



AIG AUSTRALIA LIMITED

# CyberEdge

Policy Wording



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# CyberEdge Coverage

## Event Management Coverage

### 1. Insurance Covers

#### 1.1 Event Management

The **Insurer** will pay to or on behalf of each **Company**:

- (i) **Legal Expenses;**
- (ii) **IT Expenses;**
- (iii) **Data Recovery Expenses;**
- (iv) **Reputation Protection Expenses;**
- (v) **Notification Expenses;**
- (vi) **Credit Monitoring and ID Monitoring Expenses;**
- (vii) **Bricking Recovery Expenses;** and
- (viii) (if First Response Cover is **Purchased**) **First Response Expenses,**

incurred as a result of an actual or suspected **Insured Event** that the **Company’s Responsible Officer** first becomes aware of during the **Policy Period**.

**First Response Expenses** will only be paid by the **Insurer** to the extent that they are incurred during the period commencing when the **Company’s Responsible Officer** first notifies the **First Response Advisor** of the **Insured Event** by contacting the Emergency Number specified in the schedule and continuing for the number of hours stated for the First Response Cover in the schedule.

No **Retention** shall apply to **First Response Expenses**.

### 2. Definitions

The following definitions are specific to this Event Management Coverage Section. All other definitions set out within Section 9 (Definitions) of the **General Terms and Conditions** shall apply as stated.

Term(s)	Meaning
<b>Breach of Confidential Information</b>	The loss or unauthorised access to, modification or disclosure of <b>Confidential Information</b> .
<b>Bricking Recovery Expenses</b>	The reasonable and necessary fees, costs and expenses incurred by a <b>Company</b> , with the <b>Insurer’s</b> prior written consent, on actions taken to replace any part of a <b>Company Computer System</b> on which lost, damaged, destroyed, encrypted or corrupted <b>Data</b> was stored that is no longer functional, but only: <ul style="list-style-type: none"> <li>(i) where such actions are reasonable and are necessary to restore, recreate, repair or recollect such <b>Data</b> in accordance with subparagraph (iii) of the “Data Recovery Expenses” Definition; and</li> <li>(ii) to the extent that cover for such fees, costs and expenses are not available under the Network Interruption Coverage Section.</li> </ul>
<b>Company Computer System</b>	<ul style="list-style-type: none"> <li>(i) Any computer hardware, software or any components thereof that are linked together through a network of two or more devices accessible through the internet or an intranet or that are connected through data storage or other peripheral devices which are owned, operated, controlled or leased by a <b>Company</b>;</li> <li>(ii) any of the foregoing computer hardware, software or components thereof which is part of an industrial control system, including a supervisory control and data acquisition (SCADA) system; or</li> <li>(iii) any employee “Bring Your Own Device” but only to the extent such device is used to access any of the foregoing computer hardware, software or components thereof or <b>Data</b> contained therein.</li> </ul> <p>For the purposes of <b>Bricking Recovery Expenses</b> only, <b>Company Computer System</b> shall not include subparagraph (iii) above.</p>
<b>Confidential Information</b>	<b>Corporate Information</b> and <b>Personal Information</b> in a <b>Company’s</b> or <b>Information Holder’s</b> care, custody or control or for which a <b>Company</b> is legally responsible.

Term(s)	Meaning
<b>Corporate Information</b>	A <b>Third Party's</b> items of information that are not available to the public (including trade secrets, data, designs, forecasts, formulas, practices, processes, records, reports and documents) which are subject to contractual or legal protection.
<b>Credit Monitoring and ID Monitoring Expenses</b>	The reasonable and necessary fees, costs and expenses incurred by a <b>Company</b> , with the <b>Insurer's</b> prior written consent, for <b>Credit Monitoring and ID Monitoring Services</b> provided to those <b>Data Subjects</b> whose <b>Personal Information</b> is reasonably believed to have been disclosed or transmitted. Such fees, costs and expenses will only be paid by the <b>Insurer</b> for <b>Data Subjects</b> that request and/or activate the <b>Credit Monitoring and ID Monitoring Services</b> within ninety (90) days after receiving notification from the <b>Company</b> that their <b>Personal Information</b> is reasonably believed to have been disclosed or transmitted. In such a case, <b>Credit Monitoring and ID Monitoring Services</b> will only be provided to each such <b>Data Subject</b> for a period of two (2) years from the date of activation.
<b>Credit Monitoring and ID Monitoring Services</b>	Credit or identity theft monitoring services to identify possible misuse of any <b>Personal Information</b> as a result of an actual or suspected <b>Breach of Confidential Information</b> .
<b>Cyber Terrorism</b>	The premeditated use of disruptive activities against a <b>Company Computer System</b> or network, or the explicit threat to use such activities, by an individual or group of individuals, whether acting alone or on behalf of or in connection with any entity or government, in each case with the intention to cause harm, further social, ideological, religious, political or similar objectives, or to intimidate any person(s) in furtherance of such objectives.  <b>Cyber Terrorism</b> does not include any such activities which are part of or in support of any use of military force or war.
<b>Data Protection Legislation</b>	(i) The <i>Privacy Act 1988</i> (Cth), and any subsequent legislation that alters, repeals or replaces such legislation and all other equivalent laws and regulations relating to the regulation and enforcement of data protection or data privacy in any country.  (ii) Any other legislation which has the effect of imposing obligations in relation to the collection, handling, dealing, use, disclosure, storage, processing or control of <b>Personal Information</b> , including but not limited to any consumer protection legislation having such an effect.
<b>Data Recovery Expenses</b>	The reasonable and necessary fees, costs and expenses incurred by a <b>Company</b> , with the <b>Insurer's</b> prior written consent, on actions taken to:  (i) identify lost, damaged, destroyed, encrypted or corrupted <b>Data</b> ;  (ii) determine whether any lost, damaged, destroyed, encrypted or corrupted <b>Data</b> can be restored, repaired, recollected or recreated; and  (iii) restore, recreate, repair or recollect lost, damaged, destroyed, encrypted or corrupted <b>Data</b> to substantially the form in which it existed immediately prior to the <b>Insured Event</b> , including where necessary the cost to restore <b>Data</b> from backups or recreate <b>Data</b> from physical records.
<b>Data Subject</b>	Any natural person whose <b>Personal Information</b> has been either collected, stored, handled, dealt with or processed by or on behalf of a <b>Company</b> .
<b>First Response Advisor</b>	The law firm specified in the schedule, or any other replacement firm nominated by the <b>Insurer</b> , with respect to whom <b>Company</b> shall enter into a <b>Relevant Engagement</b> .
<b>First Response Expenses</b>	The reasonable and necessary fees, costs and expenses (as determined by the <b>Insurer</b> at its sole discretion) of the <b>First Response Advisor</b> providing <b>First Response Legal Services</b> .
<b>First Response IT Specialist</b>	The information technology services firm specified in the schedule, or any replacement firm nominated by the <b>Insurer</b> in the event of a conflict of interest.
<b>First Response Legal Services</b>	(i) legal advice and support provided pursuant to a <b>Relevant Engagement</b> ;  (ii) coordinating the <b>IT Specialist</b> , and, if considered necessary by the <b>First Response Advisor</b> or <b>Insurer</b> , the <b>Public Relations Advisor</b> ; and  (iii) preparation of notices and notification to any relevant <b>Regulator</b> .
<b>Information Holder</b>	A <b>Third Party</b> that holds <b>Personal Information</b> or <b>Corporate Information</b> on behalf of a <b>Company</b> .
<b>Insured</b>	A <b>Company</b> .

Term(s)	Meaning
<b>Insured Event</b>	(i) A <b>Breach of Confidential Information</b> ; (ii) a <b>Security Failure</b> ; or (iii) in respect of <b>Data Recovery Expenses</b> only, an <b>Operational Failure</b> .
<b>IT Expenses</b>	The reasonable and necessary fees, costs and expenses (as determined by the <b>Insurer</b> at its sole discretion) of an <b>IT Specialist</b> providing <b>IT Services</b> .
<b>IT Services</b>	The services of: (i) substantiating whether an <b>Insured Event</b> has occurred, how it occurred and whether it is still occurring; (ii) identifying any compromised <b>Data</b> resulting from an <b>Insured Event</b> ; (iii) establishing the extent to which <b>Confidential Information</b> may have been compromised resulting from an <b>Insured Event</b> ; or (iv) containing and resolving an <b>Insured Event</b> and making recommendations to prevent or mitigate a future occurrence of the same or similar event.
<b>IT Specialist</b>	An information technology services firm appointed by the <b>Insurer</b> , the <b>Response Advisor</b> or a <b>Company</b> that has been approved by the <b>Insurer</b> in advance of such appointment.
<b>Legal Expenses</b>	The reasonable and necessary fees, costs and expenses (as determined by the <b>Insurer</b> at its sole discretion) of a <b>Response Advisor</b> providing <b>Legal Services</b> .
<b>Legal Services</b>	The services of: (i) co-ordinating the <b>IT Specialist</b> or <b>Public Relations Advisor</b> ; (ii) advising, notifying and corresponding on any notification requirements with any relevant <b>Regulator</b> ; or (iii) monitoring complaints raised by <b>Data Subjects</b> and advising a <b>Company</b> on responses to an <b>Insured Event</b> for the purposes of minimising harm to the <b>Company</b> , including actions taken to maintain and restore public confidence in the <b>Company</b> , in dealing with any actual or suspected <b>Breach of Confidential Information</b> or <b>Security Failure</b> .
<b>Loss</b>	<b>Legal Expenses, IT Expenses, Data Recovery Expenses, Reputation Protection Expenses, Notification Expenses, Credit Monitoring and ID Monitoring Expenses, Bricking Recovery Expenses and First Response Expenses.</b>
<b>Notification Expenses</b>	The reasonable and necessary fees, costs and expenses incurred by a <b>Company</b> , with the <b>Insurer's</b> prior written consent, of: (i) investigating and collating information; (ii) preparing notices and notifying: (a) those <b>Data Subjects</b> whose <b>Personal Information</b> is reasonably believed to have been subject to loss or unauthorised access or disclosure; and (b) any <b>Third Party</b> whose <b>Corporate Information</b> is reasonably believed to have been subject to loss or unauthorised access or disclosure; and (c) any relevant <b>Regulator</b> ; and (iii) setting up and operating call centres, with regard to any actual or suspected <b>Breach of Confidential Information</b> .
<b>Operational Failure</b>	The loss or damage to <b>Data</b> caused by: (i) a negligent or unintentional act or failure to act by: (a) an <b>Insured</b> ; (b) an employee of an <b>Insured</b> ; or (c) a third party service provider to an <b>Insured</b> ; (ii) the loss or theft of electronic equipment; or (iii) a magnetic event other than: (a) the use of electromagnetic or directed-energy weapons; or (b) the natural deterioration of the storage media or data.

Term(s)	Meaning
<b>Personal Information</b>	Any information relating to an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not. <b>Personal Information</b> includes a natural person's name, tax file number, Medicare number, passport number, drivers licence number, telephone number, credit card or debit card number, account and other banking information, medical information, biometric data, or any other information about a natural person protected under any <b>Data Protection Legislation</b> .
<b>Public Relations Advisor</b>	A consultant appointed by the <b>Insurer</b> or the <b>Response Advisor</b> , or any other consultant appointed by a <b>Company</b> that has been approved by the <b>Insurer</b> in advance of such appointment, to provide <b>Reputation Protection Services</b> .
<b>Regulator</b>	A regulator established pursuant to <b>Data Protection Legislation</b> in any jurisdiction and which is authorised to enforce statutory obligations in relation to the collection, handling, dealing, use, disclosure, storage, processing or control of <b>Confidential Information</b> or any other regulator which is authorised to enforce other statutory or regulatory obligations which have the effect of imposing obligations in relation to the collection, handling, dealing, use, disclosure, storage, processing or control of <b>Confidential Information</b> , including but not limited to any consumer protection legislation having such an effect. <b>Regulator</b> includes any other government agency or authorised data protection authority who makes a demand on a <b>Company</b> in relation to <b>Data Protection Legislation</b> .
<b>Relevant Engagement</b>	A written agreement between the <b>First Response Advisor</b> and a <b>Company</b> governing the provision of the <b>First Response Legal Services</b> to the <b>Company</b> or, if a written agreement is not reasonably practicable in the circumstances, an agreement supported by the <b>Company's</b> conduct in assenting to the <b>First Response Advisor</b> providing it with <b>First Response Legal Services</b> .
<b>Reputation Protection Expenses</b>	The reasonable and necessary fees, costs and expenses (as determined by the <b>Insurer</b> at its sole discretion) of a <b>Public Relations Advisor</b> providing <b>Reputation Protection Services</b> .
<b>Reputation Protection Services</b>	Advice and support (including advice concerning media strategy and independent public relations services, and the design and management of a communications strategy) in order to mitigate or prevent the potential adverse effect of, or reputational damage from, media reporting of an <b>Insured Event</b> .
<b>Response Advisor</b>	Any law firm appointed by the <b>Insurer</b> , or any other law firm appointed by a <b>Company</b> that has been approved by the <b>Insurer</b> in advance of such appointment.
<b>Security Failure</b>	(i) Any intrusion of, unauthorised access (including an unauthorised person using authorised credentials) to, or unauthorised use of (including by a person with authorised access) a <b>Company Computer System</b> , including that which results in or fails to mitigate any: (a) denial of service attack or denial of access; or (b) receipt or transmission of a malicious code, malicious software or virus; (ii) The loss of <b>Data</b> arising from the physical theft or loss of hardware controlled by a <b>Company</b> ; or (iii) the unauthorised reprogramming or corruption of software (including firmware) which renders a <b>Company Computer System</b> or any component thereof non-functional or useless for its intended purpose.

### 3. Exclusions

The following Exclusions are specific to this Event Management Coverage Section. They apply in addition to the Exclusions in Section 10 (Exclusions) of the **General Terms and Conditions**.

The **Insurer** shall not be liable for any **Loss**:

#### 3.1 Betterment

Consisting of the costs of:

- (i) updating, upgrading, enhancing or replacing a **Company Computer System** to a level beyond that which existed prior to the occurrence of an **Insured Event**, however, where **Bricking Recovery Expenses** Cover is purchased, this Exclusion shall not apply to:
  - (a) the patching or updating of a component of the **Company Computer System** required to resolve a **Security Failure** or **Breach of Confidential Information**; or

(b) the replacement of a component of the **Company Computer System** required to restore, recreate, repair or recollect damaged, destroyed or corrupted **Data** which can only be reasonably replaced with an upgraded or enhanced component, but in such circumstances, only for the cost of such upgraded or enhanced component that most closely matches the functionality of the component to be replaced;

(ii) removing software program errors or vulnerabilities.

