personally identifiable information** or other personal information by or on behalf of the **insured organisation**; but this exclusion will not apply to **claims expenses** incurred in defending the **insured** against allegations of unlawful collection of **personally identifiable information**; or
- 2 the distribution of unsolicited email, text messages, direct mail, facsimiles or other communications, wire tapping, audio or video recording, or telemarketing, if such distribution, wire tapping, recording or telemarketing is done by or on behalf of the **insured organisation**; but this exclusion will not apply to **claims expenses** incurred in defending the **insured** against allegations of unlawful audio or video recording;

Prior known acts & prior noticed claims

- 1 any act, error, omission, incident or event committed or occurring prior to the inception date of this policy if any member of the **control group** on or before the **continuity date** knew or could have reasonably foreseen that such act, error or omission, incident or event might be expected to be the basis of a **claim** or **loss**;
- 2 any **claim, loss**, incident or circumstance for which notice has been provided under any prior policy of which this policy is a renewal or replacement;

Racketeering, benefit plans, employment liability & discrimination

- 1 any actual or alleged violation of any racketeering, fraud, organized crime or conspiracy law;
- 2 any actual or alleged acts, errors or omissions related to any of the **insured organisation's**, superannuation arrangements, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts, including any violations of the superannuation legislation;
- 3 any employer-employee relations, policies, practices, acts or omissions, or any actual or alleged refusal to employ any person, or misconduct with respect to employees; or
- 4 any actual or alleged discrimination;

but this exclusion will not apply to coverage under the breach response insuring agreement or parts 1., 2. or 3. of the data & network liability insuring agreement that results from a **data breach**; provided no member of the **control group** participated or colluded in such **data breach**;

Sale or ownership of securities & violation of securities laws

- 1 the ownership, sale or purchase of, or the offer to sell or purchase stock or other securities; or
- 2 an actual or alleged violation of a securities law or regulation;

Criminal, intentional or fraudulent acts

Any criminal, dishonest, fraudulent, or malicious act or omission, or intentional or knowing violation of the law, if committed by an **insured**, or by others if the **insured** colluded or participated in any such conduct or activity; but this exclusion will not apply to:

- 1 **claims expenses** incurred in defending any **claim** alleging the foregoing until there is a final non-appealable adjudication establishing such conduct; or
- 2 with respect to a natural person **insured**, if such **insured** did not personally commit, participate in or know about any act, error, omission, incident or event giving rise to such **claim** or **loss**.

for purposes of this exclusion, only acts, errors, omissions or knowledge of a member of the **control group** will be imputed to the **insured organisation**;

Patent, software copyright, misappropriation of information

- 1 infringement, misuse or abuse of patent or patent rights;
- 2 infringement of copyright arising from or related to software code or software products other than infringement resulting from a theft or **unauthorised access or use** of software code by a person who is not a past, present or future employee, director, officer, partner or independent contractor of the **insured organisation**; or
- 3 use or misappropriation of any ideas, trade secrets or **third party information** (i) by, or on behalf of, the **insured organisation**, or (ii) by any other person or entity if such use or misappropriation is done with the knowledge, consent or acquiescence of a
- 4 member of the **control group**;

Governmental actions

A **claim** brought by or on behalf of any national, local or foreign governmental entity, in such entity's regulatory or official capacity; but this exclusion will not apply to the regulatory defence & penalties insuring agreement;

Other insureds & related enterprises

A **claim** made by or on behalf of:

- 1 any **insured**; but this exclusion will not apply to a **claim** made by an individual that is not a member of the **control group** under the data & network liability insuring agreement, or a **claim** made by an **additional insured**; or
- 2 any business enterprise in which any **insured** has greater than 15% ownership interest or made by any parent company or other entity which owns more than 15% of the **named insured**;

Trading losses, loss of money & discounts

- 1 any trading losses, trading liabilities or change in value of accounts;
- 2 any loss, transfer or theft of monies, securities or tangible property of the **insured** or others in the care, custody or control of the **insured organisation**;
- 3 the monetary value of any transactions or electronic fund transfers by or on behalf of the **insured** which is lost, diminished, or damaged during transfer from, into or between accounts; or
- 4 the value of coupons, price discounts, prizes, awards, or any other valuable consideration given in excess of the total contracted or expected amount.

