DUAL

Cyber Insurance

DUAL Australia

Cyber Insurance Policy Wording

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Important Notices

You should read the entire **policy** carefully, including all definitions and, in particular, the exclusions to ensure that it meets your requirements. **We** recommend that you consult an insurance agent or broker to ensure a clear understanding of your rights and obligations under the **policy.**

Claims Made and Notified and Covered Events Discovered Policy

This is partly a claims made and notified policy and partly a discovery policy. **We** shall only cover you for:

- **claims** made against you during the **insurance period** and notified to us as soon as practicable during the **insurance period**; or
- **covered events** first discovered and notified to us as soon as practicable during the **insurance period.**

If your **policy** does not have a continuity of cover provision or provide retrospective cover then your **policy** may not provide insurance cover in relation to events that occurred before the **policy** was entered into.

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, that 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:

a. reduces the risk **we** insure you for;

b. is common knowledge;

c. **we** know or should know as an insurance company; or

d. **we** waive your duty to tell **us** about.

If you do not tell us something

If you do not tell **us** something you are required to, **we** may cancel your **policy** or reduce the amount **we** shall indemnify 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 **policy** as if it never existed.

Notification of Facts that may give rise to a Claim

Section 40(3) of the *Insurance Contracts Act 1984* (Cth) provides that if you give notice in writing to **us** of facts that may give rise to a **claim** against you as soon as reasonably practicable after you became aware of such facts but before the **policy** expires, then **we** will continue to be liable under the **policy** for that claim, if made.

Privacy Statement

We are committed to compliance with *"Privacy Act 1988"* (Cth) ("the Privacy Act.") **We** use your personal information to assess the risk of and provide insurance, assess and manage claims, to perform administrative functions and to comply with regulatory requirements. **We** may also use your contact details to send you information and offers about products and services that **we** believe will be of interest to you.

If you do not consent to provide **us** with the information which **we** request, **we** may not be able to provide insurance or assess a claim. If you provide **us** with information about someone else, you must obtain their consent to do so.

We provide your information to the insurer **we** represent when **we** issue and administer your insurance. When providing a quotation or insurance terms, **we** will tell you if the insurer is overseas and if so, where they are. **We** are part of the Howden Group and may provide your information to UK Based Group entities who provide **us** with business support services. **We** may also provide your information to your broker and our contracted third party service providers (e.g. claims management companies) but will take all reasonable steps to ensure that they comply with the Privacy Act.

We understand that this information is often sensitive, and **we** shall treat it with the utmost care. **Our** Privacy Policy contains information about how you can access the information **we** hold about you, ask **us** to correct, or make a privacy related complaint. You can obtain a copy from **our** Privacy Officer by:

telephone (+61 (0) 2 9248 6300)

email (privacy@dualaustralia.com.au)

or by visiting our website (dualinsurance.com).

By providing **us** with your personal information, you consent to its collection and use as outlined above and in **our** Privacy Policy.

General Insurance Code of Practice

We are compliant with the Insurance Council of Australia General Insurance Code of Practice.

The Insurance Council of Australia 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

Complaints and Disputes

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 **us** in the first instance:

General Counsel Team

DUAL Australia Pty Limited

Email: complaints@dualaustralia.com.au

Telephone: 02 9248 6300

Level 29, Angel Place, 123 Pitt Street

Sydney NSW 2000

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: idraustralia@lloyds.com

Telephone: (02) 8298 0783

Suite 1603/1 Macquarie Pl,
Sydney NSW 2000
Australia

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:

Australian Financial Complaints Authority Limited

GPO Box 3
Melbourne VIC 3001
Australia

Telephone Number: 1800 931 678

Facsimile Number: (03) 9613 6399

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.

Service of Suit and Legal Notices

The Underwriters accepting this Insurance agree that:

i. if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;

ii. any summons notice or process to be served upon the Underwriters may be served upon:

Lloyd's Underwriters' General Representative in Australia

Suite 1603/1 Macquarie Pl,
Sydney NSW 2000
Australia

Telephone Number: (02) 8298 0700

Facsimile Number: (02) 8298 0788

Who has authority to accept service on the Underwriters' behalf;

iii. If a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

Notification of Claims

In the event of a claim arising under this insurance, immediate notice should be given to:

Atmos

dualresponse@atmosgroup.com.au or

Australia: +61 1800 33 DUAL (1800 333 825)

Please refer to the Claims Conditions section of this **policy** for further details regarding the notification of claims or loss subject to this Insurance.

About DUAL Australia Pty Ltd

DUAL Australia Pty Limited ABN 16 107 553 257 AFSL 280193 (**We/Us/Our**) is a Coverholder for certain Underwriters at Lloyd's of London. DUAL has the authority to bind this **policy** on behalf of Underwriters.

Section 1: Preamble

We will provide the cover described in this **policy**, subject to its terms and conditions, for the **insurance period**.

The cover under this **policy** commences upon the payment of the premium unless otherwise agreed in writing.

Except as otherwise provided herein, this **policy** only covers:

a. **covered events** first **discovered** and reported to **us** during the **insurance period**; and

b. **claims** first made or commenced against an **insured** and reported to **us** during the **insurance period**, resulting from **covered events** which first occurred after the **retroactive date**.

Section 2: Insuring Clauses

2.1 Response Costs

We agree to pay to or on behalf of an **insured** all reasonable **response costs** necessarily incurred by the **insured** resulting from a **cyber event**, **data breach event** or **media liability event**.

2.2 Liability

We agree to pay to or on behalf of an **insured** all **loss** arising from any **claim** resulting from a **cyber event**, **data breach event** or **media liability event**.

2.3 Business Interruption - Loss and Mitigation Costs

We agree to pay to or on behalf of an **insured** all **business interruption loss** that is a direct result of a **system outage** which is caused by a **cyber event**.

Section 3: Automatic Extensions

These Automatic Extensions to coverage apply automatically and are subject to the insuring clauses and all other terms and conditions of this **policy**.

A sub-limit of indemnity may apply to an Automatic Extension. All applicable sub-limits are specified in the **schedule**. The sub-limit is the maximum amount payable by **us** under an Automatic Extension. A sub-limit is part of and not in addition to the **indemnity limit.**

A **deductible** may apply to an Automatic Extension. All applicable **deductibles** are specified in the **schedule**. The **deductible** is inclusive of **defence costs**, unless otherwise specified in the **schedule**.

3.1 Advancement of Defence Costs

We agree to pay for **defence costs** in respect of any **claim** covered by this **policy** as and when they are incurred prior to final resolution of the **claim**.

The maximum amount of **defence costs we** will advance is the amount of any applicable sub-limit or the **indemnity limit**. Upon exhaustion of the applicable sub-limit or the **indemnity limit our** obligation to advance **defence costs** will cease.

However, any **defence costs** that are paid will be repayable to **us** by the **insured** in the event and to the extent that it is subsequently determined that the **insured** was not entitled to the payment of the **defence costs** under this **policy**.

3.2 Business Interruption – Human or System Error

We agree to pay to or on behalf of an **insured business interruption loss** incurred by the **insured** as a direct result of a **system outage** which first occurs during the **insurance period** and is caused by a **system or human error.**

3.3 Business Interruption – Reputational Damage

We agree to pay to or on behalf of an **insured business interruption loss** that is a direct result of and occurs during the 365 days following an **adverse publicity event** which first occurs during the **insurance period**.

For the purposes of this **policy**, **adverse publicity event** means the initial public dissemination in the media of any reports, articles or commentary on an actual or alleged **cyber event** or **data breach event** which damages the **insured's** brand, reputation, or customer trust.

3.4 Botnetting, Phreaking and Cryptojacking Expenses

We agree to pay to or on behalf of an **insured** the increased costs of utilities (including electricity, telephone call or usage charges, and bandwidth) resulting from **botnetting**, **phreaking**, or **cryptojacking**.

For the purposes of this **policy**, **cryptojacking** means the **unauthorised** use of the **insured's systems** by a third party for the sole purpose of cryptocurrency mining activities.

3.5 Continuous Cover

Notwithstanding Exclusion 5.19 (Prior Known Facts) **we** agree to provide cover in respect of any **claim** otherwise covered by this **policy** made against the **insured** during the **insurance period** where the **insured**:

a. first became aware, prior to the **insurance period**, that a **claim** might or could arise from facts or circumstances known to it; and

b. had not notified **us** of such facts or circumstances prior to the **insurance period**,

provided that:

i. **we** were the cyber liability and privacy protection insurer of the **policyholder** when the **insured** first became aware of such facts or circumstances and have continued, without interruption, to be the **policyholder's** cyber liability and privacy protection insurer until this **policy** came into effect;

ii. there has not been any fraudulent non-disclosure or fraudulent misrepresentation by an **insured** in respect of such facts or circumstances;

iii. if the fact or circumstance had been notified under the previous policy, the **insured** would have been entitled to indemnity under the previous policy;

iv. if **we** had been notified of the facts or circumstances when the **insured** first became aware of such facts, the **insured** would have been indemnified under the policy in force at that time, however is now not entitled to be indemnified by that policy, and the **insured** would, but for Exclusion 5.19 (Prior Known Facts) otherwise be indemnified by this **policy**;

v. **we** have the discretion to apply either the terms and conditions of the policy on foot when the **insured** first became aware of the facts and circumstances, including the indemnity limit and deductible, or the terms and conditions of this **policy**; and

vi. the **insured** all agree only to make a **claim** under one cyber liability and privacy protection policy issued by **us**.

For the purpose of this Automatic Extension only, the definition of **we/us/our** in clause 6.57 of this **policy** also includes the Underwriter(s) for which **we** were the agent on any previous policy issued by **us** as such underwriter's agent to the **insured**. Subject to the terms of this Automatic Extension and the terms of this **policy**, the intention of this Automatic Extension is to provide continuous cover notwithstanding any change in the identity of the underwriters for which **we** presently act, or have previously acted, as agent.