### 3.2 Bodily Injury and Property Damage

Arising out of, based upon or attributable to any:

- (i) physical injury, mental illness, sickness, disease or death; or
- (ii) loss, damage or destruction of tangible property, however, where **Bricking Recovery Expenses** Cover is purchased, this Exclusion 3.2 (ii) shall not apply to the loss of use of electronic equipment caused by the reprogramming of the software (including firmware) of such electronic equipment rendering it useless for its intended purpose.

### 3.3 Government Entity or Public Authority

Arising out of, based upon or attributable to any seizure, confiscation or nationalisation of a **Company Computer System** by order of any government entity or public authority.

### 3.4 Infrastructure

Arising out of, based upon or attributable to any electrical or mechanical failure of infrastructure not under the control of a **Company**, including any electrical power interruption, surge, brownout or blackout, failure of telephone lines, data transmission lines, or other telecommunications or networking infrastructure.

This Exclusion 3.4 shall not apply to **Loss** arising out of, based upon or attributable solely to a **Security Failure** or **Breach of Confidential Information** that is caused by such electrical or mechanical failure of infrastructure.

### 3.5 Internal/Staff Costs

Consisting of the costs of payroll, salary, wages, fees, benefits, overheads or internal charges of any kind incurred by a **Company**.

### 3.6 Patent/Trade Secret

Arising out of, based upon or attributable to any:

- (i) infringement of patents;
- (ii) loss of rights to secure registration of patents; or
- (iii) misappropriation of trade secrets by or for the benefit of a **Company**.

### 3.7 War and Terrorism

Arising out of, based upon or attributable to any war (whether war is declared or not), terrorism (except **Cyber Terrorism**), invasion, use of military force, civil war, popular or military rising, rebellion or revolution, or any action taken to hinder or defend against any of these events.

## 4. Conditions

The following conditions are specific to this Event Management Coverage Section and shall apply in addition to the conditions (including notice provisions) set out within the **General Terms and Conditions**.

### 4.1 First Response Notification

The cover provided for **First Response Expenses** is granted solely with respect to a **Breach of Confidential Information** or **Security Failure** first discovered during the **Policy Period** and a **Company** shall, as a condition precedent to the obligations of the **Insurer** in respect of such **First Response Expenses**, notify the **Insurer** by contacting the Emergency Number specified in the schedule, or the **Insurer's** Claims Department using the contact details specified in Clause 7.1 ("Notice and Reporting") of this Policy, as soon as reasonably practicable after the **Breach of Confidential Information** or **Security Failure** first occurs.

# CyberEdge Coverage

## Network Interruption Coverage

### 1. Insurance Covers

#### 1.1 Network Interruption Loss

The **Insurer** will, with regard to an **Insured Event** which first occurs during the **Policy Period**, pay to each **Company**:

- (i) **Network Loss** which results from the **Insured Event** and which the **Company** incurs during the **Insured Event** (but, if the **Insured Event** lasts longer than 120 days, only during the first 120 days of the **Insured Event**); and
- (ii) **Network Loss** which results from the **Insured Event** and which the **Company** incurs during the 90 days following resolution of the **Insured Event**.

#### 1.2 Interruption and Mitigation Costs

The **Insurer** will pay, to or on behalf of each **Company**, **Network Interruption Costs** incurred in mitigating the impact of an **Insured Event** which first occurs during the **Policy Period**.

#### 1.3 Loss Preparation Costs

If **Loss Preparation Costs** Cover is **Purchased**, the **Insurer** will pay, to or on behalf of each **Company**, **Loss Preparation Costs** incurred as a result of an **Insured Event** which first occurs during the **Policy Period**.

### 2. Definitions

The following definitions are specific to this Network Interruption Coverage Section. All other definitions set out within Section 9 (Definitions) of the **General Terms and Conditions** shall apply as stated.

Term(s)	Meaning
<b>Company Computer System</b>	<ul style="list-style-type: none"> <li>(i) Any computer hardware, software or any other components thereof that are linked together through a network of two or more devices accessible through the internet or an intranet or that are connected through data storage or other peripheral devices which are owned, operated, controlled or leased by a <b>Company</b>; or</li> <li>(ii) any of the foregoing computer hardware, software or components thereof which is part of an industrial control system, including a supervisory control and data acquisition (SCADA) system.</li> </ul>
<b>Cyber Terrorism</b>	<p>The premeditated use of disruptive activities against a <b>Company Computer System</b> or network, or the explicit threat to use such activities, by an individual or group of individuals, whether acting alone or on behalf of or in connection with any entity or government, in each case with the intention to cause harm, further social, ideological, religious, political or similar objectives, or to intimidate any person(s) in furtherance of such objectives.</p> <p><b>Cyber Terrorism</b> does not include any such activities which are part of or in support of any use of military force or war.</p>
<b>Data Protection Legislation</b>	<ul style="list-style-type: none"> <li>(i) The <i>Privacy Act 1988</i> (Cth), and any subsequent legislation that alters, repeals or replaces such legislation and all other equivalent laws and regulations relating to the regulation and enforcement of data protection or data privacy in any country.</li> <li>(ii) Any other legislation which has the effect of imposing obligations in relation to the collection, handling, dealing, use, disclosure, storage, processing or control of <b>Confidential Information</b>, including but not limited to any consumer protection legislation having such an effect.</li> </ul>
<b>Increased Costs of Working</b>	Expenses (including overtime of <b>Employees</b> ) incurred over and above normal operating expenses in order to ensure continuation of the normal business operations of a <b>Company</b> and to reduce its loss of business income.
<b>Insured</b>	a <b>Company</b> .



Term(s)	Meaning
<b>Insured Event</b>	<ul style="list-style-type: none"> <li>(i) If <b>Security Failure</b> Cover is <b>Purchased</b>, a <b>Material Interruption</b> to a <b>Company Computer System</b> that is caused by a <b>Security Failure</b>;</li> <li>(ii) if <b>System Failure</b> Cover is <b>Purchased</b>, a <b>Material Interruption</b> to a <b>Company Computer System</b> that is caused by a <b>System Failure</b>;</li> <li>(iii) if <b>Voluntary Shutdown</b> Cover is <b>Purchased</b>, a <b>Material Interruption</b> to a <b>Company Computer System</b> that is caused by a <b>Voluntary Shutdown</b>;</li> <li>(iv) if <b>Regulatory Shutdown</b> Cover is <b>Purchased</b>, a <b>Material Interruption</b> to a <b>Company Computer System</b> that is caused by a <b>Regulatory Shutdown</b>;</li> <li>(v) if <b>OSP Security Failure</b> Cover is <b>Purchased</b>, a <b>Material Interruption</b> to an <b>OSP Computer System</b> that is caused by an <b>OSP Security Failure</b>; and</li> <li>(vi) if <b>OSP System Failure</b> Cover is <b>Purchased</b>, a <b>Material Interruption</b> to an <b>OSP Computer System</b> that is caused by an <b>OSP System Failure</b>,</li> </ul> <p>and in each case, only where the duration of the <b>Material Interruption</b> exceeds the applicable Waiting Hours Period specified in the schedule.</p>
<b>Loss</b>	<ul style="list-style-type: none"> <li>(i) For the purposes of Insurance Cover 1.1, <b>Network Loss</b>;</li> <li>(ii) for the purposes of Insurance Cover 1.2, <b>Network Interruption Costs</b>;</li> <li>(iii) for the purposes of Insurance Cover 1.3, <b>Loss Preparation Costs</b>.</li> </ul>
<b>Loss Preparation Costs</b>	<p>Reasonable and necessary professional fees and expenses incurred by a <b>Company</b> with the <b>Insurer's</b> consent, for the services of a third-party forensic accounting firm to establish, prove, verify or quantify <b>Network Loss</b> or <b>Network Interruption Costs</b> or prepare the proof of loss referred to in Condition 4.1 of this Network Interruption Coverage Section.</p> <p><b>Loss Preparation Costs</b> does not include any fees or expenses for consultation on coverage or negotiation of claims.</p>
<b>Material Interruption</b>	<ul style="list-style-type: none"> <li>(i) The suspension or degradation of a <b>Company Computer System</b> (for the purposes of Insured Event (i) – (iv)) or an <b>OSP Computer System</b> (for the purposes of Insured Event (v) or (vi)) causing the <b>Company</b> to be unable to continue the normal business operations of the <b>Company</b>; or</li> <li>(ii) the deletion, damage, corruption, alteration or loss of or to <b>Data</b> on a <b>Company Computer System</b> (for the purposes of Insured Event (i) – (iv)) or an <b>OSP Computer System</b> (for the purposes of Insured Event (v) or (vi)) causing the <b>Company</b> to be unable to access that <b>Data</b> and unable to continue the normal business operations of the <b>Company</b>.</li> </ul>
<b>Network Interruption Costs</b>	<p>The reasonable and necessary costs and expenses that a <b>Company</b> incurs to minimise the <b>Network Loss</b>, or reduce the impact of a <b>Material Interruption</b>; provided however that the amount of <b>Network Loss</b> prevented or reduced must be greater than the costs and expenses incurred.</p>
<b>Network Loss</b>	<ul style="list-style-type: none"> <li>(i) A <b>Company's</b> actual loss sustained resulting from the reduction in business income calculated by taking either Network Loss Option 1 or Network Loss Option 2; and</li> <li>(ii) the <b>Company's Increased Costs of Working</b> (but only up to an amount equal to the reduction in the business income that would have been incurred had the <b>Company</b> been unable to continue its normal business operations).</li> </ul> <p>Network Loss Option 1 (Net Profit and Continuing Fixed Costs Calculation) is calculated as follows: Take the net profit or loss which would have been earned or incurred had the <b>Material Interruption</b> not occurred and add the costs (including ordinary payroll) which necessarily continue during the <b>Material Interruption</b>.</p> <p>Network Loss Option 2 (Gross Profits Calculation) is calculated as follows: Take the revenue which would have been derived from the operation of the business had the <b>Material Interruption</b> not occurred and subtract the variable costs, and any other costs, which do not necessarily continue during the <b>Material Interruption</b>.</p>
<b>OSP Computer System</b>	<p>Any computer hardware, software or any components thereof that are linked together through a network of two or more devices accessible through the internet or an intranet or that are connected through data storage or other peripheral devices which are owned, operated, controlled or leased by an <b>Outsource Service Provider</b>.</p>

Term(s)	Meaning
<b>OSP Security Failure</b>	Any intrusion of, unauthorised access (including any unauthorised person using authorised credentials) to, or unauthorised use of (including by a person with authorised access) an <b>OSP Computer System</b> , including that which results in or fails to mitigate any: <ul style="list-style-type: none"> <li>(i) denial of service attack or denial of access; or</li> <li>(ii) receipt or transmission of a malicious code, malicious software or virus.</li> </ul>
<b>OSP System Failure</b>	Any unintentional and unplanned outage of an <b>OSP Computer System</b> such that the <b>Outsource Service Provider</b> is unable to provide to a <b>Company</b> the services described in a contract between a <b>Company</b> and an <b>Outsource Service Provider</b> pursuant to which an <b>Outsource Service Provider</b> provides services to a <b>Company</b> for a fee.
<b>Outsource Service Provider</b>	A <b>Third Party</b> that a <b>Company</b> has appointed to provide specified information technology services (such as the processing, hosting and storage of <b>Data</b> ) to the <b>Company</b> based on an express contractual agreement, but only to the extent of the provision of such services. <b>Outsource Service Provider</b> does not include: <ul style="list-style-type: none"> <li>(i) a public utility (including a provider of electricity, gas, water or telecommunication services);</li> <li>(ii) an internet service provider (including any provider of internet connectivity); or,</li> <li>(iii) a securities exchange or market.</li> </ul>
<b>Regulatory Shutdown</b>	An intentional shutdown or impairment of a <b>Company Computer System</b> by an <b>Insured</b> , necessary to comply with an enforceable legal or regulatory order pursuant to <b>Data Protection Legislation</b> resulting directly and solely from a <b>Security Failure</b> .
<b>Security Failure</b>	<ul style="list-style-type: none"> <li>(i) Any intrusion of, unauthorised access (including an unauthorised person using authorised credentials) to, or unauthorised use of (including by a person with authorised access) a <b>Company Computer System</b>, including that which results in or fails to mitigate any: <ul style="list-style-type: none"> <li>(a) denial of service attack or denial of access; or,</li> <li>(b) receipt or transmission of a malicious code, malicious software or virus; or</li> </ul> </li> <li>(ii) the unauthorised reprogramming or corruption of software (including firmware) which renders a <b>Company Computer System</b> or any component thereof non-functional or useless for its intended purpose.</li> </ul>
<b>System Failure</b>	Any unintentional and unplanned outage of a <b>Company Computer System</b> .
<b>Voluntary Shutdown</b>	A voluntary and intentional shutdown or impairment of a <b>Company Computer System</b> by or at the direction of: <ul style="list-style-type: none"> <li>(i) the Chief Information officer or Chief Information Security Officer of a <b>Company</b> (or the equivalent position regardless of title) who has at least 5 years' experience in an Information Security or Technology role; or</li> <li>(ii) an information technology services firm appointed by a <b>Company</b> that has been approved by the <b>Insurer</b> in advance of such appointment,</li> </ul> after the discovery of a <b>Security Failure</b> , with the reasonable belief that such shutdown or impairment would limit the <b>Loss</b> that would otherwise be incurred as a result of that <b>Security Failure</b> .

### 3. Exclusions

The following Exclusions are specific to this Network Interruption Coverage Section. They apply in addition to the Exclusions in Section 10 (Exclusions) of the **General Terms and Conditions**.

The **Insurer** shall not be liable for **Loss**:

#### 3.1 Betterment

Consisting of the costs of:

- (i) updating, upgrading, enhancing or replacing any component of a **Company Computer System** or an **OSP Computer System** to a level beyond that which existed prior to the occurrence of a **Material Interruption**; however, this exclusion shall not apply to the extent that the replacement of a component of a **Company Computer System** is:
  - (a) required to end the **Material Interruption**; and
  - (b) no longer available and can only be reasonably replaced with an upgraded or enhanced version; or
- (ii) removing software program errors or vulnerabilities.