Media-related exposures

With respect to the media liability insuring agreement:

- 1 any contractual liability or obligation; but this exclusion will not apply to a **claim** for misappropriation of ideas under implied contract;
- 2 the actual or alleged obligation to make licensing fee or royalty payments;
- 3 any costs or expenses incurred or to be incurred by the **insured** or others for the reprinting, reposting, recall, removal or disposal of any **media material** or any other information, content or media, including any media or products containing such **media material**, information, content or media;
- 4 any **claim** brought by or on behalf of any intellectual property licensing bodies or organisations;
- 5 the actual or alleged inaccurate, inadequate or incomplete description of the price of goods, products or services, cost guarantees, cost representations, contract price estimates, or the failure of any goods or services to conform with any represented quality or performance;

- 6 any actual or alleged gambling, contest, lottery, promotional game or other game of chance; or
- 7 any **claim** made by or on behalf of any independent contractor, joint venturer or venture partner arising out of or resulting from disputes over ownership of rights in **media material** or services provided by such independent contractor, joint venturer or venture partner;

First party loss

With respect to the first party loss insuring agreements:

- 1 seizure, nationalisation, confiscation, or destruction of property or data by order of any governmental or public authority;
- 2 costs or expenses incurred by the **insured** to identify or remediate software program errors or vulnerabilities or update, replace, restore, assemble, reproduce, recollect or enhance data or **computer systems** to a level beyond that which existed prior to a **security breach, system failure, dependent security breach, dependent system failure** or **extortion threat**;
- 3 failure or malfunction of satellites or of power, utility, mechanical or telecommunications (including internet) infrastructure or services that are not under the **insured organisation's** direct operational control; or
- 4 fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide, act of god or other physical event.

War and civil war

War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority; provided, that this exclusion will not apply to **cyber terrorism**.

For purposes of this exclusion, "**cyber terrorism**" means the premeditated use of disruptive activities, or threat to use disruptive activities, against any computer system or network with the intention to cause harm, further social, ideological, religious, political or similar objectives, or to intimidate any person(s) or entity(ies) in furtherance of such objectives.

Contamination damage and nuclear

arising out of, based upon or attributable to, directly or indirectly, loss, damage or destruction:

- 1 arising out of, based upon or attributable to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, moulds, spores, organic pathogens, organic chemicals, micro organisms or mycotoxins of any kind; or
- 2 arising out of, based upon or attributable to ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste as a consequence of the combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component; or
- 3 arising out of, based upon or attributable to any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
- 4 arising out of, based upon or attributable to the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; or
- 5 arising out of, based upon or attributable to any chemical, biological, bio-chemical, or electromagnetic weapon.

Professional services

Any act, error or omission, or any breach of contract in rendering or failure to render **professional services**.

For purposes of this exclusion, "**professional services**" means services performed for, or products sold, leased or otherwise provided to, others by or on behalf of the **insured organisation**.

LIMIT OF LIABILITY AND COVERAGE

Limits of liability

The policy aggregate limit of liability listed in the declarations (the "**policy aggregate limit of liability**") is the **insurer's** combined total limit of liability for all **loss**, other than **breach response services**, payable under this policy.

The limit of liability payable under each insuring agreement will be an amount equal to the **policy aggregate limit of liability** unless another amount is listed in the declarations. Such amount is the aggregate amount payable under this policy pursuant

to such insuring agreement and is part of, and not in addition to, the **policy aggregate limit of liability**.

All **dependent business loss** payable under this policy is part of and not in addition to the **business interruption loss** limit listed in the declarations.

The **insurer** will not be obligated to pay any **damages, penalties, pci fines, expenses and costs** or **claims expenses**, or to defend any **claim**, after the **policy aggregate limit of liability** has been exhausted, or after deposit of the **policy aggregate limit of liability** in a court of competent jurisdiction.

Breach response limits

Coverage for **breach response services** under this policy is in addition to the **policy aggregate limit of liability**.