3.6 Court Attendance Costs

We agree to pay to or on behalf of an **insured** any reasonable attendance costs of any **officer** or employee of the **insured** who is legally compelled to, and does, attend court or any other proceeding as a witness or defendant in a **claim** or **regulatory investigation** covered by this **policy**, to an amount of $500 per day.

3.7 Cyber Extortion

We agree to:

a. pay to or on behalf of the **insured** all **cyber extortion costs**;

b. indemnify the **insured** for all monies paid by the **insured** with **our** prior written consent and which payment is legally permitted in satisfaction of a **cyber extortion demand**.

For the purposes of this Automatic Extension:

cyber extortion costs means:

i. all reasonable fees, costs and expenses necessarily incurred by the **insured** in engaging an **approved provider** to provide advice, guidance and crisis management services on whether and how to respond to a **cyber extortion demand**; and

ii. the reasonable and necessary costs of enhanced physical security measures that are recommended or approved by an **approved provider** and implemented primarily as a result of a **cyber extortion demand** or a **related physical extortion threat** arising out of or connected to the same **cyber extortion demand**, including but not limited to:

   (A) additional security personnel;

   (B) temporary relocation or secure accommodation for threatened individuals, for a reasonable period not exceeding the duration of the **related physical extortion threat**; and

   (C) installation of monitoring equipment recommended by an **approved provider**.

related physical extortion threat means a threat of bodily harm, property damage or other physical violence directed at the **insured**, its employees, directors, officers or their **family members**, made in connection with or in furtherance of a **cyber extortion demand**.

The maximum amount payable under sub-section b (ii) of Automatic Extension 3.7 (Cyber Extortion) in relation to costs associated with a **related physical extortion threat** shall not exceed 25% of the applicable **indemnity limit**, and forms part of, and is not in addition to the **indemnity limit**.

3.8 Discovery Period

An **insured** may give **us** written notice of any:

a. **covered event** first **discovered** during the **insurance period**; or

b. **claim** first made against an **insured** during the **insurance period**,

during a **discovery period** immediately following the **insurance period** of:

c. 60 days granted automatically with no additional premium payable, unless an **insured** has made any claims for indemnity against this **policy** during the **insurance period**;

d. 12 months, if the **policyholder** requests such period in writing within 30 days after the end of the **insurance period** and tenders an additional premium of 100% of the expiring annual premium, commencing immediately after the end of the **insurance period**, such premium is payable within 30 days of the receipt by **us** of such written request; or

e. 36 months, if a **transaction** takes place and the **policyholder** requests such period in writing within 30 days following the end of the **insurance period**, on such terms and conditions, if any, and for such additional premium as **we** may reasonably require.

This Automatic Extension is not available if this **policy** is:

f. renewed or replaced with any similar or like cyber liability and privacy protection insurance; or

g. cancelled or avoided.

Any **discovery period** purchased under this Automatic Extension is non-cancellable and the premium paid for the **discovery period** is fully earned by **us** and is non-refundable.

3.9 Emergency Costs

If **our** written consent cannot reasonably be obtained before **defence costs** are incurred by an **insured**, **we** will pay those **defence costs** if the **insured** obtains **our** consent within thirty (30) days of the date that the first of those **defence costs** were incurred.

If **we** subsequently determine that there is no entitlement under this **policy** for any **defence costs** that **we** have paid under this Clause, the **insured** must repay those amounts to **us** immediately.

3.10 Enforceable Undertaking Expenses

We agree to pay to or on behalf of the **insured** any **enforceable undertaking expenses** incurred by the **insured** as a direct result of a **regulatory investigation** commenced during the **insurance period**.

3.11 Identity Protection Costs

We agree to pay to or on behalf of an **insured** all reasonable fees, costs and expenses incurred by the **insured**, with **our** prior written consent, to engage an **approved provider** to provide services to protect against identity theft or credit fraud, including monitoring services and identity theft insurance, to **affected individuals** for a period of twelve (12) months, or such longer period as required by applicable law, as a direct result of a **data breach event**

3.12 Legal Representation Costs

We agree to pay to or on behalf of an **insured** all reasonable fees, costs and expenses incurred by the **insured** to engage an **approved provider** to provide legal advice and representation, as reasonably necessary to protect the **insured's** interests (including to prepare for, respond to, and produce documents to a **regulatory investigation**) in relation to a **cyber event**, **data breach event** or **media liability event**.

3.13 Newly Created or Acquired Subsidiary

We agree to provide coverage to any **subsidiary** acquired or created by the **policyholder** during the **insurance period** for a period of up to sixty (60) days (but never beyond the expiry date of the **insurance period**) from the date of such acquisition or creation where the subsidiary acquired satisfies the following criteria:

a. total gross assets which are less than 25% of the total gross assets of the **policyholder**; or

b. gross annual turnover of less than 25% of the total gross annual turnover of the **policyholder**; and

c. total gross annual turnover that is less than 10% of the total gross annual turnover of the **policyholder** in the United States of America or Canada.

We will agree to provide further coverage beyond a period of 60 days (but never beyond the expiry date of the **insurance period**) provided that the **subsidiary** acquired has provided evidence to meet our minimum requirements in respect of cyber security practices.

Where the provisions at a., b. or c. above have not been met by the **subsidiary** acquired or created, **we** may, at our discretion, agree to provide further coverage for that **subsidiary** if:

a. the **policyholder** has notified **us** of the acquisition or creation of the **subsidiary** and has provided all information requested by **us**; and

b. any terms imposed by **us**, including the charging of any additional premium considered appropriate, have been agreed by the **policyholder**.

3.14 Notification Costs

We agree to pay to or on behalf of an **insured** all reasonable fees, costs and expenses necessarily incurred by the **insured** to engage an **approved provider** to:

a. notify any government authority, **affected individual** or other person or entity of a **cyber event**, **data breach event** or **media liability event**;

b. facilitate inbound communications from **affected individuals** or other persons or entities (including arranging for a call centre to receive telephone calls) in relation to a **cyber event**, **data breach event** or **media liability event**; and

c. place any public notice about, or make any public announcement or disclosure about, or public apology for, a **cyber event**, **data breach event** or **media liability event**,

whether or not such measures are required by law.

3.15 Payment Card Breach Event

We agree to pay to or on behalf of an **insured** all fines, penalties and other amounts which the **insured** is legally obliged to pay to the **insured's** acquiring bank or payment processor as a direct result of a **payment card breach event**.

3.16 Post-event Consulting Costs

We agree to pay to or on behalf of an **insured** all reasonable fees, costs and expenses incurred by the **insured** following a **cyber event**, **data breach event**, or **media liability event** to engage an **approved provider** to:

a. conduct an information security risk assessment;

b. conduct an information security gap analysis;

c. prepare information security policies and procedures; and/or

d. conduct information security training for the **insured's** employees, as reasonably necessary to mitigate the risk of a future **cyber event**, **data breach event** or **media liability event**.

3.17 Public Relations Costs

We agree to pay to or on behalf of an **insured** all reasonable fees, costs and expenses incurred by the **insured** to engage an **approved provider** to provide advice and support as reasonably necessary to protect, or mitigate any damage to, the **insured's** reputation from a **cyber event**, **data breach event** or **media liability event**.

3.18 Restoration Costs

We agree to pay to or on behalf of an **insured** all reasonable fees, costs and expenses necessarily incurred by the **insured** to engage an **approved provider** to restore, repair and/or replace **data** and software that have been lost, corrupted or damaged as a result of a **cyber event** or **data breach event**, including the cost of purchasing replacement licenses for software where necessary.

3.19 Hardware Repair or Replacement

In circumstances where **we** consider that it is the most appropriate and economical solution, **we** agree to pay to or on behalf of an **insured** all reasonable fees, costs and expenses necessarily incurred by the **insured** with **our** prior written consent (not to be unreasonably withheld) to engage an **approved provider** to repair and/or replace hardware that forms part of the **insureds systems** that has been damaged, rendered inoperative or affected by a loss of firmware integrity as a direct result of a **cyber event** or **data breach event**.

3.20 Betterment

Notwithstanding Exclusion 5.5 (Betterment), **we** agree to reimburse the **insured** for additional costs incurred, as a direct result of a **covered event**, for betterment, upgrade or improvement to the **insured's systems** over and above the state of an **insured's systems** that existed immediately prior to the **covered event**, where such costs:

a. do not exceed by more than 25% of the cost that would have been incurred to repair or replace the original model or licence; and

b. are necessary to restore the functionality of the **insured's systems** to a level no greater than is reasonably required to address the specific **covered event**; and

c. are consented to by the **incident response manager** as a necessary and reasonable direct response to a **covered event** first discovered by the **insured** during the **insurance period**.

We will not make any payment under this Automatic Extension:

a. for the cost of acquiring or installing hardware, software, firmware or other computer or network component, including those provided by a service provider, which did not form a part of the **insured's systems** immediately prior to the relevant **covered event**; or

b. for any upgrade or improvement that exceeds the parameters of what is necessary to restore functionality in response to the specific **covered event**, including any enhancement, expansion of capability, or additional features beyond those that existed immediately prior to the **covered event**.

3.21 Directors and Officers

Notwithstanding Exclusion 5.9 (Directors and Officers), **we** agree to pay **defence costs** on behalf of an **officer** resulting from a **claim** made against them directly arising out of a **cyber event** or **data breach event**.

We will not make any payment under this Automatic Extension where the **officer** is indemnified under another insurance policy, except to the extent that the amount of any liability exceeds that payable under the other insurance policy.