#### 3.2 Bodily Injury and Property Damage

Arising out of, based upon or attributable to any:

- (i) physical injury, mental illness, sickness, disease or death; or
- (ii) loss, damage or destruction of tangible property; however, where **Bricking Recovery Expenses** Cover is purchased, this Exclusion 3.2 (ii) shall not apply to the loss of use of electronic equipment caused by the reprogramming of the software (including firmware) of such electronic equipment rendering it useless for its intended purpose.

#### 3.3 Business Conditions

Consisting of loss of earnings, or costs or expenses, attributable to unfavourable business or economic conditions.

#### 3.4 Government Entity or Public Authority

Arising out of, based upon or attributable to any seizure, confiscation or nationalisation of a **Company Computer System** by order of any government entity or public authority.

#### 3.5 Infrastructure

Arising out of, based upon or attributable to any electrical or mechanical failure of infrastructure not under the control of a **Company** (or, where **OSP Security Failure** Cover or **OSP System Failure** Cover is **Purchased**, an **Outsource Service Provider**), including any electrical power interruption, surge, brownout or blackout, failure of telephone lines, data transmission lines, or other telecommunications or networking infrastructure.

#### 3.6 Liability

Arising out of, based upon or attributable to any:

- (i) written demand, civil, administrative or arbitral proceedings, made by any **Third Parties** seeking any legal remedy; or
- (ii) penalties paid to **Third Parties**.

#### 3.7 Patent

Arising out of, based upon or attributable to any infringement of patents.

#### 3.8 Trading Losses

Consisting of trading losses, liabilities or changes in trading account value.

#### 3.9 War and Terrorism

Arising out of, based upon or attributable to any war (whether war is declared or not), terrorism (except **Cyber Terrorism**), invasion, use of military force, civil war, popular or military rising, rebellion or revolution, or any action taken to hinder or defend against any of these events.

## 4. Conditions

The following conditions are specific to this Network Interruption Coverage Section and shall apply in addition to the conditions set out within the **General Terms and Conditions**.

### 4.1 Proof of Loss

In addition to the requirements to give notice to the **Insurer** under Section 7.1 (Notice and Reporting) of the **General Terms and Conditions**, and before coverage under this Network Interruption Coverage Section shall apply, a **Company** must also:

- (i) complete and sign a written, detailed and affirmed proof of loss after the resolution of the **Material Interruption**, which will include:
  - (a) a full description of the **Network Interruption Costs** or **Network Loss** and the circumstances of such **Network Interruption Costs** or **Network Loss**;
  - (b) a detailed calculation of any **Network Loss**;
  - (c) all underlying documents and materials that reasonably relate to or form a part of the basis of the proof of the **Network Interruption Costs** or **Network Loss**; and
- (ii) upon the **Insurer's** request promptly respond to requests for information.

All adjusted claims are due and payable 45 days after:

- (a) the presentation of the satisfactory written proof of **Network Loss** and **Network Interruption Costs** as provided for in (i) and (ii) above; and
- (b) the subsequent written acceptance thereof by the **Insurer**.

**Network Loss** shall be reduced by any amounts recovered by a **Company** (including the value of any service credits provided to a **Company**) from any party (including any **Outsource Service Provider**).

The costs and expenses of establishing or proving **Network Loss** and/or **Network Interruption Costs** under this Network Interruption Coverage Section, including those associated with preparing the proof of loss, shall be the obligation of the **Company** and are not covered under this policy except as covered under 1.3 (Loss Preparation Costs) of this Network Interruption Coverage Section.

# CyberEdge Coverage

## Security and Privacy Liability Coverage

### 1. Insurance Covers

#### 1.1 Data Protection Investigation and Data Protection Fines

The **Insurer** will pay, to or on behalf of each **Company**, **Loss** resulting from a **Regulatory Investigation** first occurring during the **Policy Period**.

#### 1.2 Cyber Liability

The **Insurer** will pay, to or on behalf of each **Insured**, **Loss** resulting from a **Claim** first made and notified during the **Policy Period** resulting from any:

- (i) actual or alleged **Breach of Confidential Information** by an **Insured** or an **Information Holder**;
- (ii) actual or alleged **Security Failure**; or
- (iii) actual or alleged failure by a **Company** to notify a **Data Subject** or any **Regulator** of a loss, unauthorised access to or unauthorised disclosure of **Personal Information** for which the **Company** is responsible in accordance with the requirements of any **Data Protection Legislation**,

which occurred or occurs prior to or during the **Policy Period**.

### 2. Definitions

The following definitions are specific to this Security and Privacy Liability Coverage Section. All other definitions set out within Section 9 (Definitions) of the **General Terms and Conditions** shall apply as stated.

Term(s)	Meaning
<b>Breach of Confidential Information</b>	The loss or unauthorised access to, modification or disclosure of <b>Confidential Information</b> .
<b>Claim</b>	(i) A written demand against an <b>Insured</b> ; (ii) civil, administrative or arbitral proceedings or a complaint to a <b>Regulator</b> brought against an <b>Insured</b> ; or (iii) a <b>PCI-DSS Assessment</b> , provided always that the specific <b>Insured</b> which is the subject of the <b>PCI-DSS Assessment</b> was validated as compliant with the generally accepted and published Payment Card Industry Data Security Standards prior to and at the time of any <b>Breach of Confidential Information</b> which gives rise to such <b>PCI-DSS Assessment</b> occurring, seeking any legal remedy.
<b>Company Computer System</b>	(i) Any computer hardware, software or any components thereof that are linked together through a network of two or more devices accessible through the internet or an intranet or that are connected through data storage or other peripheral devices which are owned, operated, controlled or leased by a <b>Company</b> ; (ii) any of the foregoing computer hardware, software or components thereof which is part of an industrial control system, including a supervisory control and data acquisition (SCADA) system; (iii) any employee “Bring Your Own Device” but only to the extent such device is used to access any of the foregoing computer hardware, software or components thereof or <b>Data</b> contained therein; or (iv) any cloud service or other hosted computer resources, used by a <b>Company</b> and operated by a <b>Third Party</b> service provider under a written contract between such <b>Third Party</b> service provider and a <b>Company</b> .
<b>Confidential Information</b>	<b>Corporate Information</b> and <b>Personal Information</b> in a <b>Company’s</b> or <b>Information Holder’s</b> care, custody or control or for which a <b>Company</b> is legally responsible.
<b>Corporate Information</b>	A <b>Third Party’s</b> items of information that are not available to the public (including trade secrets, data, designs, forecasts, formulas, practices, processes, records, reports and documents) which are subject to contractual or legal protection.

Term(s)	Meaning
<b>Cyber Terrorism</b>	<p>The premeditated use of disruptive activities against a <b>Company Computer System</b> or network, or the explicit threat to use such activities, by an individual or group of individuals, whether acting alone or on behalf of or in connection with any entity or government, in each case with the intention to cause harm, further social, ideological, religious, political or similar objectives, or to intimidate any person(s) in furtherance of such objectives.</p> <p><b>Cyber Terrorism</b> does not include any such activities which are part of or in support of any use of military force or war.</p>
<b>Damages</b>	<p>Damages or compensation that an <b>Insured</b> is legally liable to pay resulting from a <b>Claim</b> as ascertained by:</p> <ul style="list-style-type: none"> <li>(i) judgments, arbitral awards or regulatory determinations rendered against that <b>Insured</b>; or</li> <li>(ii) a settlement agreement negotiated by that <b>Insured</b> and for which prior written consent has been obtained from the <b>Insurer</b>.</li> </ul> <p><b>Damages</b> includes punitive or exemplary or multiple damages where lawfully insurable and any monetary amounts that an <b>Insured</b> is required by law or has agreed by settlement to deposit into a consumer redress fund.</p>
<b>Data Protection Fines</b>	<p>Any lawfully insurable fines or penalties which are adjudicated by a <b>Regulator</b>, or ordered by a court on the application of a <b>Regulator</b>, to be payable by a <b>Company</b> for a breach of <b>Data Protection Legislation</b>.</p> <p><b>Data Protection Fines</b> does not include any other type of civil or criminal fines and penalties.</p>
<b>Data Protection Legislation</b>	<ul style="list-style-type: none"> <li>(i) The <i>Privacy Act 1988</i> (Cth), and any subsequent legislation that alters, repeals or replaces such legislation and all other equivalent laws and regulations relating to the regulation and enforcement of data protection or data privacy in any country.</li> <li>(vi) Any other legislation which has the effect of imposing obligations in relation to the collection, handling, dealing, use, disclosure, storage, processing or control of <b>Confidential Information</b>, including but not limited to any consumer protection legislation having such an effect.</li> </ul>
<b>Data Subject</b>	<p>Any natural person whose <b>Personal Information</b> has been either collected, stored, handled, dealt with or processed by or on behalf of a <b>Company</b>.</p>
<b>Defence Costs</b>	<p>Reasonable and necessary legal fees, costs and expenses which an <b>Insured</b> incurs with the prior written consent of the <b>Insurer</b> in relation to the investigation, response, defence, appeal or settlement of a <b>Claim</b> or <b>Regulatory Investigation</b>, including court attendance costs incurred by or on behalf of that <b>Insured</b>.</p> <p><b>Defence Costs</b> does not include the remuneration of any <b>Insured</b>, cost of their time or any other costs or overheads of any <b>Insured</b>.</p>
<b>Information Holder</b>	<p>A <b>Third Party</b> that holds <b>Personal Information</b> or <b>Corporate Information</b> on behalf of a <b>Company</b>.</p>
<b>Insured</b>	<ul style="list-style-type: none"> <li>(i) A <b>Company</b>;</li> <li>(ii) a natural person who was, is or during the <b>Policy Period</b> becomes a principal, partner, director, officer or <b>Employee</b> of a <b>Company</b>; or</li> <li>(iii) a natural person who is an independent contractor, temporary contract labourer, self-employed person, or labour-only sub-contractor, under the direction and direct supervision of a <b>Company</b> but only in relation to the services provided to that <b>Company</b>.</li> </ul> <p><b>Insured</b> includes the estate, heirs or legal representatives of a deceased, legally incompetent or bankrupt <b>Insured</b> referred to in (ii) above to the extent that a <b>Claim</b> is brought against them solely by reason of them having an interest in property that is sought to be recovered in a <b>Claim</b> against such <b>Insured</b> referred to in (ii) above.</p>
<b>Insured Event</b>	<p>A <b>Claim</b> or a <b>Regulatory Investigation</b>.</p>

Term(s)	Meaning
<b>Loss</b>	<p>(i) For the purposes of Insurance Cover 1.1, <b>Defence Costs</b> and <b>Data Protection Fines</b>;</p> <p>(ii) for the purposes of Insurance Cover 1.2, <b>Damages, Defence Costs</b> and any amounts payable in connection with a <b>PCI-DSS Assessment</b>.</p> <p><b>Loss</b> does not include:</p> <p>(a) non-compensatory or multiple damages (except to the extent covered as <b>Damages</b> or as part of a <b>PCI-DSS Assessment</b>) or liquidated damages;</p> <p>(b) fines or penalties (except <b>Data Protection Fines</b> to the extent covered in 1.1. (Data Protection Investigation and Data Protection Fines));</p> <p>(c) the costs and expenses of complying with any order for, grant of or agreement to provide injunctive or other non-monetary relief; or</p> <p>(d) an <b>Insured's</b> remuneration, cost of management or staff time or overheads.</p>
<b>PCI-DSS Assessment</b>	<p>Any written demand received by a <b>Company</b> from a payment card association (e.g., MasterCard, Visa, American Express) or bank or servicer processing payment card transactions (e.g., an “acquiring bank” or “payment processor”) for a monetary amount (including fraud recovery, operational reimbursement, reimbursement of card reissuance costs and contractual fines and penalties) where:</p> <p>(i) a <b>Company</b> has contractually agreed to indemnify such Payment Card Association, bank or servicer processing payment card transactions for any monetary assessment made in connection with a <b>Company's</b> obligations under the Payment Card Industry Data Security Standards, including such contractual obligations contained in a merchant services agreement or similar agreement; and</p> <p>(ii) such monetary assessment arises out of a <b>Breach of Confidential Information</b>.</p>
<b>Personal Information</b>	<p>Any information relating to an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not.</p> <p><b>Personal Information</b> includes a natural person's name, tax file number, Medicare number, passport number, driver's license number, telephone number, credit card or debit card number, account and other banking information, medical information, biometric data or any other information about a natural person protected under any <b>Data Protection Legislation</b>.</p>
<b>Regulator</b>	<p>A regulator established pursuant to <b>Data Protection Legislation</b> in any jurisdiction and which is authorised to enforce statutory obligations in relation to the handling, dealing, use, collecting, disclosing, storing, processing or control of <b>Confidential Information</b> or any other regulator which is authorised to enforce other statutory or regulatory obligations which have the effect of imposing obligations in relation to the collection, handling, dealing, use, disclosure, storage, processing or control of <b>Confidential Information</b>, including but not limited to any consumer protection legislation having such an effect.</p> <p><b>Regulator</b> includes any other government agency or authorised data protection authority who makes a demand on the <b>Insured</b> in relation to <b>Data Protection Legislation</b>.</p>
<b>Regulatory Investigation</b>	<p>Any formal or official action, investigation, inquiry or audit by a <b>Regulator</b> against a <b>Company</b> once it is identified in writing by a <b>Regulator</b>, which arises out of the use or suspected misuse of <b>Personal Information</b> or any aspects of the control, collection, handling, dealing, use, disclosure, storage or processing of <b>Personal Information</b> or delegation of data processing to an <b>Information Holder</b>, which is regulated by <b>Data Protection Legislation</b>.</p> <p><b>Regulatory Investigation</b> does not include any industry-wide, non-firm specific action, investigation, inquiry or audit.</p>
<b>Security Failure</b>	<p>(i) Any intrusion of, unauthorised access (including an unauthorised person using authorised credentials) to, or unauthorised use of (including by a person with authorised access) a <b>Company Computer System</b>, including that which results in or fails to mitigate any:</p> <p>(a) denial of service attack or denial of access; or</p> <p>(b) receipt or transmission of a malicious code, malicious software or virus;</p> <p>(ii) the loss of <b>Data</b> arising from the physical theft or loss of hardware controlled by a <b>Company</b>; or</p> <p>(iii) the unauthorised reprogramming or corruption of software (including firmware) which renders a <b>Company Computer System</b> or any component thereof non-functional or useless for its intended purpose.</p>

### 3. Exclusions

The following Exclusions are specific to this Security and Privacy Liability Coverage Section. They apply in addition to the Exclusions in Section 10 (Exclusions) of the **General Terms and Conditions**.