The notified individuals limit listed in the declarations is the maximum total number of individuals to whom notification, call centre and credit or identity monitoring services will be provided (or attempted) for all incidents or series of related incidents giving rise to an obligation to provide **breach response services**.

The legal, forensic & public relations/crisis management limit listed in the declarations is the aggregate limit of coverage for all services and costs covered under parts 1., 2., 3. and 7. of the definition of **breach response services**.

Except as provided in the additional breach response limits clause below, the **insurer** will not be obligated to provide any **breach response services** after the number of individuals to whom services are provided under part 4. of the definition of **breach response services** reaches the notified individuals limit listed in the declarations. If the total number of individuals to be notified under the policy exceeds the notified individuals limit listed in the declarations, the **insured** will be responsible for notifying and providing call centre services and credit or identity monitoring services to such additional individuals in accordance with the processes described in the online information packet.

Additional breach response limits

Notwithstanding the foregoing, if:

- 1 the total number of individuals to whom services described in parts 4., 5. and 6. of the definition of **breach response services** are provided exceeds the amount listed in notified individuals limit listed in the declarations; or
- 2 the monetary value of the services described in parts 1., 2., 3. and 7. of the definition of **breach response services** provided to the **insured organisation**

exceeds the legal, forensic & public relations/crisis management limit listed in the declarations;

this policy will cover the costs, fees and expenses incurred to provide such **breach response services** up to an amount equal to the **policy aggregate limit of liability** (the "**additional breach response limit**").

The **additional breach response limit** is part of, and not in addition to, the **policy aggregate limit of liability** and will be reduced and may be exhausted by payments under either limit. Upon exhaustion of the **additional breach response limit**, there will be no further coverage under this policy for any costs, fees or expenses covered thereunder.

RETENTIONS

In the retention listed in the declarations applies separately to each incident, event or related incidents or events giving rise to a **claim** or **loss**. The retention will be satisfied by monetary payments by the **named insured** of covered **loss** under each insuring agreement. If any **loss** arising out of an incident or **claim** is subject to more than one retention, the retention for each applicable insuring agreement will apply to such **loss**, provided that the sum of such retention amounts will not exceed the largest applicable retention amount.

The retention for **breach response services** listed in the declarations applies separately to each incident, event or related incidents or events, giving rise to legal, forensic and public relations/crisis management services and costs covered under parts 1., 2., 3. and 7. of the definition of **breach response services**. The retention will be satisfied by monetary payments by the **named insured** for such services and costs.

Coverage for **business interruption loss** and **dependent business loss** will apply after the **waiting period** has elapsed and the **insurer** will then indemnify the **named insured** for all **business interruption loss** and **dependent business loss** sustained during the **period of restoration** in excess of the retention.

Satisfaction of the applicable retention is a condition precedent to the payment of any **loss** under this policy, and the **insurer** will be liable only for the amounts in excess of such retention.

OPTIONAL EXTENSION PERIOD

Upon non-renewal or cancellation of this policy for any reason except the non-payment of premium, the **named insured** will have the right to purchase, for additional premium in the amount of the optional extension

premium percentage listed in the declarations of the full policy premium listed in the declarations, an optional extension period for the period of time listed in the declarations. Coverage provided by such optional extension period will only apply to **claims** first made against any **insured** during the optional extension period and reported to the **insurer** during the optional extension period, and arising out of any act, error or omission committed before the end of the **policy period**. In order for the **named insured** to invoke the optional extension period option, the payment of the additional premium for the optional extension period must be paid to the **insurer** within 60 days of the termination of this policy.

The purchase of the optional extension period will in no way increase the **policy aggregate limit of liability** or any sublimit of liability. At the commencement of the optional extension period the entire premium will be deemed earned, and in the event the **named insured** terminates the optional extension period for any reason prior to its natural expiration, the underwriters will not be liable to return any premium paid for the optional extension period.

All notices and premium payments with respect to the optional extension period option will be directed to the **insurer** through entity listed for administrative notice in the declarations.

GENERAL CONDITIONS

Notice of claim or loss

The **insured** must notify the **insurer** of any **claim** as soon as practicable, but in no event later than: (i) 60 days after the end of the **policy period**; or (ii) the end of the optional extension period (if applicable). Notice must be provided through the contacts listed for notice of claim or loss section in the declarations.

