

emergence



Cyb@r First Aid

Important Information
& Policy Wording



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emergence

Cyber 1st Aid
Important Information & Policy Wording

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Important Information

It is important that **you** read and understand the following:

About the Insurer

This insurance is underwritten by certain underwriters at Lloyd's. Lloyd's underwriters are authorised by the Australian Prudential Regulation Authority ('APRA') under the provisions of the Insurance Act 1973 [Cth].

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

About Emergence Insurance Pty Ltd

Emergence Insurance Pty Ltd (ABN 46 133 037 153, AFSL 329634) ['Emergence'] acts under a binding authority given to it by **us** to administer and issue policies, alterations and renewals. In all aspects of arranging this **policy**, Emergence acts as an agent for **us** and not for **you**. Contact details are:

Email: info@emergenceinsurance.com.au
Telephone: +61 2 8280 3000
Postal address: PO Box A2016, Sydney South NSW 1235

Our Agreement

Your policy is a contract of insurance between **you** and **us**, and consists of the **policy** wording together with the **schedule**, and any endorsement(s) stated in **your schedule**. The type of losses covered are set out in Sections A, B and C.

How this Policy Works

Your policy is made up of several sections.

It is important to understand the type of cover **you** have purchased and how the **limits** apply. Not every financial loss caused by a **cyber event** is covered under the **policy**.

[Section A: Losses to Your Business](#)

[Section B: Legal Expenses](#)

[Section C: Cyber Event Response Costs](#)

[Section D: What Certain Words Mean](#)

Explains the meaning of defined words used in the **policy**. These words may be used in one or more sections of the **policy**. The meaning of "**cyber event**" is also explained.

[Section E: Exclusions](#)

Sets out what the **policy** does not cover. These are the **policy's** exclusions.

*Note: This policy does not cover notification costs. Property damage is not covered, nor is breakdown of **your** equipment or IT infrastructure. It does not cover **you** for legal liability at common law or under statute to pay damages, compensation, penalties or fines. This **policy** is not a substitute for fidelity or comprehensive crime insurance. **You** should speak to **your** insurance broker about what this **policy** covers and what other insurance covers **you** need.*

[Section F: Claims Conditions](#)

Explains what **you** must do if there is a **cyber event**.

[Section G: General Conditions](#)

Which **you** have to comply with under this **policy**.

How to Notify Us if a Cyber Event Happens

1. If a **cyber event** happens **you** must immediately ring the Emergence **cyber event** reporting line on 1300 799 562 or notify Emergence in writing at claims@emergenceinsurance.com.au
2. We will assess whether cover applies under **your policy**.
3. **You** must do everything reasonably possible to preserve evidence to enable **us** to properly assess and investigate the claim.
4. If the claim is not covered under **your policy**, we will advise **you** to engage **your** own service resources.

This is a quick reference provided for **your** convenience. Please refer to Section F of the **policy** for a full listing of Claims Conditions.



Your Duty of Disclosure

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

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

You have the same duty before **you** renew, extend, vary, continue under similar insurance or reinstate an insurance **policy**.

You do not need to tell **us** anything that:

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

If you do not tell us something

If **you** do not tell **us** anything **you** are required to, **we** may cancel **your policy** 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 **policy** as if it never existed.

Receiving Your Policy Documents

It is a condition of this **policy** that **you** shall receive **your policy** documents electronically only. If **you** are unable or unwilling to receive **your policy** documents electronically, **we** shall not enter into a contract of insurance with **you**.

Emergence will send **your policy** documents to the email address nominated by **you** or **your** agent. Each electronic communication will be deemed to be received by **you** 24 hours after it leaves Emergence's information system.

You are responsible for ensuring that the email address that Emergence has for **you** is up to date. Please contact Emergence to change **your** email address.

Words with Special Meaning

Some words and expressions used in the **policy** have special meanings. These words are always in bold. The meaning of words and expressions in bold are explained under the heading "What Certain Words Mean".

Headings

The headings of clauses the **policy** are for reference purposes only. They do not form part of the **policy**.

The Cost of Your Policy

The amount that **we** charge **you** for this **policy** when **you** first acquire it and when **you** renew **your policy** is called the **premium**. The **premium** is the total that **we** calculate when considering all of the factors which make up the risk. Depending on the frequency of claims the **premium** on renewal of the **policy** may be different to the premium for this **policy**.

The **premium** is subject to government taxes, levies and duties such as GST and Stamp Duty. Emergence may also charge a policy fee in addition to the **premium**.

The total cost of **your policy** is shown on the **schedule** and is made up of **your premium** plus government taxes, levies and duties (where applicable) and a **policy** fee (if applicable).

Renewal Procedure

Before this **policy** expires, **we** will advise **you** whether **we** intend to offer **you** a renewal and if so, on what terms. It is important to check the terms of any renewal before renewing it to ensure that the details are correct.