The **Insurer** shall not be liable for **Loss** arising out of, based upon or attributable to:

#### 3.1 Anti-Competitive Conduct

Any actual or alleged anti-competitive conduct, restraint of trade, unfair competition or unfair or deceptive business practices, including violation of any consumer protection law.

This Exclusion 3.1 shall not apply to a **Regulatory Investigation** alleging such anti-competitive conduct, restraint of trade, unfair competition or unfair or deceptive business practices, including violation of any consumer protection law, directly in connection with a **Security Failure** or **Breach of Confidential Information**.

#### 3.2 Assumed Liability, Guarantee, Warranty

Any guarantee, warranty, contractual term or liability assumed or accepted by an **Insured** under any contract or agreement except to the extent such liability would have attached to the **Insured** in the absence of such contract or agreement.

This Exclusion 3.2 shall not apply to:

- (i) a contractual obligation to prevent a **Security Failure** or **Breach of Confidential Information**;
- (ii) an obligation under a written confidentiality or disclosure agreement with a **Third Party** to prevent a **Breach of Confidential Information**; or
- (iii) the obligation to comply with Payment Card Industry Data Security Standards.

#### 3.3 Bodily Injury and Property Damage

Any:

- (i) physical injury, mental illness, sickness, disease or death: however, this Exclusion 3.3 (i) shall not apply in respect of emotional distress, mental anguish, injury to feelings, humiliation or similar arising solely out of an **Breach of Confidential Information**; or
- (ii) loss, damage or destruction of tangible property.

#### 3.4 Employment Practices Liability

Any of a **Company's** employment practices (including wrongful dismissal, discharge or termination, discrimination, harassment, retaliation or other employment-related claim).

This Exclusion 3.4 shall not apply to any **Claim** by an individual to the extent such individual is alleging:

- (i) a **Breach of Confidential Information** in connection with such individual's employment or application for employment with a **Company**; or
- (ii) a failure to disclose a **Security Failure** or **Breach of Confidential Information**.

#### 3.5 Government Entity or Public Authority

Any seizure, confiscation or nationalisation of a **Company Computer System** by order of any government entity or public authority.

#### 3.6 Infrastructure

Any electrical or mechanical failure of infrastructure not under the control of a **Company**, including any electrical power interruption, surge, brownout or blackout, failure of telephone lines, data transmission lines, or other telecommunications or networking infrastructure.

This Exclusion 3.6 shall not apply to **Loss** arising out of, based upon or attributable solely to a **Security Failure** or **Breach of Confidential Information** that is caused by such electrical or mechanical failure of infrastructure.

#### 3.7 Insured v Insured

Any **Claim** brought by or on behalf of an **Insured** against another **Insured**.

This Exclusion 3.7 shall not apply to an actual or alleged unauthorised access to or unauthorised disclosure of **Personal Information** of any **Employee**, director, principal, partner or officer.



### 3.8 Patent/Trade Secret

Any:

- (i) infringement of patents;
- (ii) loss of rights to secure registration of patents; or
- (iii) misappropriation of trade secrets by or for the benefit of a **Company**.

### 3.9 Securities Claims

Any:

- (i) actual or alleged violation by an **Insured** of any law, regulation or rule relating to the ownership, purchase, sale or offer of, or solicitation of an offer to purchase or sell, securities, including but not limited to the *Corporations Act 2001* (Cth); or
- (ii) any actual or alleged violation by an **Insured** of any provision of the Securities Act of 1933, the Securities Exchange Act of 1934 (each a United States of America statute) or any similar law of any jurisdiction, including but not limited to the *Corporations Act 2001* (Cth).

This Exclusion 3.10 shall not apply to any **Damages** or **Defence Costs** incurred in relation to a **Claim** solely alleging a failure to notify a **Regulator** of a **Breach of Confidential Information** where such failure to notify is in violation of any law.

### 3.10 War and Terrorism

Any war (whether war is declared or not), terrorism (except **Cyber Terrorism**), invasion, use of military force, civil war, popular or military rising, rebellion or revolution, or any action taken to hinder or defend against any of these events.

# CyberEdge Coverage

## Digital Media Content Liability Coverage

### 1. Insurance Cover

#### 1.1 Digital Media Content Liability

The **Insurer** will pay, on behalf of each **Insured**, **Loss** resulting from a **Claim** first made during the **Policy Period** arising from **Digital Media Activities**.

### 2. Definitions

The following definitions are specific to this Digital Media Content Liability Coverage Section. All other definitions set out within Section 9 (Definitions) of the **General Terms and Conditions** shall apply as stated.

Term(s)	Meaning
<b>Claim</b>	(i) A written demand against an <b>Insured</b> ; or (ii) civil, administrative or arbitral proceedings brought against an <b>Insured</b> , seeking any legal remedy for a <b>Wrongful Act</b> .
<b>Damages</b>	Damages or compensation that an <b>Insured</b> is legally liable to pay resulting from a <b>Claim</b> as ascertained by: (i) judgments, arbitral awards rendered against that <b>Insured</b> ; (ii) a settlement agreement negotiated by that <b>Insured</b> and for which prior written consent has been obtained from the <b>Insurer</b> . <b>Damages</b> includes punitive or exemplary or multiple damages where lawfully insurable.
<b>Defence Costs</b>	Reasonable and necessary fees, costs and expenses which an <b>Insured</b> incurs with the prior written consent of the <b>Insurer</b> , in relation to the investigation, response, defence, appeal or settlement of a <b>Claim</b> , including court attendance costs incurred by or on behalf of that <b>Insured</b> . <b>Defence Costs</b> does not include the remuneration of any <b>Insured</b> , cost of their time or any other costs or overheads of any <b>Insured</b> .
<b>Digital Media Activities</b>	The posting on the <b>Company's</b> website or social media outlets, of any <b>Digital Media</b> .
<b>Digital Media</b>	Any digitised content, including text, graphics, audio and video, that can be transmitted over the internet or computer networks.
<b>Insured</b>	(i) A <b>Company</b> ; (ii) a natural person who was, is or during the <b>Policy Period</b> becomes a principal, partner, director, officer or <b>Employee</b> of a <b>Company</b> ; (iii) an independent contractor, temporary contract labourer, self-employed person or labour-only sub-contractor, under the direction and direct supervision of a <b>Company</b> , but only in relation to the <b>Digital Media Activities</b> they undertake for that <b>Company</b> ; (iv) a joint venture where a <b>Company</b> maintains operational control, but only to the extent of the <b>Company's</b> interest in such joint venture; and (v) a natural person or entity which a <b>Company</b> is required by contract to add as an <b>Insured</b> under this policy, but only when and to the extent such natural person is acting on behalf of that <b>Company</b> ; provided that such organisation or person shall only be covered under this Digital Media Content Liability Coverage Section in respect of <b>Loss</b> arising from a <b>Wrongful Act</b> when undertaking <b>Digital Media Activities</b> in the foregoing capacities. <b>Insured</b> includes the estate, heirs or legal representatives of a deceased, legally incompetent or bankrupt <b>Insured</b> referred to in (ii) above to the extent that a <b>Claim</b> is brought against them solely by reason of them having an interest in property that is sought to be recovered in a <b>Claim</b> against such <b>Insured</b> referred to in (ii) above.
<b>Insured Event</b>	A <b>Claim</b>
<b>Intellectual Property</b>	Copyright, moral rights, trademark, service mark, design rights, know-how, database rights, registered domain or any other intellectual property, but not including patents or trade secrets.

Term(s)	Meaning
<b>Loss</b>	<p><b>Damages and Defence Costs;</b></p> <p><b>Loss</b> does not include:</p> <ul style="list-style-type: none"> <li>(i) non-compensatory or multiple damages (except to the extent covered as <b>Damages</b>) or liquidated damages;</li> <li>(ii) fines or penalties;</li> <li>(iii) the costs and expenses of complying with any order for, grant of or agreement to provide injunctive or other non-monetary relief;</li> <li>(iv) discounts, service credits, rebates, price reductions, coupons, prizes, awards or other contractual or non-contractual incentives, promotions or inducements offered to an <b>Insured's</b> customers or clients;</li> <li>(v) production costs or the cost of recall, reproduction, reprinting, return or correction of <b>Digital Media</b> by any person or entity; or</li> <li>(vi) any <b>Insured's</b> remuneration, cost of time or overheads.</li> </ul>
<b>Wrongful Act</b>	<p>Any actual or alleged:</p> <ul style="list-style-type: none"> <li>(i) defamation, including libel, slander, disparagement of trade reputation or the character of any person or organisation, or infliction of emotional distress or mental anguish arising from the foregoing;</li> <li>(ii) unintentional infringement of copyright, title, slogan, trade mark, trade name, trade dress, mark, service mark, service name, or domain name;</li> <li>(iii) plagiarism, piracy or misappropriation or theft of ideas or information;</li> <li>(iv) invasion, infringement or interference with rights of privacy, publicity, morals, false light, public disclosure of private facts, intrusion and commercial appropriation of name, persona or likeness; or</li> <li>(v) passing-off but only if alleged in conjunction with any of the acts listed in (i) – (iv) above, on or after the <b>Retroactive Date</b> and prior to the end of the <b>Policy Period</b> in the course of undertaking <b>Digital Media Activities</b>.</li> </ul>

### 3. Exclusions

The following Exclusions are specific to this Digital Media Content Liability Coverage Section. They apply in addition to the Exclusions in Section 10 (Exclusions) of the **General Terms and Conditions**.

The **Insurer** shall not be liable for **Loss** arising out of, based upon or attributable to:

#### 3.1 Anti-Competitive Conduct

Any actual or alleged anti-competitive conduct, restraint of trade, unfair competition or unfair or deceptive business practices, including violation of any consumer protection law.

#### 3.2 Assumed Liability, Guarantee, Warranty

Any:

- (i) guarantee or express warranty made by an **Insured**; or
- (ii) contractual liability or other obligation assumed or accepted by an **Insured**.

#### 3.3 Bodily Injury and Property Damage

Any:

- (i) (i) physical injury, mental illness, sickness, disease or death: however, this Exclusion 3.3(i) shall not apply in respect of emotional distress, mental anguish, injury to feelings, injury to reputation, humiliation or similar, arising solely out of a **Wrongful Act**; or
- (ii) damage to or loss of or destruction of tangible property or loss of use thereof.

#### 3.4 Employment Practices Liability

Any of a **Company's** employment practices (including wrongful dismissal, discharge or termination, discrimination, harassment, retaliation or other employment-related claim).

### 3.5 Financial Data

Any:

- (i) misleading, deceptive or fraudulent financial data; or
- (ii) errors made in any financial data,

that the **Company** publicises including the **Company's** annual report and accounts and any communications to the stock market.

### 3.6 Goods, Products or Services

Any:

- (i) false advertising or misrepresentation in advertising of a **Company's** products or services;
- (ii) any failure of goods, products or services to conform with an advertised quality or performance; or
- (iii) infringement of trademark, trade name, trade dress, mark, service mark or service name by any goods, products or services displayed or contained in any **Digital Media**.

### 3.7 Government/Regulatory Action

Any:

- (i) government, regulatory, licensing or commission action or investigation; or
- (ii) **Claim** brought by or on behalf of:
  - a. American Society of Composers, Authors and Publishers, Society of European Stage Authors and Composers, Broadcast Music, Inc., Recording Industry Association of America, Australasian Performing Right Association and Australasian Mechanical Copyright Owners Society, Phonographic Performance Company of Australia Limited or any other music licensing organisation or equivalent organisation in any jurisdiction;
  - b. the Australian Competition and Consumer Commission;
  - c. the Australian Human Rights Commission;
  - d. the Australian Communications and Media Authority;
  - e. any other government, agency or office in any jurisdiction.

### 3.8 Infrastructure

Any:

- (i) mechanical failure;
- (ii) electrical failure, including any electrical power interruption, surge, brownout or blackout; or
- (iii) telecommunications failure.

### 3.9 Insured v Insured

Any **Claim** brought by or on behalf of an **Insured** against another **Insured** except a **Claim** by an **Insured** which directly results from another **Claim** by a **Third Party** first made during the **Policy Period** and covered by this Digital Media Content Liability Coverage Section.

### 3.10 Intentional Infringement of Intellectual Property

Any intentional infringement of **Intellectual Property**.

### 3.11 Internal Messaging Services

Any publication or broadcast of **Digital Media** posted or transmitted on any of the **Company's** internal instant message system, intranet, messaging boards, or chat rooms.

### 3.12 Over-Redemption

Any price discounts, prizes, awards or other consideration given in excess of the total contracted or expected amount.

### 3.13 Ownership Rights

Any **Claim** against the **Company** brought by or on behalf of any independent contractor, third-party distributor, licensee, sub-licensee, joint venture, venture partner, any employee of the foregoing, or any employee or agent of the **Company** arising out of, based upon or attributable to disputes over:

- (i) the ownership or exercise of rights in **Digital Media**; or,
- (ii) services supplied by such independent contractor, third-party distributor, licensee, sub-licensee, joint venturer, venture partner or employee or agent.

### 3.14 Patent/Trade Secret

Any:

- (i) infringement of patents;
- (ii) loss of rights to secure registration of patents; or
- (iii) misappropriation of trade secrets.

### 3.15 Royalties and other monies

Any:

- (i) accounting or recovery of profits, royalties, fees or other monies claimed to be due from an **Insured**; or
- (ii) licensing fees or royalties ordered, directed or agreed to be paid by an **Insured** pursuant to a judgment, arbitration award, settlement agreement or similar order or agreement, for the continued use of a person or entity's copyright, trade mark, service mark, design rights, know-how, database rights, registered domain or any other intellectual property.

### 3.16 Securities Claims

Any:

- (i) actual or alleged violation by an **Insured** of any law, regulation or rule relating to the ownership, purchase, sale or offer of, or solicitation of an offer to purchase or sell, securities, including but not limited to the *Corporations Act 2001* (Cth);
- (ii) any actual or alleged violation by an **Insured** of any provision of the Securities Act of 1933, the Securities Exchange Act of 1934 (each a United States of America statute) or any similar law of any jurisdiction, including but not limited to the *Corporations Act 2001* (Cth); or
- (iii) any actual or alleged violation by an **Insured** of the Racketeer Influenced and Corrupt Organisation Act 18 USC Section 1961 et seq (a United States of America statute) and any amendments thereto or any Rule or Regulation promulgated thereunder.