With respect to **breach response services**, the **insured** must notify the **insurer** of any actual or reasonably suspected **data breach** or **security breach** as soon as practicable after discovery by the **insured**, but in no event later than 60 days after the end of the **policy period**. Notice must be provided to the **breach response services team** listed in the declarations. Notice of an actual or reasonably suspected **data breach** or **security breach** in conformance with this paragraph will also constitute notice of a circumstance that could reasonably be the basis for a **claim**.

With respect to **cyber extortion loss**, the **named insured** must notify the **insurer** via the email address listed in the notice of claim or loss in the declarations as soon as practicable after discovery of an **extortion threat**

but no later than 60 days after the end of the **policy period**. the **named insured** must obtain the **insurer's** consent prior to incurring **cyber extortion loss**.

With respect to **data recovery costs**, **business interruption loss** and **dependent business loss** the **named insured** must notify the **insurer** through the contacts for notice of claim or loss in the declarations as soon as practicable after discovery of the incident or event giving rise to such loss. The **named insured** will provide the **insurer** a proof of **data recovery costs**, **business interruption loss** and **dependent business loss**, and this policy will cover the reasonable and necessary costs, not to exceed and 50,000, that the **named insured** incurs to contract with a third party to prepare such proof. All loss described in this paragraph must be reported, and all proofs of loss must be provided, to the **insurer** no later than 6 months after the end of the **policy period**.

To the extent permitted by the insurance act 1984 (cth) if the insured does not give notice of any **claim** in accordance with this section, then the **insurer** will have no liability under this policy in respect of that claim.

Notice of circumstance

With respect to any circumstance that could reasonably be the basis for a **claim** (other than a **data breach** or **security breach** noticed under the Breach Response insuring agreement) the **insured** may give written notice of such circumstance to the Underwriters through the contacts listed for Notice of Claim, Loss or Circumstance in the Declarations as soon as practicable during the **policy period**. Such notice must include:

- 1 the specific details of the act, error, omission or event that could reasonably be the basis for a **claim**;
- 2 the injury or damage which may result or has resulted from the circumstance; and
- 3 the facts by which the **insured** first became aware of the act, error, omission or event.

Any subsequent **claim** made against the **insured** arising out of any circumstance reported to Underwriters in conformance with the foregoing will be considered to have been made at the time written notice complying with the above requirements was first given to the Underwriters during the **policy period**.

Defence of claims

Except with respect to coverage under the payment card liabilities & costs insuring agreement, the **insurer** has the right and duty to defend any covered **claim**

or **regulatory proceeding**. Defence counsel will be mutually agreed by the **named insured** and the **insurer** but, in the absence of such agreement, the underwriters' decision will be final.

With respect to the payment card liabilities & costs insuring agreement, coverage will be provided on an indemnity basis and legal counsel will be mutually agreed by the **named insured** and the underwriters and will be selected from one of the firms described in the online information packet.

The **insurer** will pay actual loss of salary and reasonable expenses resulting from the attendance by a corporate officer of the **insured organisation** at any mediation meetings, arbitration proceedings, hearings, depositions, or trials relating to the defence of any **claim**, subject to a maximum of AUD 2,000 per day and AUD 100,000 in the aggregate, which amounts will be part of and not in addition to the **policy aggregate limit of liability**.

Settlement of claims

If the **insured** refuses to consent to any settlement recommended by the **insurer** and acceptable to the claimant, the **insurer's** liability for such **claim** will not exceed:

- 1 the amount for which the **claim** could have been settled, less the remaining retention, plus the **claims expenses** incurred up to the time of such refusal; plus
- 2 sixty percent (60%) of any **claims expenses** incurred after the date such settlement or compromise was recommended to the **insured** plus sixty percent (60%) of any **damages, penalties and pci fines, expenses and costs** above the amount for which the **claim** could have been settled;

and the **insurer** will have the right to withdraw from the further defence of such **claim**.