Additionally, **we** will not make any payment under this Automatic Extension arising from or alleged to be related to or arising from any shareholder demand or shareholder derivative lawsuit complaining of a breach of duties by any of the **insured's officers**.

3.22 Business Interruption – Preventative Shutdown

We agree to pay to or on behalf of an **insured preventative shutdown costs** incurred by the **insured** as a direct result of a **preventative shutdown**, during the period commencing 12 hours after the **insured** initiates a **preventative shutdown** and ending at the earlier of:

a. the safe resumption of operations of the **insured's** IT infrastructure; or

b. the maximum system outage period listed in the **schedule**, calculated from the date on which the **preventative shutdown** first occurred. The **system outage period** will not be limited by the expiration of the **insurance period.**

No **deductible** is applied under this Extension.

The following definitions are added to the **policy**:

Preventative shutdown means the reasonable, necessary and intentional shut down of the **insured's** IT infrastructure which first occurs during the **insurance period**, in response to an actual or reasonably suspected **cyber event** in the **insured's** business, or a credible threat to the **insured's** IT infrastructure following:

a. specific and direct instructions from the **insured's** financial institution, law enforcement or the Australian Signals Directorate or similar agency of the government; or

b. a **cyber extortion demand**, a denial of service attack or other threatened **cyber event** or **data breach event** against the **insured's** business,

where such shutdown is judged to be reasonable and necessary by the policyholder's Chief Information Security Officer ("CISO"), or functional equivalent in order to mitigate the effect of the **cyber event**, or threat, or avoid otherwise larger claims under this **policy**.

This does not include shutdown due to routine maintenance, patching or updating of software, use of software that is past its end-of-life and no longer supported or for any reason other than mitigation of threat to the **insured's** IT infrastructure.

Preventative shutdown costs means:

a. the amount that the revenue the **insured** earns during the **preventative shutdown** that falls short of the revenue the **insured** would have ordinarily earned directly as a result of the **preventative shutdown**, less any consequent savings, and

b. the net increased costs incurred to avoid a reduction in revenue directly as a result of a **preventative shutdown** provided the amount of increased cost paid is less than **we** would have paid for a reduction in standard revenue in a. above. Net increased costs do not include the **insured's** ongoing normal operating expenses, salaries or overhead expenses, and

c. reasonable and necessary costs **we** agree to for an independent security audit to assess the threat to the **insureds** IT infrastructure.

Preventative shutdown costs does not include response costs or impact to business costs. **Preventative shutdown costs** does not include the cost for the **insured** to implement critical security audit recommendations or other measures as required to mitigate the threat.

3.23 Criminal Reward

We agree to reimburse the **insured** for any **criminal reward costs** necessarily incurred with **our** prior written consent in respect of information not otherwise available which directly results in the arrest and conviction of any person or organisation who is committing or has committed any illegal act directly relating to a **covered event**, provided that no payment shall be made to:

a. any external or internal auditor of the **insured**; or

b. any individual or organisation who manages or supervises any person referred to in a. above.

For the purposes of this Automatic Extension, **criminal reward costs** means reasonable sums paid or payable by the **insured** for the purposes described in this Automatic Extension 3.23, provided that such sums do not exceed what a prudent **insured**, acting without the benefit of insurance, would agree to pay in comparable circumstances.

3.24 Claims Preparation Costs

We agree to pay to or on behalf of an **insured** all reasonable fees, costs and expenses necessarily incurred by the **insured**, with **our** prior written consent, to engage a suitably qualified third party (other than an **approved provider**) to assist with the verification, preparation and substantiation of a **business interruption loss** or **contingent business interruption loss** covered under this **policy**.

Notwithstanding Claims Condition 7.4 (Approved Providers), **we** will indemnify such costs under this Extension, provided that the third party has been approved by **us** in writing prior to engagement.

No **deductible** shall apply to this Extension.

Section 4: Optional Extensions

The Optional Extensions only apply if indicated in the **schedule** and are subject to the insuring clauses and all other **policy** terms and conditions.

A sub-limit of indemnity may apply to an Optional Extension. All applicable sub-limits are specified in the **schedule**. The sub-limit is the maximum amount payable by us under an Optional Extension. A sub-limit is part of and not in addition to the **indemnity limit**.

A **deductible** may apply to an Optional Extension. All applicable **deductibles** are specified in the **schedule**. The **deductible** is inclusive of **defence costs**, unless otherwise specified in the **schedule**.

4.1 Non-IT Contingent Business Interruption

We agree to pay to or on behalf of an **insured** all **contingent business interruption loss** that is a result of an interruption to an **insured's** business operations directly arising from a **system outage** of an **external system**

which is caused by a **contingent business interruption event** first **discovered** during the **insurance period**.

4.2 Social Engineering and Cyber Fraud

We agree to pay to or on behalf of an **insured** all:

a. **business interruption loss** (as defined in sub-clause c. of the **business interruption loss** definition for the purpose of this Optional Extension only) as a direct result of a **cyber fraud event**;

b. **direct financial loss** sustained by the **insured** as a direct result of a **cyber fraud event**;

c. **loss** and **defence costs** resulting from any **claim** arising from a **cyber fraud event**;

d. **push-payment fraud expenses**;

e. **direct financial loss** sustained by the **insured** as a direct result of **corporate identity theft**;

f. **direct financial loss** sustained by the **insured** as a direct result of **physical goods fraud**.

For the purposes of this **policy**:

corporate identity theft means a third party fraudulently using the **insured's** electronic identity to:

a. establish credit in their name;

b. sign a contract electronically;

c. design a website to impersonate the **insured**;

d. cause a third party to rely on a fraudulent version of the **insured's** digital identity.

physical goods fraud means a **cyber fraud event** that results in the **insured** sending the company's tangible property or goods to an unintended third party. If **we** make any payment under clause 4.2 (f) **we** will do so on a cost price basis, whereby any payment we make will be based on the original purchase price or cost of production of the **insured's** tangible property and does not include the **insured's** loss of profit.

However, **we** will not make any payment under this Optional Extension for **loss** as a result of a legitimate customer not paying or refusing to pay for tangible property or goods that the **insured** has sent to them.

4.3 Any One Claim

This Optional Extension overrides any part of this **policy** that conflicts with the below. It is agreed that this **policy** is amended as follows:

1. The **indemnity limit** and **deductible** items of the **schedule** are deleted in their entirety and replaced with the following:

   ### Indemnity Limit

   The **indemnity limit** sum as specified in the **schedule** applies per **any one claim** inclusive of any and all **covered amounts** arising from or attributable to that **any one claim**.

   ### Deductible

   The **deductible** sum as specified in the **schedule** applies per a**ny one claim**, which is inclusive of all **covered amounts** and is payable by the **policyholder** before any amount will be paid by **us**.

2. The following definitions are added to Section 6 (Definitions):

   Any one claim means any and all **claims**, **covered events** and **covered amounts** directly or indirectly arising out of or in any way connected with the same **originating cause or event**, which shall be treated as a single claim for the purposes of the **indemnity limit** and **deductible** under this **policy**.

   Originating cause or event means any act, cause, circumstance, event, fact, situation, or series of related acts, causes, circumstances, events, facts, or situations, from which one or more **claims**, **covered events**, or **covered amounts** directly or indirectly arise or to which they are in any way connected.

3. General Condition 8.11 (Indemnity Limit) of the **policy** is deleted in its entirety and replaced by the following:

8.11 Indemnity Limit

a. The **indemnity limit** specified in this Extension is the maximum amount **we** will pay any and all **covered amounts** in respect of **any one claim** arising under this **policy**. For the avoidance of doubt, the **indemnity limit** is not an aggregate limit across all **claims** and **covered events** during the **insurance period**.

b. The i**ndemnity limit** applies to **any one claim** irrespective of the number of claimants, the number of **insureds** involved, or the number of **claims**, **covered events** or **covered amounts** making up the **any one claim**.

c. The sub-limits specified in the **schedule** for each applicable Automatic Extension, Optional Extension, or other extension of cover shall apply per **any one claim**. **We** will have no liability in excess of the applicable sub-limit in respect of **any one claim** for the applicable extension of cover, irrespective of the number of Insuring Clauses, Automatic Extensions, Optional Extensions or other **policy** sections which respond to a **covered event** or **claim** forming part of that **any one claim**. Where a sub-limit and the **indemnity limit** are both applicable, the sub-limit is part of and not in addition to the **indemnity limit** applicable to that **any one claim**, and **we** will apply the higher of the applicable sub-limit or **indemnity limit**.

d. For the avoidance of doubt, where a **covered event** gives rise to **covered amounts** but no **claim** is made against the **insured**, such **covered event** constitutes an **any one claim** in accordance with the definition in this endorsement, and the **indemnity limit** and **deductible** apply accordingly.

4. General Condition 8.13 (Related Claims) of the **policy** is deleted in its entirety and replaced by the following:

8.13 Related Claims

a. All **claims**, **covered events** and **covered amounts** that constitute an **any one claim** will be deemed to have been reported at the date on which the first such **claim** or **covered event** was notified to **us**.

b. Any **claims**, **covered events** or **covered amounts** under all applicable sections of this **policy** triggering more than one Insuring Clause, Automatic Extension or Optional Extension (or where applicable other coverage added by endorsement) will be deemed to be an **any one claim**, and only one **deductible** shall apply, except in respect of a **business interruption loss** where one **waiting period** shall apply. Where two or more **deductibles** of differing values are applicable, the highest **deductible** shall apply.

5. For the avoidance of doubt:

a. Condition 7.9 (Order of Payments) is amended by replacing the words "in the aggregate exceeds the remaining available **indemnity limit**" with "in respect of **any one claim** exceeds the **indemnity limit** applicable to that **any one claim**".

b. where a **claim** or **covered event** is covered under Automatic Extension 3.5 (Continuous Cover) and the previous policy applied on an aggregate basis, the **indemnity limit** and **deductible** applicable to such **claim** or **covered event** shall be determined in accordance with clause 3.5(v) of the **policy**.