### 3.17 Trade Debts

Any:

- (i) trading debt incurred by an **Insured**; or
- (ii) guarantee given by an **Insured** for a debt.

### 3.18 Trading Losses/Monetary Value

Any trading losses or trading liabilities, monetary value of any electronic fund transfers or transfers by or on behalf of an **Insured**.

### 3.19 War and Terrorism

Any war (whether war is declared or not), terrorism, invasion, use of military force, civil war, popular or military rising, rebellion or revolution, or any action taken to hinder or defend against any of these events.

# CyberEdge Coverage

## Cyber Extortion Coverage

### 1. Insurance Covers

#### 1.1 Cyber Extortion

The **Insurer** will pay, to or on behalf of each **Company**, **Loss** that the **Company** incurs solely as a result of an **Extortion Threat** which first occurs during the **Policy Period**.

### 2. Definitions

The following definitions are specific to this Cyber Extortion Coverage Section. All other definitions set out within Section 9 (Definitions) of the **General Terms and Conditions** shall apply as stated.

Term(s)	Meaning
<b>Breach of Confidential Information</b>	The loss or unauthorised access to, modification or disclosure of <b>Confidential Information</b> .
<b>Company Computer System</b>	<ul style="list-style-type: none"> <li>(i) Any computer hardware, software or any components thereof that are linked together through a network of two or more devices accessible through the internet or an intranet or that are connected through data storage or other peripheral devices which are owned, operated, controlled or leased by a <b>Company</b>;</li> <li>(ii) any of the foregoing computer hardware, software or components thereof which is part of an industrial control system, including a supervisory control and data acquisition (SCADA) system; or</li> <li>(iii) any employee “Bring Your Own Device” but only to the extent such device is used to access any of the foregoing computer hardware, software or components thereof or <b>Data</b> contained therein.</li> </ul>
<b>Confidential Information</b>	<b>Corporate Information</b> and <b>Personal Information</b> in a <b>Company’s</b> or <b>Information Holder’s</b> care, custody or control or for which a <b>Company</b> is legally responsible.
<b>Corporate Information</b>	A <b>Third Party’s</b> items of information that are not available to the public (including trade secrets, data, designs, forecasts, formulas, practices, processes, records, reports and documents) which are subject to contractual or legal protection.
<b>Cyber Extortion Expenses</b>	The reasonable and necessary fees, costs and expenses of any firm appointed by the <b>Insurer</b> or any other firm appointed by the <b>Company</b> that has been approved by the <b>Insurer</b> in advance of such appointment to provide the <b>Cyber Extortion Services</b> .
<b>Cyber Extortion Services</b>	<ul style="list-style-type: none"> <li>(i) Conducting an investigation to determine the validity, cause and scope of an <b>Extortion Threat</b>;</li> <li>(ii) advising on the response to an <b>Extortion Threat</b>;</li> <li>(iii) containing or resolving the disruption of the operations of a <b>Company Computer System</b> caused by the <b>Extortion Threat</b>; or</li> <li>(iv) assisting a <b>Company</b> in negotiating a resolution to an <b>Extortion Threat</b>.</li> </ul>
<b>Cyber Terrorism</b>	<p>The premeditated use of disruptive activities against a <b>Company Computer System</b> or network, or the explicit threat to use such activities, by an individual or group of individuals, whether acting alone or on behalf of or in connection with any entity or government, in each case with the intention to cause harm, further social, ideological, religious, political or similar objectives, or to intimidate any person(s) in furtherance of such objectives.</p> <p><b>Cyber Terrorism</b> does not include any such activities which are part of or in support of any use of military force or war.</p>
<b>Extortion Threat</b>	<p>Any threat or connected series of threats made to the <b>Company</b>, for the purpose of demanding payment or transfer of money, securities or other tangible or intangible property of value from a <b>Company</b>, to:</p> <ul style="list-style-type: none"> <li>(i) commit or continue a <b>Breach of Confidential Information</b>;</li> <li>(ii) commit or continue an intentional attack against a <b>Company Computer System</b> (including through the use of ransomware); or</li> <li>(iii) disclose information concerning a vulnerability in a <b>Company Computer System</b>.</li> </ul>
<b>Information Holder</b>	A <b>Third Party</b> that holds <b>Personal Information</b> or <b>Corporate Information</b> on behalf of a <b>Company</b> .

Term(s)	Meaning
<b>Insured</b>	A <b>Company</b> .
<b>Insured Event</b>	An <b>Extortion Threat</b> .
<b>Loss</b>	(i) Any payment of cash, monetary instrument, <b>Cryptocurrencies</b> (including the costs to obtain such <b>Cryptocurrencies</b> ) or the fair market value of any property which a <b>Company</b> has paid, to prevent continuation of, or end, an <b>Extortion Threat</b> in accordance with local laws and legal requirements; and (ii) <b>Cyber Extortion Expenses</b> .
<b>Personal Information</b>	Any information relating to an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not. <b>Personal Information</b> includes a natural person's name, tax file number, Medicare number, passport number, driver's licence number, telephone number, credit card or debit card number, account and other banking information, medical information, biometric data or any other information about a natural person protected under any <b>Data Protection Legislation</b> .

### 3. Exclusions

The following Exclusions are specific to this Cyber Extortion Coverage Section. They apply in addition to the Exclusions in Section 10 (Exclusions) of the **General Terms and Conditions**.

The **Insurer** shall not be liable for any **Loss**:

#### 3.1 Anti-terrorism legislation

To the extent that the provision of such payment to or on behalf of a **Company** would expose the **Insurer**, its parent company or its ultimate controlling entity to any applicable anti-terrorism legislation or regulation under United Nations resolutions, and laws or regulations of Australia (including but not limited to the Anti-Money Laundering and Counter-Terrorism Financing Act 2006), the European Union, or the United States of America or the United Kingdom or any equivalent law or regulation in any jurisdiction.

#### 3.2 Bodily Injury and Property Damage

For any:

- (i) physical injury, mental illness, sickness, disease or death; or
- (ii) loss, damage or destruction of tangible property.

#### 3.3 Government Entity or Public Authority

Arising out of, based upon or attributable to a regulatory or enforcement threat or demand by any government entity or public authority.

#### 3.4 Patent

Arising out of, based upon or attributable to any infringement of patents.

#### 3.5 War and Terrorism

Arising out of, based upon or attributable to any war (whether war is declared or not), terrorism (except **Cyber Terrorism**), invasion, use of military force, civil war, popular or military rising, rebellion or revolution, or any action taken to hinder or defend against any of these events.

# CyberEdge Coverage

## Cyber Crime Coverage

### 1. Insurance Covers

#### 1.1 Funds Transfer Fraud Coverage

The **Insurer** will pay, to or on behalf of each **Company**, **Funds Transfer Fraud Loss** incurred as a result of an **Insured Event** which is **Discovered** by the **Insured** during the **Policy Period**.

#### 1.2 Computer Fraud Coverage

The **Insurer** will pay, to or on behalf of each **Company**, **Computer Fraud Loss** incurred as a result of an **Insured Event** which is **Discovered** by the **Insured** during the **Policy Period**.

#### 1.3 Telephone Usage Fraud Coverage

The **Insurer** will pay to or on behalf of each **Company**, **Telephone Usage Fraud Loss** incurred as a result of an **Insured Event** which is **Discovered** by the **Insured** during the **Policy Period**.

#### 1.4 Cryptojacking Fraud Coverage

The **Insurer** will pay, to or on behalf of each **Company**, **Cryptojacking Fraud Loss** incurred as a result of an **Insured Event** which is **Discovered** by the **Insured** during the **Policy Period**.

### 2. Definitions

The following definitions are specific to this Cyber Crime Coverage Section. All other definitions set out within Section 9 (Definitions) of the **General Terms and Conditions** shall apply as stated.

Term(s)	Meaning
<b>Assets</b>	<b>Money, Securities</b> or other tangible property owned by the <b>Insured</b> or held by the <b>Insured</b> , whether pursuant to a written contract or not. <b>Assets</b> do not include income, interest or dividends that was not in fact earned or that potentially could have been earned by the <b>Insured</b> on such <b>Money, Securities</b> or other tangible property.
<b>Computer Fraud</b>	The unlawful taking of <b>Assets</b> under the direct or indirect control of an <b>Insured's Computer System</b> by means of: <ul style="list-style-type: none"> <li>(i) the fraudulent accessing of such <b>Computer System</b>;</li> <li>(ii) the insertion of fraudulent data or instructions into such <b>Computer System</b>; or</li> <li>(iii) the fraudulent alteration of data, programs, or routines in such <b>Computer System</b>.</li> </ul>
<b>Computer Fraud Loss</b>	The theft of the <b>Insured's</b> own <b>Assets</b> resulting directly from <b>Computer Fraud</b> by a single act or a series of related acts.
<b>Computer System</b>	<ul style="list-style-type: none"> <li>(i) Any computer hardware, software or any components thereof that are linked together through a network of two or more devices accessible through the Internet, internal network or connected with data storage or other peripheral devices (including, without limitation, wireless and mobile devices), and are under ownership, operation or control of, or leased by, a <b>Company</b>; or</li> <li>(ii) any cloud service or other hosted computer resources, used by a <b>Company</b> and operated by a <b>Third Party</b> service provider under a written contract between such <b>Third Party</b> service provider and a <b>Company</b>.</li> </ul>
<b>Control Group</b>	The <b>Insured's</b> directors, partners, officers, departmental directors, senior managers, trustees or equivalent.
<b>Cryptocurrency</b>	A digital representation of value based on the cryptographic protocol of a computer network and that is intended to be used as a medium of exchange and/or store of value.
<b>Cryptocurrency Mining</b>	The use of a <b>Computer System</b> to generate or validate a new unit of any <b>Cryptocurrency</b> and/or the initial entry for such new unit on the blockchain (or any other form of distributed ledger) of a <b>Cryptocurrency</b> .
<b>Cryptojacking Fraud</b>	The fraudulent use of a <b>Computer System</b> to perform <b>Cryptocurrency Mining</b> .



Term(s)	Meaning
<b>Cryptojacking Fraud Loss</b>	Charges for hosted computer resources and/or electricity: <ul style="list-style-type: none"> <li>(i) provided to the <b>Company</b> by a <b>Third Party</b> service provider in exchange for compensation; and</li> <li>(ii) incurred solely due to and as a direct result of <b>Cryptojacking Fraud</b> by a single act or series of related acts.</li> </ul>
<b>Discovery or Discovered</b>	<ul style="list-style-type: none"> <li>(i) When any of the <b>Control Group</b> or the risk management department, internal audit department, or human resources/personnel department (or functional equivalent) of the <b>Insured</b> first has knowledge of any act, omission or event which could reasonably be foreseen to give rise to a <b>Loss</b> covered under this Cyber Crime Coverage Section, even though the exact amount or details of such <b>Loss</b>, act, omission or event are not known at the time of <b>Discovery</b>; or</li> <li>(ii) when a claim is first made against the <b>Insured</b> alleging that the <b>Insured</b> is liable to a third party under circumstances which, if true, would cause a reasonable person to believe that a direct financial loss of the kind covered by this policy would be incurred.</li> </ul> <p>Such <b>Discovery</b> shall constitute <b>Discovery</b> by every <b>Insured</b>.</p>
<b>Financial Institution</b>	<ul style="list-style-type: none"> <li>(i) A banking, savings or thrift institution; or</li> <li>(ii) a stockbroker, mutual fund, liquid assets fund or similar investment institution.</li> </ul>
<b>Funds</b>	A credit balance in a <b>Transfer Account</b> .
<b>Funds Transfer Fraud</b>	Fraudulent electronic, e-mail, telegraphic, cable, teletype, telefacsimile, or telephone instructions issued to a <b>Financial Institution</b> to debit a <b>Transfer Account</b> and to transfer, pay or deliver <b>Funds</b> from said <b>Transfer Account</b> which instructions purport to have been transmitted by the <b>Insured</b> or by a person duly authorized by the <b>Insured</b> to issue such instructions but which have been fraudulently transmitted by someone else.
<b>Funds Transfer Fraud Loss</b>	The direct deprivation of the <b>Insured</b> of <b>Funds</b> resulting directly from <b>Funds Transfer Fraud</b> by a single act or a series of related acts.
<b>Insured</b>	A <b>Company</b> .
<b>Insured Event</b>	<ul style="list-style-type: none"> <li>(i) in respect of 1.1 Funds Transfer Fraud Coverage, <b>Funds Transfer Fraud</b>;</li> <li>(ii) in respect of 1.2 Computer Fraud Coverage, <b>Computer Fraud</b>;</li> <li>(iii) in respect of 1.3 Telephone Usage Fraud Coverage, a <b>Telephone Hack</b>; and</li> <li>(iv) in respect of 1.4 Cryptojacking Fraud Coverage, a <b>Cryptojacking Fraud</b>.</li> </ul>
<b>Loss</b>	A <b>Funds Transfer Fraud Loss</b> , <b>Computer Fraud Loss</b> , <b>Telephone Usage Fraud Loss</b> or <b>Cryptojacking Fraud Loss</b> .
<b>Money</b>	Currency, coins, bank notes and bullion, traveller's cheques, registered checks and money orders held for sale to the public.
<b>Premises</b>	The premises from where the <b>Company</b> conducts its normal business operations.
<b>Securities</b>	All negotiable and non-negotiable instruments or contracts representing either money or property and include revenue and other stamps in current use, tokens and tickets, but do not include <b>Money</b> .
<b>Transfer Account</b>	An account, maintained by the <b>Insured</b> at a <b>Financial Institution</b> , from which the <b>Insured</b> or the <b>Insured's</b> authorized representatives may cause the transfer, payment or delivery of <b>Funds</b> : <ul style="list-style-type: none"> <li>(i) by means of electronic, e-mail, telegraphic, cable, teletype, telefacsimile or telephone instructions (communicated directly or through a cash management service or funds transfer system); or</li> <li>(ii) by means of written instructions establishing the conditions under which such transfers are to be initiated by such <b>Financial Institution</b> through an electronic funds transfer system.</li> </ul>
<b>Telephone Hack</b>	Unauthorised access and use of the <b>Company Telephone System(s)</b> located on the <b>Premises</b> regardless of whether such access and use is initiated on or off such <b>Premises</b> .
<b>Telephone System(s)</b>	A PBX or electronic key telephone system, with or without adjuncts including voice mail, auto attendants and automated call directors, that is owned operated, controlled or exclusively leased by the <b>Company</b> .
<b>Telephone Usage Fraud Loss</b>	Call charges incurred within forty-five (45) days from the date on which the first call charge was made, that the <b>Company</b> is liable for as a result of a <b>Telephone Hack</b> .