The **insured** may settle any **claim** where the **damages, penalties, pci fines, expenses and costs** and **claims expenses** do not exceed the retention, provided that the entire **claim** is resolved and the **insured** obtains a full release on behalf of all **insureds** from all claimants.

Assistance and cooperation

The **insurer** will have the right to make any investigation they deem necessary, and the **insured** will cooperate with the **insurer** in all investigations, including investigations regarding coverage under this policy and the information and materials provided to the **insurer** in connection with the underwriting and issuance of this policy. The **insured** will execute or cause to be executed all papers and render all assistance as

is requested by the **insurer**. The **insured** agrees not to take any action which in any way increases the **insurer's** exposure under this policy. Expenses incurred by the **insured** in assisting and cooperating with the **insurer** do not constitute **claims expenses** under the policy.

The **insured** will not admit liability, make any payment, assume any obligations, incur any expense, enter into any settlement, stipulate to any judgment or award or dispose of any **claim** without the written consent of the **insurer**, except as specifically provided in the settlement of claims clause above. compliance with a **breach notice law** will not be considered an admission of liability.

Subrogation

If any payment is made under this policy and there is available to the underwriters any of the **insured's** rights of recovery against any other party, then the underwriters will maintain all such rights of recovery. the **insured** 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 the **insured** has waived its 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 the underwriters waive their rights to subrogation against such third party. Any recoveries will be applied first to subrogation expenses, second to **loss** paid by the underwriters, and lastly to the retention. Any additional amounts recovered will be paid to the **named insured**.

Other insurance

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

Change of law, unavailability of breach response services

If there is a change of law, regulation or enforcement that prevents the underwriters or its providers from providing all or part of the **breach response services**, or if a provider is unable to or does not provide **breach response services**, the **insurer** will make reasonable efforts to procure similar services from other sources. in such event, the maximum the **insurer** will pay for the costs of procuring and providing all **breach response services**, including substitute products and services, will be no more than GBP 10,000,000 in the aggregate for the **policy period**, which amount will be in addition to the **policy aggregate limit of liability**. If it is not reasonably possible for the **insurer** to procure substitute products

or services, the **insurer** will not be obligated to provide such services.

Entire agreement

By acceptance of the policy, all **insureds** agree that this policy embodies all agreements between the **insurer** and the **insured** relating to this policy. 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 policy or stop the **insurer** from asserting any right under the terms of this policy; nor will the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy signed by the **insurer**.

Mergers or consolidations

If during the **policy period** the **named insured** consolidates or merges with or is acquired by another entity, or sells more than 50% of its assets to another entity, then this policy will continue to remain in effect through the end of the **policy period**, but only with respect to events, acts or incidents that occur prior to such consolidation, merger or acquisition. There will be no coverage provided by this policy for any other **claim** or **loss** unless the **named insured** provides written notice to the **insurer** prior to such consolidation, merger or acquisition, the **named insured** has agreed to any additional premium and terms of coverage required by the **insurer** and the **insurer** has issued an endorsement extending coverage under this policy.

Assignment

The interest hereunder of any **insured** is not assignable. If the **insured** dies or is adjudged incompetent, such insurance will cover the **insured's** legal representative as if such representative were the **insured**, in accordance with the terms and conditions of this policy.

Cancellation

This policy may be canceled by the **named insured** by giving written notice to the **insurer** through the entity listed for administrative notice in the declarations stating when the cancellation will be effective.

This policy may be canceled by the **insurer** in accordance with the insurance contracts act 1984 (cth).

If this policy is canceled in accordance with the paragraphs above, the earned premium will be computed pro rata; but the premium will be deemed fully earned if any **claim**, or any circumstance that could reasonably be the basis for a **claim** or **loss**, is reported to the **insurer** on or before the date of cancellation. Payment or tender of unearned premium

is not a condition of cancellation.

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 policy 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 policy.

Named insured as agent

The **named insured** will be considered the agent of all **insureds**, and will act on behalf of all **insureds** with respect to the giving of or receipt of all notices pertaining to this policy, and the acceptance of any endorsements to this policy. The **named insured** is responsible for the payment of all premiums and retentions and for receiving any return premiums.

