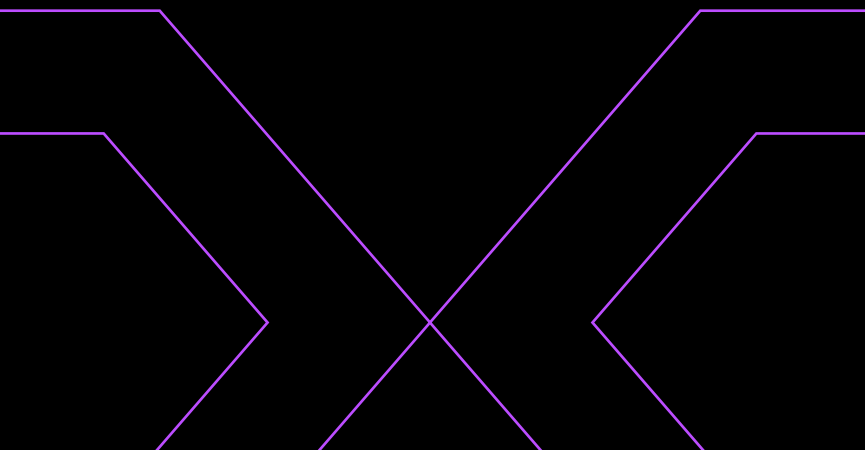




Codex TechShield Policy Wording

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Introduction

Please read and review the **Policy** carefully to ensure it meets your needs and requirements.

The Insuring Clause in Section 1 - Technology Professional Indemnity And Cyber Liability Coverage operates on a 'claims made and notified' basis, meaning that, subject to Extension 1.2.7 'Continuous Cover', cover will be provided to any **Claim** made against the **Insured** and notified to the **Insurer** during the **Period of Insurance** (or as notified in accordance with Extensions 1.2.2 'Automatic Reporting Period' or 1.2.18 'Extended Reporting Period').

The Insuring Clause in Section 2 - Cyber Crisis Response And Reimbursement Coverage operates on a 'discovery' basis, meaning that the **Cyber Event** must be discovered and notified to the **Insurer** during the **Period of Insurance** for the **First Party Loss** to be covered.

The Insuring Clause in Section 3 - Public And Products Liability Coverage operates on an 'occurrence' basis, meaning that the harm or damage must occur during the **Period of Insurance**.

Any word or expression with a defined meaning within the **Policy** will have that meaning wherever it appears.

You were provided with important notices and statements concerning your duty of disclosure, abnormal conditions relating to 'claims made and notified' insurance coverage and our privacy policy before purchasing this **Policy**.

The important notices and statements have been replicated below for your reference which refer to the **Insured** as 'you' or 'your' and the **Insurer** as 'we', 'us' or 'our'. These notices and statements do not form part of the **Policy**.

About The Insurer

This insurance is underwritten by Certain Underwriters at Lloyd's of London, led by MS Amlin, Syndicate 2001. Lloyd's of London underwriters are authorised by the Australian Prudential Regulation Authority ('APRA') under the provisions of the Insurance Act 1973 (Cth).

If you require further information about this insurance or wish to confirm a transaction, please contact Codex Insurance.

About Codex Insurance

Codex Insurance Pty Ltd (ABN 40 669 032 811) ('Codex Insurance'), an Australian company and a Corporate Authorised Representative (CAR No. 1314764) of Insurance Advisernet (ABN 15 003 886 687, AFSL No. 240549), operates under an agreement with Certain Underwriters at Lloyd's of London (Lloyds), led by MS Amlin, Syndicate 2001, which provides it with the authority to effect insurance contracts, where Codex Insurance will be solely acting as an agent of Lloyds, and not acting on your behalf.

Codex Insurance contact details are as follows:

- ✉ info@codexinsurance.com
- ☎ +61 2 8044 1439
- 🏠 Level 32, 200 George St, Sydney, NSW, 2000
- 💻 www.codexinsurance.com

Important Notices And Statements

Duty Of Disclosure Statement

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

You have this duty until we agree to insure you.

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

What You Do Not Need To Tell Us

You do not need to tell us anything that:

- › reduces the risk we insure you for;
- › is common knowledge;
- › we know or should know as an insurer; or
- › we waive your duty to tell us about.

If You Do Not Tell Us Something

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

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

Claims Made And Statutory Notice

Parts of this policy are issued on a claims made basis, which means that these sections only provide cover for claims made against you during the period of insurance related to conduct that occurred, was attempted or was alleged to have occurred or been attempted after the specified retroactive date mentioned in the schedule.

This excludes coverage for claims or potential claims that you were aware of before the period of insurance and that would have alerted a reasonable person in your position to the possibility of a claim being filed against you. However, there may be some exceptions to this condition if a 'continuous cover' extension is in place.

In accordance with Section 40(3) of the Insurance Contracts Act 1984 (Cth), if you become aware of any incident or information that may result in a claim against you by a third party during the period of insurance, you must notify us of the matter before the policy expires. Failure to notify us before the policy expires will result in you losing the benefit of Section 40(3) and we may refuse to pay any subsequent claim, even if the events or circumstances leading to the claim occurred during the period of insurance. However, if you comply with this section, we cannot refuse to indemnify you, even if no claim is made against you during the period of insurance.

Pursuant to Section 54 of the Insurance Contracts Act 1984 (Cth), if you report any claims made against you during the period of insurance (or automatic or extended reporting period, if applicable) after the expiration of the period of insurance or any relevant automatic or extended reporting period, we reserve

the right to reduce our liability. This reduction will be based on a fair assessment of the degree to which our interests were adversely affected by the delay in notification of the claim.

Privacy Statement

We are committed to protecting the privacy of your personal information. We comply with the Australian Privacy Principles (APPs) under the Privacy Act 1988 (Cth) and other relevant legislation, which regulate the handling of personal information by organisations. This privacy statement describes how we collect, use, and protect the personal information you provide to us when you purchase an insurance policy with us. Please read this statement carefully to understand how we handle your information.

Collection Of Personal Information

We may collect the following types of personal information from you:

- › Contact details, such as your name, address, email address and phone number.
- › Financial information, such as your credit card or bank account information and your income.
- › Insurance-related information, such as your policy details, claims history and medical information.
- › Other information that you choose to provide to us, such as your preferences, feedback or survey responses.
- › We may collect this information from you directly or from third parties, such as insurance brokers or other service providers.

Use Of Personal Information

We use your personal information for the following purposes:

- › To provide you with insurance services, including processing your application, managing your policy and processing claims.
- › To communicate with you, including providing you with information about your policy, sending you newsletters and other marketing materials and responding to your inquiries and feedback.
- › To improve our products and services, including conducting research and analysis and developing new insurance products.
- › To comply with legal and regulatory requirements, including anti-money laundering, fraud prevention and other legal obligations.

Sharing Of Personal Information

We may disclose your personal information to the following third parties:

- › Service providers, such as claims adjusters, medical professionals and other service providers, who assist us in providing insurance services to you.
- › Other insurance companies, reinsurers and underwriters who may need your information to provide you with coverage or assess risk.
- › Regulatory authorities, law enforcement agencies and other public bodies when required by law or in response to legal requests.
- › Other third parties with your consent.
- › We take reasonable steps to ensure that these third parties comply with the APPs and other privacy requirements.

Storage And Security Of Personal Information

We take reasonable steps to protect your personal information from unauthorised access, use and disclosure. We maintain physical, technical and administrative safeguards to protect your information. We store your personal information in secure electronic and physical locations, including cloud-based servers.

We may store your personal information outside of Australia, though we take steps to ensure that such information is protected to a standard equivalent to the APPs.

Access To And Correction Of Personal Information

You have the right to request access to, and correction of, your personal information that we hold. We will respond to your request as soon as practicable, and we may charge a reasonable fee for providing access. If we refuse to provide access or correct your personal information, we will provide you with a written notice explaining the reasons for refusal.

Changes To This Privacy Statement

We may update this privacy statement from time to time to reflect changes in our information practices. We will notify you of any material changes by posting the updated statement on our website or by other means.

Complaints And Contact Information

To obtain more details about our privacy practices, including accessing or modifying your personal information, filing a complaint, obtaining a list of foreign countries or specifying your marketing preferences, you may:

- › visit www.codexinsurance.com/privacy;
- › speak to us directly by phoning us on +61 2 8044 1439; or
- › email us at info@codexinsurance.com.

General Insurance Code Of Practice

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

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

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

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:

★ Codex Insurance Pty Limited
✉ info@codexinsurance.com
☎ +61 2 8044 1439
🏠 Level 32, 200 George St, Sydney, NSW, 2000
💻 www.codexinsurance.com

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
✉ idraustralia@lloyds.com
☎ +61 2 8298 0783
🏠 PO Box R1745 Royal Exchange NSW 1225

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:

✉ info@afca.org.au
☎ 1800 931 678
🏠 GPO Box 3 Melbourne VIC 3001
💻 www.afca.org.au

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

The Underwriters accepting this Insurance agree that:

- a. 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;
- b. any summons notice or process to be served upon the Underwriters may be served upon:

★ Lloyd's Underwriters' General Representative in Australia
🏠 PO Box R1745 Royal Exchange NSW 1225
✉ serviceofsuitaus@lloyds.com

who has authority to accept service on the Underwriters' behalf; and

- c. 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.

In the event of a claim arising under this Insurance notice should be given as soon as possible to:

- ★ MS Amlin Limited
- ✉ profinclaims@msamlin.com
- ☎ +44 20 7746 1000
- 🏠 The Leadenhall Building, 122 Leadenhall St, London, EC3V 4AG

Policy Terms

General Provisions

A. Basis Of Agreement

The **Insurer** and **Insured** mutually agree that, subject to payment of the **Premium** by the **Policyholder**, the **Insurer** will offer insurance cover under the terms and conditions outlined in this **Policy**. This **Policy** comprises of the policy wording, **Submission**, **Schedule** and any Extension or **Endorsement** applied.

B. Prior Consent

The **Insured** may need to seek approval from the **Insurer** before incurring certain amounts covered under this **Policy**. This includes cases where consent is required, as specified in the **Policy**, before incurring such amounts. Prior consent from the **Insurer** is mandatory unless Extensions 1.2.16 'Emergency Defence And Legal Representation Costs' or 2.2.2 'Codex Crisis Response Services' apply or is otherwise indicated. The **Insurer** cannot withhold or delay consent unreasonably.

If the **Insured** fails to obtain prior consent where required, the **Insured** may still submit a request for coverage under this **Policy**. The **Insurer** may, however, diminish the amount payable by an equitable sum reflecting the extent to which the interests of the **Insurer** were impacted due to the absence of prior consent.

C. Payment Of Reasonable Amounts

Various expenses, charges, fees and costs are covered by this **Policy**. Unless stated otherwise, the **Policy** covers the 'reasonable' amount of such expenses, charges, fees or costs. 'Reasonable' means an amount that is, in the estimations of both the **Insurer** and **Insured**, not excessive and where the **Insured** has reasonably considered the available options before incurring the amount, having chosen the prudent course of action under the circumstances.

When consent is required before incurring such expenses, charges, fees or costs, the **Insured** must contact the **Insurer** to attain consent. The **Insured** can inform the **Insurer** of the steps taken to consider and assess the available options and discuss the circumstances with the **Insurer**. If the amounts to be incurred are deemed 'reasonable' under the circumstances, the **Insurer** will provide consent accordingly.

D. Application Of Coverage

Each Insuring Clause, Extension or Optional Extension only applies if shown as 'Included' in the **Schedule**. If an Insuring Clause, Extension or Optional Extension is indicated as 'Not Included' in the **Schedule**, then that Extension or Optional Extension is not covered. For the sake of clarity, the Insuring Clause will correspond to the 'Section of Cover' noted in the **Schedule** to which it applies.

The Extensions and Optional Extensions under each Section only apply to the Insuring Clause applicable to that Section, including any sub-clause therein (hereinafter referred to as 'Insuring Sub-Clause'), and are subject to the same terms and conditions of the **Policy**, unless otherwise stated.

The total of all payments made under each Extension or Optional Extension will form part of and is not in addition to the **Limit of Indemnity** applicable to the Section in which the Extension or Optional Extension is noted and the Insuring Clause (or Insuring Sub-Clause) to which it applies, unless otherwise stated.

Section 1 - Technology Professional Indemnity And Cyber Liability Coverage

1.1 Insuring Clause

The **Insurer** will indemnify the **Insured** for **Compensation** and **Defence Costs** in respect of any **Claim** for civil liability arising from:

1.1.1 Technology Professional Indemnity

the provision of the **Information and Communications Technology Services** and/or **Information and Communications Technology Products**,

or

1.1.2 Cyber Liability

a **Security or Privacy Breach Event**,

first made against the **Insured** and notified to the **Insurer** during the **Period of Insurance**.

1.2 Extensions

1.2.1 Advancement Of Defence And Legal Representation Costs

The **Insurer** will advance **Defence Costs** or **Legal Representation Costs** incurred by an **Insured** prior to the final adjudication of a **Claim** or **Inquiry**, provided the **Insured** obtains prior written consent from the **Insurer** as such costs are incurred, where such consent shall not be withheld or delayed unreasonably by the **Insurer**.

Subject to Policy Condition 6.1 'Allocation' and notwithstanding any disagreement of allocation by the **Policyholder** referenced therein, the **Insurer** will pay any such portion of **Defence Costs** or **Legal Representation Costs** the **Insurer** deems to be covered under this **Policy**, unless and until a final allocation is agreed upon by the **Policyholder** or through expert determination in accordance with such Policy Condition.

In the event that it is established by the **Insurer** that the **Insured** is not eligible for coverage according to the terms and conditions of this **Policy**, the **Insurer** will immediately discontinue advancing all **Defence Costs** or **Legal Representation Costs** and all such payments that were previously made must be repaid to the **Insurer**, including where multiple **Insured** parties had received such payments, where such repayments are to be made severally and in accordance with the respective interests of each **Insured**.

The **Insurer** will not decline to advance such **Defence Costs** or **Legal Representation Costs** based solely on suspicion that conduct referred to in Exclusion 4.14 'Illicit Conduct' has been committed or condoned by the **Insured**, until such time as a formal admission, including an adverse admission under oath, is made by the applicable **Insured** who committed or condoned such conduct or by final and non-appealable adjudication of a judicial or arbitral tribunal, other than any proceeding initiated by the **Insurer**.

1.2.2 Automatic Reporting Period

In the event that this **Policy** is neither renewed due to any reason other than non-payment of the **Premium**, nor replaced with an insurance policy that offers a comparable level of coverage specified in this **Policy**, at expiry of the **Period of Insurance**, a single automatic extension of 60 days shall be provided to the **Insured** after the expiry of the **Period of Insurance** in relation to any **Claim** for civil liability first made against the **Insured**, or any **Inquiry** where the legal requirement on the **Insured** to attend first arises, during such 60 day period, but only where such **Claim** or **Inquiry** arises from the actual or alleged provision of the **Information and Communications Technology Services** and/or **Information and Communications Technology Products** or a **Security or Privacy Breach Event** prior to the expiry date of the **Period of Insurance**.

If the **Insured** fails to comply with the notification provisions outlined in Policy Condition 6.17 'Notifications' during such reporting period, the **Insurer** may deny, or fairly reduce, liability in respect of such **Claim** or **Inquiry**, to the extent to which the **Insurer** has been prejudiced by such failure.

If the **Insurer** offers renewal terms that differ from the current terms and conditions of this **Policy**, the **Insured** agrees that this does not constitute a refusal by the **Insurer** to renew the **Policy**.

Nothing in this Extension shall increase the **Limit of Indemnity** specified in the **Schedule**.

1.2.3 Civil Fines And Penalties

The **Insurer** will indemnify the **Insured** for **Civil Fines and Penalties** that the **Insured** becomes legally liable to pay in respect of any **Claim** or **Inquiry** covered under this **Policy**.

The **Insurer** will not be liable for any **Civil Fines and Penalties** arising directly or indirectly from, in connection with or in respect of any:

- a. intentional or deliberate failure to adhere to any legally enforceable notice, requirement, action, proceeding or direction under any legislation;
- b. requirement to pay taxes, rates, duties, levies, charges, fees or any other revenue charge or impost;
- c. compulsion to establish or improve upon any privacy or security practices or protocols, including the conduct of any audits, reporting or compliance reviews; or
- d. non-compliance with, or violation of, the Payment Card Industry Data Security Standard (PCI DSS).

The total aggregate liability of the **Insurer** under this Extension shall not exceed \$1,000,000 during the **Period of Insurance**.

1.2.4 Claims Preparation Costs

The **Insurer** will indemnify the **Insured** for the reasonable fees, costs or expenses incurred by the **Insured** at the request of the **Insurer** in the preparation of the submission of a **Claim** covered by this **Policy**.

This Extension shall not include any payments provided under Extension 1.2.1 'Advancement Of Defence And Legal Representation Costs' or any **Defence Costs**.

The total aggregate liability of the **Insurer** under this Extension shall not exceed \$50,000 during the **Period of Insurance**.

1.2.5 Competition And Consumer Protection Legislation

The **Insurer** will indemnify the **Insured** for **Compensation** and **Defence Costs** in respect of any **Claim** for civil liability alleging a breach of the Competition and Consumer Act 2010 (Cth), Corporations Act 2010 (Cth), National Consumer Credit Protection Act 2009 (Cth) or similar legislation enacted for the protection of consumers in any Australian jurisdiction, including any amendment, re-enactment, replacement or successor of such legislation, arising from the provision of the **Information and Communications Technology Services** and/or **Information and Communications Technology Products** and to the extent that such **Claim** is not otherwise excluded under this **Policy**.

This Extension shall only apply to Insuring Sub-Clause 1.1.1 'Technology Professional Indemnity'.

1.2.6 Consumer Redress Fund Payments

The **Insurer** will indemnify the **Insured** for any amount that the **Insured** becomes legally liable to deposit into a fund as equitable relief for the payment of any **Claim** made by consumers due solely to an adverse judgement or settlement rendered by an **Inquiry** or administrative proceeding during the **Period of Insurance**, provided that such amount shall not include any fines, penalties, injunctions, sanctions, taxes, rates, duties, levies, charges, fees or any other revenue charge or impost.

The total aggregate liability of the **Insurer** under this Extension shall not exceed \$1,000,000 during the **Period of Insurance**.