### 3. Exclusions

The following Exclusions are specific to this Cyber Crime Coverage Section. They apply in addition to the Exclusions in Section 9 (Exclusions) of the **General Terms and Conditions**.

The coverage afforded by this **Coverage Section** does not apply to:

#### 3.1 Prior or Subsequent Discovery of Loss

**Loss** arising out of, based upon or attributable to any **Insured Event**:

- (i) **Discovered** prior to the inception date of the **Policy Period**; or
- (ii) **Discovered** after the expiry of the **Policy Period**.

#### 3.2 Insured Conduct

**Loss** arising out of, based upon or attributable to theft or any other fraudulent, dishonest or criminal act by the **Insured**, or any partner, owner, trustee, governor, management committee members, members of the management board, director, employee or leased worker of the **Insured**, whether acting alone or in collusion with others;

#### 3.3 Client or Vendor Conduct

**Loss** arising out of, based upon or attributable to theft or any other fraudulent, dishonest or criminal act by a **Client or Vendor**, or any partner, owner, trustee, governor, management committee members, members of the management board, director, employee or leased worker of a **Client or Vendor**, whether acting alone or in collusion with others;

#### 3.4 Defence and Prosecution Costs

the costs of defending any legal proceeding brought against the **Insured**, or the fees, costs or expenses incurred or paid by the **Insured** in prosecuting or defending any legal proceeding;

#### 3.5 War and Terrorism

**Loss** arising out of, based upon or attributable to any war (whether war is declared or not), terrorism (except **Cyber Terrorism**), invasion, use of military force, civil war, popular or military rising, rebellion or revolution, or any action taken to hinder or defend against any of these events;

#### 3.6 Card Loss

**Loss** arising out of, based upon or attributable to, directly or indirectly, the actual or alleged use of credit, debit, charge, access, electronic benefit transfer, convenience, cash management or other cards;

#### 3.7 Reversed or Returned Loss

**Loss** to the extent that such **Loss** has been reversed or returned by a credit card company or **Financial Institution**;

#### 3.8 Accounting or Arithmetical Error

**Loss** arising out of, based upon or attributable to accounting or arithmetical errors or omissions;

#### 3.9 Loss of Income

**Loss** of potential income, including interest and dividends, of the **Insured**, a **Client**, a **Vendor** or any third party;

#### 3.10 Regulatory and Non-Monetary Loss

Any fines, penalties, consequential damages, punitive damages, expenses as a result of regularly scheduled recurring or routine regulatory examinations, or compliance activities or non-monetary relief, including without limitation, injunctive relief, or other equitable remedies of any type for which the **Insured** is legally liable;

#### 3.11 Financial Institution and Funds Transfer Loss

**Loss** arising out of, based upon or attributable to any **Insured Event** caused by a **Financial Institution**, or any electronic funds transfer system, or electronic data processor, except to the extent that it is excess of any indemnity or other insurance provided for the benefit of customers of the **Financial Institution**;

#### 3.12 Surrender

**Loss** arising out of, based upon or attributable to **Computer Fraud** arising out of the giving or surrendering of **Assets** in any exchange or purchase, whether legitimate or fraudulent;

### 3.13 Purchase or Sale from Computer Fraud

**Loss** arising out of, based upon or attributable to **Computer Fraud** which induces the **Insured** to make any purchase or sale, whether legitimate or fraudulent;

### 3.14 Errors and Omissions

**Loss** arising out of, based upon or attributable to **Computer Fraud** arising out of unintentional errors or omissions;

### 3.15 Loss of Time or Use

**Loss** of computer time or use due to **Computer Fraud**;

### 3.16 Loss and Damage to Records

**Loss** arising out of, based upon or attributable to the loss of or damage to manuscripts, books of account or records maintained in any format or medium;

### 3.17 Trading

**Loss** arising out of, based upon or attributable to, directly or indirectly, any authorized or unauthorized trading of **Money, Securities** or other tangible property whether or not in the name of the **Insured** and whether or not in a genuine or fictitious account;

### 3.18 Indirect and Consequential Loss

- (a) **Loss** that is an indirect or consequential result of any **Insured Event** including but not limited to loss resulting from payment of damages of any type for which the **Insured** is legally liable; or
- (b) **Loss** arising out of, based upon or attributable to, directly or indirectly, the (1) theft, disappearance or destruction of; (2) unauthorized use or disclosure of; (3) unauthorized access to; or (4) failure to protect any:
  - (i) confidential or non-public; or
  - (ii) personal or personally identifiable,  
information that any person or entity has a duty to protect under any law, rule or regulation, under any agreement, or any industry guideline or standard.

Notwithstanding the foregoing, however, this exclusion shall not apply to the extent that any **Insured Event** results directly from the unauthorized use or disclosure of a password or other user credential information.

- (c) **Loss** arising out of, based upon or attributable to any indirect or consequential loss, including:
  - (i) any loss of monies, securities or financial assets arising from the unauthorized access or use of the **Company Telephone System(s)**;
  - (ii) any loss arising from the **Telephone System(s)** being unavailable; or
  - (iii) any loss arising from an **Insured** voluntarily giving or surrendering unauthorized access to the **Company Telephone System(s)** through a purchase or exchange.

## 4. Conditions

The following conditions are specific to this Cyber Crime Coverage Section and shall apply in addition to the conditions set out within the **General Terms and Conditions**.

### 4.1 Proof of Loss

In addition to the provisions of Clause 7.1 **Notice** of the **General Terms and Conditions**, and before coverage will apply for **Loss** under this Cyber Crime Coverage Section, each **Insured** must also:

- (a) complete and sign a written, detailed and affirmed proof of loss within sixty (60) days after the **Discovery** of any **Loss** (unless such period has been extended by the **Insurer** in writing) which shall include, among any other pertinent information:
  - (1) a full description of such **Loss** and the circumstances surrounding such **Loss**, which shall include, among any other necessary information, the time, place and cause of the **Loss**;
  - (2) a detailed calculation of any **Loss**; and
  - (3) all underlying documents and materials that reasonably relate to or form any part of the proof of such **Loss**;
- (b) upon the **Insurer's** request, submit to an examination under oath;
- (c) immediately record the specifics of any **Loss** and the date such **Loss** was **Discovered**;
- (d) give notice to law enforcement authorities; and
- (e) provide the **Insurer** with any cooperation and assistance that the **Insurer** may request, including assisting the **Insurer** in:
  - (1) any investigation of a **Loss** or circumstance;
  - (2) enforcing any legal rights an **Insured** or the **Insurer** may have against anyone who may be liable to an **Insured**; and
  - (3) executing any documents that the **Insurer** deems necessary to secure its rights under this policy.

The costs and expenses of establishing or proving an **Insured's Loss** under this Cyber Crime Coverage Section, including, without limitation, those connected with preparing a proof of loss, shall be such **Insured's** obligation, and are not covered under this policy.

### 4.2 Basis of Valuation of Loss

If a foreign currency (a currency other than the currency in which this policy is written) is involved in a covered **Loss** sustained by the **Insured**, then for the purpose of any required calculation in the settlement of covered **Loss**, the rate of exchange shall be the rate as published by the Reserve Bank of Australia on the date of **Discovery** of the **Loss**.

# CyberEdge Coverage

## Criminal Reward Fund Coverage

### 1. Insurance Covers

#### 1.1 Criminal Reward Fund

The **Insurer** shall pay on a **Company's** behalf, or reimburse a **Company** for, a **Criminal Reward Fund**.

The **Insurer's** aggregate liability under this Section shall not exceed the amount specified in the Schedule as the **Coverage Section Limit of Liability** for the Criminal Reward Fund Coverage Section.

### 2. Definitions

The following definitions are specific to this Criminal Reward Fund Coverage Section. All other definitions set out within Section 9 (Definitions) of the **General Terms and Conditions** shall apply as stated.

Term(s)	Meaning
<b>Criminal Reward Fund</b>	An amount offered by the <b>Company</b> , with the <b>Insurer's</b> prior written consent, for information that leads to the arrest and conviction of any individual(s) committing or trying to commit any illegal act related to the coverage under any of following <b>Coverage Sections</b> if such <b>Coverage Sections</b> are <b>Purchased</b> : Security and Privacy Liability Coverage Section, Network Interruption Coverage Section, Event Management Coverage Section, Cyber Extortion Coverage Section and Cyber Crime Coverage Section.
<b>Insured Event</b>	The payment by the <b>Insurer</b> of the <b>Criminal Reward Fund</b> .

### 3. Exclusions

The following Exclusions are specific to this Criminal Reward Fund Coverage Section. They apply in addition to the Exclusions in Section 10 (Exclusions) of the **General Terms and Conditions** and in addition to the Exclusions set out within the **Data Protection and Cyber Liability Coverage Section**, the Network Interruption Coverage Section, Event Management Coverage Section, Cyber Extortion Coverage Section and Cyber Crime Coverage Section.

#### 3.1 Fees, Costs and Expenses

The **Insurer** shall not be liable for any payment under this Criminal Reward Fund Coverage Section arising out of, based upon or attributable to any information provided by any **Insured**, an **Insured's** auditors, whether internal or external, any individual hired or retained to investigate the aforementioned illegal acts, or any other individuals with responsibilities for the supervision or management of the aforementioned individuals.

# CyberEdge Coverage

## Loss Prevention Services

### 1. Services

#### 1.1 Loss Prevention Services

The **Policyholder** is eligible to enrol for **Loss Prevention Services**. It is solely at the discretion of the **Policyholder** whether to enrol in the **Loss Prevention Services**, and such enrolment shall have no impact on the premium charged under this policy. The **Policyholder** can begin the enrolment process by visiting the following site: [www.aig.com/cyberriskconsulting](http://www.aig.com/cyberriskconsulting).

### 2. Definitions

The following definitions are specific to this Loss Prevention Services Section.

In this 'Loss Prevention Services' Section, "**Loss Prevention Services**" means cyber risk management tools and services made available to the **Policyholder** as further described at the link set forth above.

### 3. Conditions

The following conditions are specific to this Loss Prevention Services Section.

The **Insurer** may modify (by adding, removing or replacing a cyber risk management tool or service) or discontinue the **Loss Prevention Services** at any time. The **Insurer** may partner with third party vendors to provide any or all of the **Loss Prevention Services** to the **Policyholder**.

The **Policyholder** is only eligible for **Loss Prevention Services** during the **Policy Period**.

# CyberEdge Coverage

## General Terms and Conditions

In consideration of the payment of **Premium** or agreement to pay the **Premium**, the **Policyholder** and the **Insurer** agree as follows:

### 1. Application of General Terms and Conditions

These **General Terms and Conditions** shall apply to all **Coverage Sections**, unless a **Coverage Section** states specifically that all or part of these **General Terms and Conditions** shall not apply to that **Coverage Section**. The terms and conditions set forth in each **Coverage Section** shall only apply to that particular **Coverage Section**. Where there is conflict or ambiguity between these **General Terms and Conditions** and the terms and conditions set forth in any **Coverage Section**, the terms and conditions set forth in such **Coverage Section** shall prevail to the extent of such conflict or ambiguity. The definitions shall have the meaning given to them either in Section 9 (Definitions) of these **General Terms and Conditions** or in the **Coverage Section** they are used in.

### 2. Cover

The **Insurer** will provide insurance cover as set out in those **Coverage Sections** which are **Purchased**.

### 3. Limits of Liability

The total amount payable by the **Insurer** under this policy for the **Policy Period** for all **Loss** in the aggregate arising from all **Insured Events** covered by this policy shall not exceed the **Policy Aggregate Limit of Liability**.

In respect of each **Coverage Section**, the total amount payable by the **Insurer** under this policy for the **Policy Period** for all **Loss** in the aggregate arising from all **Insured Events** covered by that **Coverage Section** shall not exceed that **Coverage Section's Coverage Section Limit of Liability**. Each **Coverage Section Limit of Liability** is part of and not in addition to the **Policy Aggregate Limit of Liability**. Payments of **Loss** under any **Coverage Section** shall erode the **Policy Aggregate Limit of Liability**.

The total amount payable by the **Insurer** for **Loss** in respect of which a sub-limit is specified in the schedule or any other provision of this policy shall not exceed that sub-limit. Sub-limits are part of and not in addition to the **Policy Aggregate Limit of Liability** and the **Coverage Section Limit of Liability** of the **Coverage Section** which covers the **Loss**. Each such sub-limit is, unless specifically stated otherwise, for the **Policy Period** for all **Loss** in the aggregate arising from all **Insured Events** covered by this policy.

Amounts specified for the **Policy Aggregate Limit of Liability**, **Coverage Section Limits of Liability**, sub-limits and other limits are limits for all **Insureds** together, not limits per **Insured**.

### 4. Retentions

With respect to each **Single Insured Event**, the **Insurer** shall only pay that part of **Loss** which exceeds the **Retention**. The **Insurer** may, in its sole and absolute discretion, advance **Loss** within the **Retention**, and, in that event, such amounts shall be reimbursed to the **Insurer** by the **Policyholder** forthwith.

The **Retention** is to be borne by the **Insureds** and shall remain uninsured. In the event that a **Single Insured Event** triggers more than one **Retention**, then, as to such **Single Insured Event**, the highest of those **Retentions** shall apply with regard to the **Loss**.

The **Retentions** for each **Coverage Section** are set out in the schedule. The application of a **Retention** to **Loss** under one **Coverage Section** shall not reduce the **Retention** applicable under any other **Coverage Section**.

### 5. Subrogation

Where any amount is paid under this policy in respect of an **Insured Event**, the **Insurer** shall be subrogated to all rights of recovery of each **Insured** (whether or not the **Insured** has been fully compensated for its actual loss). The **Insurer** shall be entitled to pursue and enforce such rights in the name of the **Insured** and the **Insured** shall execute all papers required and shall do everything necessary to secure and preserve the rights, including the execution of the documents necessary to enable to **Insurer** effectively to bring suit in the name of the **Insured**. No **Insured** shall do anything to prejudice the **Insurer's** rights of recovery.