Section 5: Exclusions

We will not make any payment under this **policy** in respect of:

5.1 Anti-competitive Conduct

any contravention of any competition or anti-trust law by an **insured**.

5.2 Anti-spam Laws

any contravention of any law prohibiting the sending of unsolicited electronic communications by an **insured**.

5.3 Associates

any **claim** by, on behalf of, or for the benefit of:

a. any **insured**; or

b. any **family member**, unless the **family member** is acting without any prior direct or indirect solicitation or co-operation from the **insured**,

irrespective of the capacity in which the **claim** is brought by the **insured** or the **family member**.

5.4 Assumed Liability

any obligation assumed by an **insured** under any agreement.

This Exclusion does not apply to:

a. Automatic Extension 3.15 (Payment Card Breach Event);

b. any liability which is, or would have been, implied by law in such agreement or would have arisen separately from it; or

c. any obligation of confidentiality assumed by the **insured** under any agreement.

5.5 Betterment

any betterment, upgrade or improvement to the **insured's systems** which was not part of the **insured's systems** immediately prior to a **covered event**.

This Exclusion shall not apply to the extent that Automatic Extension 3.19 (Hardware Repair or Replacement Costs), or Automatic Extension 3.20 (Betterment) applies.

5.6 Bodily Injury

the death of, or bodily injury or illness to, any person. However, this Exclusion will not apply to mental anguish or mental injury as a result of a **cyber event** or **data breach event**, and for which the **insured** is legally liable.

5.7 Deliberate Acts

any act or failure to act by the **policyholder** or any **subsidiary** in the course of its business:

a. intended by the **policyholder** or **subsidiary**; or

b. that a reasonable person in the circumstances of the **policyholder** or **subsidiary** would expect,

to cause loss, injury or damage, even if the actual loss, injury or damage is of a different degree or type than intended or expected.

5.8 Discrimination and Harassment

any actual or alleged:

a. sexual, racial or other harassment;

b. sexual molestation; or

c. discrimination or victimisation on the basis of sex, race, disability, sexual orientation, religious belief, age, or any other kind.

5.9 Directors and Officers

any actual or alleged breach by an **insured** of its duties as a director or secretary of a corporate body.

5.10 Employment

any actual or alleged:

a. breach by an **insured** of its obligations as an employer or potential employer of any person; or

b. harassment, bullying or discrimination by an **insured** against any person.

5.11 Failure of Infrastructure and Utilities

Any failure, outage in or disruption of, internet services, telecommunications services, power, utility services or other services not under the direct operational control of an **insured** or **service provider**.

For the purpose of this Exclusion, **service provider** does not include an internet service provider, telecommunications service provider, power service provider, or a utility service provider.

5.12 Failure to Renew Contracts with Service Providers

any failure by an **insured** or **service provider** to renew its contracts with service providers or any disruption to an **insured's** business arising from the suspension of services due to the acts or omissions of an **insured**. This includes (but is not limited to) the suspension or revocation of a domain name resulting from the **insured's** failure to renew contracts with its domain name provider.

5.13 Fraud and Dishonesty

a. any actual or alleged act or omission by an **insured** or any of its consultants, sub-contractors or agents which was reckless, fraudulent, dishonest, malicious or criminal; or

b. any wilful breach of any statute, regulation, contract or duty by an **insured** or any of its consultants, sub-contractors or agents.

This Exclusion will only apply where it is established by an admission of such **insured**, consultant, sub-contractor or agent or by a judgment, award, finding or other adjudication of a court, tribunal, commission, or arbitrator that such conduct did in fact occur.

5.14 Insolvency

any bankruptcy, administration, liquidation or insolvency of an **insured** or any other person, including a **service provider**.

5.15 Intellectual Property

a. any infringement or alleged infringement of any intellectual property right including copyright, patent, trade mark, design or circuit layout rights;

b. any use by an **insured** or **service provider** of any software in breach of the licence terms agreed with or imposed by the owner of the software; or

c. the decline in value of any intellectual property asset as a result of **unauthorised** access to or disclosure of that asset.

This Exclusion will not apply to a **loss** resulting from any **claim** resulting from a **media liability event**.

5.16 Internal Costs

any internal or overhead expenses (including wages, salary, overtime and benefits) of an **insured** or the cost of an **insured's** time. This Exclusion will not apply to the calculation of **business interruption loss**.

5.17 Natural Disasters

any fire, explosion, lightning strike, wind, water, rain, hail, flood, tsunami, earthquake, landslide, volcanic eruption, Act of God or other natural event however caused.

5.18 Pollution and Radioactive Contamination

any:

a. asbestos or any actual or alleged asbestos related loss, injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure to asbestos;

b. ionising radiation or contamination by radioactivity from a nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

c. radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly;

d. actual, alleged or threatened discharge of pollutants; or

e. electromagnetic field, electromagnetic radiation or electromagnetism.

5.19 Prior Known Facts

any **claim** arising from or directly or indirectly attributable to or in consequence of:

a. actual or alleged facts or circumstances that an **insured** knew, or ought reasonably to have known prior to the **insurance period**, might or could give rise to a **claim**, notwithstanding that such facts are disputed by the **insured**;

b. actual or alleged facts which could have been, or which can be notified under any previous insurance policy existing prior to the commencement of the **insurance period**;

c. pending or prior litigation, or derived from the same or essentially the same facts as are or might be alleged in such pending or prior litigation, as at the commencement of the **insurance period**; or

d. any fact or matter referred to in the **proposal** or notified under any previous like policy existing prior to the commencement of the **insurance period**.

5.20 Property Damage

the loss or destruction of, or damage to, any tangible property, excluding **data** and software. This Exclusion does not apply to Automatic Extension 3.19 (Hardware Repair or Replacement).

5.21 Sanctions Limitation

any **claim** or **loss** to the extent that such cover, payment, service, benefit and/or any business or activity of the **insured** would violate any applicable trade or economic sanctions or any law or any regulation worldwide. This provision overrides all other terms of this **policy**.

5.22 Securities

any actual or alleged violation of any law, regulation or rule (whether statutory or common law) relating to the ownership, purchase, sale or offer of, or solicitation of an offer to purchase or sell, securities.

5.23 Trading Losses

any trading losses or trading liabilities.

5.24 Tax

any taxes incurred by an **insured** including any penalty tax, costs, interest or fees and expenses in connection with any tax liability.

5.25 War and Terrorism

War

any **loss**, damage, liability, cost or expense of any kind (together "loss"):

1.1 directly or indirectly arising from a **war**, and/or

1.2 arising from a **cyber operation** that is carried out as part of a **war**, or the immediate preparation for a **war**, and/or

1.3 arising from a **cyber operation** that causes a **state** to become an **impacted state**.

Paragraph 1.3 shall not apply to the direct or indirect effect of a **cyber operation** on a **computer system** used

by the **insured** or its third party service providers that is not physically located in an **impacted state** but is affected by a **cyber operation**.

Attribution of a **cyber operation** to a **state**

2. Notwithstanding **our** burden of proof, which shall remain unchanged by this clause, in determining attribution of a **cyber operation** to a **state**, we and the **insured** will consider such objectively reasonable evidence that is available to the **insured** and to **us**. This may include formal or official attribution by the government of the **state** in which the **computer system** affected by the **cyber operation** is physically located to another **state** or those acting at its direction or under its control.

Definitions

For the purposes of this Exclusion:

3. **Computer system** means any computer, hardware, software, communications system, electronic device (including but not limited to, smart phone, laptop, tablet, wearable device), server, cloud infrastructure or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

4. **Cyber operation** means the use of a **computer system** by, at the direction of, or under the control of a state to:

4.1 disrupt, deny access to or, degrade functionality of a **computer system**, and/or

4.2 copy, remove, manipulate deny access to or destroy information in a **computer system**.

5. **Essential service** means a service that is essential for the maintenance of vital functions of a **state** including, but not limited to, financial institutions and associated financial market infrastructure, health services or utility services.

6. **Impacted state** means any **state** where a **cyber operation** has had a major detrimental impact on:

6.1 the functioning of that **state** due to disruption to the availability, integrity or delivery of an **essential service** in that **state**, and/or

6.2 the security or defence of that **state**.

7. **State** means sovereign **state**.

8. **War** means armed conflict involving physical force:

8.1 by a **state** against another **state**, or

8.2 as part of a civil war, rebellion, revolution, insurrection, military action or usurpation of power, whether war be declared or not.

Terrorism

any loss, damage, liability, cost or expense of any kind (together "loss") directly or indirectly arising from any **act of terrorism**. This includes any action taken in controlling, preventing, or supressing any **act of terrorism**. **Act of terrorism** does not include **cyber terrorism**.

Definitions

For the purposes of this Exclusion:

1. **Act of terrorism** means an act including but not limited to:

   a. the use or threat of force, violence; and/or

   b. harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents,

   by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear.

2. **Cyber terrorism** means the premeditated use of disruptive activities, or threat to use disruptive activities, by an individual or group of individuals who are not acting for, at the direction of, under the control of or on behalf of a state, against a computer system or network with the intention to cause harm, further social, ideological, religious, political or similar objectives, or to intimidate any person(s) in furtherance of such objectives.

3. **Computer system** means any computer, hardware, software, communications system, electronic device (including but not limited to, smart phone, laptop, tablet, wearable device), server, cloud infrastructure or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

4. **State** means sovereign state.

5.26 Wear and Tear

any defects in, ordinary wear and tear in relation to, or faulty design or installation of, the hardware components of the **insured's systems** or **external systems**.