1.2.7 Continuous Cover

If the **Insured** first became aware of facts or circumstances that could give rise to a **Claim** prior to the commencement of the **Period of Insurance** and, due solely to innocent error or oversight, failed to notify the **Insurer** of such facts or circumstances under an equivalent **Policy** that was effective at the time, thereby resulting in the inability of the **Insured** to benefit from Section 40 (3) of the Insurance Contracts Act 1984 (Cth), the **Insurer** will permit the notification of such facts or circumstances during the **Period of Insurance** under this **Policy** and agrees to indemnify the **Insured** for any **Claim** arising therefrom, provided that:

- a. the **Insured** continuously maintained, without interruption until the time of such notification, insurance cover of an equivalent nature to that provided under this **Policy** that had been issued by the **Insurer** at the time the **Insured** first became aware of such facts or circumstances;
- b. the **Insured** would have been indemnified under such insurance cover had notification been made to the **Insurer** at the time when the **Insured** first became aware of such facts or circumstances, and neither the **Claim**, nor facts or circumstances, has been previously notified to the **Insurer** in any capacity;

- c. there has been no fraudulent non-disclosure or misrepresentation committed by the **Insured** in respect to the notification of such facts or circumstances; and
- d. the **Insurer** may fairly reduce liability to the extent to which the **Insurer** has been prejudiced by such failure to notify the facts or circumstances giving rise to a **Claim** prior to the **Period of Insurance**.

1.2.8 Contract Review Consultation

The **Insured** is entitled to up to one hour of legal advice for the review of a single standardised commercial contract or agreement issued by the **Insured** in connection with the **Information and Communications Technology Services** and/or **Information and Communications Technology Products** covered by this **Policy**, to be provided by, or on behalf of, the law firm named in the **Schedule** (referred to as 'Contract Review Consultant') during the **Period of Insurance**, provided that:

- a. the **Insured** must submit the **Schedule** to and thereafter enter into a Letter Of Engagement with the law firm before such legal advice commences;
- b. the **Insured** must request the legal advice during the **Period of Insurance**; and
- c. such legal advice must not relate to the scope of cover provided under this **Policy**, or any claims, assertions, disputes, grievances, legal action or complaints against the **Insurer**.

For the sake of clarity, this Extension will not be subject to the payment of an **Excess**.

1.2.9 Contractors, Consultants And Agents Vicarious Liability

The **Insurer** will indemnify the **Insured** for **Compensation** and **Defence Costs** in respect of any **Claim** for civil liability arising from the provision of the **Information and Communications Technology Services** and/or **Information and Communications Technology Products** by, or a **Security or Privacy Breach Event** in connection with, any contractor, sub-contractor, consultant or agent, including but not limited to any external service provider, acting on behalf of and at the direction of the **Insured** and for which the **Insured** is legally liable.

Indemnity will not extend to the contractor, sub-contractor, consultant or agent themselves, other than for any **Individual Contractor** covered under this **Policy**.

1.2.10 Contractual Breach Costs

The **Insurer** will indemnify the **Insured** for **Compensation** and **Defence Costs** that the **Insured** becomes legally liable to pay in respect of any **Claim** for civil liability arising from the **Information and Communications Technology Services** and/or **Information and Communications Technology Products** failing to comply with:

- a. any contractually agreed and written specifications, including the presence of material defects;
- b. any terms, conditions or warranties implied by statute concerning the necessary standard of quality, safety or fitness for purpose; or

- c. any terms, conditions or warranties expressed or implied by statute solely concerning the use of reasonable care and skill.

This Extension shall only apply to Insuring Sub-Clause 1.1.1 'Technology Professional Indemnity'.

1.2.11 Contractual Limitation Of Liability

If the **Insured** contractually limits or excludes the liabilities of parties engaged under contract, the **Insurer** agrees that such contracts will not prejudice the rights to indemnity of the **Insured** under this **Policy**.

This Extension shall not apply to any contracts formed or agreed upon as a consequence of a dispute that involves the **Insured** in any manner.

1.2.12 Contractual Liability

The **Insurer** will indemnify the **Insured** for **Compensation** and **Defence Costs** in respect of any **Claim** arising from liability assumed under any contractual provisions, including contractual indemnity, liquidated damages or hold harmless provisions, but only to the extent that such liability otherwise arises in the absence of such contractual provisions or is assumed under any confidentiality or privacy provisions accepted by the **Insured** under any contract or agreement with a client and is covered under this **Policy**.

1.2.13 Court Attendance Costs

The **Insurer** will indemnify the **Insured** for the incurred cost of court attendance by a **Principal** or **Employee**, provided that a legal adviser, acting on behalf of the **Insured** with the consent of the **Insurer**, requires the **Principal** or **Employee** to attend court with respect to a civil or legal proceeding in connection with a **Claim** covered by this **Policy** and the **Insured** directly compensates the **Principal** or **Employee** for time in attendance.

The total aggregate liability of the **Insurer** under this Extension shall not exceed \$100,000 during the **Period of Insurance**, subject to a maximum of \$1,000 per person for each day in attendance.

1.2.14 Criminal, Dishonest, Fraudulent Or Malicious Conduct

The **Insurer** will indemnify the **Insured** for **Compensation** and **Defence Costs** in respect of any **Claim** resulting from an actual or alleged criminal, dishonest, fraudulent or malicious act or omission by an **Employee**, **Individual Contractor** or **Principal**, other than a **Senior Manager**, occurring or committed in connection with the provision of the **Information and Communications Technology Services** and/or **Information and Communications Technology Products** or a **Security or Privacy Breach Event**, provided that indemnity will not extend to such **Employee**, **Individual Contractor** or **Principal** who perpetrated the criminal, dishonest, fraudulent or malicious act or omission or any **Insured** who knowingly engaged in or condoned such conduct.

1.2.15 Defamation

The **Insurer** will indemnify the **Insured** for **Compensation** and **Defence Costs** in respect of any civil liability **Claim** for libel (including trade libel), slander, disparagement, eavesdropping, false arrest or light, malicious prosecution or any other form of defamatory conduct, including the

violation of the right of privacy or seclusion or right of publicity of any natural person other than the **Insured**, provided that the **Insured** did not act with express malice.

1.2.16 Emergency Defence And Legal Representation Costs

If the **Insured** is unable to obtain consent from the **Insurer** before incurring **Defence Costs** or **Legal Representation Costs** due to an emergency, the **Insured** may incur reasonable amounts of **Defence Costs** or **Legal Representation Costs** without the prior consent of the **Insurer** until such time as contact is or could reasonably have been made with the **Insurer**.

If it is determined that the **Insured** could reasonably have contacted the **Insurer** to request the prior consent of the **Insurer** before incurring such **Defence Costs** or **Legal Representation Costs**, the **Insurer** reserves the right to decrease its liability by an amount that reasonably reflects the degree to which the interests of the **Insurer** have been prejudiced.

For the purpose of this Extension, an emergency refers to a sudden, unexpected, and potentially dangerous situation that requires immediate action where the **Insured** is not reasonably able to contact the **Insurer** within that time frame, and the incurring of such costs are intended to mitigate the impact of a **Claim** or loss covered under this **Policy** that could reasonably be expected to result from such a situation.

1.2.17 Excess Reduction

If the **Excess** applicable to this Section is \$10,000 or less and a **Claim** is settled or disposed of in accordance with the obligations of the **Insured** under this **Policy** without incurring any **Defence Costs**, the **Insurer** shall waive payment of the **Excess**.

1.2.18 Extended Reporting Period

In the event that this **Policy** is neither renewed due to any reason other than non-payment of the **Premium**, nor replaced with an insurance policy that offers a comparable level of coverage specified in this **Policy**, at expiry of the **Period of Insurance**, the **Policyholder** shall be granted the right to purchase a single extension of this **Policy** for a period of 365 days (hereinafter referred to as 'Extended Reporting Period') after the expiry of the **Period of Insurance** in respect of any **Claim** first made against the **Insured**, or any **Inquiry** where the legal requirement on the **Insured** to attend first arises, during such 365 day period, but only where such **Claim** or **Inquiry** arises from the actual or alleged provision of the **Information and Communications Technology Services** and/or **Information and Communications Technology Products** or a **Security or Privacy Breach Event** prior to the expiry date of the **Period of Insurance**.

Provided that the **Policyholder** submits written notice to the **Insurer** with instructions to commence the Extended Reporting Period prior to the expiry of the **Period of Insurance** and cover is only available under this Extension if an additional premium equal to 100% of the **Premium** has been paid by the **Insured** within 30 days of the Extended Reporting Period effective date.

Such payment of **Premium** and applicable charges for the Extended Reporting Period shall be deemed fully earned at its commencement and is non-refundable.

The **Policyholder** will not be entitled to purchase the Extended Reporting Period if:

- a. any **Insured** declares **Insolvency** during the **Period of Insurance**;

- b. the **Insurer** offers renewal terms that differ from the current terms and conditions of this **Policy**, including, for the sake of clarity, changes to any **Premium, Excess** or **Limit of Indemnity**, modifications to payment terms or other condition; the addition of, or alteration to, any **Endorsement** or Exclusion or any other amendments that constitute a degradation of coverage; or
- c. the **Policy** had already lapsed upon expiry of the **Period of Insurance** at the time of request.

If the **Insured** fails to comply with the notification provisions outlined in Policy Condition 6.17 'Notifications' during such reporting period, the **Insurer** may deny, or fairly reduce, liability in respect of such **Claim** or **Inquiry**, to the extent to which the **Insurer** has been prejudiced by such failure.

For the sake of clarity, the **Insured** shall not have a right to cover under Extension 1.2.2 'Automatic Reporting Period' where cover under this Extension has been elected by the **Insured** and nothing in this Extension shall increase the **Limit of Indemnity**.

1.2.19 Fee Refund Or Waiver Mitigation Costs

The **Insurer** will indemnify the **Insured** for the reimbursement of paid or outstanding fees charged by the **Insured** solely to recompense a client expressing dissatisfaction with the provision of the **Information and Communications Technology Services** and/or **Information and Communications Technology Products**, provided that the client demonstrates reasonable grounds for such dissatisfaction and expressly indicates an intention to pursue a **Claim** for civil liability against an **Insured** for an amount greater than the paid or outstanding fee but agrees not to pursue such **Claim** if the **Insured** refunds the paid, or waives the outstanding, fee.

The **Insurer** will only make payment where it can be reasonably established by the **Insurer** that such payment will result in the avoidance of a **Claim** for an amount greater than such fees and where the **Insured** has obtained prior consent from the **Insurer** before settling the **Claim** in such a manner.

If the **Insurer** agrees to make payment, the **Insured** must reasonably cease all efforts to collect the outstanding fees from the client upon receiving final consent from the **Insurer**, or, where fees have already been paid for the performance of the **Information and Communications Technology Services** and/or **Information and Communications Technology Products**, the **Insured** must refund the client no less than the amount originally paid.

In the event that efforts to avoid a **Claim** are unsuccessful and such **Claim** is subsequently made against the **Insured**, the total amount payable by the **Insurer** will be inclusive of any amounts previously paid under this Extension and shall not exceed the **Limit of Indemnity** and any final amounts recovered from the client by the **Insured** must be reimbursed to the **Insurer**.

Any payments under this Extension shall not constitute an admission or assumption of liability by the **Insurer**.

This Extension shall only apply to Insuring Sub-Clause 1.1.1 'Technology Professional Indemnity' and the total aggregate liability of the **Insurer** under this Extension shall not exceed \$500,000 during the **Period of Insurance**.

1.2.20 Intellectual Property Infringement

The **Insurer** will indemnify the **Insured** for **Compensation** and **Defence Costs** in respect of any **Claim** for civil liability arising from any unintentional infringement or dilution of intellectual property, including patents, trademarks, copyrights (including the unauthorised use of titles, formats, performances, style, characters, plots or other protected material), slogans, marks, service marks, service names, design rights and registrations, domain name registrations, geographical indications, utility model patents, integrated circuit topography layout rights, database rights, certification marks, trade dresses, trade names or trade secrets, whether through deep-linking, framing, inlining or otherwise, or any unintentional plagiarism, piracy or misappropriation of ideas or breach of confidentiality, by an **Insured**.

Notwithstanding Policy Condition 6.23 'Territorial And Jurisdictional Scope', the **Insurer** will not be liable for such a **Claim** arising directly or indirectly from, in connection with or in respect of any conduct or incident occurring or committed in connection with the **Insured** anywhere in, or legal proceeding brought within, the **United States of America**.

1.2.21 Intellectual Property License Agreement Liability

The **Insurer** will indemnify the **Insured** for **Compensation** and **Defence Costs** in respect of any **Claim** for civil liability arising from any warranty or indemnity contained within an intellectual property licence agreement granted by the **Insured** to a **Third Party**, but only where such warranty or indemnity relates to the ownership or licensing rights of the **Insured** with respect to any copyrights, design rights and registrations, trademarks or domain name registrations.

The liability of the **Insurer** for any one **Claim** under this Extension shall not exceed the indemnifiable value stated in the intellectual property license.

1.2.22 Inquiry Costs

The **Insurer** will indemnify the **Insured** for **Legal Representation Costs** incurred by the **Insured** in preparation for, response to and attendance of, an **Inquiry**, provided that a notice requiring an **Insured** to attend the **Inquiry** is first received by the **Insured** and notified to the **Insurer** during the **Period of Insurance** prior to incurring such **Legal Representation Costs**.

The total aggregate liability of the **Insurer** under this Extension shall not exceed \$1,000,000 during the **Period of Insurance**.

1.2.23 Joint Venture Or Partnership Liability

The **Insurer** will indemnify the **Insured** for **Compensation** and **Defence Costs** in respect of any **Claim** arising from the participation of the **Insured** in any joint venture or partnership, provided that such indemnity shall only extend to the proportionate liability of the **Insured** and not to the joint venture parties or partners themselves.

1.2.24 Loss Of Documents And Data

The **Insurer** will indemnify the **Insured** for:

- a. **Compensation** and **Defence Costs** in respect of any **Claim** for civil liability arising from the unintentional loss, damage or destruction of any **Documents** or **Data** for which the

Insured is legally responsible and where such unintentional loss, damage or destruction occurs in connection with the provision of the **Information and Communications Technology Services** and/or **Information and Communications Technology Products**, and

- b. the reasonable fees, costs or expenses incurred by the **Insured** in replacing or restoring such **Documents** or **Data**,

provided that:

- i. the **Insured** first discovers and notifies the **Insurer** of such unintentional loss, damage or destruction during the **Period of Insurance**;
- ii. the **Insured** obtains prior written consent from the **Insurer** before incurring any fees, costs or expenses in replacing or resorting the **Documents** or **Data**, where such written consent shall not be withheld or delayed unreasonably by the **Insurer** and replacement or rectification of such **Documents** or **Data** is undertaken as soon as practicable by the **Insured**;
- iii. the **Insured** provides evidence of such unintentional loss, damage or destruction of the **Documents** or **Data** to the **Insurer**, where such evidence will be subject to approval by an appropriately qualified professional to be mutually agreed upon by both the **Insurer** and **Insured** and, where both parties are unable to reach mutual agreement, such appointment will be determined by the President of the Law Society of the State or Territory where the **Policy** was issued; and
- iv. the **Insurer** will not be liable for any such **Claim** or any such fees, costs or expenses arising directly or indirectly from, in connection with or in respect of any loss of **Money** or **Securities**, mould, vermin or pest infestations, riot or civil commotions, fading, wear and tear or any other gradual deterioration.

This Extension shall only apply to Insuring Sub-Clause 1.1.1 'Technology Professional Indemnity' and, for the sake of clarity, this Extension shall not include any payments otherwise covered under Section 2 - Cyber Crisis Response And Reimbursement Coverage of the **Policy**.

1.2.25 Mitigation Of Loss

The **Insurer** will indemnify the **Insured** for the reasonable fees, costs or expenses necessarily incurred by the **Insured** (except for those otherwise covered under Extension 1.2.19 'Fee Refund Or Waiver Mitigation Costs') to rectify, or mitigate the effects of, any act, error or omission causing an actual or potential loss in connection with the provision of the **Information and Communications Technology Services** and/or **Information and Communications Technology Products** that otherwise would have been the subject of a **Claim** for civil liability under the **Policy**, provided that:

- a. the **Insured** first discovers and notifies the **Insurer** of such act, error or omission during the **Period of Insurance**;
- b. the **Insured** obtains prior written consent from the **Insurer** before incurring any fees, costs or expenses, where such consent shall not be withheld or delayed unreasonably by the **Insurer**;

- c. the total liability of the **Insurer** shall not exceed the maximum liability that would have otherwise applied under this **Policy** had the **Claim** been made against the **Insured**; and
- d. such fees, costs or expenses shall not include the regular operating or overhead expenses incurred by an **Insured**, including regular or overtime wages, salaries or remuneration of any **Employee, Individual Contractor** or **Principal**.

This Extension shall only apply to Insuring Sub-Clause 1.1.1 'Technology Professional Indemnity' and the total aggregate liability of the **Insurer** under this Extension shall not exceed \$500,000 during the **Period of Insurance**.

1.2.26 Payment Card Industry Data Security Payments

The **Insurer** will indemnify the **Insured** for any payments that the **Insured** becomes contractually liable to pay, including monetary assessments, chargebacks, fraud recoveries, fines, penalties, reimbursements, non-cooperation costs and case management fees, resulting from non-compliance with, or violation of, the Payment Card Industry Data Security Standard (PCI DSS), in respect of any **Claim** arising from a **Security or Privacy Breach Event**, provided the **Insurer** is not legally prohibited at law from indemnifying the **Insured** for such payments.

The **Insurer** will not be liable for any payments arising directly or indirectly from, in connection with or in respect of any:

- a. fine or penalty for non-compliance with, or violation of, the Payment Card Industry Data Security Standard after the date the **Insured** first became aware of such non-compliance or violation, or
- b. fees, costs or expenses incurred by the **Insured** to implement or improve upon any privacy or network security controls, policies, procedures or protocols.

This Extension shall only apply to Insuring Sub-Clause 1.1.2 'Cyber Liability' and the total aggregate liability of the **Insurer** under this Extension shall not exceed \$1,000,000 during the **Period of Insurance**.

1.2.27 Principal Entity Indemnification

The **Insurer** will indemnify a **Principal Entity** for **Compensation** and **Defence Costs** in respect of any **Claim** for civil liability first made against the **Principal Entity** arising from the provision of the **Information and Communications Technology Services** and/or **Information and Communications Technology Products**, provided that such indemnification is a contractual requirement of the **Insured** and the **Claim** is such that, if it were made against the **Insured**, the **Insured** would have been entitled to indemnity under the **Policy**.

The **Insurer** shall have the right to conduct and control any **Claim** for which the **Principal Entity** seeks indemnity hereunder or from the **Insured** and this **Policy** shall not extend to provide cover in respect of any civil liability arising from the conduct of the **Principal Entity** itself or other events not covered by this **Policy**.

For the purpose of this Extension, the **Principal Entity** shall be deemed to be an **Insured** and will comply with all terms and conditions of this **Policy** (including payment of **Excess** amounts due), however nothing in this Extension shall preclude the **Insured** from the right to indemnity under this **Policy** should the **Principal Entity** instigate proceedings against the **Insured** for a **Claim**

which results from the provision of **Information and Communications Technology Services** and/or **Information and Communications Technology Products** within such capacity.

This Extension shall only apply to Insuring Sub-Clause 1.1.1 'Technology Professional Indemnity'.