A **Company** may waive an **Insured's** rights to recovery against others if such **Company** does so in writing and before the **Insured Event** is discovered.

## 6. Recoveries

In the event the **Insurer** recovers amounts it pays under this policy, the limits and sub-limits out of which those amounts are paid shall be replenished to the extent of the recovery less any costs of recovery.

Amounts recovered in excess of the **Insurer's** total payment under this policy (less any costs of recovery) shall be returned to the relevant **Insured**.

The **Insurer** assumes no duty to seek a recovery of any amounts paid under this policy.

## 7. Claims

### 7.1 Notice and Reporting

It is a condition precedent to the **Insurer's** liability under this policy for **Loss** arising from an **Insured Event**:

- (i) that the **Insurer** is given written notice of that **Insured Event** as soon as practicable after a **Company's Responsible Officer** first becomes aware of it; and
- (ii) that the **Insurer** is given written notice of any circumstances that a **Company's Responsible Officer** may become aware of and which may reasonably be expected to give rise to that **Insured Event** as soon as practicable following that awareness,

but in all events, no later than:

- (a) 60 days after the end of the **Policy Period**; or
- (b) expiry of any applicable **Discovery Period**.

A notice of circumstances which may reasonably be expected to give rise to an **Insured Event** must include, to the extent known after reasonable inquiry, the reasons for anticipating the **Insured Event** and particulars as to dates, acts and the potential **Insureds** and claimants concerned.

Unless otherwise expressly stated, all notifications must be in writing:

by post and the date of posting shall constitute the date that notice was given, and proof of posting shall be sufficient proof of notice, to:

AIG Australia Limited  
Level 19, 2 Park Street  
Sydney NSW 2000; or

by e-mail to:

finclaims@aig.com

Where the First Response Cover is **Purchased** and a **Company** has notified the **Insurer** of an **Insured Event** by calling the Emergency Number specified in the schedule, then, provided the **Insurer** has acknowledged the call, the **Company** will be deemed to have provided written notice to the **Insurer** as set out in this Section 7.1 (Notice and Reporting).

### 7.2 Related Claims, Insured Events or Circumstances

If a **Claim**, other **Insured Event** or circumstance is notified in writing to the **Insurer** as required by Section 7.1 (Notice and Reporting) of these **General Terms and Conditions**, then all subsequent **Claims**, other **Insured Events** and circumstances that constitute a **Single Insured Event** with that notified **Claim**, other **Insured Event** or circumstance shall be:

- (i) deemed to have been first made (in the case of **Claims**), to have first discovered (in the case of other **Insured Events**) and to have been first notified (in the case of circumstances) at the time when that notified **Claim**, other **Insured Event** or circumstance (respectively) was first made, first discovered or was first notified; and
- (ii) deemed to be notified to the **Insurer** at the time that required or permitted notice was given.

For the purposes of this Section 7.2 (Related Claims, Insured Events or Circumstances), a circumstance which may reasonably be expected to give rise to an **Insured Event** and which is notified in writing to the **Insurer** as required by Section 7.1 (Notice and Reporting) of these **General Terms and Conditions** shall be deemed to be an **Insured Event**.

### 7.3 Defence and Settlement

The **Insurer** has the right but no obligation to defend any **Claim** or **Regulatory Investigation**.

Each **Insured** shall have the obligation to defend and contest a **Claim** or **Regulatory Investigation** made against them unless the **Insurer**, in its sole and absolute discretion, elects in writing to take over and conduct the defence and settlement of the **Claim** or **Regulatory Investigation**. If the **Insurer** does not so elect, it shall be entitled, but not required, to participate fully in that defence and the negotiation of any settlement that involves or appears reasonably likely to involve the **Insurer** making a payment under this policy.



If legal representation is necessary in relation to any **Insured Event**, the **Insurer** shall select a law firm from its legal panel to provide such legal representation. Should an **Insured** wish to appoint a different law firm, that **Insured** shall make the request in writing to the **Insurer** prior to retaining that law firm. Such request shall include the identity of the proposed fee earners, the proposed hourly rates for each fee earner, a summary of the firm's and those fee earners' experience in handling similar matters and a budget for the **Insured Event**, and any other relevant information which the **Insurer** may request. The **Insurer** shall not be obliged to agree to the **Insured's** request.

The **Insurer** has the right at any time after notification of an **Insured Event** to make a payment to the **Insured** of the unpaid balance of the **Coverage Section Limit of Liability** (or, if a sub-limit is applicable to that **Insured Event**, the unpaid balance of that sub-limit), and upon making such payment, all obligations of the **Insurer** under this policy for that **Insured Event**, including, if any, those relating to defence of such **Insured Event**, shall cease.

#### 7.4 Insurer's Consent

No **Insured** shall admit or assume any liability, enter into any settlement agreement, consent to any judgment, incur any **Defence Costs** or incur any other amounts where consent is required under this policy without the prior written consent of the **Insurer** (which shall not be unreasonably withheld or delayed, provided that the **Insurer** shall be entitled to exercise all of its rights under the policy). Only liabilities, settlements, judgments and **Defence Costs** (and other amounts where consent is required under this policy) consented to by the **Insurer**, and judgments resulting from **Claims** defended in accordance with this policy or other **Insured Events** handled in accordance with this policy, shall be recoverable as **Loss** under this policy.

Notifying a **Regulator** of an actual or potential **Breach of Confidential Information** will not be regarded as an admission of liability for the purposes of this Section 7.4 (Insurer's Consent).

#### 7.5 Insured's Consent

The **Insurer** may make any settlement of any **Insured Event** it deems expedient with respect to any **Insured**, subject to such **Insured's** written consent (which shall not be unreasonably withheld or delayed). If any **Insured** withholds or delays consent to such settlement, the **Insurer's** liability for all **Loss** arising from such **Insured Event** shall not exceed the amount for which the **Insurer** could have settled such **Insured Event**, plus **Defence Costs** (and other costs covered by this policy in relation to that **Insured Event**) incurred as of the date such settlement was proposed in writing by the **Insurer**, less coinsurance (if any) and the applicable **Retention**.

#### 7.6 Cooperation

Each **Insured** will at their own cost:

- (i) provide all reasonable assistance to the **Insurer** and co-operate in the investigation, defence, settlement or appeal of any **Insured Event** and the assertion of indemnification and contribution rights;
- (ii) use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any **Loss** under this policy; and
- (iii) give such information and assistance to the **Insurer** as the **Insurer** may reasonably require to enable it to investigate any **Loss** or determine the **Insurer's** liability under this policy.

#### 7.7 Other Insurance

- (i) The Network Interruption, Event Management and Cyber Extortion **Coverage Sections** are written on a primary basis.

Each other **Coverage Section** shall always apply excess over any other valid and collectable: (a) insurance that the **Insured** has a right to recover, including but not limited to insurance specified in the Other Insurance List in the Schedule to this policy or in an endorsement to this Policy. This includes the renewal or replacement of such "Other Insurance" during the **Policy Period** unless such other insurance is expressly written to be excess over the **Policy Aggregate Limit of Liability** or that **Coverage Section's Coverage Section Limit of Liability**; and (b) indemnity available to the **Insured**.

- (ii) With respect to any **Loss** covered under this policy for which coverage is also provided by one or more other policies issued by the **Insurer** or any affiliate thereof, as specified in the other AIG Policy List in the Schedule to this policy or in an endorsement to this Policy, including any renewal or replacement thereof (the "**Other AIG Policy**"), the most the **Insurer** or such affiliate shall pay under both policies combined shall not be greater than this policy's **Limit of Liability** or the **Other AIG Policy's** aggregate limit of liability, whichever is higher.
- (iii) Subject to subparagraph 7.7(ii) above, if coverage for a **Loss** is sought by the **Policyholder** under both this policy and the **Other AIG Policy**, the **Insurer** will only be liable under this policy for the **Insurer's** pro-rata portion of the **Loss**. The **Insurer's** pro-rata portion of the **Loss** shall not be greater than the proportion of the **Loss** that this policy's applicable limit(s) of coverage bears to the total of the applicable limits of liability of both policies.

Nothing in the foregoing shall be construed to increase any **Sub-limit of Liability**, **Coverage Section's Coverage Section Limit of Liability** or the **Limit of Liability**.

## 7.8 Allocation

In the event that any **Insured Event** involves both covered matters and matters not covered under this policy or involves persons covered and persons not covered under this policy, a fair and proper allocation of any costs of defence, damages, judgments or settlements or other costs and expenses shall be made between each **Insured** and the **Insurer** taking into account the relative legal and financial exposures attributable to covered matters and matters not covered under this policy.

## 8. General Provisions

### Cancellation by Policyholder

This policy may be cancelled by the **Policyholder** providing fourteen (14) days' written notice to the **Insurer**. If no **Claim** has been made or other actual, suspected or alleged **Insured Event** has occurred or been discovered, and no circumstance has been notified prior to such cancellation, the **Insurer** shall retain the pro-rata proportion of **Premium** due for time on risk. Otherwise, the **Premium** shall not be returned and shall be deemed fully earned at the inception date specified in the schedule.

### Cancellation by Insurer

This policy may be cancelled by the **Insurer** only as prescribed by the *Insurance Contracts Act 1984* (Cth). In such case, the **Insurer** shall be entitled to a pro-rata proportion of the **Premium**. Payment or tender of any unearned **Premium** by the **Insurer** shall not be a condition precedent to the effectiveness of cancellation, but such payments shall be made as soon as practicable.

### Insured's Insolvency

Insolvency, bankruptcy, winding up of any kind, administration, administrative receivership, voluntary arrangement or any other insolvency procedure of an **Insured** shall not relieve the **Insurer** of any of its obligations under this policy.

### Authority of Policyholder

Except as provided in Section 7.1 (Notice and Reporting) of these **General Terms and Conditions**, the **Policyholder** shall act on behalf of all **Insureds** with respect to all matters relevant to this policy except if and when the **Policyholder** is in bankruptcy, winding up of any kind, administration, administrative receivership, voluntary arrangement or any other insolvency procedure, in which case each **Insured** shall act on their own behalf.

### Assignment

This policy and any rights under or in respect of it cannot be assigned without the prior written consent of the **Insurer**.

### Governing Law

This policy and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Australia.

### Interpretation

The descriptions in the headings and titles of this policy are solely for reference and convenience and do not lend any meaning to this policy. Words and expressions in the singular shall include the plural and vice versa. All references to specific legislation include amendments to and re-enactments of such legislation and similar legislation in any jurisdiction in which a **Claim** is made or an **Insured Event** occurs. References to positions, offices or titles shall include their equivalents in any jurisdiction in which **Claim** is made or an **Insured Event** occurs. Words in **bold** typeface have special meaning and are defined in these **General Terms and Conditions** or in the applicable **Coverage Section**. References in this policy to the schedule or a Section mean the schedule to or a Section of this policy unless otherwise stated. Wherever the word "person" or "persons" appears in this policy, it means legal or natural person or persons unless otherwise specified.

### Dispute Resolution

Except as otherwise specifically provided in this policy, any dispute arising out of or in connection with this policy including any question regarding its existence, validity or termination, which cannot be resolved by mutual agreement within 60 days of the dispute arising, shall be referred to a senior lawyer (to be mutually agreed upon by the **Policyholder** and the **Insurer**, or in the absence of agreement, to be appointed by the President of the Law Society, or equivalent organisation, in the jurisdiction in which the loss or liability was incurred).

The senior lawyer is to determine the dispute as an expert, not as an arbitrator. The **Policyholder** (or its designee) and the **Insurer** may make submissions to the senior lawyer. The senior lawyer is to take account of the parties' submissions, but the senior lawyer is not to be fettered by such submissions and is to determine the dispute in accordance with his or her own judgment and opinion, the senior lawyer's determination shall be final and binding. The costs of the senior lawyer's determination are to be borne by the **Insurer**.

## 9. Definitions

Terms appearing in **bold** in these **General Terms and Conditions** and not defined in this Section 9 (Definitions) shall have the meaning ascribed to them in the applicable **Coverage Section** for the purposes of coverage provided under that particular **Coverage Section**.

Certain terms may have different meanings dependent on the applicable **Coverage Section**. Where a term is defined in more than one **Coverage Section** it shall have the meaning ascribed to it in the **Coverage Section** in which it appears, but that meaning shall apply solely for purposes of coverage provided under that particular **Coverage Section**.

The following terms are applicable to all **Coverage Sections** and shall have the meanings set out below:

Term(s)	Meaning
<b>Company</b>	The <b>Policyholder</b> or any <b>Subsidiary</b> .
<b>Continuity Date</b>	With respect to a <b>Coverage Section</b> or a specific Cover within a <b>Coverage Section</b> , the date specified in the schedule as its Continuity Date.
<b>Coverage Section</b>	A coverage section listed in the schedule. The <b>Insurer</b> will provide only the insurance cover set out in those coverage sections which are <b>Purchased</b> .
<b>Coverage Section Limit of Liability</b>	With respect to a <b>Coverage Section</b> , the amount specified in the schedule as its Coverage Section Limit of Liability.
<b>Cryptocurrency</b>	a digital representation of value based on the cryptographic protocol of a computer network and that is intended to be used as a medium of exchange and/or store of value.
<b>Data</b>	Any electronically stored, digital or digitised information, including software. For the purposes of this policy, <b>Data</b> is not tangible property.
<b>Discovery Period</b>	A period immediately following the expiry of the <b>Policy Period</b> during which written notice may be given to the <b>Insurer</b> of a <b>Claim</b> first made during such period or the <b>Policy Period</b> for a <b>Wrongful Act</b> prior to the expiry of the <b>Policy Period</b> . A <b>Claim</b> first made during an applicable <b>Discovery Period</b> and notified to the <b>Insurer</b> in writing during that <b>Discovery Period</b> shall be deemed first made during the <b>Policy Period</b> .
<b>Employee</b>	A natural person under a contract of employment with a <b>Company</b> . <b>Employee</b> does not include any: (i) principal, partner, director or officer; or (ii) temporary contract labourer, self employed person or labour-only sub-contractor.
<b>Full Annual Premium</b>	The <b>Premium</b> plus any additional premium (as annualised) charged for any endorsements applied to this policy during the <b>Policy Period</b> .
<b>General Terms and Conditions</b>	This policy's General Terms and Conditions.
<b>Insurer</b>	As specified in the Schedule to this Policy.
<b>Policy Aggregate Limit of Liability</b>	The amount specified under Policy Aggregate Limit of Liability in the schedule.
<b>Policy Period</b>	The period of time from the inception date specified in the schedule to the expiry date specified in the schedule or, if earlier, to the date of cancellation of this policy.
<b>Policyholder</b>	The entity specified under Policyholder in the schedule.
<b>Pollutants</b>	Any solid, liquid, biological, radiological, gaseous or thermal irritant or containment whether occurring naturally or otherwise, including asbestos, smoke, vapour, soot, fibres, mould, spores, fungus, germs, acids, alkalis, nuclear or radioactive material of any sort, chemicals or waste. Waste includes material to be recycled, reconditioned or reclaimed.
<b>Premium</b>	The premium detailed under Premium in the schedule.
<b>Purchased</b>	Shown in the schedule as purchased.