Choice of law and jurisdiction

This policy will be governed by and construed in accordance with the laws of the Commonwealth of Australia.

In the event of any dispute arising under this policy including, but not limited to, its construction and/or validity and/or performance and/or interpretation, the **insured** will submit to the exclusive jurisdiction of any competent court in the Commonwealth of Australia.

Any summons, notice or process to be served upon the **insurer** may be served upon:

Lloyd's Underwriters' General Representative
in Australia
Level 9, 1 O'Connell Street
Sydney, NSW 2000
Australia

who has authority to accept service and to appear on the behalf of the **insurer**.

Jurisdictional limits

This policy will only apply to **claims** brought within the jurisdictional limits stated in the schedule.

Complaints

General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code Of Practice ("the code"), which is a voluntary self-regulatory code. The code aims to raise the standards of practice and service in the insurance industry.

Lloyd's has adopted the code on terms agreed with the Insurance Council of Australia. For further information on the code, please visit www.codeofpractice.com.au.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the code. For more information on the Code Governance Committee (CGC) go to www.insurancecode.org.au

If you have any concerns or wish to make a complaint in relation to this policy, our services or your insurance claim, please let us know and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure. Please contact Delta Insurance Australia Pty Ltd in the first instance:

Managing Director

Delta Insurance Australia Pty Ltd

Email: complaints@deltainsurance.com.au

Telephone: 07 3017 4720

Post: GPO BOX 1832

Brisbane QLD 4001

We will acknowledge receipt of your complaint and do our utmost to resolve the complaint to your satisfaction within 10 business days.

If we cannot resolve your complaint to your satisfaction, we will escalate your matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team.

Lloyd's contact details are:

Lloyd's Australia Limited

Email: ldraustralia@lloyds.com

Telephone: (02) 8298 0783

Post: Suite 1603 Level 16, 1 Macquarie Place,
Sydney NSW 2000

A final decision will be provided to you within 30 calendar days of the date on which you first made the complaint unless certain exceptions apply.

You may refer your complaint to the Australian Financial Complaints Authority (AFCA), if your complaint is not resolved to your satisfaction within 30 calendar days of the date on which you first made the complaint or at any time. AFCA can be contacted as follows:

Telephone: 1800 931 678

Email: info@afca.org.au

Post: GPO Box 3 Melbourne VIC 3001

Website: www.afca.org.au

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If your complaint is not eligible for consideration by AFCA, you may be referred to the Financial Ombudsman Service (UK) or you can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to you.

Sanction Limitation

No (re)insurer shall be deemed to provide cover and no (re)insurer shall 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 that (re)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 United States of America or Australia.

Several liability

The liability of the **insurer** under this policy is several and not joint with other insurers who may be a party to this policy. Any insurer is liable only for the proportion of liability it has underwritten. The **insurer** and any insurers are not jointly liable for the proportion of liability underwritten by any other insurer; nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this policy.

The proportion of liability under this policy underwritten by any insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion; nor is any member otherwise responsible for any liability of any insurer that may underwrite this policy. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in

this clause to this policy in the singular, where the circumstances so require this should be read as a reference to Policies in the plural.

Goods and services tax

When the **insurer** makes a payment under this policy for the acquisition of goods, services or other supply, the Underwriters will reduce the amount of the payment by the amount of any input tax credit that the **insured** is, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999, in relation to that acquisition, whether or not that acquisition is actually made.

When the **insurer** makes a payment under this policy as compensation instead of payment for the acquisition of goods, services or other supply, the **insurer** will reduce the amount of the payment by the amount of any input tax credit that the **insured** is, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 had the payment been applied to acquire such goods, services or supply.

Where and to the extent that the Underwriter is entitled to claim an input tax credit for a payment made under the policy, then any monetary limit in the policy applying to the **insurer's** obligation to make such a payment, shall be net of the entitlement to the input tax credit.

Where and to the extent that the **insured** is entitled to claim an input tax credit for a payment required to be made by the **insured** as a retention, then the amount of the retention shall be net of the **insured's** entitlement to the input tax credit.



**Embrace
Change.**

Delta Insurance Australia
contactus@deltainsurance.com.au
(07) 3017 4720
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