1.2.28 Proportionate Liability

If the **Insured** has opted out of the operation of any proportionate liability legislation under contract, the **Insurer** agrees that such contract will not prejudice the rights of the **Insured** to indemnity in respect of any **Claim** for civil liability under this **Policy**.

1.2.29 Public Relations Expenses

The **Insurer** will indemnify the **Insured** for the reasonable fees, costs or expenses incurred by the **Insured** to retain the services of a public relations consultant or crisis management consultant for the sole purpose of preventing or limiting reputational damage to an **Insured** in connection with an actual or potential **Claim** covered under this **Policy** during the **Period of Insurance**, provided that:

- a. the **Insured** must notify the **Insurer** within a reasonable time of first becoming aware of any actual or potential reputational damage and provide details outlining the circumstances surrounding such reputational damage;
- b. the **Insured** obtains prior written consent from the **Insurer** before incurring any fees, costs or expenses, where such consent shall not be withheld or delayed unreasonably by the **Insurer**; and
- c. no admission of liability is made by the **Insured** and payment of any fees, costs and expenses shall not constitute an admission or assumption of liability by the **Insurer**.

The total aggregate liability of the **Insurer** under this Extension shall not exceed \$250,000 during the **Period of Insurance**.

1.2.30 Reinstatement

In the event that the maximum aggregate **Limit of Indemnity** specified in the **Schedule** applicable to this Section has been entirely exhausted during the **Period of Insurance** due to a **Claim** or series thereof or other amounts for which the **Insurer** has agreed to indemnify under this Section, such **Limit of Indemnity** will be reinstated once only to an equal amount, provided that:

- a. the **Insured** has no other active and accessible form of insurance coverage in excess of and conforming to this **Policy**, after exhaustion of the original **Limit of Indemnity**, or all such insurance coverage (including any automatic or direct reinstatement entitlement contained therein) has also been exhausted by reason of the payment of indemnity or agreement to indemnify thereunder;
- b. no reinstatement of any sub-limit of liability shall occur whatsoever; and
- c. all other terms, conditions, Exclusions and limitations of the **Policy** shall continue to apply in the same manner thereafter.

1.2.31 Spouse, Estate And Legal Representative Liability

The **Insurer** will indemnify:

- a. the estate, heirs, legal representatives, legal assignees or other personal representatives of any **Employee** or **Principal** who has been declared legally incapacitated, deceased, insolvent or bankrupt, and
- b. the lawful spouse or domestic partner of any **Employee** or **Principal**, solely by reason of legal status or common ownership interest in property as a lawful spouse or domestic partner of the **Employee** or **Principal**,

for **Compensation** and **Defence Costs** in respect of any **Claim** first made against the **Insured** during the **Period of Insurance** and arising from the conduct of such **Employee** or **Principal**, provided that:

- i. the **Claim** is such that, if it were made against the **Employee** or **Principal**, the **Employee** or **Principal** would have been entitled to indemnity under this **Policy**, and
- ii. indemnity will not extend to the conduct of such lawful spouse, domestic partner, estate, heirs, legal representatives, legal assignees or other personal representatives.

For the sake of clarity, all beneficiaries covered by this **Policy** must comply with the terms and conditions of the **Policy**, including but not limited to the Special Provisions and Policy Conditions.

Section 2 - Cyber Crisis Response And Reimbursement Coverage

2.1 Insuring Clause

The **Insurer** will indemnify the **Insured** for:

- a. **Crisis Response Costs** arising from a **Security or Privacy Breach Event, Ransom Event** or **System Interruption Event**;
- b. **Business Income Loss** incurred by the **Insured** during the **Period of Restoration** arising from a **System Interruption Event** that exceeds the **Waiting Period** in duration;
- c. **Digital Content Recovery and Replacement Costs** incurred by the **Insured** arising from a **Security or Privacy Breach Event, Ransom Event** or **System Interruption Event**; and
- d. **Ransom Payments** incurred by the **Insured** and as consented to by at least one **Principal** of the **Insured**, arising from a **Ransom Event**,

first discovered by an **Insured** and notified to the **Insurer** during the **Period of Insurance**.

2.2 Extensions

2.2.1 Additional Increased Cost Of Working

The **Insurer** will indemnify the **Insured** for the reasonable fees, costs or expenses necessarily incurred by the **Insured** during the **Period of Restoration** solely in consequence of a **System Interruption Event** for the purpose of avoiding or reducing **Business Income Loss**, first discovered by the **Insured** and notified to the **Insurer** during the **Period of Insurance**, provided that:

- a. such fees, costs or expenses must exceed regular overhead and payroll expenses routinely paid by the **Insured**;
- b. the **Insured** obtains prior written consent during the **Period of Restoration** from the **Insurer** before incurring any fees, costs or expenses, where such consent shall not be withheld or delayed unreasonably by the **Insurer**; and
- c. such fees, costs or expenses shall not include any:
 - i. contractual penalties;
 - ii. consequential loss or damages;
 - iii. hardware or physical property repair or replacement costs;
 - iv. payments to update, upgrade, restore, repair, replace, maintain or improve any damaged, corrupted or compromised **Computer System** or **Software** thereon beyond the previous condition that preceded the **System Interruption Event**;

- v. payments to examine, identify, correct or remediate any pre-existing deficiencies, defects, errors or vulnerabilities within the **Computer System** including with respect to any **Software** stored thereon; or
- vi. **Business Income Loss, Crisis Response Costs, Digital Content Recovery and Replacement Costs, Ransom Payments** or any other fees, costs, expenses, loss or payments which are specifically defined in this **Policy** and covered by any Insuring Clause, Extension or **Endorsement**.

2.2.2 Codex Crisis Response Services

The **Insurer** will indemnify the **Insured** for **Crisis Response Costs** incurred by the **Insured** within the first 72 hours following the discovery of an actual or suspected **Security or Privacy Breach Event, Ransom Event** or **System Interruption Event** without requiring payment of the **Excess** or the prior consent of the **Insurer** during such time, provided that such **Crisis Response Costs** are incurred solely by engagement with the **Crisis Response Partner**.

If the **Insured** elects to engage a **Third Party** other than the **Crisis Response Partner** or any parties approved for use by the **Crisis Response Partner**, the **Insured** will not be entitled to the waiver of **Excess** noted above and must obtain prior written consent from the **Insurer**, which shall not be withheld or delayed unreasonably by the **Insurer**, before incurring any **Crisis Response Costs**, where failure by the **Insured** to attain such consent may result in the **Insurer** denying, or fairly reducing, liability in respect of such **Crisis Response Costs**, to the extent to which the **Insurer** has been prejudiced.

For the sake of clarity, the **Excess** shall only apply after the 72 hours period has expired but only where it is established by the **Crisis Response Partner** that an actual **Security or Privacy Breach Event, Ransom Event** or **System Interruption Event** has occurred and remains unresolved.

2.2.3 Cybercrime Loss

The **Insurer** will indemnify the **Insured** for **Crime Loss** incurred by the **Insured** arising from a **Security or Privacy Breach Event**, first discovered by an **Insured** and notified to the **Insurer** during the **Period of Insurance**.

The **Insurer** will not be liable for any **Crime Loss** arising directly or indirectly from, in connection with or in respect of:

- a. any dishonest or fraudulent act committed or consensually enabled by an **Employee, Individual Contractor** or **Principal**, or
- b. the seizure of any **Money, Securities** or tangible property owned or controlled by the **Insured** by action or order of any public, local or governmental authority, including any foreign enemy, military or usurped power acting in such capacity.

The total aggregate liability of the **Insurer** under this Extension shall not exceed \$250,000 during the **Period of Insurance**.

2.2.4 Event Cancellation Costs

The **Insurer** will indemnify the **Insured** for the forfeited deposits or charges incurred (or contracted to be incurred) by the **Insured** directly in respect of the unavoidable inability to proceed with an event, or any part thereof, planned and organised in connection with the **Business Operation** by, or on behalf of, the **Insured** solely in consequence of a **Security or Privacy Breach Event**, **Ransom Event** or **System Interruption Event** during the **Period of Insurance**, provided that:

- a. the **Insured** provides documented evidence of such deposits or charges to the **Insurer** and obtains prior written consent from the **Insurer** before abandoning, cancelling, postponing or relocating such event, or any part thereof, where such written consent shall not be withheld or delayed unreasonably by the **Insurer**;
- b. such deposits or charges are contractually deemed non-refundable or deferrable and shall not include the cost of rescheduling, replanning or reorganising such event; and
- c. the **Insurer** shall not indemnify any deposits or charges that have been refunded, waived or deferred by the applicable **Third Party** provider.

The total aggregate liability of the **Insurer** under this Extension shall not exceed \$100,000 during the **Period of Insurance**.

2.2.5 Hardware Property Damage And Corruption Repair And Replacement Costs

The **Insurer** will indemnify the **Insured** for the cost of repairing or replacing damaged, corrupted or compromised **Hardware** within the **Computer System** incurred by the **Insured** and solely in consequence of a **Security or Privacy Breach Event**, **Ransom Event** or **System Interruption Event** during the **Period of Insurance**, provided that:

- a. such **Hardware** must form part of the **Computer System** that is leased, owned or operated solely by or on behalf of the **Insured**;
- b. the **Insurer** reasonably establishes that payment of such costs would not otherwise exceed the cost of alternative means of rectification, including formatting and installing new firmware or **Software** on such **Hardware**;
- c. the **Insured** obtains prior written consent from the **Insurer** before incurring such costs, where such consent shall not be withheld or delayed unreasonably by the **Insurer**; and
- d. the **Insurer** will not be liable for any costs arising directly or indirectly from, in connection with or in respect of any theft, intentional or accidental misplacement or physical damage, mould, vermin or pest infestations, riot or civil commotions, fading, wear and tear or any other gradual deterioration.

The **Insurer** may also replace the damaged, corrupted or compromised **Hardware** with an updated, upgraded, supported or enhanced version, but only where it is deemed by the **Insurer** to be unavoidable or reasonably necessary or justifiable due to standard technological advancements, efficiencies and improvements.

The total aggregate liability of the **Insurer** under this Extension shall not exceed \$250,000 during the **Period of Insurance**.

2.2.6 Invoice Manipulation Fraud Loss

The **Insurer** will indemnify the **Insured** for **Invoice Loss** incurred by the **Insured** directly resulting from the release or distribution of any fraudulent invoice or payment instruction to a **Third Party**, solely in consequence of a **Security or Privacy Breach Event** covered under this **Policy**, first discovered by the **Insured** and notified to the **Insurer** during the **Period of Insurance**.

The total aggregate liability of the **Insurer** under this Extension shall not exceed \$250,000 during the **Period of Insurance**.

2.2.7 Loss Preparation Costs

The **Insurer** will indemnify the **Insured** for the reasonable fees, costs or expenses incurred by the **Insured** at the request of the **Insurer** for the purpose of collecting, preparing and submitting evidence and calculations in respect of any **First Party Loss** covered under this **Policy**.

The total aggregate liability of the **Insurer** under this Extension shall not exceed \$100,000 during the **Period of Insurance**.

2.2.8 Phishing Fraud Costs

The **Insurer** will indemnify the **Insured** for **Phishing Fraud Costs** incurred by the **Insured** directly resulting from digital media or communication designed to impersonate the **Insured** and distributed to deceive and defraud a **Third Party** under false pretences, solely in consequence of a **Security or Privacy Breach Event** covered under this **Policy**, first discovered by the **Insured** and notified to the **Insurer** during the **Period of Insurance**, provided that:

- a. such digital media or communication was not created or consensually enabled by an **Employee, Individual Contractor** or **Principal**;
- b. the **Insurer** will only make payment where it can be reasonably established that the design and distribution of such digital media or communication was solely possible and directly connected to a **Security or Privacy Breach Event** that was covered under this **Policy**; and
- c. the **Insured** obtains prior written consent from the **Insurer** before incurring any **Phishing Fraud Costs**, where such consent shall not be withheld or delayed unreasonably by the **Insurer**.

The total aggregate liability of the **Insurer** under this Extension shall not exceed \$250,000 during the **Period of Insurance**.

2.2.9 Reputational Damage Loss

The **Insurer** will indemnify the **Insured** for **Reputational Damage Loss** incurred by the **Insured** directly in respect of any negative publication or broadcast, solely in consequence of a **Security or Privacy Breach Event, Ransom Event** or **System Interruption Event** first discovered by the **Insured** and notified to the **Insurer** during the **Period of Insurance**, provided that:

- a. the maximum duration of indemnification for such **Reputational Damage Loss** by the **Insurer** shall not exceed 180 days effective from the date that such negative publication or broadcast first occurred;
- b. such **Reputational Damage Loss** shall not include any **Crisis Response Costs** or the regular operating or overhead costs or expenses incurred by an **Insured**, including regular or overtime wages, salaries or remuneration of any **Employee, Individual Contractor** or **Principal**; and
- c. no admission of liability is made by the **Insured** and payment of any **Reputational Damage Loss** shall not constitute an admission or assumption of liability by the **Insurer**.

The total aggregate liability of the **Insurer** under this Extension shall not exceed \$250,000 during the **Period of Insurance**.

2.2.10 Reward Payment Recovery Costs

The **Insurer** will indemnify the **Insured** for any amount offered by the **Insured** for information that leads to the arrest or conviction of any natural person or other entity committing, or attempting to commit, an illegal act related to a **Security or Privacy Breach Event** or **Ransom Event** during the **Period of Insurance**, provided that:

- a. at least one **Principal** consents by written statement to the payment of such amounts;
- b. the **Insured** obtains prior written consent from the **Insurer** before incurring any amount, where such consent shall not be withheld or delayed unreasonably by the **Insurer**; and
- c. the **Insurer** shall only indemnify such amounts where payment is made to a **Third Party** who is a natural person not affiliated with, or contracted or employed by, the **Insured**.

The total aggregate liability of the **Insurer** under this Extension shall not exceed \$250,000 during the **Period of Insurance**.

2.2.11 Software Upgrade Costs

The **Insurer** will indemnify the **Insured** for the reasonable fees, costs or expenses incurred by the **Insured** in respect of the replacement or restoration of damaged, corrupted or compromised **Software** within the **Computer System**, with an updated, upgraded, supported or enhanced version of such **Software**, arising from a **Security or Privacy Breach Event, Ransom Event** or **System Interruption Event** during the **Period of Insurance**, provided that:

- a. the replacement or restoration of such **Software** is deemed by the **Insurer** to be unavoidable or reasonably necessary or justifiable due to standard technological advancements, efficiencies and improvements;
- b. such fees, costs or expenses shall not include any recurring licensing fees; and
- c. the **Insured** obtains prior written consent from the **Insurer** before incurring any fees, costs or expenses, where such consent shall not be withheld or delayed unreasonably by the **Insurer**.

The total aggregate liability of the **Insurer** under this Extension shall not exceed \$250,000 during the **Period of Insurance**.

2.2.12 Telecommunication Phreaking And Computational Resource Hijacking Costs

The **Insurer** will indemnify the **Insured** for any telecommunication or electricity usage charges incurred by the **Insured** directly caused by an unauthorised or malicious act of telecommunication phreaking or computational resource hijacking arising from **Security or Privacy Breach Event** first discovered by the **Insured** and notified to the **Insurer** during the **Period of Insurance**, provided that:

- a. any payment made by the **Insurer** will be limited to that portion of such usage charges which exceeds the average telecommunication or electricity usage charges commonly paid by the **Insured**;
- b. the **Insurer** shall not indemnify any usage charges that have been refunded, recovered or waived by, or on behalf of, the telecommunications or electricity provider; and
- c. the **Insurer** will not be liable for usage charges arising directly or indirectly from, in connection with or in respect of any deliberate, negligent or wrongful misuse or overuse of any equipment, service or system operated by, or on behalf of, the **Insured**, by any authorised **Employee** or **Third Party**.

The total aggregate liability of the **Insurer** under this Extension shall not exceed \$250,000 during the **Period of Insurance**.

2.3 Optional Extensions

2.3.1 Social Engineering Fraud Loss

If Optional Extension 'Social Engineering Fraud Loss' is noted as 'Included' in the **Schedule**, then the **Insurer** will indemnify the **Insured** for **Crime Loss** incurred by the **Insured** arising from a **Social Engineering Fraud**, first discovered by the **Insured** and notified to the **Insurer** during the **Period of Insurance**, provided that the total aggregate liability of the **Insurer** for such **Crime Loss** shall not exceed the 'Social Engineering Fraud Sub-limit' specified in the **Schedule** during the **Period of Insurance**.

It is also noted and agreed that, where cover under this Optional Extension has been elected by the **Insured**, part a. of Insuring Clause 2.1 and Extensions 2.2.2 'Codex Crisis Response Services', 2.2.9 'Reputational Damage Loss' and 2.2.10 'Reward Payment Recovery Costs' shall also apply to those amounts covered arising from, or relating to, such **Social Engineering Fraud**.

Section 3 - Public And Products Liability Coverage

3.1 Insuring Clause

The **Insurer** will indemnify the **Insured** for **Compensation** and **Defence Costs** in respect of legal liability arising from **Personal Injury** or **Property Damage** as the result of an **Occurrence** happening during the **Period of Insurance** in connection with the **Business Operation**.