5.27 Professional Services

any benefit or service in respect of any **claim** or **loss** for, alleging, or arising from any rendering or failure to render professional services to others by the **insured**, or any person or entity on the **insured's** behalf, including without limitation any employee or independent contractor.

However, this exclusion will not apply to a **claim** as a direct result of a **cyber event** or **data breach event** and for which the **insured** is legally liable.

Section 6: Definitions

In this **policy**:

6.1 **Affected individual** means a natural person whose **data** has been or is reasonably suspected to have been the subject of **unauthorised** access, disclosure or lost as the result of a **data breach event**.

6.2 **Approved provider** means a person engaged by an **insured**, with the prior written consent of **us** or the **incident response manager**, to provide services in response to a **covered event** or **claim**.

6.3 **Botnetting** means the **unauthorised** use of the **insured's systems** to carry out an electronic attack on, or interfere with the operation or security of, a third party's systems or generate unsolicited electronic messages.

6.4 **Business interruption loss** means:

a. the income (net profit or loss before taxes) that the **insured** would have generated directly from its business operations during the **system outage period** if the **system outage** had not occurred, less:

   i. the actual income (net profit or loss before taxes) that the **insured** did generate directly from its business operations during the **system outage period**; and

   ii. the actual income (net profit or loss before taxes) that the **insured** generated directly from its business operations after the **system outage period** that is attributable to business activity (including sales and the placement or processing of orders) that would otherwise have occurred during the **system outage period**, being delayed until after the **system outage period**; and

   iii. any cost savings achieved by the **insured** as a direct result of the reduction in business activity of the **insured's** business operations during the **system outage period**; and

b. any reasonable costs necessarily incurred by the **insured** to:

   i. maintain, as far as possible, the normal operation (including payroll) of the **insured's** business during the **system outage period**;

ii. mitigate the effects of and minimise the duration of the **system outage**; and

iii. preserve evidence and substantiate a covered **business interruption loss**.

c. For the purposes of Optional Extension 4.2 (Social Engineering and Cyber Fraud) only, **business interruption** loss means the income (net profit or loss before taxes) that the **insured** would have generated directly from its business operations but for the loss of current and future business opportunities, clients or customers resulting from a **cyber fraud event**, less

i. the actual income (net profit or loss before taxes) that the **insured** did generate directly from its business operations during and until the remediation of the **cyber fraud event** including such income that is attributable to delayed business activity that would have occurred but for the **cyber fraud event** and did in fact occur after the remediation of the **cyber fraud event**; and

ii. any cost savings achieved by the **insured** as a direct result of the reduction in income from its business operations during the remediation of the **cyber fraud event**.

d. For the purposes of Automatic Extension 3.3 (Business Interruption – Reputational Damage) only, **business interruption loss** means the income (net profit or loss before taxes) that the **insured** would have generated directly from its business operations but for the loss of current and future business opportunities, clients or customers resulting from an **adverse publicity event**, less

i. the actual income (net profit or loss before taxes) that the **insured** did generate directly from its business operations during and until the expiry of 365 days after the **adverse publicity event** including such income that is attributable to delayed business activity that would have occurred but for the **adverse publicity event** and did in fact occur after the **adverse publicity event**; and

ii. any cost savings achieved by the **insured** as a direct result of the reduction in income from its business operations during the 365 days after the **adverse publicity event**.

In calculating **business interruption loss**:

e. consideration shall be given to the prior historical performance of an **insured's** business operations before the **system outage**, **cyber fraud event**, or **adverse publicity event**, and to the probable performance of the **insured's** business operations if the **system outage**, **cyber fraud event**, or **adverse publicity event** had not occurred;

f. where the same or similar **system outages**, **cyber fraud events** or **adverse publicity events** affected both the **insured** and other businesses, the consideration of the probable performance of the **insured's business operations** if the **system outage**, **cyber fraud event**, or **adverse publicity event** had not occurred shall assume that neither the **insured** nor the other businesses were affected by the **system outages**, **cyber fraud events** or **adverse publicity events**, and shall not take into account any potential increase in business activity for the **insured's** business operations if the **system outages**, **cyber fraud events** or **adverse publicity events** had affected other businesses but not the **insured**;

g. the calculation of income under a. and d. above and its sub-paragraphs will include any income generated from business operations during the relevant period, regardless of when that income is received or accounted for by the **insured**; and

h. the calculation of costs under b. above will exclude any costs for which the **insured** is indemnified under any other clause of this **policy**.

6.5 **Claim** means any:

a. written demand or notice seeking compensation or other legal remedy;

b. threat or commencement of civil, criminal, judicial or arbitral proceedings; or

c. **regulatory investigation**,

first commenced or made against an **insured** during the **insurance period**.

6.6 **Contingent business interruption event** means:

a. a person electronically attacking, or interfering with the operation or security of any **external systems**; or

b. malware infecting any **external systems**;

which causes a **system outage**.

6.7 **Contingent business interruption loss** means **business interruption loss** incurred after the **waiting period** until:

a. the end of the **system outage**; or

b. the date on which the **insured** engages a substitute **external supplier** to provide the same products or services, plus the reasonable additional time for the **insured's** business operations to normalise;

however not exceeding the **system outage period** listed in the **schedule**.

6.8 **Covered amount** means any amounts **we** agree to pay under this **policy**, including **business interruption loss**, **loss**, **defence costs** and **response costs**. **Covered amount** also means the relevant Optional Extensions, if applicable.

6.9 **Covered event** means a **cyber event**, **data breach event**, **media liability event**, or a **system outage**. **Covered event** also means the relevant Optional Extensions, if applicable.

6.10 **Cyber event** means:

a. a person obtaining **unauthorised** access to the **insured's systems**;

b. a person electronically attacking, or interfering with the operation or security of, the **insured's systems**;

c. **malware** infecting the **insured's systems**;

d. the transmission of **malware** from the **insured's systems** to a third party's systems;

e. **botnetting**;

f. **phishing**;

g. **phreaking**; or

h. **cryptojacking**

and includes any suspected **cyber event** for which there exist credible grounds for a reasonable person to have cause for such suspicion, including an attack that makes use of artificial intelligence (AI), whether through Deepfakes or any other AI-driven methods.

Cyber event shall not include any **cyber fraud event**.

6.11 **Cyber extortion demand** means a demand, made by a third party to an **insured**, for payment to terminate an existing **cyber event** or **data breach event** or to prevent or avoid a threatened **cyber event** or **data breach event**.

6.12 **Cyber fraud event** means:

a. the theft or **unauthorised** transfer of money or financial assets from the **insured's** bank account or corporate credit cards, or money or financial assets in the **insured's** care, custody or control, by electronic means;

b. the **unauthorised** charging of any amount to the **insured's** corporate credit cards by electronic means;

c. the theft or **unauthorised** transfer of cryptocurrency or digital assets from the **insured's systems**;

d. the amendment of electronic documentation stored on the **insured's** systems to manipulate the **insured** to pay or transfer money or financial assets to an unintended third party;

e. **social engineering**,

and including an attack that makes use of artificial intelligence (AI), whether through Deepfakes or any other AI-driven methods.

6.13 **Cyber terrorism** means the premeditated use of disruptive activities, or threat to use disruptive activities, by

an individual or group of individuals who are not acting for, at the direction of, under the control of or on behalf of a **state**, against a **computer system** or network with the intention to cause harm, further social, ideological, religious, political or similar objectives, or to intimidate any person(s) in furtherance of such objectives. **Cyber Terrorism** does not include any such activities excluded under the Exclusion 5.25 (War and Terrorism).

6.14 **Data** means any data or information held by an **insured**, or held on behalf of an **insured** by a **service provider**, or a **data processor** whether in electronic or non-electronic form.

For the purposes of this **policy**, **data processor** means a third party who holds data or information on behalf of an **insured** under the terms of a contract or agreement with the **policyholder** or any **subsidiary** for the provision of products or services.

6.15 **Data breach event** means:

a. any person obtaining **unauthorised access** to any **data**;

b. the unintentional or **unauthorised disclosure** of any **data** by the **insured** or a service provider or a **data processor** to any person who is not authorised by the **insured** to access or obtain it;

c. the theft of any **data** from the **insured** or a **service provider** or a **data processor**;

d. the loss of any **data** by the **insured** or a **service provider** or a **data processor**;

e. the breach of any **data protection law** by the **insured** or any person for whom the **insured** is legally responsible;

f. a **payment card breach event**; or

g. the breach of any obligation of confidentiality to which the **insured** is subject, by the **insured** or any person for whom the **insured** is legally responsible,

and includes a suspected **data breach event** for which there exist credible grounds for a reasonable person to have cause for such suspicion.

6.16 **Data protection law** means any legislation which governs the processing of **data** or information about natural persons (including the *Privacy Act 1988* (Cth) and the European Union *General Data Protection Regulation 2016/679*) which applies to an **insured**.

6.17 **Deductible** means the amount stated in the **schedule**.

6.18 **Defence costs** means reasonable fees, costs and expenses (including disbursements) necessarily incurred by an **insured** to engage an **approved provider** to prepare for, defend, settle or appeal a **claim**, including to obtain legal advice and representation and to prepare evidence.

6.19 **Direct financial loss** means financial loss suffered by the **insured** by loss of money, financial assets, cryptocurrency or digital assets owned by or belonging to the **insured** or in their care, custody or control, caused by a **cyber fraud event** provided such loss is not recoverable from any financial institution or any other source.

6.20 **Discovered** means when an **officer** first becomes aware of facts which would cause a reasonable person to believe that a **covered event** has or is likely to have occurred, although the exact detail of the **covered event** may not then be known.

6.21 **Discovery period** means the period of time specified in Automatic Extension 3.8 (Discovery Period) during which time written notice may be given to us of a **covered event** which is first discovered or a **claim** which is first made against an **insured** prior to the end of the **insurance period** or prior to a **transaction**.