Term(s)	Meaning
<b>Responsible Officer</b>	Any Chief Executive Officer, Chief Financial Officer, Chief Compliance Officer, Chief Information Officer, Data Protection Officer, Chief Information Security Officer, Risk Manager, General Counsel or position equivalent to any of the foregoing.
<b>Retention</b>	With respect to a <b>Coverage Section</b> or Cover, the amount or amounts specified in the schedule as its Retention.
<b>Retroactive Date</b>	With respect to a <b>Coverage Section</b> , the date specified in the schedule as its Retroactive Date.
<b>Single Insured Event</b>	Any one or more <b>Insured Events</b> to the extent that such <b>Insured Events</b> arise out of, are based upon, are in connection with, or are otherwise attributable to the same originating cause or source. All such <b>Insured Events</b> shall be regarded as a <b>Single Insured Event</b> regardless of whether such <b>Insured Events</b> involve the same or different claimants, <b>Insureds</b> or causes of action.
<b>Subsidiary</b>	<p>Any entity of which the <b>Policyholder</b> has or had <b>Control</b> on or before the inception date specified in the schedule either directly or indirectly through one or more of its other <b>Subsidiaries</b>.</p> <p><b>Subsidiary</b> shall also automatically include any entity of which the <b>Policyholder</b> acquires <b>Control</b>, either directly or indirectly through one or more of its other <b>Subsidiaries</b> during the <b>Policy Period</b>, provided that such acquired entity:</p> <ul style="list-style-type: none"> <li>(i) undertakes materially similar or identical business activities to the acquiring <b>Company</b>;</li> <li>(ii) has no prior claims or losses that could otherwise be covered under this policy;</li> <li>(iii) has total gross revenues that are less than 10% of the total gross revenue of the <b>Policyholder</b>; and</li> <li>(iv) generates less than 50% of their total gross revenue from the United States of America.</li> </ul> <p>For the purposes of this definition “<b>Control</b>” means where the <b>Policyholder</b>:</p> <ul style="list-style-type: none"> <li>(a) controls the election of the majority of the board of directors of such entity;</li> <li>(b) controls more than half of the voting power of such entity; or</li> <li>(c) holds more than 50% of the issued share / equity capital of such entity.</li> </ul> <p>Cover under this policy for such entities which the <b>Policyholder</b> has acquired <b>Control</b>, either directly or indirectly through one or more of its other <b>Subsidiaries</b> during the <b>Policy Period</b>, shall only apply to <b>Claims</b> made or other <b>Insured Events</b> first occurring on or after the date of acquisition.</p> <p>Notwithstanding anything to contrary in this Policy, the applicable <b>Retroactive Date</b> and <b>Continuity Date</b> in respect of each such entity shall be the date on which the <b>Policyholder</b> acquired <b>Control</b> of the entity.</p>
<b>Third Party</b>	<p>Any entity or natural person except:</p> <ul style="list-style-type: none"> <li>(i) any <b>Insured</b>; and</li> <li>(ii) any other entity or natural person having a financial interest or executive role in the operation of a <b>Company</b>.</li> </ul>

## 10. Exclusions

The following Exclusions apply to all **Coverage Sections** and in addition to the Exclusions set out in each **Coverage Section**.

### Conduct

The **Insurer** shall not be liable for **Loss**, arising out of, based upon, or attributable to:

- (i) any wilful disregard or non-compliance with a ruling, direction or injunction by a court, tribunal, arbitrator or a **Regulator** within the relevant jurisdiction;
- (ii) the committing of any dishonest, fraudulent, criminal, reckless or malicious act, error or omission, or any intentional or knowing violation of the law, if committed by:
  - (a) any director, principal, partner or **Responsible Officer** of a **Company**, whether acting on their own or in collusion with others; or
  - (b) any **Employee** acting in collusion with any of a **Company’s** directors, principals, partners or **Responsible Officers**.

The **Insurer** will continue to pay, on behalf of the **Insured**, **Defence Costs** under this policy until either (i) or (ii) above is found by a court, tribunal, arbitrator or **Regulator** to have been committed by the **Insured**. Following such finding the **Insurer** shall be entitled to repayment of any amount paid to the **Insured** under this policy.

## Natural Disaster

The **Insurer** shall not be liable for **Loss**, arising out of, based upon, or attributable to any fire, smoke, explosion, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, Act of God or any natural event howsoever caused.

## Pollution

The **Insurer** shall not be liable for **Loss**, arising out of, based upon, or attributable to:

- (i) the actual, alleged or threatened discharge, dispersal, seepage, release, migration or escape of **Pollutants**;
- (ii) any direction, request or effort to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise **Pollutants** or respond to or assess the effects of **Pollutants**; or
- (iii) any actual or alleged act, error or omission in any way connected to **Pollutants**.

## Prior Claims and Circumstances

The **Insurer** shall not be liable for **Loss**, arising out of, based upon, or attributable to:

- (i) any circumstance or **Insured Event** that as of the inception date specified in the schedule may reasonably have been expected by a **Company's Responsible Officer** to give rise to a claim under this policy; or any circumstance or **Insured Event** of which notice has been given under any policy of which this policy is a renewal or replacement or which it may succeed in time;
- (ii) any pending or prior civil, criminal, administrative or regulatory proceeding, investigation, arbitration, mediation, other dispute resolution or adjudication of which a **Company's Responsible Officer** had notice as of the **Continuity Date**, or alleging or deriving from the same or essentially the same facts alleged in such actions; or
- (iii) any **Insured Event** that would otherwise constitute a **Single Insured Event** with any claim or other matter reported under any policy of which this policy is a renewal or a replacement or which it may succeed in time.

## Satellite Failure

The **Insurer** shall not be liable for **Loss**, arising out of, based upon, or attributable to any satellite failure.

## Monetary Value

The **Insurer** shall not be liable for **Loss** consisting of the actual monetary value of cash or a monetary instrument (including **Cryptocurrencies**) arising from:

- (i) the theft of such cash or monetary instrument (including **Cryptocurrencies**) from an **Insured**; or
- (ii) the transfer or loss of such cash or monetary instrument (including **Cryptocurrencies**) from or to an **Insured's** accounts or accounts under an **Insured's** control, including customer accounts. Accounts includes deposit, credit, debit, prepaid and securities brokerage accounts.

This Exclusion shall not apply to coverage **Purchased** under the Cyber Crime Coverage Section.

## Sanctions

The **Insurer** shall not be deemed to provide cover and the **Insurer** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurer**, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, the United Kingdom or the United States of America.

## Taxes

The **Insurer** shall not be liable for **Loss** arising out of, based upon, or attributable to, or consisting of, any taxes payable by a **Company** howsoever arising, other than any GST or equivalent taxes payable in connection with the provision of products or services covered under this Policy, including but not limited to **IT Services, Legal Services, Reputation Protection Services, Notification Expenses, Credit Monitoring and ID Monitoring Services** or **Cyber Extortion Services**.

## Uninsurable and Prohibited Loss

The **Insurer** shall not be liable for **Loss**:

- (i) which is uninsurable under the law of this policy or the law of the jurisdiction where the **Claim** is first made or other **Insured Event** first occurs; or
- (ii) which the **Insurer** is prohibited from paying by law or regulation (including but not limited to any rule of the Australian Securities and Investment Commission (or any successor organisation)).

## 11. Important Notices

This Policy is issued/insured by AIG Australia Limited (AIG), ABN 93 004 727 753 AFSL No 381686

**Sydney:** 2 Park Street, NSW 2000 (1300 030 886)  
**Melbourne:** Level 13, 717 Bourke Street, VIC 3008 (1300 030 886)  
**Brisbane:** 10 Eagle Street, QLD 4000 (1300 030 886)  
**Perth:** 77 St. George's Terrace, WA 6000 (1300 030 886)

### Duty of Disclosure

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

*You have this duty until we agree to insure you.*

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

You do not need to tell us anything that:

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

Subject to the Cancellation General Provision, 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 Notified

Some coverage sections of *this policy contain claims-made and notified insuring clauses*. This means that those insuring clauses will only cover **Claims** first made against you during the **Policy Period** and notified to the **Insurer** as soon as practicable in the **Policy Period** or any applicable extended reporting period. This Policy may not provide cover for any **Claims** made against you if at any time prior to the commencement of this Policy you became aware of facts which might give rise to those claims being made against you.

Section 40(3) of the *Insurance Contracts Act 1984* provides that where you gave notice in writing to an insurer of facts that might give rise to a claim against you as soon as was reasonably practicable after you became aware of those facts but before insurance cover provided by an insurance contract expires, the insurer is not relieved of liability under the contract in respect of the claim, when made, by reason only that it was made after the expiration of the period of insurance cover provided by the contract.

This Policy excludes prior **Insured Events** (including but not limited to **Claims**) and circumstances as outlined in the "Prior Claims and Circumstances" Exclusion in Section 10 of the Policy Wording.

### Code of Practice

The **Insurer** is a signatory to the General Insurance Code of Practice. This aims to raise the standards of practice and service in the insurance industry, improve the way that claims and complaints are handled and help people better understand how general insurance works. Information brochures on the Code are available upon request.

### Privacy Notice

This notice sets out how AIG collects, uses and discloses personal information about:

- you, if an individual; and
- other individuals you provide information about.

Further information about our Privacy Policy is available at [www.aig.com.au](http://www.aig.com.au) or by contacting us at [australia.privacy.manager@aig.com](mailto:australia.privacy.manager@aig.com) or on 1300 030 886.

## How We Collect Your Personal Information

AIG usually collects personal information from you or your agents.

AIG may also collect personal information from:

- our agents and service providers;
- other insurers;
- people who are involved in a claim or assist us in investigating or processing claims, including third parties claiming under your policy, witnesses and medical practitioners;
- third parties who may be arranging insurance cover for a group that you are a part of;
- providers of marketing lists and industry databases; and
- publically available sources.

## Why We Collect Your Personal Information

AIG collects information necessary to:

- underwrite and administer your insurance cover;
- improve customer service and products and carry out research and analysis, including data analytics; and
- advise you of our and other products and services that may interest you.

You have a legal obligation under the Insurance Contracts Act 1984 to disclose certain information. Failure to disclose information required may result in AIG declining cover, cancelling your insurance cover or reducing the level of cover, or declining claims.

## To Whom We Disclose Your Personal Information

In the course of underwriting and administering your policy we may disclose your information to:

- your or our agents, entities to which AIG is related, reinsurers, contractors or third party providers providing services related to the administration of your policy;
- banks and financial institutions for policy payments;
- your or our agents, assessors, third party administrators, emergency providers, retailers, medical providers, travel carriers, in the event of a claim;
- entities to which AIG is related and third party providers for data analytics functions;
- other entities to enable them to offer their products or services to you; and
- government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

AIG is likely to disclose information to some of these entities located overseas, including in the following countries: United States of America, Canada, Bermuda, United Kingdom, Ireland, Belgium, The Netherlands, Germany, France, Singapore, Malaysia, the Philippines, India, Hong Kong, New Zealand as well as any country in which you have a claim and such other countries as may be notified in our Privacy Policy from time to time.

You may request not to receive direct marketing communications from AIG.

## Access to Your Personal Information

Our Privacy Policy contains information about how you may access and seek correction of personal information we hold about you. In summary, you may gain access to your personal information by submitting a written request to AIG.

In some circumstances permitted under the Privacy Act 1988, AIG may not permit access to your personal information. Circumstances where access may be denied include where it would have an unreasonable impact on the privacy of other individuals, or where it would be unlawful.

## Complaints

Our Privacy Policy also contains information about how you may complain about a breach of the applicable privacy principles and how we will deal with such a complaint.

## Consent

If applicable, your application includes a consent that you and any other individuals you provide information about consent to the collection, use and disclosure of personal information as set out in this notice.

## Copyright

The content of this policy, including but not limited to the text and images herein, and their arrangement, is the copyright property of AIG. All rights reserved. AIG hereby authorises you to copy and display the content herein, but only in connection with AIG business. Any copy you make must include this copyright notice. Limited quotations from the content are permitted if properly attributed to AIG; however, except as set forth above, you may not copy or display for redistribution to third parties any portion of the content of this policy without the prior written permission of AIG. No modifications of the content may be made. Nothing contained herein shall be construed as conferring by implication or otherwise any license or right under any patent, trademark, copyright (except as expressly provided above), or other proprietary rights of AIG or of any third party.

## Code of Practice

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## Dispute Resolution Process

We are committed to handling any complaints about our products or services efficiently and fairly.

If you have a complaint:

- (i) contact your insurance intermediary and they may raise it with us;
- (ii) if your complaint is not satisfactorily resolved you may request that your matter be reviewed by management by writing to:

The Compliance Manager  
AIG Australia Limited  
Level 13, 717 Bourke  
Street Docklands VIC 3008



END OF WORDING



American International Group, Inc. (AIG) is a leading global organisation. Building on 100 years of experience, today AIG member companies provide a wide range of property casualty insurance, life insurance, retirement products, and other financial services to customers in more than 80 countries and jurisdictions. These diverse offerings include products and services that help businesses and individuals protect their assets, manage risks and provide for retirement security. AIG common stock is listed on the New York Stock Exchange.

Additional information about AIG can be found at [www.aig.com](http://www.aig.com) | YouTube: [www.youtube.com/aig](http://www.youtube.com/aig) | Twitter: [@AIG\\_LatestNews](https://twitter.com/AIG_LatestNews) | LinkedIn: <http://www.linkedin.com/company/aig>

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Head Office  
NEW SOUTH WALES

Level 19, 2 Park Street  
Sydney, NSW 2000, Australia

General customer service  
Tel: +61 2 9240 1711