3.2 Extensions

3.2.1 Additional Insurable Entities

Solely in respect of and subject to all terms and conditions applicable to Section 3 - Public And Products Liability Coverage of the **Policy**, the **Insurer** agrees that the definition of **Insured** in the **Policy** will include:

- a. any member or office bearer of a canteen, social or sporting club, panel, council, committee or other unincorporated association or educational, welfare or childcare facilities operated primarily for the benefit of any **Employee**, including internal first aid, medical, fire warden, security or ambulance services, established with the consent of the **Insured**, but only whilst acting within such capacity;
- b. any **Principal Entity** but only for legal liability arising from **Personal Injury** or **Property Damage** that is directly caused by work performed by the **Insured** for, or on behalf of, that **Principal Entity**, provided that:
 - i. such indemnification is a contractual requirement of the **Insured** and the **Occurrence** is such that, if it were made against the **Insured**, the **Insured** would have been entitled to indemnity under the **Policy**;
 - ii. the liability of the **Insurer** shall not exceed the lesser of the minimum amount of liability insurance cover required by the contract to perform the work and the **Limit of Indemnity**; and
 - iii. this **Policy** shall not extend to provide cover in respect of any legal liability arising from the conduct of the **Principal Entity** itself or other events not covered by this **Policy**;
- c. any contractor or sub-contractor but only for legal liability arising from **Personal Injury** or **Property Damage** that is directly caused by work performed by that contractor or sub-contractor for, or on behalf of, the **Insured**, provided that:
 - i. such work performed by the contractor or sub-contractor must form part or all of the work that the **Insured** is contractually required to perform for a **Third Party**;
 - ii. the **Occurrence** is such that, if it were made against the **Insured**, the **Insured** would have been entitled to indemnity under the **Policy**; and
 - iii. the liability of the **Insurer** shall not exceed the lesser of the minimum amount of liability insurance cover required by the contract to perform the work and the **Limit of Indemnity**;

- d. any **Lessor** that leases equipment or a premises to the **Insured** but only for legal liability arising from **Personal Injury** or **Property Damage** that is directly caused by the ownership, maintenance or use of such equipment or premises by the **Insured**, provided that:
- i. such indemnification is a contractual requirement of the **Insured** noted through a written contract or lease agreement which has been mutually signed or entered into by both the **Lessor** and **Insured** before the date of any **Occurrence**;
 - ii. the **Occurrence** takes place during the period that the written contract or lease agreement is valid and effective and is such that, if it were made against the **Insured**, the **Insured** would have been entitled to indemnity under the **Policy**;
 - iii. such premises shall be limited to that specific portion of the building or location that is being leased by the **Insured** in connection with the **Business Operation** as defined by the written contract or lease agreement;
 - iv. the **Insurer** will not be liable for any **Occurrence** arising directly or indirectly from, in connection with or in respect of any structural alteration, construction or demolition work performed by, or on behalf of, the **Lessor**;
 - v. the liability of the **Insurer** shall not exceed the lesser of the minimum amount of liability insurance cover required by the contract or lease agreement to lease such equipment or premises and the **Limit of Indemnity**; and
 - vi. this **Policy** shall not extend to provide cover in respect of any legal liability arising from the conduct of the **Lessor** itself or other events not covered by this **Policy**;
- e. any **Vendor** but only for legal liability arising from **Personal Injury** or **Property Damage** that is directly caused by the sale or distribution of the **Information and Communications Technology Products**, including any servicing or maintenance of such **Information and Communications Technology Products** authorised by the **Insured**, provided that:
- i. such indemnification is a contractual requirement of the **Insured** and the **Occurrence** is such that, if it were made against the **Insured**, the **Insured** would have been entitled to indemnity under the **Policy**;
 - ii. the liability of the **Insurer** shall not exceed the lesser of the minimum amount of liability insurance cover required by the contract to perform such sale or distribution and the **Limit of Indemnity**; and
 - iii. the **Insurer** will not be liable for any **Occurrence** arising directly or indirectly from, in connection with or in respect of any relabelling, installation, repair, demonstration, repacking, modification, representation or warranty not authorised by the **Insured**;
- f. the estate, heirs, legal representatives, legal assignees or other personal representatives of any **Employee** or **Principal** who has been declared legally incapacitated, deceased, insolvent or bankrupt; and

- g. the lawful spouse or domestic partner of any **Employee** or **Principal**, solely by reason of legal status or common ownership interest in property as a lawful spouse or domestic partner of the **Employee** or **Principal**.

For the sake of clarity, any beneficiary covered by this Extension as an **Insured** must comply with the terms and conditions of this **Policy** (including payment of **Excess** amounts due), however nothing in this Extension shall preclude the **Insured** from the right to indemnity under this **Policy** should such beneficiary instigate proceedings against the **Insured** in respect of any **Occurrence** covered under this **Policy**.

3.2.2 Cross Liability

The **Insurer** agrees that, if the **Insured** consists of multiple entities, each entity will be considered as a distinct and separate **Insured** under the **Policy** such that the **Insurer** had issued a separate **Policy** to each entity, but nothing herein contained shall operate to increase the applicable **Limit of Indemnity**.

3.2.3 Emergency First Aid Liability And Expenses

The **Insurer** will indemnify the **Insured** for **Compensation** and **Defence Costs** in respect of legal liability arising from **Personal Injury** or **Property Damage** in connection with the rendering of, or failure to render, emergency first aid and assistance to a person in an emergency situation or accident, as the result of an **Occurrence** happening during the **Period of Insurance**, provided that the **Insured** is not engaged in a professional capacity to provide such first aid and assistance by another **Third Party**.

The **Insurer** will also reimburse the **Insured** for the reasonable fees, costs or expenses incurred by the **Insured** in the rendering of such emergency first aid and assistance as the result of an **Occurrence** which is otherwise covered by this **Policy**.

3.2.4 Premises Liability

The **Insurer** will indemnify the **Insured** for **Compensation** and **Defence Costs** in respect of legal liability arising from **Property Damage** in connection with a premises, including any contents contained within such premises, permanently or temporarily occupied, tenanted, leased or hired by the **Insured** in the conduct of the **Business Operation** as the result of an **Occurrence** happening during the **Period of Insurance**, provided that such physical damage or destruction was not caused by the **Insured** whilst performing works on any part of the premises.

3.2.5 Product Recall Expenses

The **Insurer** will indemnify the **Insured** for **Product Recall Expenses** incurred by the **Insured** in respect of any unintentional error, omission or deficiency in the manufacture, design or labelling of the **Information and Communications Technology Products**, resulting in actual or potential **Personal Injury** or **Property Damage** which necessitates, whether by government or other regulatory body ruling or otherwise, the recall of possession or control of such **Information and Communications Technology Products**, provided that such unintentional error, omission or deficiency is first discovered by the **Insured** during the **Period of Insurance** and the actual or potential **Personal Injury** or **Property Damage** is covered under this **Policy**.

The **Insurer** will not be liable for any **Product Recall Expenses** arising directly or indirectly from, in connection with or in respect of:

- a. any **Information and Communications Technology Products** with unique product identifiers that differ to those assigned to the **Information and Communications Technology Products** subject to such recall that is coverable under this Extension, unless such **Information and Communications Technology Products** relate to a separate matter covered under this Extension;
- b. any loss of goodwill, including any costs incurred in regaining such goodwill;
- c. any error, omission, defect or deficiency that an **Insured** was, or of which a reasonable person in the circumstances would have discovered or been, aware of at the time the **Policy** was effected;
- d. the use or incorporation of any legally prohibited, banned or unsafe materials, including as declared by government or other regulatory body ruling, but only where such use or incorporation continues after the prohibition, banning or unsafe status of such material is reasonably discovered by the **Insured**; or
- e. the deconstruction, demolition, disassembly, dismantling, reconstruction or restoration of any premises, property or structure required to facilitate the extraction and removal of any **Information and Communications Technology Products** from such premises, property or structure.

For the sake of clarity, actions taken to regain possession or control of other **Information and Communications Technology Products** that are similar or materially related to, and exhibiting identical adverse conditions or characteristics of, the recall affected **Information and Communications Technology Products** covered under this Extension shall form part of such recall.

The total aggregate liability of the **Insurer** under this Extension shall not exceed \$500,000 during the **Period of Insurance**.

3.2.6 Product Warranty Or Guarantee

The **Insurer** will indemnify the **Insured** for **Compensation** and **Defence Costs** in respect of legal liability arising from **Personal Injury** or **Property Damage** in connection with any warranty or guarantee granted by the **Insured** solely in relation to the **Information and Communications Technology Products**, but only to the extent that such legal liability otherwise arises in the absence of such warranty or guarantee or is assumed under any terms, conditions or warranties implied by statute concerning the necessary standard of quality, safety or fitness for purpose of such **Information and Communications Technology Products**.

3.2.7 Property In Care, Custody Or Control

The **Insurer** will indemnify the **Insured** for **Compensation** and **Defence Costs** in respect of legal liability arising from **Property Damage** in connection with any:

- a. **Land Vehicle** not owned or used by, or on behalf of, the **Insured**, but only while such **Land Vehicle** is stationary in a car park owned or operated by the **Insured** other than for income or reward as a car park operator;

- b. clothing or personal effects of any **Principal, Employee** or visitor;
- c. tools or equipment utilised by the **Insured** in the provision of the **Information and Communications Technology Services** and/or **Information and Communications Technology Products**; or
- d. other property not owned by the **Insured** and not otherwise excluded under this **Policy**, subject to the total aggregate liability of the **Insurer** not exceeding \$500,000 during the **Period of Insurance**,

provided that such property was in the temporary care, custody or control of the **Insured** at the time of the **Occurrence** and shall not include any land or freestanding structures.

3.2.8 Waiver Of Subrogation

The **Insurer** shall waive the right of recovery that would otherwise have been accessible against a **Third Party** for amounts payable under this Section where the **Insured** has waived such rights of recovery against such **Third Party** within any contract or agreement, provided such contract or agreement was executed before the coverable incident occurred.

Section 4 – Exclusions

The **Insurer** will not be liable for any **Compensation, Defence Costs** or any other amounts, whether specified in this **Policy** or otherwise, arising directly or indirectly from, in connection with or in respect of:

4.1 Aircraft, Drone, Hovercraft And Watercraft

- 4.1.1 the ownership, operation, maintenance, use, possession, legal control, loading or unloading by, or on behalf of, the **Insured** of any **Aircraft, Drone, Hovercraft** or **Watercraft**, except where such **Watercraft** or **Hovercraft** is owned and operated by a **Third Party** and used by an **Insured** solely for business entertainment purposes, or
- 4.1.2 any **Information and Communications Technology Products** incorporated or installed, with the prior reasonable knowledge of the **Insured**, in an **Aircraft** or **Drone** which controls or affects the safety, propulsion, navigation or flying capabilities of such **Aircraft** or **Drone**.

4.2 Anti-competitive Practices And Trade

any actual or alleged breach of any anti-competitive, antitrust, unfair competition or restraint of trade law, legislation or regulation, including but not limited to Part IV of the Competition and Consumer Act 2010 (Cth) or any amendment, re-enactment, replacement or successor of such legislation or similar legislation in other jurisdictions, or unlawful and intentional interference with any contractual or business relations of a **Third Party**.

4.3 Asbestos And Silicon Dioxide

- 4.3.1 asbestos, including derivatives of asbestos, or any material, property or product actually or allegedly containing asbestos, or
- 4.3.2 silicon dioxide or silica, including derivatives of silicon dioxide or silica, or any material, substance or property actually or allegedly containing silicon dioxide or silica.

4.4 Assumed Liability

- 4.4.1 any contractual or assumed liability or obligation, including any liquidated damages, accepted under any contract, deed or agreement, or
- 4.4.2 any liability assumed under any guarantee or warranty granted by, or on behalf of, the **Insured**,

unless the **Insured** would have otherwise been legally liable in the absence of such contractual or assumed liability, provided that this Exclusion shall not apply to Extensions 1.2.10 'Contractual Breach Costs', 1.2.12 'Contractual Liability', 1.2.21 'Intellectual Property License Agreement Liability', 1.2.26 'Payment Card Industry Data Security Payments', 1.2.28 'Proportionate Liability' and 3.2.6 'Product Warranty Or Guarantee'.

4.5 Cryptographic Assets

the loss, theft, depreciation, deprivation, deflation, devaluation, misallocation, misplacement or disappearance of any cryptographic assets, including but not limited to any cryptographic currencies and non-currency cryptographic assets such as tokens, provided that this Exclusion shall not apply to any **Ransom Payments** arising from a **Ransom Event** covered under this **Policy**.

4.6 Directors And Officers

any **Insured** whilst acting in the capacity of a director or officer in a company, association or other legal entity, including as a de jure, de facto or shadow director.

This Exclusion shall only apply to Section 1 - Technology Professional Indemnity And Cyber Liability Coverage.

4.7 Electromagnetic Field, Electromagnetic Radiation Or Electromagnetism

any Electromagnetic Field (EMF), Electromagnetic Radiation (EMR) or any other magnetism produced by electrical current flows including any derivation or variation thereof.

4.8 Employee Fund Administration

any violation of the responsibilities, obligations or duties attributed to any fiduciary custodian, guardian, trustee, executor, administrator or any other role involving the administration of any employee benefit plan or superannuation fund established or maintained for any **Employee**.

4.9 Employment Liability

4.9.1 any **Personal Injury** to any natural person arising out of, or sustained in the course of, employment by any **Insured**, including any breach of responsibilities, obligations or duties owed to such natural person as an employer, but only where such **Insured** is or would have been indemnified or entitled to be indemnified (either in whole or in part or whether limited in amount or otherwise) in respect of claims for damages under any fund scheme, insurance policy or self-insurance licence arranged or that ought to have been arranged (whether by law or otherwise) in accordance with any workers' compensation legislation or accident compensation legislation;

4.9.2 any **Personal Injury** to any natural person arising out of, or sustained in the course of, employment by any **Insured** in Western Australia, other than a natural person of whom any **Insured** is deemed to be an employer of by reason only of Section 175 of the Workers' Compensation and Injury Management Act 1981 (WA) or any amendment, re-enactment, replacement or successor of such legislation; or

4.9.3 any liability pursuant to or imposed by the provisions set forth within any workers' compensation, unemployment compensation, employer's liability, disability benefits or accident compensation legislation or any industrial award, agreement or determination, where such liability would not have been imposed in the absence of such provisions or industrial award, agreement or determination,

provided that this Exclusion shall not apply to any **Claim** made by an **Employee** arising from a **Security or Privacy Breach Event** relating to the unauthorised or unintentional disclosure of **Personal Information** belonging to such **Employee**.

4.10 Faulty Workmanship

the repair, re-performance, replacement, reconditioning, reinstatement, completion, correction or improvement of any part of any property by reason of incorrect work performed by, or on behalf of, the **Insured**, including the use of any materials or equipment which are, or are proved to be, defective or inadequate in connection with such work, provided that this Exclusion shall not apply to any **Personal Injury** or **Property Damage** resulting therefrom.

This Exclusion shall only apply to Section 3 - Public And Products Liability Coverage.

4.11 Fines, Penalties, Aggravated, Exemplary Or Punitive Damages

any fines, penalties, sanctions, taxes, treble or other multiple compensatory damages, exemplary, punitive, liquidated or aggravated damages, or any liability or other damages deemed uninsurable at law, provided that this Exclusion shall not apply to Extensions 1.2.3 'Civil Fines And Penalties' and 1.2.26 'Payment Card Industry Data Security Payments'.

4.12 Government Intervention

the seizure, confiscation, appropriation, expropriation, nationalisation or destruction of the **Computer System**, or the mandated restriction, cessation or closure of any **Computer System** or entity or natural person operating such **Computer System**, by action or order of any public, local or governmental authority, including any foreign enemy, military or usurped power acting in such capacity, provided that this Exclusion shall not apply to any such action or order solely concerning a **Computer System** directly affected by a **Security or Privacy Breach Event** or **Ransom Event** that is covered under this **Policy**.

This Exclusion shall only apply to Section 2 - Cyber Crisis Response And Reimbursement Coverage.

4.13 Illegal Or Restricted Content

any actual or alleged failure by, or on behalf of, the **Insured** to cease or prevent the publication, production, hosting or distribution of any content, media or material that:

4.13.1 exhibits sexually explicit conduct which breaches or violates any legislation, including child sexual abuse or non-consensual intimate material, or

4.13.2 promotes, threatens, enables or instigates abuse, molestation or sexual exploitation, including human or sex trafficking, or physical violence, self-inflicted harm or other related harm, including terrorism,

provided that this Exclusion shall not apply where such publication, production, hosting or distribution directly results from the unauthorised or malicious access to, or usage of, a **Computer System** covered under this **Policy**.

4.14 Illicit Conduct

- 4.14.1 any criminal, dishonest, fraudulent or malicious act or omission committed or condoned by any **Insured**;
- 4.14.2 any intentional or deliberate breach of any statute committed or condoned by any **Insured**;
- 4.14.3 any gaining of profit, remuneration, financial or non-financial advantage by the **Insured** to which the **Insured** was not legally entitled; or
- 4.14.4 any intentional or deliberate unauthorised, surreptitious or wrongful use or collection of **Personal or Confidential Information** by an **Insured**, including failure to provide reasonable notice in relation to the use or collection of such **Personal or Confidential Information**,

provided that such conduct:

- a. must be confirmed through formal admission, including adverse admission under oath, by the offending **Insured** or by final and non-appealable adjudication of a judicial or arbitral tribunal, other than any proceeding initiated by the **Insurer**, and
- b. shall not be imputed to any other **Insured** covered under this **Policy**, unless such **Insured** was a **Senior Manager** at the time the conduct had occurred and had knowingly engaged in or condoned such conduct.

This Exclusion shall only apply to Section 1 - Technology Professional Indemnity And Cyber Liability Coverage and Section 2 - Cyber Crisis Response and Reimbursement Coverage, but not in respect of Extensions 1.2.14 'Criminal, Dishonest, Fraudulent Or Malicious Conduct'.

4.15 Impairment Of Property

the deprivation of use of any tangible property which has not been physically damaged, lost or destroyed, resulting from:

- 4.15.1 a delay in or lack of performance by or on behalf of an **Insured** in respect of any contract or agreement, or
- 4.15.2 the failure of the **Information and Communications Technology Products** to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by an **Insured**,

provided that this Exclusion shall not apply where such deprivation of use has been caused by or arises from the sudden and accidental damage to, or loss or destruction of, the **Information and Communications Technology Products** whilst being utilised by any **Third Party**.

This Exclusion shall only apply to Section 3 - Public And Products Liability Coverage.

4.16 Information Technology And Cyber Hazards

any legal liability directly or indirectly caused by or arising from:

4.16.1 any access to or disclosure of any **Personal or Confidential Information**;

4.16.2 the total or partial:

- i. destruction, distortion, erasure, corruption, theft, misappropriation, misuse or alteration of;
- ii. inability or failure to receive, send, access, manipulate or use; or
- iii. deprivation of use or reduction in functionality of, restriction of access, or inability to manipulate, repair, replace, restore or reproduce,

any **Data**; or

4.16.3 any corruption, deprivation of use or misuse of, or inability to access, process, use or operate any **Computer System**,

provided that this Exclusion shall not apply to any:

- a. loss of, physical damage to or destruction of tangible property, other than **Data**, including the deprivation of use thereof but only resulting therefrom;
- b. death, bodily injury, sickness or disease, other than mental impairment, mental injury, mental anguish, shock, fright, mental illness, humiliation, discrimination or any injury arising out of invasion of privacy, breach of confidentiality, defamation or loss of consortium, sustained by a natural person; or
- c. mental anguish, mental injury, shock, fright or loss of consortium solely caused by or arising from the circumstances described in sub-clause (4.16.3) above.

This Exclusion shall only apply to Section 3 - Public And Products Liability Coverage.

4.17 Infrastructure And Utility Failure

the systemic breakdown, failure, interruption, disruption, degradation, deterioration, corruption, diminishment, impairment or outage of any infrastructure or utility operated or controlled by a **Third Party** which facilitates, supplies, maintains, processes, integrates or distributes any:

4.17.1 energy, power, electricity, water, gas, oil, fuel, sewerage, wastewater or other resource;

4.17.2 telephone, cable, satellite, telecommunication or other communication line;

4.17.3 internet access or connection, including any Domain Name System (DNS), Certificate Authority (CA) or Internet Service Provider (ISP); or

4.17.4 financial transaction or payment, including any securities exchange or clearing house.

This Exclusion shall only apply to Section 2 - Cyber Crisis Response And Reimbursement Coverage.

4.18 Injunctive Compliance Costs

the cost of complying with any injunctive, declaratory, equitable or other non-monetary relief, including specific performance orders or other agreements to provide such relief, provided that this Exclusion shall not apply to Extension 1.2.6 'Consumer Redress Fund Payments'.