6.22 **Enforceable undertaking expenses** means:

a. the reasonable and necessary costs of implementing systems, processes and procedures for improved compliance and risk management (including staff training);

b. legal fees, costs and expenses; and/or

c. a charitable donation of a monetary sum made to a not-for-profit organisation,

as a direct result of a condition of an enforceable undertaking given by an **insured** and accepted by a governmental, regulatory or law enforcement body as a result of a **regulatory investigation**, provided always that the **insured** obtains **our** prior written consent, which will not be unreasonably withheld, to incur such expenses. The onus of establishing that such expenses are the direct result of a condition of an enforceable undertaking is to be borne by the **insured**.

6.23 **External supplier** means a third party that is a party to a written contract or agreement with the **policyholder** for the provision of products or services.

External supplier does not include a **service provider**, an internet service provider, telecommunications service provider, power service provider, or a utility service provider.

6.24 **External systems** means any computer system or computer network operated by an **external supplier**.

6.25 **Family member** means an **insured's**:

a. legal or de facto spouse, domestic partner or companion;

b. parent and the parent of the person in paragraph a. above;

c. children and the children of the people in paragraphs a. and b. above; and

d. siblings.

6.26 **Incident response manager** means the person specified as such in Claims Condition 7.1 (Notification) or any replacement that **we** subsequently notify in writing to **you**.

6.27 **Indemnity limit** means the amounts specified in the **schedule**.

6.28 **Insurance period** means the period specified in the **schedule**.

6.29 **Insured** means the **policyholder**, any **subsidiary** and any **insured person**.

6.30 **Insured person** means any current, future or former principal, partner, employee, director or secretary of the **policyholder** or any **subsidiary**, and includes a sole trader.

6.31 **Insured's systems** means:

a. any computer system or computer network (including all physical components of a computer systems or computer network such as smart phones, laptops, tablets, wearable devices, servers, cloud infrastructure and any Operational Technology) operated by an **insured** in the course of the **insured's** business; or

b. any computer system or computer network operated on behalf of an **insured** by a **service provider** for use by the **insured's** business, and includes any infrastructure, platform, application or data service.

6.32 **Loss** means judgments, settlements, awards, and costs, including damages, consumer redress funds, fines, penalties and punitive and exemplary damages resulting from a **claim**.

Notwithstanding the above, **loss** shall not include any amount which is uninsurable according to the law applicable to the **claim**. Enforceability of this paragraph shall be governed by such applicable law that most favours coverage.

6.33 **Malware** means any software designed to:

a. attack, interfere with, disrupt or damage any computer system or network;

b. erase, encrypt, exfiltrate, steal or corrupt data;

c. circumvent any network security product or service;

d. surreptitiously monitor the operation or use of any computer system or network; or

e. surreptitiously use any computer system or network for any purpose.

6.34 **Material** means media content, advertising and written, printed, video, electronic, digital, or digitalised content, of:

a. broadcasts, including, broadcasts via television, motion picture, cable, satellite television, radio, wireless devices or the internet;

b. publications, including publications via newspaper, newsletter, magazine, book and other literary, monograph, brochure, directory, music, directories, electronic, screen play, film script, playwright and video publications including the researching, preparation, serialisation, exhibition or distribution of publishing materials; or

c. advertising, graphic design, design of logos or trademarks, purchasing of advertising time and space, market research, public relations, direct mailing, design of games, competitions or special offers.

6.35 **Media liability event** means an actual or alleged act, error, misstatement, misleading statement or omission by an **insured** in connection with the collection, creation, release, printing, broadcast or distribution of **material** that results in:

a. an infringement of copyright, title, slogan, trade-mark, trade name, or domain name;

b. plagiarism, piracy or misappropriation or theft of ideas;

c. any false light, public disclosure of private facts, defamation committed without malice by reason of words written, spoken or broadcasted, including emotional distress or mental anguish in connection with such conduct; or

d. an intrusion, invasion of privacy, wrongful entry or eviction, trespassing or eavesdropping.

6.36 **Officer** means any past, present or future:

a. partner, principal, director, secretary or employee performing a management function of the company, or any natural person who by virtue of any applicable legislation or law is deemed to be a director or officer of the company of the **policyholder** or a **subsidiary**; or

b. person who makes or participates in making decisions that affect the whole, or a substantial part, of the business including the **insured's** Chief Information Security Officer, Chief Information Officer, Chief Technology Officer or their functional equivalents of the **policyholder** or a **subsidiary**.

6.37 **Payment card breach event** means:

a. the unintentional or **unauthorised** disclosure of payment card data stored or processed by an **insured** or **service provider** on behalf of the **insured**; or

b. the breach of any Payment Card Industry Digital Security Standard by an **insured** or any person for whom an **insured** is legally responsible,

and includes a suspected **payment card breach event**.

6.38 **Policy** means this policy wording, the **schedule**, the **proposal** and any endorsement attaching to and forming part of this **policy** either at commencement or during the **insurance period**.

6.39 **Policyholder** means the entity named in the **schedule**.

6.40 **Phishing** means fraudulent electronic communications or websites designed to impersonate the **insured** or any of the **insured's** products or services for the purpose of soliciting information about the **insured's** clients or customers.

6.41 **Phreaking** means any fraudulent, dishonest, **unauthorised** or malicious use of the **insured's** telephone system which results in charges or bandwidth costs which the **insured** is legally liable to pay.

6.42 **Proposal** means the proposal form, submission and all other supporting documentation and attachments provided to **us** in the application for this **policy**.

6.43 **Push-payment fraud expenses** means an **insured's** cost of reimbursing a client or customer of the **insured** or another person who is contractually required to debit, pay, deliver or transfer money or securities to the **insured** (a "**client**") for their financial loss resulting directly from the impersonation of an **insured**, by a third party that has first gained **unauthorised** access to the **insured's systems**, to manipulate the **client** to issue an instruction to a financial institution to debit, pay, deliver or transfer money or securities from an account maintained by the

client to another account not maintained by the **insured**.

6.44 **Regulatory investigation** means an official investigation, examination, inquiry, hearing, legal action or similar proceeding initiated by a governmental, regulatory or law enforcement body against an **insured**.

6.45 **Response costs** means reasonable fees, costs and expenses incurred by an **insured** to engage an **approved provider** to take reasonable and necessary steps to:

a. manage the response to a **cyber event**, **data breach event** or **media liability event** (excluding those costs which are borne by **us** under Condition 7.3 (Incident Response Manager Fees in Addition) of this **policy**);

b. investigate the cause, scope and extent of any **cyber event, data breach event** or **media liability event**;

c. contain and minimise the scope and extent of a **cyber event**, **data breach event** or **media liability event**;

d. cease any **unauthorised** access to, electronic attack on or interference with the **insured's systems** and remove any **malware** from the **insured's systems**;

e. prevent, minimise or mitigate the impact of a **cyber event, data breach event** or **media liability event**; and

f. preserve evidence of criminal or malicious wrongdoing in relation to a **cyber event**, **data breach event** or **media liability event**.

6.46 **Retroactive date** means the date specified in the **schedule** but no earlier than the commencement of the **insured's** business.

6.47 **Schedule** means the schedule attached to this **policy** or any schedule subsequently substituted for it during the **insurance period** and duly signed, stamped and dated by our authorised representative.

6.48 **Service provider** means a third party which provides an **insured** with computing services, including hosted computer services or cloud services, accessed through the internet or a dedicated network.

6.49 **Social engineering** means the impersonation of:

a. an **insured person**;

b. client or customer of the **insured**; or

c. a person or entity with which the **insured** has a written contract for the sale or purchase of goods or services,

by a third party which causes an **insured person** to issue an instruction to a financial institution to debit, pay, deliver or transfer money, financial assets, cryptocurrency, digital or tangible assets from an account maintained by the **insured** to that third person or other person or entity.

Social engineering includes a third party acting in collusion with an **insured person** provided that the **insured person** issuing the instruction was not a party to the collusion.

6.50 **Subsidiary** means any entity which by virtue of any applicable legislation or law is deemed to be a subsidiary of the **policyholder** or in which the **policyholder** owns or controls, directly or indirectly 50% or more of the issued voting shares of such entity.

6.51 **System or human error** means:

a. a negligent or accidental act or omission of an **insured** in relation to the **insured's systems**; or

b. a failure or error in the software or hardware of the **insured's systems.**

6.52 **System outage** means the unavailability, interruption or degradation of:

a. the **insured's systems**; or

b. where Optional Extension 4.1 (Non-IT Contingent Business Interruption) applies, for the purposes of that Optional Extension only, **external systems**;

which renders the **insured** incapable of supporting normal business functions.

A **system outage** will commence when it is first **discovered**, and end when the **insured's systems** (or **external systems**, if applicable) are restored to the same or equivalent availability, functionality and performance that existed immediately prior to the **system outage**.

6.53 **System outage period** means the period:

a. commencing at the end of the **waiting period**; and

b. ending when the **system outage** ends,

but not exceeding the maximum **system outage period** listed in the **schedule**, calculated from the date on which the **system outage** first occurred. The **system outage period** will not be limited by the expiration of the **insurance period**.

6.54 **Transaction** means any one of the following events:

a. the **policyholder** consolidates with or merges into or sells all or a controlling interest in its assets to any other person or entity or group of persons and/or entities acting in concert;

b. any person or entity, whether individually or together with any other person or persons, entity or entities becomes entitled to exercise more than 50% of the rights to vote at general meetings of the **policyholder** or control the appointment of directors who are able to exercise a majority of votes at board meetings of the **policyholder**;

c. the insolvency of the **policyholder**; or

d. the appointment of an administrator, liquidator, receiver, receiver and manager, and manager or court appointed manager to the **policyholder**.