4.19 Insolvency

the **Insolvency** of any **Insured** or any supplier, contractor, sub-contractor consultant or agent used by the **Insured**.

4.20 Intellectual Property

any plagiarism, infringement, misappropriation or violation of any registered or unregistered intellectual property, including patents, trademarks, copyrights, slogans, marks, service marks, service names, design rights and registrations, domain name registrations, geographical indications, utility model patents, integrated circuit topography layout rights, database rights, certification marks, trade dresses, trade names or trade secrets or any other forms of intellectual property.

This Exclusion shall only apply to Section 2 - Cyber Crisis Response And Reimbursement Coverage and Section 3 - Public And Products Liability Coverage.

4.21 Land Vehicles

the use of any **Land Vehicle** owned by, or in the physical or legal control of, the **Insured** which is, or is required to be, registered or insured, whether such insurance or registration is effective or otherwise, by virtue of any legislation which applies to the use of such **Land Vehicles**, provided that this Exclusion shall not apply to any:

4.21.1 **Personal Injury** or **Property Damage** occurring during the loading or unloading of any **Land Vehicle** caused by or arising from the collection or delivery of any products or goods from or to the **Land Vehicle**, but only where such **Personal Injury** or **Property Damage** occurs beyond the limits of any carriageway or thoroughfare (for sake of clarity, a stopping area, such as a loading zone or pedestrian thoroughfares, constitute as being beyond such limits) and insurance for such liability is not required by virtue of any legislation;

4.21.2 **Personal Injury** or **Property Damage** caused by or arising from the use of any tool, plant or equipment forming part of, attached to or used in connection with any **Land Vehicle**, subject to insurance for such liability not being required by virtue of any legislation;

4.21.3 **Personal Injury** indemnified under insurance required by virtue of any legislation, but only where such insurance does not provide indemnity for any reason other than an actual or alleged breach of any legislation relating to any **Land Vehicle**; or

4.21.4 accidental or erroneous failure to maintain such insurance,

provided that this Exclusion shall not apply to Extension 3.2.7 'Property In Care, Custody Or Control'.

4.22 Personal Injury And Property Damage

any **Personal Injury** or **Property Damage**, provided that this Exclusion shall not apply to **Crisis Response Costs** following the physical theft or loss of **Hardware** on which **Data** is stored.

This Exclusion shall only apply to Section 2 - Cyber Crisis Response And Reimbursement Coverage, but not in respect of Extension 2.2.5 'Hardware Property Damage And Corruption Repair And Replacement Costs'

4.23 Physical Events And Natural Perils

any fire, smoke, explosion, lightning, wind, water, flood, earthquake, volcanic eruption, storm, subsidence, tidal wave, tsunami, avalanche, tornado, cyclone, blizzard, wildfire, mudslide, sinkhole, heatwave, solar flare, meteor impact, landslide, riot, hail, dust storm, subterranean fire or any other physical event however caused.

This Exclusion shall only apply to Section 2 - Cyber Crisis Response And Reimbursement Coverage.

4.24 Physical Or Legal Stewardship Of Property

any **Property Damage** to any property owned by, or in the physical or legal stewardship of, an **Insured**, provided that this Exclusion shall not apply to any premises tenanted, leased, hired or rented by the **Insured**.

This Exclusion shall only apply to Section 3 - Public And Products Liability Coverage, but not in respect of Extension 3.2.7 'Property In Care, Custody Or Control'.

4.25 Pollution

4.25.1 any actual, alleged or threatened discharge, dispersal, release, disposal, seepage, migration or escape of **Pollutants**, including the prevention thereof, into or upon any property, land, watercourse, body of water (including groundwater) or the atmosphere, or

4.25.2 any directive or request for, or voluntary action by, any **Insured** to assess, examine or test for, monitor, contain, treat, detoxify, remove, nullify, rectify, neutralise or clean-up any **Pollutants**,

provided that this Exclusion shall not apply where such discharge, dispersal, release, disposal, seepage, migration or escape arises from a sudden, identifiable, unintended and unexpected event which takes place entirely at a specific time and location and occurs outside of the **United States of America**.

4.26 Prior and Pending Claims Or Circumstances

4.26.1 any **Claim** or **Inquiry** first made against or in any way intimated to, or any **Cyber Event** resulting in a **First Party Loss** incurred by, the **Insured** prior to the commencement of the **Period of Insurance** or as disclosed in the **Submission**, or

4.26.2 any incident, fact, matter or circumstance:

- i. that occurred prior to the commencement of the **Period of Insurance** and for which the **Insured** had reasonable knowledge or notice may give rise to a **Claim, Inquiry** or **Cyber Event** covered under this **Policy**;
- ii. that was disclosed, or ought reasonably to have been disclosed, in the latest **Submission** or was notified by the **Insured** under any other insurance policy prior to the commencement of the **Period of Insurance**; or
- iii. alleged or discovered within, relating to or underlying any **Claim** or **Inquiry** made against, or any **Cyber Event** resulting in a **First Party Loss** incurred by, the **Insured** prior to the commencement of the **Period of Insurance**.

This Exclusion shall only apply to Section 1 - Technology Professional Indemnity And Cyber Liability Coverage and Section 2 - Cyber Crisis Response And Reimbursement Coverage, but not in respect of Extension 1.2.7 'Continuous Cover'.

4.27 Product Defect

any **Property Damage** to **Information and Communications Technology Products** caused by or arising from the defectiveness, abrasiveness, inefficacy or unsuitability of such **Information and Communications Technology Products**, provided that this Exclusion shall not apply to any **Personal Injury** or **Property Damage** resulting therefrom.

This Exclusion shall only apply to Section 3 - Public And Products Liability Coverage.

4.28 Product Recall Or Replacement

the recall, withdrawal, adjustment, repair, inspection, replacement or disposal of any **Information and Communications Technology Products** or property of which such **Information and Communications Technology Products** form a part, provided that this Exclusion shall not apply to any legal liability resulting from the physical damage to, or loss or destruction of, any **Information and Communications Technology Products** caused by or arising from other **Information and Communications Technology Products** being independent and unrelated of each other at the time of such physical damage, loss or destruction.

This Exclusion shall only apply to Section 3 - Public And Products Liability Coverage, but not in respect of Extension 3.2.5 'Product Recall Expenses'.

4.29 Professional Liability

the rendering of, or failure to render, any professional advice or services, including but not limited to the **Information and Communications Technology Services**, provided by, or on behalf of, an **Insured** or any error or omission connected therewith.

For the purpose of this Exclusion, professional advice or services means those acts or services requiring specialised knowledge, skill or professional judgement that the **Insured** renders to others pursuant to a written agreement and for a fee or other consideration.

This Exclusion shall only apply to Section 3 - Public And Products Liability Coverage, but not in respect of Extension 3.2.3 'Emergency First Aid Liability And Expenses'.

4.30 Radioactivity

4.30.1 ionising radiation or contamination by radioactivity from any nuclear fuel or waste or from the combustion of nuclear fuel, including any self-sustaining process of nuclear fission;

4.30.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear reactor, storage, production, disposal or processing facility, or nuclear device, installation or other assembly, including any nuclear component thereof; or

4.30.3 any weapon incorporating, either singularly or conjointly, atomic or nuclear fission or fusion or other similar reaction or radioactive force or matter.

4.31 Re-performance Costs

the cost of re-performing the **Information and Communications Technology Services** and/or **Information and Communications Technology Products**, resulting from any actual or alleged non-fulfilment or negligent performance of the original contractual obligations, whether expressed or implied, by or on behalf of, the **Insured**.

This Exclusion shall only apply to Section 1 - Technology Professional Indemnity And Cyber Liability Coverage.

4.32 Rectification Costs

the cost of withdrawing, recalling, inspecting, repairing, adjusting, removing, remediating or replacing any **Information and Communications Technology Services** and/or **Information and Communications Technology Products** incurred by, or on behalf of, the **Insured**, including any property containing, incorporating or affected by, or content, information or material accompanying, such **Information and Communications Technology Services** and/or **Information and Communications Technology Products**.

This Exclusion shall only apply to Section 1 - Technology Professional Indemnity And Cyber Liability Coverage and Section 2 - Cyber Crisis Response And Reimbursement Coverage, but not in respect of part c. of Insuring Clause 2.1 and Extensions 1.2.24 'Loss Of Documents And Data', 1.2.25 'Mitigation Of Loss', 2.2.1 'Additional Increased Cost Of Working', 2.2.5 'Hardware Property Damage And Corruption Repair And Replacement Costs' and 2.2.11 'Software Upgrade Costs'.

4.33 Related Entities

any **Claim** brought by:

4.33.1 any **Insured**;

- 4.33.2 any **Subsidiary**;
- 4.33.3 any joint venture party or partner;
- 4.33.4 any parent or controlling entity, successor or assign of any **Insured**;
- 4.33.5 any company, trust or other entity that shares a common parent or controlling entity, successor or assign with the **Insured**;
- 4.33.6 any company, trust or other entity which is wholly owned, managed, operated or controlled directly or indirectly by any **Insured** or the appointed nominee or trustee of such **Insured**;
- 4.33.7 any company, trust, natural person or other entity which has or had a direct or indirect financial, executive or controlling interest greater than 20% in the **Insured**;
- 4.33.8 any company in which an **Insured** has direct or indirect financial interest greater than 20% and appointed board representation;
- 4.33.9 any trustee of a trust of which an **Insured** or a **Family Member** is a beneficiary; or
- 4.33.10 any **Family Member** or any company owned or controlled by a **Family Member**, unless such **Claim** arises without the co-operation or solicitation of any **Insured**,

provided that this Exclusion shall not apply to any **Claim** brought by:

- a. an **Insured** against another **Insured** for the purposes of contribution or indemnity where a **Claim** is brought by a **Third Party**, or
- b. an **Employee** or **Individual Contractor**, but only where such **Claim** arises from the provision of the **Information and Communications Technology Services** and/or **Information and Communications Technology Products** directly to an **Employee** or **Individual Contractor**, or a **Security or Privacy Breach Event** relating to the unauthorised or unintentional disclosure of **Personal Information** belonging to an **Employee** or **Individual Contractor**.

This Exclusion shall only apply to Section 1 - Technology Professional Indemnity And Cyber Liability Coverage.

4.34 Retroactive Date

any **Claim** or **Inquiry** resulting from any conduct or incident occurring or committed prior to the **Retroactive Date**.

This Exclusion shall only apply to Section 1 - Technology Professional Indemnity And Cyber Liability Coverage.

4.35 Social Engineering

any intentional misrepresentation of a fact by a **Third Party** which is relied upon by an **Insured** in effecting or authorising the transfer of **Money** or the despatch or release of tangible property

when that **Insured** concerned is innocent of, and not complicit, in any dishonest or fraudulent act.

This Exclusion shall only apply to Section 2 - Cyber Crisis Response And Reimbursement Coverage, but not in respect of Optional Extension 2.3.1 'Social Engineering Fraud Loss'.

4.36 Terrorism

any act, including but not limited to the use of force or violence or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, which from its nature or context is done for, or in connection with political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government or to put the public, or any section of the public, in fear, provided that this Exclusion shall not apply to **Cyberterrorism**.

For the sake of clarity, this Exclusion shall not apply to any such acts that are otherwise excluded under Exclusion 4.40 'War And Cyber Operation'.

4.37 Trading Losses And Debts

4.37.1 any financial loss incurred by the **Insured** due to the inability or incapacity to execute trades, investments, divestments, purchases or sales of any **Securities** or other financial assets or instruments;

4.37.2 any fluctuation in the valuation of assets owned or controlled by the **Insured**, including **Money, Securities**, tangible property or accounts held in the name of the **Insured** under the custody and control of a financial institution;

4.37.3 the inability of the **Insured** to earn interest or appreciation on any assets; or

4.37.4 any trading debt incurred or any guarantee given in respect of such debt by the **Insured**.

4.38 United States of America Exposure

any **Occurrence** arising out of or in connection with the **Business Operation** conducted in the **United States of America**, provided that this Exclusion shall not apply to:

4.38.1 the sale or distribution of **Information and Communications Technology Products**, including the operation of a sales or distribution office, solely developed or manufactured outside of the **United States of America**, and

4.38.2 any **Employee** or **Principal** who is not a resident of and is temporarily travelling to the **United States of America** solely in the course of employment with the **Insured**, including any work performed by such **Employee** or **Principal**.

This Exclusion shall only apply to Section 3 - Public And Products Liability Coverage.

4.39 Unsolicited Communication

the dissemination of any unsolicited electronic faxes, emails, messages, telephone calls or other communications to actual or prospective customers or clientele of the **Insured** or any other **Third Party**, including any actual or alleged breach or violation of:

- 4.39.1 the Spam Act 2003 (Cth), taking into account amendments within the Competition and Consumer Act 2010 (Cth), or Do Not Call Register Act 2006 (Cth), including any amendment, consolidation, re-enactment, replacement or successor of such legislation, or any other federal, state or foreign anti-spam statute or legislation, or
- 4.39.2 any federal, state or foreign statute, law, ordinance or regulation that prohibits or limits the sending, transmitting, communication or distribution of material or information in any foreign jurisdiction,

provided that this Exclusion shall not apply where such unsolicited electronic faxes, emails, messages, telephone calls or other communications to actual or prospective customers or clientele of the **Insured** or any other **Third Party** was caused by or arose from a **Security or Privacy Breach Event**.

4.40 War And Cyber Operations

- 4.40.1 any **War**;
- 4.40.2 any **Cyber Operation** that is carried out as part of a **War**, or the immediate preparation for a **War**; or
- 4.40.3 any **Cyber Operation** that causes a sovereign state to become an **Impacted State**.

Sub-clause 4.40.3 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**.

Notwithstanding the burden of proof of the **Insurer**, which shall remain unchanged by this clause, in determining attribution of a **Cyber Operation** to a sovereign state, the **Insured** and **Insurer** will consider such objectively reasonable evidence that is available to them. This may include formal or official attribution by the government of the sovereign state in which the **Computer System** affected by the **Cyber Operation** is physically located to another sovereign state or those acting at its direction or under its control.

Section 5 – Special Provisions

5.1 Excess

The **Policyholder** must pay the amount collectively equal to or less than the applicable **Excess** in respect of each **Claim, Inquiry, Cyber Event** or **Occurrence** covered under this **Policy** and the **Insurer** shall only be liable for that portion of any amount payable under this **Policy** which exceeds such **Excess**, unless specified otherwise by any Extension, Optional Extension or **Endorsement** applied to this **Policy**.

The **Excess** shall also apply to any amount covered under an Extension, Optional Extension or **Endorsement** applied to this **Policy** (unless otherwise specified by such Extension, Optional Extension or **Endorsement**), where the selection of such **Excess** shall correspond with the applicable Section within the **Policy** to which both the **Excess** and Extension, Optional Extension or **Endorsement** mutually apply.

Solely in respect of **Business Income Loss** covered under Section 2 - Cyber Crisis Response And Reimbursement Coverage of this **Policy**, the **Insurer** shall only be liable once the **Waiting Period** has expired and where such **Business Income Loss** exceeds the applicable **Excess** amount.

The **Excess** will be deducted from any amounts payable by the **Insurer** before the application of the applicable **Limit of Indemnity**, but shall not erode such **Limit of Indemnity**.

Payment of the **Excess** or part thereof may be made by the **Insurer** for the purpose of disposing or settling any **Claim, Inquiry, Cyber Event** or **Occurrence**, provided that the **Policyholder** shall be required to reimburse the **Insurer** for such payment.

For the sake of clarity, this Special Provision shall not apply to Extensions 1.2.8 'Contract Review Consultation', 1.2.17 'Excess Reduction' and 2.2.2 'Codex Crisis Response Services'.

5.2 Interlocking Coverage

If any **Claim, Inquiry, Cyber Event** or **Occurrence** is covered under multiple Sections or Insuring Clauses within this **Policy**, only a single **Excess** and **Limit of Indemnity** shall apply to such **Claim, Inquiry, Cyber Event** or **Occurrence** being the highest applicable **Excess** and **Limit of Indemnity**.

5.3 Limit Of Indemnity

Unless specified otherwise in the **Policy** or by **Endorsement**, the **Limit of Indemnity** specified in the **Schedule** applicable to:

5.3.1 Insuring Sub-Clause 1.1.1 'Technology Professional Indemnity', shall be the maximum amount payable by the **Insurer** under this **Policy** in respect of each **Claim** for civil liability arising from the provision of the **Information and Communications Technology Services** and/or **Information and Communications Technology Products**;

5.3.2 Insuring Sub-Clause 1.1.2 'Cyber Liability', shall be the maximum amount payable by the **Insurer** under this **Policy** in respect of each **Claim** for civil liability arising from a **Security or Privacy Breach Event** and in the aggregate;

- 5.3.3 Section 1 - Technology Professional Indemnity And Cyber Liability Coverage shall be the maximum aggregate amount payable by the **Insurer** for all **Claims** covered under Insuring Clause 1.1;
- 5.3.4 Section 2 - Cyber Crisis Response and Reimbursement Coverage shall be the maximum amount payable by the **Insurer** in respect of each **Cyber Event** covered under Insuring Clause 2.1 and in the aggregate; and
- 5.3.5 Section 3 - Public and Products Liability Coverage shall be the maximum amount payable by the **Insurer** in respect of each **Occurrence** covered under Insuring Clause 3.1 and, solely where legal liability arises from **Personal Injury** or **Property Damage** in connection with the **Information and Communications Technology Products**, in the aggregate.

For the sake of clarity, the inclusion of more than a singular **Insured** under this **Policy** shall not increase the total amount payable by the **Insurer** under this **Policy** and any sub-limits will form part of, and not in addition to, the applicable **Limit of Indemnity**.

5.4 Multiple Insured Entities

In the event the **Insured** comprises of multiple entities, the **Insurer** will indemnify each entity as though a separate **Policy** had been issued to each entity, provided that the total amount of indemnity granted to all such entities shall not exceed the amount payable had the **Insured** comprised of a single entity being subject to a single **Limit of Indemnity** and **Excess** as specified in the **Schedule**.

For the sake of clarity, this Policy Condition shall not apply to Special Provisions 5.1 'Excess' and 5.3 'Limit Of Indemnity', Policy Condition 6.4 'Cancellation' or any other rights or duties specifically assigned within the **Policy** to the **Policyholder**.

5.5 Related Indemnifiable Matters

Any **Claim**, **Inquiry**, **Cyber Event** or **Occurrence** or series thereof arising out of, consequent upon, attributable to or in respect of the same source or originating cause shall be deemed to be a single **Claim**, **Inquiry**, **Cyber Event** or **Occurrence** respectively and shall only attract a single **Limit of Indemnity** and **Excess**.

5.6 Sanctions

It is a condition of this insurance, and the **Insured** agrees, that the provision of any cover, the payment of any **Claim** and the provision of any benefit hereunder shall be suspended, to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit by the **Insurer** would expose that **Insurer** to any sanction, prohibition or restriction under any:

- 5.6.1 United Nations' resolution(s), or
- 5.6.2 the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America, or Australia.

Such suspension shall continue until such time as the **Insurer** would no longer be exposed to any such sanction, prohibition or restriction.

5.7 Settlement Rights

The **Insurer** reserves the right to settle any **Claim, Inquiry, Cyber Event** or **Occurrence** by payment of the maximum amount payable under this **Policy** after deduction of any amount already paid during the **Period of Insurance** or for which the **Claim, Inquiry, Cyber Event** or **Occurrence** can be settled and then relinquish the conduct and control of such **Claim, Inquiry, Cyber Event** or **Occurrence**

5.8 Valuation Of Business Income Loss

In calculating the **Business Income Loss** payable, the **Insurer** will compare the net profit, prior to income taxes, and expenses of the **Policyholder** or **Subsidiary** for the 12 month financial period immediately before the **System Interruption Event** occurred to the reasonably probable net profit, prior to income taxes, and expenses of **Policyholder** or **Subsidiary** had the **System Interruption Event** not occurred.

The **Insurer** shall also incorporate any current and historical economic, operational or market trends, conditions or circumstances directly correlated with the profitability of the **Policyholder** or **Subsidiary**, including where such trends, conditions or circumstances would have affected the profitability of the **Policyholder** or **Subsidiary** had the **Business Income Loss** not occurred.

Any such calculation shall not include any estimate or projection that assumes that the **Policyholder** or **Subsidiary** would have earned additional income as a result of favourable business conditions experienced by competitors or other comparable businesses.

The **Policyholder** shall provide the **Insurer** with access to all relevant sources of information, including but not limited to:

- 5.8.1 the financial records, tax returns and accounting procedures of the **Policyholder** or **Subsidiary**;
- 5.8.2 bills, invoices and other vouchers; and
- 5.8.3 deeds, liens and contracts.

5.9 Valuation Of Crime Loss

For the sole purpose of establishing the value of **Crime Loss** payable by the **Insurer**:

- 5.9.1 any foreign currency shall be converted to the corresponding Australian Dollar value based on the rate of exchange published by OANDA Business Information & Services Inc. (www.oanda.com) on the day the **Crime Loss** is first discovered by an **Insured** and paid as such, and
- 5.9.2 any **Securities** shall be valued using either the corresponding closing price on the day immediately preceding the day on which the **Crime Loss** is first discovered by an **Insured** or the current market value of such **Securities**, whichever is the lesser.

5.10 Valuation Of Ransom Payments

In the event **Ransom Payments** are payable by the **Insurer** in a currency (including a cryptocurrency) other than the Australian Dollar, the **Policyholder** will be required to submit proof of calculation to the **Insurer** of the applicable rate of exchange used to convert such other currency to the Australian Dollar equivalent based on the date that the **Ransom Payments** were paid.

Section 6 – Policy Conditions

6.1 Allocation

In the event that any **Claim, Inquiry or Occurrence** covered under this **Policy** involves partially covered or non-covered matters or entities (whether jointly or severally), the **Insurer** must, in collaboration with the **Policyholder**, determine a fair and reasonable allocation in respect of the covered portion of the **Claim, Inquiry or Occurrence** based upon the relative legal and financial exposures and comparative responsibility of each **Insured**, provided that the **Insurer** shall only be liable under this **Policy** for those amounts attributable to covered matters and entities and any amounts payable by the **Insurer** shall be reduced to reflect the fair and reasonable allocation.

In determining such fair and reasonable allocation, the **Insurer** shall include, without limitation, consideration of the:

- 6.1.1 nature of the **Claim, Inquiry or Occurrence** made against each **Insured**, including the attributable circumstances, issues, allegations and characteristics;
- 6.1.2 factual and legal aspects and issues in relation to each **Insured**;
- 6.1.3 manner of the conduct and content of any defence of the **Claim, Inquiry or Occurrence**;
- 6.1.4 relative degree of responsibility for the **Claim, Inquiry or Occurrence**, including the extent to which the responsibility of the **Insured** is joint, several or shared;
- 6.1.5 extent to which any **Third Party** derives advantage from the payment made by the **Insurer**;
- 6.1.6 degree of commonality between the allegations raised in the **Claim, Inquiry or Occurrence** against the **Insured** and those raised against a **Third Party**;
- 6.1.7 scope and extent of any coverage provided under this **Policy**; and
- 6.1.8 probable comparative responsibility in the absence of any settlement.

If the **Policyholder** disagrees with and wishes to dispute the allocation determined by the **Insurer**, the **Insurer** and **Policyholder** shall both agree that the dispute must be referred for expert determination in accordance with the Australian Disputes Centre (hereinafter referred to as 'ADC') Rules for Expert Determination (hereinafter referred to as 'Rules') available on the ADC website (www.disputescentre.com.au), to an expert mutually agreed upon by both the **Insurer** and **Policyholder**, or, if the parties do not agree on an expert, an expert appointed by the ADC in accordance with the Rules.

Both the **Insurer** and **Policyholder** must sign an agreement with the expert which, unless contrary to the Rules or the requirements of the ADC, includes details in relation to:

- a. the scope of issues to be determined;
- b. the terms of payment for the services of the appointed expert;

- c. the authority of the expert, including the right to consider relevant industry practices, evaluate and request information from either party and organise and conduct meetings with the parties, where either party may bring legal representatives or other persons with information or knowledge relevant to the determination;
- d. a timeframe of determination by the expert, subject to receiving all information required, being within thirty days after the agreement is signed, unless both parties mutually agree on an alternative timeframe or the expert is bound by a timeframe set by the ADC, in which case the agreement will incorporate this timeframe;
- e. the obligations of the expert to the parties, including the requirement to furnish written reasons for the determination;
- f. the determination made by the expert which must be binding and final for both parties; and
- g. the liability of the expert to either party (including liability for negligence) being excluded to the full extent permitted by law.

The **Insurer** will pay for the total cost of such expert determination, unless the ADC requires each party to bear the cost individually on an equally proportional and direct payment basis (including any fee, deposit or other amount charged), in which case the **Policyholder** must pay the costs accordingly and the **Insurer** will reimburse the **Policyholder** for the payment of such costs.

Notwithstanding any such disagreement of allocation by the **Policyholder**, the **Insurer** may pay amounts that the **Insurer** deems to be covered under this **Policy**, unless and until a final allocation is agreed upon by the **Policyholder** or through expert determination in accordance with this Policy Condition.

Any such allocation shall not apply to or create any presumption with respect of the allocation of any other amounts payable under this **Policy** on account of such **Claim, Inquiry or Occurrence**.

6.2 Assignment

This **Policy** and any rights arising under this **Policy** cannot be assigned without the prior written consent of the **Insurer**.

6.3 Authorisation

The **Policyholder** agrees to act as sole agent for each **Insured**, where each **Insured** shall be bound by any direction, statement, act or omission of the **Policyholder** for all purposes under this **Policy**, subject to Policy Conditions 6.9 'Defence And Settlement' and 6.21 'Severability And Non-imputation'.

6.4 Cancellation

The **Policyholder** may cancel this **Policy** at any time during the **Period of Insurance** upon written request to the **Insurer** and specification of the date from which the cancellation is to be effected, provided that such date cannot be earlier than the date the **Insurer** first received the cancellation request.

The **Insurer** may cancel this **Policy** in accordance with any of the circumstances and requirements set out in the Insurance Contracts Act 1984 (Cth), including where the **Policyholder** or any **Insured** has failed to comply with a provision of the **Policy**, whether with respect to payment of **Premium** or otherwise.

Upon cancellation, the **Insurer** will retain a short period premium calculated at the pro rata proportion of the **Premium** for the time the **Insurer** had effected coverage and will refund to the **Policyholder** the balance of the **Premium** actually paid (including GST if applicable) less any non-refundable government charges, unless the **Policyholder** had notified matters covered under this **Policy** during the **Period of Insurance** or the **Policy** was cancelled due to fraud, in which case the **Premium** shall be regarded as fully earned and will be retained by the **Insurer**.

6.5 Cessation Of Subsidiary

If an entity that was once a **Subsidiary** ceases to qualify as such, then coverage under this **Policy** will continue to apply to such entity, including any **Principal**, **Employee** or **Individual Contractor** belonging thereto, but only in respect of a **Claim** covered under Insuring Clause 1.1 resulting from any conduct or incident occurring or committed prior to the date that entity ceased to be a **Subsidiary** of the **Policyholder**.

6.6 Change Of Control

If during the **Period of Insurance** the **Policyholder** is subject to an event wherein any natural person, entity or group:

- 6.6.1 acquires more than 50% of the share capital in the **Policyholder**;
- 6.6.2 acquires the majority of the voting rights in the **Policyholder**;
- 6.6.3 assumes the right to appoint or remove the majority of the board of directors or equivalent positions held with the **Policyholder**;
- 6.6.4 secures a controlling interest pursuant to written agreement with other shareholders over the majority of the voting rights in the **Policyholder**;
- 6.6.5 consolidates or merges with or acquires the **Policyholder**, including through sale of all or a substantial portion of the assets of the **Policyholder**, such that the **Policyholder** is not the surviving entity; or
- 6.6.6 is appointed as a trustee in bankruptcy, receiver, liquidator, conservator, rehabilitator or administrator (or equivalent official or entity in the applicable jurisdiction) for the **Policyholder**,

then the **Insurer** agrees that this **Policy** will remain in force until the expiry of the **Period of Insurance**, but only in respect of a **Claim** or **Inquiry** covered under Insuring Clause 1.1 resulting from any conduct or incident occurring or committed prior to the effective date of the applicable event described above.

6.7 Co-operation

The **Insured** must cooperate with and provide reasonable assistance to the **Insurer** in:

- 6.7.1 the investigation, negotiation, recovery, mitigation, defence and legal proceeding, resolution or settlement of any **Claim, Inquiry, Cyber Event** or **Occurrence** covered under this **Policy**, including providing information, evidence and documentation and access to systems and records but only to the extent that such action would not breach any legally enforceable privacy or confidentiality requirement;
- 6.7.2 the assertion and exercise of any indemnification, subrogation or contribution rights as reasonably required by the **Insurer**;
- 6.7.3 exercising due diligence and implementing reasonably practicable measures to avoid or diminish further loss or damages which may be covered under this **Policy**;
- 6.7.4 the undertaking of any investigation by the **Insurer** as reasonably required in relation to any **Claim, Inquiry, Cyber Event** or **Occurrence** and the determination of the extent of liability and indemnification under the **Policy**; and
- 6.7.5 the preparation and attendance of any hearing or trial as reasonably required by the **Insurer**, including the securing and provisioning of evidence and obtaining the attendance of witnesses.

Any costs of the **Insured** to comply with the above requirements shall be borne by the **Policyholder**, unless otherwise covered under the **Policy**.

For the sake of clarity, this Policy Condition shall not apply to Extension 1.2.18 'Extended Reporting Period'.

6.8 Confidentiality

The **Insured** must not disclose the existence or any terms and conditions of this **Policy**, including but not limited to the **Limit of Indemnity**, the **Excess**, the nature or subject of coverage or the **Premium** payable under this **Policy**, to any **Third Party**, unless:

- 6.8.1 the **Insured** is required by law to do so;
- 6.8.2 the **Insurer** provides prior consent for such disclosure;
- 6.8.3 it is necessary for the **Insured** to provide, or ensure the provision of, a certificate of currency to a client; or
- 6.8.4 the intended recipient is a professional adviser to the **Insured**, including where engaged under Extension 1.2.8 'Contract Review Consultation'.

6.9 Defence And Settlement

The **Insurer** has the right (but not an obligation) to assume control and conduct the investigation, defence or settlement of any **Claim, Inquiry, Cyber Event** or **Occurrence**, whether fully or partially covered under this **Policy** or otherwise, in the name of the **Insured**, including engaging with any legal or other representatives to assist in the conduct of such **Claim, Inquiry, Cyber Event** or **Occurrence**.

The **Insurer** reserves all rights under this **Policy**, including the right to grant or deny cover while assessing or defending any **Claim, Inquiry, Cyber Event** or **Occurrence**, where such rights shall not be prejudiced if the **Insurer** forgoes conducting the defence of any **Claim, Inquiry, Cyber Event** or **Occurrence**.

The **Insured** must not make, negotiate or enter into any admission of liability, contractual obligation or settlement offer in respect of any **Claim, Inquiry, Cyber Event** or **Occurrence** without the prior consent of the **Insurer** which shall not be unreasonably delayed or withheld.

If the **Insured** objects to a proposal by the **Insurer** to settle or resolve any **Claim, Inquiry, Cyber Event** or **Occurrence** payable under this **Policy** and wishes to contest or litigate the matter, then the **Insured** may so elect, but the liability of the **Insurer** in respect of any such **Claim, Inquiry, Cyber Event** or **Occurrence** so contested or litigated will not exceed the amount for which, but for such election, could have been settled or resolved by the **Insurer**, together with any amount payable in accordance with the terms of this **Policy** and incurred up to the time of such election, subject to the applicable **Limit of Indemnity** (or the amount of any specified sub-limit where applicable) and **Excess**.

For the sake of clarity, this Policy Condition shall not apply to Extensions 1.2.16 'Emergency Defence And Legal Representation Costs' and 2.2.2 'Codex Crisis Response Services'.

6.10 Dispute Resolution

If the **Policyholder** disputes the approach taken by the **Insurer** in the defence or settlement (including the appeal of any judgement or determination or lack thereof) of any **Claim, Inquiry, Cyber Event** or **Occurrence** covered under this **Policy**, the **Policyholder** and **Insurer** shall endeavour to resolve any such dispute through mediation administered by the Australian Disputes Centre (hereinafter referred to as 'ADC') prior to resorting to arbitration or litigation.

The mediation shall be conducted in accordance with the ADC Guidelines for Commercial Mediation operating at the time the matter is referred to the ADC (hereinafter referred to as 'the Guidelines').

The terms and conditions of the Guidelines are hereby deemed incorporated into this **Policy**.

6.11 Endorsements

An **Endorsement** does not affect any other term or condition within this **Policy**, except to the extent specifically provided in the **Endorsement**.

For the sake of clarity, each **Endorsement** is otherwise subject to all the terms and conditions of this **Policy**.

6.12 Goods And Services Tax

As part of the **Premium**, the **Insurer** will charge the **Policyholder** an amount reflecting the application of any Goods And Services Tax (GST), stamp duty and other government charges and levies.

Such **Premium** will also include, where applicable, any discounts that the **Insurer** has applied to this **Policy** and such discounts will only be applied by the **Insurer** before the addition of any applicable government taxes and charges.

If the **Insured** is entitled to the application of Input Tax Credit (ITC), the **Insured** must inform the **Insurer** of the extent of that entitlement (including any applicable percentages) at or before the time any notification is made under this **Policy**, where failure to disclose such information correctly (including misstatements) shall result in the **Insurer** forgoing the payment of any GST liability the **Insured** incurs.

The liability of the **Insurer** to the **Insured** will be calculated taking into account any ITC to which the **Insured** is entitled for any Acquisition which is relevant to the notified matter, or to which the **Insured** would have been entitled had the **Insured** made a relevant Acquisition.

The amount of any **Excess** payable under this **Policy** will be less any ITC that is or may be available to the **Insured**.

For the purpose of this Policy Condition, 'GST', 'ITC' and 'Acquisition' have the meaning given in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

6.13 Governing Law

The construction, interpretation and meaning of the terms of this **Policy** will be determined in accordance with the laws of the Commonwealth of Australia and the State or Territory where the **Policy** was issued.

Any disputes relating to the construction, interpretation and meaning of the terms of this **Policy** will be submitted to the exclusive jurisdiction of the courts of the Commonwealth of Australia.

6.14 Interpretation

In this **Policy** the singular includes the plural and vice versa and neutral gender includes the female and male genders.

The titles and headings to the various sections of the **Policy** are included solely for ease of reference and do not in any way limit or expand or otherwise affect the terms of such sections.

Any word displayed in bold type and incorporating capitalised letters within the **Policy** has a special meaning assigned to it as set out in Section 7 - Definition Section of the **Policy** and in the **Schedule**.

Any capitalised word used in any **Endorsement** and in the **Schedule** that is not displayed in bold type has the same meaning assigned to it as in Section 7 - Definitions of the **Policy**, unless such word is defined differently in an **Endorsement**.

If a word is defined differently in an **Endorsement**, then that definition shall only apply to that **Endorsement**, unless otherwise specified within that **Endorsement**.

A reference in this **Policy** to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision (whether of the Commonwealth of Australia or elsewhere).

6.15 Material Change

The **Policyholder** must notify the **Insurer** during the **Period of Insurance** as soon as reasonably practicable of any material change or alteration to any risk covered under this **Policy**, including but not limited to:

6.15.1 if the **Insured** commences (or intends to commence) conducting:

- i. services or activities that differ from the **Information and Communications Technology Services**;
- ii. activities that are materially different from those declared in the **Submission** or to the **Insurer** where, at the time of commencing or renewing the **Policy**, the **Insured** had advised the **Insurer** that it did not conduct those specific activities, including any express or passive confirmation of such at the time of renewing the **Policy**; or
- iii. designing, manufacturing, licensing, selling or distribution of new **Information and Communications Technology Products** that have not been previously released;

6.15.2 any loss of, or condition imposed upon, any licence or other authority required by the **Insured** to provide the **Information and Communications Technology Services** or **Information and Communications Technology Products**; or

6.15.3 the **Insured** declares **Insolvency**.

If the **Policyholder** has not notified the **Insurer** of such material change or alteration to risk which occurred during any previous **Period of Insurance** in which the **Policyholder** held this **Policy** with the **Insurer**, the **Policyholder** must notify the **Insurer** as soon as reasonably practicable.

On receipt of such notification, the **Insurer** must advise the **Policyholder** whether additional or continued cover will be offered and the conditions under which such cover will be provided, including any amendments to the terms and conditions of this **Policy** and additional premium charges as the **Insurer** may determine appropriate, provided that such cover by the **Insurer** shall not be effective until the **Insurer** receives written acceptance from the **Policyholder**.

If a matter notified under this **Policy** arises from such material change or alteration to risk which has not been notified to or agreed to be covered by the **Insurer**, subject to Policy Condition 6.1 'Allocation', the **Insurer** may reduce or refuse to pay such matters.

6.16 Newly Acquired Or Created Subsidiary

If the **Policyholder** acquires or creates a **Subsidiary** during the **Period of Insurance**, the **Insurer** agrees that the definition of **Insured** in the **Policy** will include such **Subsidiary**, but only in respect of any conduct or incident covered under this **Policy** committed or occurring after the date of acquisition or creation as notified to the **Insurer** during the **Period of Insurance**, provided that such **Subsidiary**:

- 6.16.1 generates total gross annual revenue of no more than 25% of the total gross annual revenue of the **Policyholder** as disclosed in the most recently submitted **Proposal**;

6.16.2 has not, in the preceding 3 years, suffered any **Claim, Inquiry, Cyber Event, Occurrence** or any other type of loss covered by this **Policy**; and

6.16.3 is registered and domiciled within Australia or New Zealand.