6.55 **Unauthorised**, in relation to an act, means that the person doing the act was not authorised to do the act by an **insured**, and includes an employee of an **insured** acting beyond their authority without the knowledge and consent of a director, C-level executive, in-house lawyer, partner or risk manager of the **insured**.

6.56 **Waiting period** means the number of hours or days stated in the **schedule** from the commencement of a **system outage**.

6.57 **We/us/our** means DUAL Australia Pty Limited ACN 107 553 257 as agent of the Underwriters referred to in the **schedule**.

Section 7: Claim Conditions

These Claims Conditions apply to all Sections of this **policy**:

7.1 Notification

For the purposes of this **policy**, Atmos is appointed as **our incident response manager**.

An **insured** must notify a **covered event** or **claim** to the **incident response manager** as soon as reasonably practicable after the **insured** becomes aware of such **covered event** or **claim**. The **insured** shall provide such information and documentation relating to a **covered event** or **claim** as **we** or the **incident response manager** may reasonably require.

A notification of a **covered event** or **claim** made by the **insured** to the **incident response manager** shall be deemed to be a notification of a **covered event** or **claim** to **us**. In the event of a **covered event** or **claim**, please contact Atmos in the first instance on:

Atmos

dualresponse@atmosgroup.com.au or

Australia: +61 1800 33 DUAL (1800 333 825)

7.2 Notification of Direct Financial Loss

An **insured** shall, as a condition precedent to **our** obligations under this **policy**, give written notice to **us** or the **incident response manager** of any **direct financial loss** as soon as practicable within the **insurance period**, or within the **discovery period** if applicable, but in any event not later than sixty (60) days after any **direct financial loss** is first **discovered**.

7.3 Incident Response Manager Fees in Addition

The costs of the **incident response manager** to:

a. answer an **insured's** call or email and obtain initial details of a potential **covered event** or **claim**;

b. provide the **insured** with initial advice on the appropriate response to the potential **covered event**;

c. identify appropriate **approved providers** to respond to the potential **covered event** and engage those **approved providers** on behalf of the **insured**; and

d. manage the response to the potential **covered event**,

after a potential **covered event** or **claim** is notified to the **incident response manager** will be borne by **us** and will not erode the **indemnity limit**.

Advancement of Incident Response Expenses

We agree to pay to or on behalf of an **insured** all reasonable **response costs** and/or **defence costs** incurred by an **insured** in using an **approved provider** which was recommended by and arranged through the **incident response manager** from notification under clause 7.1 until a first coverage position communication is issued by **us** in respect of a notified **cyber event**, **data breach event** or **media liability event**. All such costs must still be resulting from a **cyber event**, **data breach event** or **media liability event**.

As soon as **we** issue **our** first coverage position communication in respect of a potential **cyber event**, **data breach event**, **media liability event** or **claim**, this Extension will cease to apply. This Extension will apply even if **we** determine that there was no **covered event** or **claim**.

7.4 Approved Providers

An **insured** must only engage **approved providers** to provide services in response to a **covered event** or **claim**.

Notwithstanding any other term of this **policy**, **we** will not be liable for any **response costs**, **defence costs** or costs incurred under Automatic Extensions 3.10, 3.11, 3.12, 3.14, 3.16, 3.17, 3.18 or 3.19 for services provided by any third party who is not an **approved provider**.

7.5 Co-operation

a. An **insured** must, at the **insured's** own cost, frankly and honestly provide **us** with all information, documentation, evidence and assistance reasonably required by **us**, the **incident response manager** or any **approved provider**.

b. An **insured** must, at its own cost, do all things reasonably practicable to minimise any **covered amounts**, including the **insured's** liability in respect of any **claim**.

c. Each **insured** must provide **us**, at their own cost, with all information, assistance and co-operation which **we** reasonably require, and in the event of a **claim** or potential **claim**, each **insured** agrees that they will not do anything that could potentially prejudice **our** position or **our** potential or actual rights of recovery.

d. No **insured** may settle any **claim** or incur any **defence costs** or assume any contractual obligation or admit any liability with respect to any **claim** without **our** written consent.

7.6 Allocation

Our liability under this **policy** is limited to the proportion of **covered amounts**, which is a fair and equitable allocation as between:

a. covered and uncovered parties; and/or

b. covered and uncovered matters,

having regard to the relative legal and financial exposures attributed to the covered and uncovered matters and/or parties. Only **covered amounts** incurred by covered parties in relation to covered matters will be covered by this **policy**, and is subject always to the terms and conditions of this **policy**.

We will use **our** best endeavours to agree upon a fair and equitable allocation of the proportion covered under this **policy**, having regard to the relative legal and financial exposures attributable to covered and uncovered matters and/or parties.

If an allocation cannot be agreed then it will be determined by a suitably qualified Senior Counsel to be mutually agreed upon or, in default of agreement, to be nominated by the then President of the Bar Association of the jurisdiction in which this **policy** was underwritten. The Senior Counsel will make a determination as an expert based on the relative legal and financial exposures attributable to covered and uncovered matters and/or parties. Submissions made to the Senior Counsel will be in writing. Pending Senior Counsel's determination **we** will meet the **covered amounts** on an interim basis at the percentage at which **we** contend they should be fairly and equitably allocated. After the allocation has been determined or agreed, such allocation will be applied retrospectively. The parties agree to be bound by the Senior Counsel's determination. The costs of any referral for determination to a Senior Counsel under this Clause will be borne by **us**.

7.7 Insured's Right to Contest and our Discharge of Liabilities

a. In the event that **we** recommend settlement of a **claim** and the **insured**:

   i. does not agree to the settlement of the **claim**; and

   ii. decides to contest the **claim**,

   our liability shall not exceed the amount for which the **claim** could have been settled, and **defence costs** incurred up to the date upon which the **claim** could have been settled.

b. At any time, **we** may pay to the **insured**, or on the **insured's** behalf, in respect of any **claim**, the **indemnity limit**, or any applicable sub-limit, (after deduction of any amount already paid) or any lesser amount for which a **claim** or **claims** may reasonably be settled.

c. After **we** have paid such an amount, **we** will relinquish the conduct and control of such **claim** or **claims** and **we** will no longer be liable for the **claim**(s) (or future conduct of the **claim**(s)) except for **defence costs** incurred up until the time **we** agreed to pay.

   We will not pay any amount or defend any **claim** after **our indemnity limit** has been exhausted.

7.8 Legal Representation and Settlement

An **insured** will not admit liability, settle any **claim**, make any admission, offer any payment or assume any obligation in connection with any **claim**, incur any **defence costs** or other **covered amounts**, without **our** prior written consent, which will not be unreasonably withheld or delayed.

We will not be liable for any settlement, **defence costs** or other form of **loss**, admission, offer, payment or assumed obligation to which **we** have not given **our** prior written consent.

We will have the right and will be given the opportunity to associate with each **insured** and participate in the defence of any **claim** including the negotiation and settlement of a **claim**.

With respect to any **claim** involving more than one **insured**, the **insureds** agree that **we** have the right to require such **insureds** to retain separate legal representation.

7.9 Order of Payments

If the payment of **covered amounts** under this **policy** in the aggregate exceeds the remaining available **indemnity limit**, **we** will:

a. first pay such **covered amounts** for which the **policyholder** does not indemnify an **insured person**; then

b. to the extent of any remaining amount of the **indemnity limit** available after payment under paragraph a. above, pay such **covered amounts** for which coverage is provided under any other provision of this **policy**.

We will otherwise pay **covered amounts** under this **policy** in the order in which such **covered amounts** are presented to **us** for payment.

Section 8: General Conditions

The following General Conditions apply to all Sections of this **policy**:

8.1 Subrogation and Recoveries

Where **we** have paid any **covered amount** under this **policy**, **we** become entitled to assume any rights available to the **insured** against any party to the extent of **our** payment. On **our** request, the **insured** must assign all rights of recovery against any person or entity, but only to the extent that payment has been made under this **policy**.

An **insured** must, at its own cost, assist **us** and provide information as **we** may reasonably require to exercise **our** rights of recovery and/or subrogation. This may include providing and signing statements and other documents and the giving of evidence.

Where a recovery is made, the proceeds of such a recovery will be applied as follows:

a. firstly, to the satisfaction of all costs incurred in effecting the recovery;

b. secondly, to the **insured** for the **covered amount** in excess of the **indemnity limit** specified in the **schedule** which is also in excess of any excess insurance purchased over this **policy**;

c. thirdly, to **us** and any excess insurers amounts paid under this **policy** and such excess policies;

d. finally, to the **insured** for the amount paid in respect of the **deductible**.

8.2 Goods and Services Tax

We will charge an appropriate amount to the **policyholder** on account of GST.

It is the duty of the **policyholder** to inform **us** whether or not it is entitled to an input tax credit in relation to any amounts claimed under this **policy**.

Our liability to pay **loss** under this **policy** will be calculated having regard the **policyholder** or any other **insured's** entitlement to claim an input tax credit.

No payment will be made to the **policyholder**, for any GST liability on account of a covered **claim**.

In this clause, **GST** and **input tax credit** have the meanings given to those terms in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

8.3 Alteration to Risk

An **insured** must notify **us** in writing as soon as practicable of any material alteration to the risk during the **insurance period** including:

a. the **insured** going into voluntary bankruptcy, receivership, administration or liquidation; or

b. the **insured** failing to pay debts as and when those debts become due; or

c. the **insured** breaching any other obligation giving rise to the appointment of a receiver or the commencement of bankruptcy or winding up proceedings; or

d. any material change in the nature of the **insured's** business.

We may not cover an **insured** for any **claim** if the **insured** does not notify **us** in writing as soon as practicable of any material alteration to risk.