In the event that the **Subsidiary** does not meet the conditions described above, the **Policyholder** must notify the **Insurer** of such acquisition during the period beginning from the date of acquisition and ending 90 days thereafter or at the expiry of the **Period of Insurance**, whichever is the lesser period, and subject to receipt and acceptance of any additional information from the **Policyholder** as may be required, a determination shall be made and confirmed to the **Policyholder** before the end of such period by the **Insurer** as to whether cover is to be granted to such **Subsidiary** under the **Policy**, including any proposed revisions or amendments to the **Policy** and additional **Premium** payable.

For the sake of clarity, any offer by the **Insurer** to provide coverage for such **Subsidiary** under the **Policy** is not effective until the **Insurer** receives written acceptance of the offer from the **Policyholder**.

6.17 Notifications

The **Insured** must notify the **Insurer** of any **Claim, Inquiry, Cyber Event** or **Occurrence** as soon as reasonably practicable within the **Period of Insurance** or, solely in relation to a **Claim** or **Inquiry**, any additional or extended period provided in accordance with Extensions 1.2.2 'Automatic Reporting Period' or 1.2.18 'Extended Reporting Period'.

The **Insured** must, upon discovery or notification by a government or other regulatory body ruling, notify the **Insurer** of any **Information and Communications Technology Products** covered under this **Policy** currently or potentially subject to a recall of possession or control.

Any legal document or other communication the **Insured** receives (including letters, demands, writs, notices, summons and legal processes) relating to such **Claim, Inquiry, Cyber Event** or **Occurrence** shall be forwarded to the **Insurer** as soon as reasonably practicable after receipt.

All notifications (including legal documentation and other communication as specified above) under this **Policy** must be submitted to the **Insurer** through the 'Claims Notification' address specified in the **Schedule**.

For the sake of clarity, notice of a **Cyber Event** to the **Crisis Response Partner** shall be deemed a notification to the **Insurer**.

6.18 Other Insurance

If any **Claim, Inquiry, Cyber Event, Occurrence** or other incident or amount covered under this **Policy** is also covered under any other insurance policy (whether prior or current), the **Policyholder** will as soon as reasonably practicable provide the **Insurer** with details of such other insurance policy, including the identity of the insurance company, the unique identifying number and other further information as the **Insurer** may reasonably require, solely to enable the **Insurer** to exercise its right to seek contribution from the insurance company of the other insurance policy, provided such other insurance policy shall not include any insurance policy in excess of and conforming to this **Policy**.

6.19 Payment Of Premium

The **Policyholder** must pay the **Premium** specified in the **Schedule** for the **Period of Insurance** to the **Insurer** by the due date being on or before 60 days after the inception date of the **Period of Insurance** or such other time that the **Insurer** agrees in writing.

If the **Policyholder** fails to pay the **Premium** by such due date, the **Insurer** is entitled to cancel this **Policy** where legally permissible.

6.20 Recoveries

Any recovered amounts obtained from other parties by the **Insurer** shall, where applicable, firstly be allocated to reduce or extinguish any amount that would otherwise have been covered and paid under this **Policy** but for the fact that such amount exceeds both the sum of the applicable **Limit of Indemnity** (or the amount of any specified sub-limit where applicable) and **Excess**, then to any amount paid under the **Policy** by the **Insurer** and, finally, to the **Excess** applied, but only after deduction of the reasonable cost of obtaining such recovery.

If the recovered amounts were obtained prior to settlement of any **Claim** or **Occurrence** covered under this **Policy**, such recovered amounts will be held by the **Insurer** and only applied after any settlement is reached or the **Claim** or **Occurrence** is resolved without settlement.

Recovered amounts shall not include any amount obtained from insurance, surety, reinsurance, security or indemnity taken for the benefit of the **Insurer**.

6.21 Severability And Non-imputation

In the event this **Policy** covers more than a singular party, any failure on the part of any of the parties to:

6.21.1 comply with the duty of disclosure under the Insurance Contracts Act 1984 (Cth);

6.21.2 comply with any obligation under this **Policy** (other than the obligation to pay **Premium**);
or

6.21.3 refrain from committing criminal, dishonest, fraudulent or malicious conduct,

shall not prejudice the right of the remaining parties to indemnity under this **Policy**, provided that such remaining parties must be entirely innocent and have no prior knowledge of any such failure and, as soon as reasonably practicable after becoming aware of any such failure, advise the **Insurer** in writing of all relevant facts and circumstances.

6.22 Subrogation

In the event of any payment under this **Policy**, the **Insurer** shall be subrogated to all rights of recovery of any **Insured** against any natural person or entity.

The **Insurer** has the right to assume control and conduct in the name of the **Insured** any recovery action and the **Insurer** may choose to engage legal or other representatives to assist in the conduct of such recovery action.

The **Insured** must cooperate and assist in the exercise of any rights of recovery as the **Insurer** may reasonably require and refrain from performing any actions which may prejudice the actual or potential rights of recovery by the **Insurer**, including entering into:

- 6.22.1 any agreement whereby the **Insured** releases, refrains from pursuing legal action, waives or prejudices any rights to recover from a natural person or entity that is or could have been liable to compensate the **Insured**;
- 6.22.2 any deed or agreement excluding, limiting or delaying the legal rights of recovery against another party; or
- 6.22.3 any arrangement, compromise or undertaking that may prejudice or compromise the rights or remedies to which the **Insurer** would be entitled through subrogation.

Notwithstanding the above, **Insurer** shall not exercise any such rights against a **Principal** or **Employee** in connection with a **Claim** or **Occurrence**, unless such **Claim** or **Occurrence** is caused or contributed by the criminal, dishonest, fraudulent or malicious act or omission of such **Principal** or **Employee**.

For the sake of clarity, this Policy Condition shall not apply to Extensions 1.2.11 'Contractual Limitation Of Liability' and 3.2.8 'Waiver Of Subrogation'.

6.23 Territorial And Jurisdictional Scope

Subject to the terms and conditions of this **Policy** (including but not limited to Exclusion 4.38 'United States of America Exposure') and to the extent permissible by law (including but not limited to any trade or economic sanctions applicable) this **Policy** shall apply to the provision of the **Information and Communications Technology Services** and/or **Information and Communications Technology Products**, the conduct of the **Business Operation** or any **Claim** made, **Inquiry** received, **Cyber Event** committed or occurring or **Occurrence** happening anywhere in the **Territorial and Jurisdictional Limits**.

Section 7 – Definitions

For the purposes of this **Policy**:

Aircraft means any vessel, craft or machine designed to travel through the atmosphere or space, other than unmanned inflatable balloons used for advertising or promotional purposes or model aircrafts.

Business Income Loss means the amount of:

- a. net profit, prior to income taxes, that the **Policyholder** or any **Subsidiary** is unable to generate during the **Period of Restoration** solely in consequence of a **System Interruption Event**, and
- b. regular operating or overhead expenses incurred by the **Policyholder** or any **Subsidiary**, but only to the extent that such expenses continue to be incurred during the **Period of Restoration** and would have otherwise been incurred in the absence of the **System Interruption Event**,

provided that such amounts shall be calculated on an hourly basis and reduced by any net cost reductions realised or amounts recouped, including the value of any service credits or fee reductions received by the **Insured**.

Business Operation means the commercial activities and operations of the **Policyholder** or any **Subsidiary**, including:

- a. the ownership or maintenance of any premises or the tenancy thereof;
- b. participation in any exhibition or conference;
- c. the provision of internal first aid, medical, security, ambulance or fire warden services;
- d. the provision of sponsorships;
- e. private work undertaken by an **Employee** for any **Principal, Individual Contractor** or other **Employee** with the consent of the **Policyholder** or any **Subsidiary**; and
- f. the provision or management of any canteen, social or sporting clubs, panel, council, committee or other unincorporated association or educational, welfare or childcare facilities, primarily for the benefit of any **Employee**.

Civil Fines and Penalties means civil, administrative or regulatory monetary penalties directly assessed against the **Insured** for a violation of any law, regulation or statute, including but not limited to any **Privacy Laws**, but only where:

- a. such violations are not knowing, wilful or criminal, and
- b. such penalties are insurable under the internal laws of the jurisdiction in which such penalties were assessed or levied,

and shall not include any aggravated, punitive, exemplary or other multiple damages.

Claim means:

- a. a written or verbal demand, including but not limited to a writ, notice, statement of claim, cross-claim, counterclaim, summons, application or written demand to suspend or waive any statute of limitations period;
- b. a civil or administrative proceeding commenced by the service of a complaint, investigative demand, notice of prosecution or similar pleading, including any appeal thereof; or
- c. an arbitration or other alternative dispute resolution proceeding commenced by the receipt of a request or demand for such proceeding, including any appeal thereof,

made against the **Insured** for **Compensation** or non-monetary or injunctive relief.

Compensation means any amount, including any monetary damages, judgement amount including pre and post-judgement interest, award, settlement or legal and litigation fees, costs or expenses incurred by a claimant that the **Insured** becomes legally liable to pay, but shall not include **Defence Costs**.

Computer System means a collection of **Hardware** and **Software** for computing purposes and the **Data** stored thereon, including associated input and output devices, mobile devices, data storage devices, networking equipment, storage area network, components, firmware, electronic back-up facilities, any systems available through the internet, intranets, extranets or virtual private networks or any of the foregoing that are part of an Industrial Control System, which is:

- a. leased, owned or operated by the **Policyholder** or any **Subsidiary**;
- b. operated by a **Third Party** for the benefit of, and pursuant to a written contract with, the **Policyholder** or any **Subsidiary**; or
- c. owned and operated by a **Principal**, **Employee** or **Individual Contractor** on behalf of the **Policyholder** or any **Subsidiary** for the purpose of obtaining remote access or otherwise pursuant to the Bring Your Own Device policy of the **Policyholder** or any **Subsidiary**.

Solely in respect of Exclusion 4.40 'War And Cyber Operation' and the associated definition of **Cyber Operation** only, **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.

Crime Loss means the amount of **Money**, **Securities** or tangible property proportionate to the direct monetary loss sustained by the **Insured** as a result of any dishonest or fraudulent act committed by a **Third Party** (whether acting independently or in collusion with any other entity or natural person) with the likely intent to cause the **Insured** to sustain such monetary loss or to obtain a financial gain for themselves or any **Third Party**, where the valuation of such amount shall be based on the current market value or cost of replacement of the **Money**, **Securities** or tangible property at the time such dishonest or fraudulent act was discovered by an **Insured**, but shall not include:

- a. any amount demanded by a payment card provider due to the acceptance of a fraudulent or disputed payment transaction by the **Insured**;
- b. regular or overtime wages, salaries, fees or benefits earned in the normal course of employment;

- c. any fluctuation in the value of any **Money, Securities** or tangible property;
- d. any indirect or consequential losses or loss of production, product, use, revenue, profit or anticipated profit arising from the **Crime Loss**, including but not limited to any recall costs or expenses; or
- e. **Invoice Loss.**

Crisis Response Costs means any reasonable fees, costs or expenses incurred with the prior consent of the **Insurer** in retaining any appropriately qualified **Third Party** to:

- a. provide incident response and crisis management services, including any services or advice provided by the **Crisis Response Partner**;
- b. conduct a forensic analysis and investigation, including a digital forensic analysis performed on the **Computer System**, to determine the attributable cause and scope of impact;
- c. legally advise on any potential legal matters which may arise against the **Insured**, including preparing or mitigating against potential litigation, provided such retainment shall not include responding to, commencing or defending any actual litigation;
- d. review and identify indemnification and subrogation rights under any written contract entered into by the **Insured** with any **Third Party**;
- e. determine the extent to which the **Insured** is legally obliged to notify any regulatory authority, natural person or legal entity in accordance with any **Privacy Laws**;
- f. notify any regulatory authority, natural person or legal entity, whether such notification is required pursuant to any **Privacy Laws** or otherwise;
- g. comply with any **Privacy Laws** in accordance with that which is most favourable to the affected natural persons or legal entities at the time, provided such retainment will cease once compliance has been effected and shall not include the ongoing maintenance of such compliance;
- h. plan, coordinate, implement, execute and manage a public relations campaign, including the use of advertising and related communications, solely for the purpose of preventing or limiting reputational damage being suffered by the **Insured**;
- i. monitor, halt and rectify any credit or financial fraud and identification theft suffered by any natural person whose **Personal Information** has been wrongly disclosed or otherwise compromised, including but not limited to the use of social media monitoring, credit freezing, fraud alerts, fraud prevention software and identification theft insurance, provided that the **Insurer** shall have no obligation to apply for or furnish such insurance; or
- j. provide call centre or online fraud consultation, support and counselling services where required to address enquiries from, and provide support to, affected natural persons,

but shall not include:

- i. the regular operating or overhead expenses incurred by an **Insured**, including regular or overtime wages, salaries or remuneration of any **Employee, Individual Contractor** or **Principal**, or
- ii. any **Business Income Loss, Digital Content Recovery and Replacement Costs, Ransom Payments, Crime Loss, Invoice Loss, Phishing Fraud Costs, Reputational Damage Loss** or any other fees, costs, expenses, loss or payments which are specifically defined in this **Policy** and covered under Section 2 - Cyber Crisis Response And Reimbursement Coverage.

Crisis Response Partner means the entities and individuals specified as such in the **Schedule**.

Cyber Event means a **Security or Privacy Breach Event, Ransom Event, System Interruption Event** or **Social Engineering Fraud**.

Cyber Operation means the use of information technology by, at the direction of, or under the control of a sovereign state to:

- a. disrupt, deny access to or degrade functionality of a **Computer System**, or
- b. copy, remove, manipulate deny access to or destroy information in a **Computer System**.

Cyberterrorism means any act (including force or violence) or the threat thereof against a **Computer System** by any natural person or group, whether acting alone, or on behalf of or in connection with any natural person, organisation or government, with the intention to:

- a. cause harm;
- b. intimidate any natural person or entity; or
- c. cause destruction or harm to critical infrastructure or data,

in pursuit of financial, social, ideological, religious, or political objectives, intimidating or coercing a government or the civilian population thereof or disrupting any segment of the economy.

Data means any information, audio, images, facts, concepts, code, programs or any other information of any kind (including **Personal or Confidential Information**) that has been encoded, converted, recorded or transmitted in a form which can be accessed, communicated, displayed, distributed, interpreted, processed, transmitted, received, collected, stored or utilised by any **Hardware** or **Software**, but shall not include such **Hardware** or **Software**.

Defence Costs means any reasonable fees, costs or expenses, including but not limited to attorney and expert witness fees or bond premiums payable, incurred with the prior consent of the **Insurer** in the investigation, defence, discharge, dismissal, adjustment, settlement or appeal of any **Claim**, but shall not include any regular operating or overhead expenses incurred by an **Insured**, including the regular or overtime wages, salaries or remuneration of any **Employee, Individual Contractor** or **Principal**.

Digital Content Recovery and Replacement Costs means any reasonable fees, costs or expenses incurred by the **Insured** with the prior consent of the **Insurer** to restore, repair, recreate or reconstitute **Data** or **Software** which either was or currently is stored on the **Computer System** from written records or electronic backups due to the corruption, destruction or loss of such **Data** or **Software**, including but not limited to any disaster recovery or forensic investigation services, provided that:

- a. where it is determined by an independent forensic investigator that such restoration, repair, recreation or reconstitution efforts are unfeasible or unviable, such fees, costs or expenses shall be limited to those incurred to reach such determination, and
- b. such fees, costs or expenses shall not include any payments to identify or remediate **Software** errors or vulnerabilities or update, replace or improve the **Data** or **Software** beyond the previous condition that preceded the **Security or Privacy Breach Event, Ransom Event** or **System Interruption Event**.

Documents means deeds, wills, agreements, maps, plans, records, written or printed books, letters, certificates, written or printed documents or forms of any nature, but shall not include any bearer bonds, coupons, bank or currency notes or other negotiable instruments.

Drone means any remotely piloted aircraft, other than fireworks, rockets, balloons or kites.

Employee means a natural person, other than a **Principal** or an **Individual Contractor**, employed by the **Policyholder** or any **Subsidiary** under a:

- a. contract of service or apprenticeship (whether expressed or implied), including any casual, part-time, permanent, full-time, seasonal or temporary personnel;
- b. work experience, internship, traineeship, volunteer or similar scheme or program, including any trainee, volunteer, intern, work experience personnel;
- c. student placement program as a student, secondee or intern; or
- d. labour-hire contract or agreement, having been temporarily hired or borrowed by the **Policyholder** or any **Subsidiary** from a **Third Party**,

but only whilst under the direction, control of, or whilst undertaking any activity approved or recognised by, the **Policyholder** or any **Subsidiary**, and shall include any such natural person temporarily hired-out, contracted-out or supplied by the **Policyholder** or any **Subsidiary** to a **Third Party**.

Endorsement means any document described as an endorsement to this **Policy** which alters the **Policy**.

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

Excess means the amounts specified as such in the **Schedule** exclusively applying to each Section within the **Policy**.

Family Member means the lawful spouse, domestic partner, de facto, parent, child or sibling of an **Insured**, including any spouse, domestic partner, de facto, parent, child or sibling thereof.

First Party Loss means any **Crisis Response Costs, Business Income Loss, Digital Content Recovery and Replacement Costs, Ransom Payments, Crime Loss, Invoice Loss, Phishing Fraud Costs, Reputational Damage Loss** or any other fees, costs, expenses, loss or payments which are specifically defined in this **Policy** and covered under Section 2 - Cyber Crisis Response And Reimbursement Coverage.

Hardware means physical devices, machinery, components, peripherals, equipment, networks or systems used for storing and executing programmatic instructions provided by the **Software**, including the processing, storing, retrieving or transmitting **Data**, but shall not include such **Software** or **Data**.

Hovercraft means any vessel, craft or machine designed for the purpose of transporting natural persons or tangible property over land or water on a cushion of pressurised air provided by a downward blast, other than an **Aircraft**, **Land Vehicle** or **Watercraft**.

Impacted State means any sovereign state where a **Cyber Operation** has had a major detrimental impact on:

- a. the functioning of that sovereign state due to disruption to the availability, integrity or delivery of an **Essential Service** in that sovereign state, or
- b. the security or defence of that sovereign state.

Individual Contractor means a natural person, other than an **Employee** or a **Principal**, who is an independent consultant, contractor or sub-contractor that performs activities or duties solely under written contract with, or the direct control or supervision of, the **Policyholder** or any **Subsidiary**.

Information and Communications Technology Products means electronic, communication or computer equipment, devices, components or **Hardware** designed, specified, manufactured, licensed, marketed, repaired, imported, sold or distributed by, or on behalf of, the **Insured**, including but not limited to firmware, **Software**, computer chips including embedded control logic or microprocessor chips, telecommunication systems or other electronic computer devices, either singularly or in connection with the **Information and Communications Technology Services**.