If during the **insurance period**, a **transaction** occurs, then the cover under this **policy** will only apply to any **covered event** first **discovered** or **claim** first made against the **insured** prior to the effective date of the **transaction**.

If, during the **insurance period**, the **policyholder** decides to make a public offering of its securities in any jurisdiction, the **policyholder** must provide **us** with any prospectus or offering statement for **our** review and assessment. **We** will be entitled to amend the terms and conditions of this **policy** and/or charge an additional premium reflecting any potential increase in exposure, which **we** deem reasonable.

8.4 Assignment

An **insured** must not assign this **policy** or any rights under this **policy** without **our** prior written consent by way of endorsement to this **policy**.

8.5 Cancellation

The **policyholder** may cancel this **policy** at any time by providing **us** with a minimum of 14 days written notice.

We may only cancel this **policy** for non-payment of premium and must do so in accordance with the provisions of the *Insurance Contracts Act 1984* (Cth).

Provided that there have been no policy claims or notifications made on or under this **policy**, **we** agree to allow a refund of premium calculated on a pro-rata basis, provided that **we** will always retain a minimum of 25% of the full annual premium.

8.6 Several Liability of Underwriters

The obligations of **our** subscribing underwriters, where there is more than one underwriter referred to in the **schedule** subscribing to this **policy**, are several and not joint and are limited solely to the extent of their individual subscriptions. No subscribing underwriter is responsible for the subscription of any co-subscribing underwriter who, for any reason, does not satisfy all or part of its obligations.

8.7 Confidentiality

An **insured** must not disclose, either personally or through any person or entity acting on the **insured's** behalf or at the **insured's** direction, to any third party:

a. the existence of this **policy**;

b. the nature of the indemnity provided;

c. the **indemnity limit**; or

d. the amount of premium paid.

However, the **insured** may disclose the above matters to the extent that:

i. the **insured** is required to do so by law;

ii. **we** consent to the disclosure in writing;

iii. it is necessary to disclose to the **insured's** professional advisers including accountants, auditors, legal advisers and insurance brokers; or

iv. **we** provide a Certificate of Currency which can be provided to third parties.

8.8 Territorial Scope

Unless otherwise stated in the **schedule** and subject to General Condition 8.9 (Jurisdictional Limitation), cover provided under this **policy** extends to the conduct of an **insured** anywhere in the world.

8.9 Jurisdictional Limitation

Unless otherwise stated in the **schedule**, cover provided under this **policy** extends to **loss** with respect to a **claim** brought and maintained anywhere in the world.

8.10 Governing Law

This **policy** is governed by the laws of the Commonwealth of Australia and/or the State or Territory of Australia where this **policy** was issued. Any dispute relating to **policy** interpretation will be submitted to the exclusive

jurisdiction of the Courts of the State or Territory where this **policy** was issued.

8.11 Indemnity Limit

a. Subject to any extension of coverage which states otherwise, **our** total liability under this **policy** in respect of any one **covered event** or **claim**, and in the aggregate for all **covered events** and all **claims** for all **insureds**, will not exceed the **indemnity limit** inclusive of all **covered amounts**.

b. The **schedule** will indicate the **indemnity limit** applicable to this **policy**. If more than one policy has been purchased, the **schedule** will also indicate the aggregate **indemnity limit** for all policies which have been purchased by the **policyholder**.

c. **We** will have no liability in excess of the sub-limits specified in the **schedule** in the aggregate for the applicable extension of cover, irrespective of the number of **policy** sections, which respond to a **covered event** or **claim**. In such circumstances, **we** will apply the higher of the sub-limits or **indemnity limit** available.

d. For the purposes of determining the **indemnity limit** available for:

   i. each **claim** covered by this **policy**, all **claims** arising from the same **covered event** or related **covered events**, shall be regarded as one **claim**; and

   ii. each **covered event** covered by this **policy**, related **covered events** shall be regarded as one **covered event**.

8.12 Deductible

a. **Our** liability under this **policy** for **covered amounts** will only apply to that part of each **covered amount** which is in excess of the **deductible** or **waiting period**, whichever applies, specified in the **schedule**. Such **deductible** or **waiting period** will be borne by the **insured**, except where otherwise provided.

b. Unless otherwise expressed in the **schedule**, all **deductibles** are inclusive of all **covered amounts** to the amount of the **deductible**.

c. Except as otherwise stated in this **policy**, costs and expenses incurred by **us** in determining whether **we** are liable to indemnify the **insured** under this **policy** will not erode the **indemnity limit** and will be met by **us**.

d. For the purposes of determining the **deductibles** available for:

   i. each **claim** covered by this **policy**, all **claims** arising from the same **covered event** or related **covered events**, shall be regarded as one **claim**; and

   ii. each **covered event** covered by this **policy**, related **covered events** shall be regarded as one **covered event**.

e. If the **insured** notifies **us** within 72 hours of their first awareness of any actual or reasonably suspected **covered event** or **claim**, the **deductible** will not apply against any losses suffered as a result of the **covered event** or **claim**. This waiver does not apply to the **waiting period**.

8.13 Related Claims

a. Where multiple policy claims directly or indirectly arise out of or are in any way connected with the same **covered event** or other originating cause, all of those policy claims will be deemed to be a single policy claim, reported at the date of the first such policy claim.

b. Any **claims** or **covered events** which trigger more than one insuring clause under this **policy** will be deemed to be a single policy claim, and only one **deductible** shall apply. In respect of a **business interruption loss**, one **waiting period** and one **deductible** shall apply. Where two or more **deductibles** of differing values are applicable, the highest **deductible** shall apply.

8.14 Severability, Non-imputation and Non-avoidance

No state of mind or knowledge possessed by any one **insured person** will be imputed to any other **insured person** for the purpose of determining whether any provision in this **policy** applies. However, any state of mind

or knowledge possessed by any past or present chairman of the board, chief executive officer, chief operating officer or chief financial officer of the **policyholder** or any **subsidiary** will be imputed to the **policyholder**.

We agree not to rescind or avoid this **policy** in whole or in part, for any reason.

We waive all rights under section 28(3) of the *Insurance Contracts Act 1984* (Cth) for non-fraudulent non-disclosure or non-fraudulent misrepresentation by an **insured**.

If **we** are entitled to reduce **our** liability pursuant to section 28(3) of the *Insurance Contracts Act 1984* (Cth) as a result of fraudulent non-disclosure or fraudulent misrepresentation, **we** will only reduce **our** liability under this **policy** in respect of such **insureds** who were involved in or were aware of the fraudulent non-disclosure or fraudulent misrepresentation.

8.15 Preservation of Right to Indemnity

In the event and to the extent that the **policyholder** has not indemnified an **insured person** but is legally permitted or required to do so in respect of a **covered event** or **claim**, but for whatever reason, refuses to do so, then **we** will pay on behalf of the **insured person** any **covered amounts** within the **deductible** and the applicable **deductible** will be paid by the **policyholder** to **us**.

8.16 Other Insurance

This **policy** does not apply if any **claim** under this **policy** is also covered in whole or in part by another policy or would but for the existence of this **policy** be covered by another policy, except to the extent that the amount of any liability exceeds the amount payable under such other policy or policies, provided always that we shall not be liable to pay any amount in excess of any relevant amount specified in the **schedule**.

If **loss** or any other amount insured under the **policy** is also potentially insured under any other insurance policy or policies, then the **insured** must advise us within sixty days of making a claim under the **policy** and provide us with a copy of such other policy or policies.

8.17 Currency

Any reference to premium, limits, **deductibles** and **covered amounts** are expressed and are payable in Australian Dollars. Where any payment is to be made into an admitted foreign jurisdiction, such payment is to be made and denominated in Australian Dollars at the cash rate for the purchase of Australian Dollars set by the Reserve Bank of Australia as at 4.00pm on the date which the foreign payment becomes due.

8.18 Basis of Valuation

With respect to any **direct financial loss** which is covered under this **policy**, **we** are not liable for more than:

a. The actual market value of securities or money at the close of business on the day the **direct financial loss** was first **discovered** (determined by the value published in the Australian Financial Review), or the actual cost of replacing the securities or money, whichever is less; or

b. The actual cash value of other tangible property (not referred to in a. above) at the close of business on the day the **direct financial loss** was first **discovered**, or the actual cost of replacing the property with property of like quality of value, whichever is less; or

c. The cost of blank books, blank pages or other materials plus the cost of labour and computer time for the actual transcription or copying of data furnished by the **insured** in order to reproduce books of account and other records; or

d. The cost of labour for the actual transcription or copying of electronic data furnished by the insured in order to reproduce such electronic data.

8.19 Service of Legal Notices

The underwriters agree that any summons, writ or other like legal notice or process, which is to be served upon the underwriters may be served upon Lloyd's General Representative at Lloyd's Australia:

Lloyd's Underwriters' General Representative in Australia

Suite 1603/1 Macquarie Pl,
Sydney NSW 2000
Australia

Telephone Number: (02) 8298 0700

Facsimile Number: (02) 8298 0788

who has authority to accept service and to enter an appearance on underwriters' behalf, and who is directed at the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that he will enter an appearance on underwriters' behalf.

If a suit is instituted against any one of the underwriters, all underwriters hereon will abide by the final decision of such court or any competent appellate court.

8.20 Interpretation

Words and phrases appearing in bold text and where used in this **policy**, have the meaning defined in this **policy**.

To the extent that there are any inconsistencies between this **policy** and this General Conditions Section, the terms and conditions contained in this **policy** will prevail.

In this **policy**:

a. the singular includes the plural;

b. including means including without limitation;

c. the headings are for descriptive purposes only; and

if any portion of this **policy** is found to be invalid or unenforceable, the remainder will remain in full force and effect.