Information and Communications Technology Services means Information and Communications Technology (ICT) related consulting, marketing, research, analysis, design, development, programming, integration, maintenance, specification, testing, data storage, processing, hosting or transferring, training, employment placement and recruitment, project management or implementation, facilities management or technical support advice or services, including the reproduction, broadcast, publication, dissemination, transmission or release of any form of media, content or communication, provided by, or on behalf of, the **Insured** either singularly or in connection with the **Information and Communications Technology Products**.

Inquiry means a formal or official investigation, examination, hearing or inquiry of the **Insured** by an **Official Body** (other than a civil or administrative proceeding) arising from the conduct allegedly committed by the **Insured** in the provision of the **Information and Communications Technology Services** and/or **Information and Communications Technology Products** or in connection with a **Security or Privacy Breach Event**.

Insolvency means a state of being:

- a. under administration or insolvent, each as defined in the Corporations Act 2001 (Cth);
- b. appointed a controller or receiver as defined in the Corporations Act 2001 (Cth);
- c. in receivership, receivership and management, statutory management, liquidation, provisional liquidation, bankruptcy or wound-up or dissolved;

- d. subject to any scheme of arrangement, assignment, composition or other form of moratorium or protection from creditors, other than when undertaking a restructure or amalgamation whilst solvent;
- e. the subject of an application or order that has been made, resolution passed, proposal put forward or any other action taken which is preparatory to or could result in the circumstances described in sub-paragraphs (a, b, c and d) above,
- f. deemed to have failed to comply with a statutory demand under Section 459F(1) of the Corporations Act 2001 (Cth); or
- g. unable to pay debts owed as and when they fall due,

including where such circumstances noted occur under the law of any jurisdiction outside of the Commonwealth of Australia.

Insured means:

- a. the **Policyholder**;
- b. any **Subsidiary**;
- c. any current or former **Employee** or **Principal**, or any natural person who becomes an **Employee** or **Principal** during the **Period of Insurance**, but only whilst acting within such capacity for the **Policyholder** or any **Subsidiary**;
- d. any current or former **Individual Contractor**, or any natural person engaged as an **Individual Contractor** during the **Period of Insurance**, but only whilst acting within such capacity for the **Policyholder** or any **Subsidiary**; or
- e. any retired **Principal** whilst acting as a consultant to the **Policyholder** or any **Subsidiary**.

Insurer means Codex Insurance Pty Limited as acting agent and on behalf of Certain Underwriters at Lloyd's of London, led by MS Amlin, Syndicate 2001.

Invoice Loss means the amount invoiced, excluding any portion related to profit, by the **Insured** to a **Third Party** in connection with the **Business Operation** for which the **Insured** is unable to collect payment.

Land Vehicle means any type of machine mounted on wheels or continuous tracks designed for the purpose of being propelled (other than by manual or animal power) primarily on land, including any trailer or other attachment utilised in conjunction with or drawn by such machines.

Legal Representation Costs means the reasonable legal, assessor, adjustor and expert witness fees, costs or expenses incurred with the prior consent of the **Insurer** in connection with an **Inquiry**, but such fees, costs or expenses shall not include **Defence Costs, Compensation, Civil Fines and Penalties** or the regular operating or overhead expenses incurred by an **Insured**, including regular or overtime wages, salaries or remuneration of any **Employee, Individual Contractor** or **Principal**.

Lessor means a **Third Party** which has granted the **Insured** the right to possess and use tangible property through a lease or rental agreement in exchange for rent or other agreed-upon consideration.

Limit of Indemnity means the amount specified as such in the **Schedule** applying to each Section, Insuring Clause or Insuring Sub-Clause which shall be exclusive of GST to the extent the **Insured** is entitled to claim an input tax credit.

Money means currency, coins or banknotes in current use and having a face value, or travellers' cheques, registered checks and money orders held for sale to the public, but shall not include any **Securities**, tangible property or cryptographic assets.

Occurrence means an event, including continuous or repeated exposure to substantially the same general conditions, resulting in **Personal Injury** or **Property Damage** that is neither expected nor intended from the standpoint of the **Insured**, where all such events of a series consequent on or attributable to one source or original cause will be deemed one **Occurrence**.

Official Body means any body or institution empowered by law to investigate or administer adjudicative proceedings against the **Insured**, including but not limited to a coroner's court, statutory regulatory body, tribunal, legally constituted disciplinary body of any industry or professional association or institution, Royal Commission, parliamentary body or committee thereof, administrative or regulatory agency or similar governmental body.

Period of Insurance means the period between the dates and times noted under 'Period of Insurance' as specified in the **Schedule**.

Period of Restoration means the period from the date and time that the **System Interruption Event** is first discovered until such time as the **Computer System** is restored to a level of operation substantially reflecting that which had existed prior to such **System Interruption Event**, provided that such period will commence only once the **Waiting Period** has expired and shall not exceed a maximum duration of 365 days.

Personal Information means the non-publicly available or disclosed information of a natural person, including but not limited to the full name, telephone numbers, email addresses, identification numbers, passport number, tax file number, Medicare number, medical or healthcare records or other protected health information, biometric data, driver's licence number, credit information, employee records, account numbers, account history, credit card numbers, debit card numbers, access codes or passwords of such natural person, or any other non-public personal information as defined within any **Privacy Laws**.

Personal Injury means:

- a. bodily injury, death, sickness, disease, illness, disability, shock, fright, mental anguish or mental injury, including loss of consortium resulting therefrom;
- b. the effects of false arrest, unlawful imprisonment, wrongful detention, wrongful entry or eviction, violation of the right to private occupancy, malicious prosecution or humiliation;
- c. the effects of libel, slander, defamation of character or invasion of the right of privacy;
- d. the effects of assault and battery not committed by or at the direction of the **Insured**, unless committed for the purpose of preventing or eliminating danger to natural persons or tangible property; or
- e. the effects of discrimination, harassment or segregation as a result of race, religion, sex, marital status, age, intellectual impairment, disability or other protected human characteristics as

established by law (unless insurance thereof is prohibited by law) not committed by or at the direction of the **Insured**, but only with respect to liability other than fines and penalties imposed by law.

Personal or Confidential Information means:

- a. any **Personal Information**;
- b. corporate or commercial information that is specifically identified as confidential and protected under a non-disclosure agreement or similar contract; or
- c. any other information that is not publicly available and where disclosure may affect the economic, competitive or commercial interests of the owner of such information including trade secrets, computer programs, customer information, patents, trademarks, copyrights or processing methods.

Phishing Fraud Costs means the cost of:

- a. drafting and disseminating a dedicated press release or establishing a specific website for the purpose of informing existing or prospective clients of the **Insured** in respect of the fraudulent communications;
- b. reimbursing existing clients of the **Insured** for any financial loss arising directly from the fraudulent communications, including fraudulent invoices designed to impersonate the **Insured**; and
- c. lodging a takedown request or notice to an Internet Service Provider (ISP) or search engine provider to remove or disable access to websites designed to impersonate the **Insured**.

Policy means the coverage provisions, claims procedures, exclusions and all other terms and conditions found within this document, the **Schedule** and any **Endorsement** applied.

Policyholder means the sole proprietorship, partnership, company, corporation or other legal entity as specified in the **Schedule**.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapours, soot, fumes, acids, alkalis, chemicals or waste (including waste intended to be recycled, reconditioned or reclaimed).

Premium means the amount payable by the **Policyholder**, including all relevant government charges and any additional premium which becomes payable during the **Period of Insurance**.

Principal means a sole practitioner, partner, partnership member, committee member, council member, supervisory board member, trustee, director (including de jure, de facto or shadow director) or office bearer of the **Policyholder** or any **Subsidiary**.

Principal Entity means any **Third Party** with whom the **Policyholder** or any **Subsidiary** has entered into a contract to provide **Information and Communications Technology Services** and/or **Information and Communications Technology Products**.

Privacy Laws means any legislation, statute, by-law or regulation, including but not limited to the Privacy Act 1988 (Cth) and General Data Protection Regulation (Regulation (EU) 2016/679) or any amendment,

re-enactment, replacement or successor of such legislation or regulation, enacted to protect or control the use and collection of **Personal Information**.

Product Recall Expenses means the cost of:

- a. publishing and issuing communications (including the cost of external advice to prepare such communications) to notify and inform customers and the general public, including but not limited to media announcements including radio, television and printed advertisements;
- b. transporting, shipping and storing the affected **Information and Communications Technology Products** to a location designated by the **Insured**, including the cost of renting a warehouse or storage space;
- c. hiring additional personnel other than any regular **Employee** or **Individual Contractor** of the **Insured**;
- d. additional remuneration paid to any **Employee** of the **Insured** (other than a salaried **Employee**) at the rate of salary or wages regularly paid by the **Insured** for necessary straight time or overtime, including expenses incurred by such **Employee** for transport and accommodation; and
- e. destroying or disposing of the affected **Information and Communications Technology Products** that cannot reasonably be reused for the same or alternative purposes,

directly in connection with the recall of the **Information and Communications Technology Products**.

Privacy Policy means the sections of any publicly declared set of guidelines, rules or principles established by the **Insured** for the collection, use, disclosure, sharing, dissemination and correction or supplementation of, and access to **Personal Information** that specifically:

- a. prohibits or restricts the disclosure, sharing or selling of **Personal Information**;
- b. requires provisioning an individual access to, or correcting any incomplete or inaccurate portion of, **Personal Information** belonging to such individual upon request; or
- c. mandates procedures and requirements to prevent the loss of **Personal Information**.

Property Damage means:

- a. loss of, physical damage to or destruction of tangible property including the deprivation of use thereof resulting therefrom, or
- b. deprivation of use of any tangible property which has not been physically injured or destroyed, provided that such loss of use is caused by physical damage to or destruction of other tangible property,

but such tangible property shall not include **Data** or **Software**.

Ransom Event means any threat, whether singular or interconnected, made against the **Insured** to damage, alter, corrupt, compromise or restrict access to the **Computer System** or any **Data** stored thereon, for the purpose of demanding an amount of **Money**, cryptocurrency or other valuable consideration to avert, neutralise or diminish such threat, including the reversal or termination of the actual performance of such threat.

Ransom Payments means any amount of **Money** or cryptocurrency paid by the **Insured**, with the prior consent of the **Insurer**, to a **Third Party** for the sole purpose of reversing or terminating a **Ransom Event**.

Reputational Damage Loss means the amount of:

- a. net profit, prior to income taxes, that the **Policyholder** or any **Subsidiary** fell short of generating relative to such net profit ordinarily earned solely in consequence of a negative publication or broadcast, and
- b. the net increase in costs incurred by the **Policyholder** or any **Subsidiary** for the purpose of avoiding a reduction in net profit solely in consequence of a negative publication or broadcast, provided such costs must exceed normal overhead and payroll expenses routinely paid and shall be limited to the maximum amount of net profit that would otherwise have been payable by the **Insurer** as described in sub-paragraph (a) above,

where such amounts shall be calculated on an hourly basis and reduced by any net cost reductions realised or amounts recouped.

Retroactive Date means the date noted under 'Retroactive Date' as specified in the **Schedule**.

Schedule means the schedule documentation attaching to and forming part of the **Policy** issued by the **Insurer** to the **Insured**, including any substitute or replacement thereof.

Security or Privacy Breach Event means the:

- a. unauthorised or unintentional disclosure or loss (including misplacement, forfeiture, deprivation, corruption, alteration, destruction, deletion, misappropriation or theft), whether intentionally, recklessly or deliberately performed by an **Employee** or **Individual Contractor** acting independently of any **Principal** or otherwise, of **Personal or Confidential Information** in the care, custody or control of the **Insured** or any **Third Party** for which the **Insured** is legally responsible;
- b. unintentional non-compliance with, or violation of, the **Privacy Laws** or, if in force at the time of such non-compliance or violation, **Privacy Policy**, by the **Insured**, including but not limited to the unintentional wrongful use or collection of **Personal Information** by the **Insured**;
- c. access to, or usage of, the **Computer System** by an unauthorised entity, including an **Employee**, **Individual Contractor** or authorised **Third Party** exceeding authority, access rights or user privileges, resulting in:
 - i. an interruption, suspension, failure, degradation or delay in the performance or functionality of the **Computer System**;
 - ii. the corruption, destruction, deletion, theft, alteration, loss, creation or release of **Data** or **Software** stored on the **Computer System**;
 - iii. the denial of access of an authorised user to the **Computer System**;
 - iv. the reprogramming of **Software** that renders the **Computer System**, or any component thereof, non-functional or unusable relative to the intended use or purpose of such **Software**; or
 - v. defamation, product disparagement or infliction of emotional distress;

- d. unauthorised, malicious or harmful code, script, program or application introduced into, or unintentionally transmitted or intentionally, recklessly or deliberately transmitted by an **Employee** or **Individual Contractor** acting independently of any **Principal** to a **Third Party** from, the **Computer System**, resulting in the deletion, corruption, damage, harming, disruption, alteration, impediment or circumvention of, or gaining unauthorised access to, any **Hardware**, **Software** or associated components including the **Data** stored thereon, including but not limited to cryptoware, cryptojacking, computer viruses, trojan horses, keystroke loggers, cookies, spyware, adware, worms, ransomware, time or logic bombs or any other form of malware;
- e. intentionally malicious actions or instructions directed at, or against a **Third Party** through the involuntary participation of, the **Computer System**, causing damage, interference, disruption, inaccessibility or degradation to any networks, network services, network connectivity or information systems, including but not limited to the generation of excess network traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks; or
- f. physical theft or loss of **Hardware** which forms part of the **Computer System** on which **Data** is stored.

Securities means any bond, debenture, note, share, stock or other equity instrument or security for debt, including any certificate of interest or participation in, receipt for, warrant or other right to subscribe to or to purchase, voting trust certificate relating to, or other interest in any of the foregoing items representing **Money** or tangible property, but shall not include such **Money** or tangible property or any cryptographic assets.

Senior Manager means a Director, Chief Executive Officer, Chief Financial Officer, Chief Information Officer, Chief Information Security Officer, Chief Technology Officer, Chief Risk Officer, Insurance Officer, Data Protection Officer, Director of Human Resources, General Counsel or any other organisational or functionally equivalent role or position of the **Policyholder** or any **Subsidiary**.

Social Engineering Fraud means an intentional and deceptive misrepresentation made by a **Third Party**, including but not limited to the use of phishing, deepfakes, forged documents, impersonations or falsified authorisation forms, and relied upon by an **Insured** in effecting or authorising the transfer of **Money** or **Securities** or the despatch or release of tangible property, provided that such **Insured** was not involved in committing or condoning such dishonest or fraudulent act.

Software means operations, applications, codes and programs that solely function on, and through the use of, **Hardware** by which **Data** is electronically accessed, communicated, displayed, distributed, interpreted, collected, transmitted, processed, stored, utilised or received, but shall not include such **Hardware** or **Data**.

Submission means any documentation, information, statements or materials supplied by the **Insured** to the **Insurer**, including any application, supplementary or addendum form completed and signed by the **Insured** and any attachments thereto.

Subsidiary means a company or other legal entity over which the **Policyholder** exercises effective governance or control, or in respect of which the **Policyholder** directly or indirectly:

- a. controls the composition of the board of directors;
- b. controls more than half of the voting power; or

- c. holds more than half of the issued share capital or other ownership of the entity,

and shall in any event include any company or legal entity whose financial accounts are required to be consolidated with those of the **Policyholder** pursuant to the Corporations Act 2001 (Cth), including any amendment, re-enactment, replacement or successor of such legislation, or the applicable Australian Accounting Standard.

System Interruption Event means an actual and measurable interruption, suspension, disruption, failure, degradation or delay in the performance of the **Computer System** directly arising from:

- a. a **Security or Privacy Breach Event**;
- b. an accidental, unintentional or negligent act or inaction or an error or omission committed by an **Insured**, or any **Third Party** for which the **Insured** is legally responsible, in the course of:
 - i. administering, operating, maintaining or repairing the **Computer System**, or
 - ii. collecting, compiling, integrating, upgrading, processing, programming, maintaining, installing, patching, servicing, converting, modifying, handling, analysing, saving, preserving, restoring, developing, encoding, maintaining or managing **Data** or **Software**; or
- c. an unintentional and unplanned outage, suspension or failure of the **Computer System**, however caused, including a power failure, surge or diminution of an electric power system controlled by the **Insured**,

and shall include the reasonable and necessary voluntary shutdown of the **Computer System** or parts thereof solely for the purpose of minimising, preventing or mitigating the effects of the circumstances described in sub-paragraphs (a, b and c) above or to comply with an order issued by a regulatory or governmental body as part of an administrative proceeding in connection with a **Security or Privacy Breach Event**.

Territorial and Jurisdictional Limits means the region noted under 'Territorial and Jurisdictional Limits' as specified in the **Schedule**.

Third Party means any natural person, individual, sole proprietorship, company, partnership, organisation, association, corporation or other entity other than an **Insured**.

United States of America means the United States of America and its territories and protectorates.

Vendor means a **Third Party** who is authorised to sell or distribute the **Information and Communications Technology Products** on behalf of and under a written contract with the **Insured**.

Waiting Period means the period of time noted under 'Waiting Period' as specified in the **Schedule**, commencing from the date and time the **System Interruption Event** is first discovered.

War means armed conflict involving physical force:

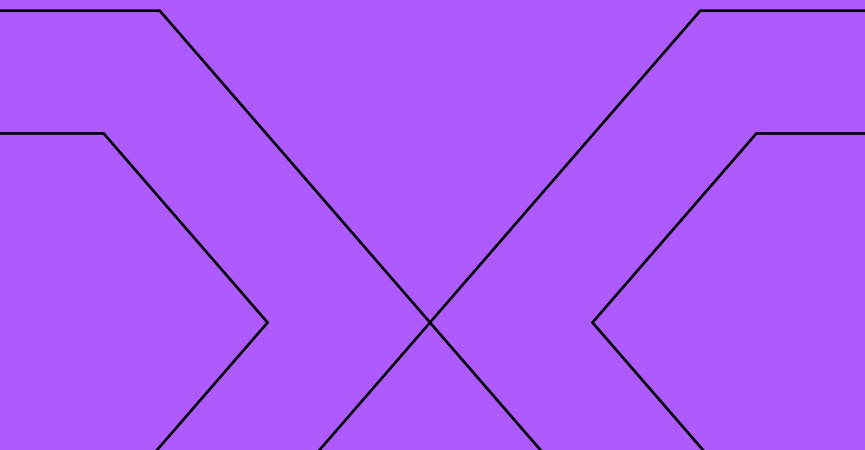
- a. by a sovereign state against another sovereign state, or
- b. as part of a civil war, rebellion, revolution, insurrection, military action or usurpation of power,

whether war be declared or not.

Watercraft means any vessel, craft or machine designed for the purpose of floating on or in, or travelling on or through, water, other than model boats.



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