Your 'Cooling Off' Rights

You can return **your policy** to **us** within 14 days of its commencement or renewal, which is stated on **your schedule**. If **we** receive **your** written request to cancel this **policy** within the 14 day period, **we** will cancel the **policy** effective from the commencement and give **you** a full refund. **You** cannot use this right where, before the 14 day period ends, **you** have exercised any of **your** rights or powers under the **policy** (e.g. **you** have made a claim).

After the cooling off period ends **you** still have cancellation rights under the **policy** [see **our** General Conditions].

Complaints

Step 1:

Any enquiry or complaint relating to this insurance should be referred to Emergence in the first instance. Please contact Emergence:

By phone: +61 2 8280 3000
By email: info@emergenceinsurance.com.au
In writing to: Emergence Complaints, PO Box A2016
Sydney South NSW 1235

If Emergence requires additional information, Emergence will contact **you** to discuss. If **your** complaint is not immediately resolved Emergence will respond within fifteen (15) business days of receipt of **your** complaint or agree a reasonable alternative timeframe to respond.

Step 2:

If this does not resolve the matter or **you** are not satisfied with the way a complaint has been dealt with, **you** can contact Lloyd's Underwriters' General Representative in Australia:

By phone: +61 2 8298 0783
By email: idraustralia@lloyds.com
By fax: +61 2 8298 0788
In writing to: Level 9, 1 O'Connell St, Sydney NSW 2000

Lloyd's Underwriters' General Representative in Australia will respond to **your** complaint within fifteen (15) business days of being notified, unless an alternative timetable has been agreed with **you**.

Step 3:

If **we** are unable to resolve **your** complaint within 45 calendar days of the date **we** first received **your** complaint or if **you** remain dissatisfied, **you** may seek a free and independent review by the Australian Financial Complaints Authority (AFCA). **We** agree to be bound by its decisions. **You** do not have to accept their decision and **you** have the right to seek legal advice at any time. **You** can contact AFCA any time:

By visiting: www.afca.org.au
By email: info@afca.org.au
By phone: 1800 931 678 (free call)
In writing to: Australian Financial Complaints Authority,
GPO Box 3, Melbourne VIC 3001

If **your** complaint does not fall within the AFCA Terms of Reference, **you** may be able to refer it to the Financial Ombudsman Service Ltd (UK). **We** can provide further details upon request and will do so if **your** complaint reaches this stage.

General Insurance Code of Practice

We proudly support the General Insurance Code of Practice. The objectives of the Code are to:

- commit **us** to high standards of service;
- promote better, more informed relations between **us** and **you**;
- maintain and promote trust and confidence in the general insurance industry;
- provide fair and effective mechanisms for the resolution of complaints and disputes between **us** and **you**; and
- promote continuous improvement of the general insurance industry through education and training.

You can obtain a copy of the Code from the Insurance Council of Australia website www.insurancecouncil.com.au or by phoning (02) 9253 5100.

Privacy Statement

In this Privacy Statement the use of "**we**", "**our**" or "**us**" means the **Insurer** and Emergence, unless specified otherwise.

We are committed to protecting **your** privacy.

We are bound by the obligations of the *Privacy Act 1988* (Cth) and the Australian Privacy Principles. These set out basic standards relating to the collection, use, storage and disclosure of personal information.

We need to collect, use and disclose **your** personal information (which may include sensitive information) in order to consider **your** application for insurance and to provide the cover **you** have chosen, administer the insurance and assess any claim. **You** can choose not to provide **us** with some of the details or all of **your** personal information, but this may affect **our** ability to provide the cover, administer the insurance or assess a claim.

The primary purpose for **our** collection and use of **your** personal information is to enable **us** to provide insurance services to **you**.

We may collect personal information in a number of ways, including directly from **you** via **our** website or by telephone or email. Personal information will be obtained from individuals directly where possible and practicable to do so. Sometimes it may be collected indirectly (e.g. from **your** insurance intermediary or co-insureds). If **you** provide personal information for another person **you** represent to **us** that:

- **you** have the authority from them to do so and it is as if they provided it to **us**;
- **you** have made them aware that **you** will or may provide their personal information to **us**, the types of third parties **we** may provide it to, the relevant purposes **we** and the third parties **we** disclose it to will use it for, and how they can access it. If it is sensitive information **we** rely on **you** to have obtained their consent on these matters. If **you** have not done or will not do either of these things, **you** must tell **us** before **you** provide the relevant information.

We may disclose the personal information **we** collect to third parties who assist **us** in providing the above services, such as related entities, distributors, agents, insurers, reinsurers and service providers. Some of these third parties may be located outside of Australia, including New Zealand, Philippines, Vietnam, Malaysia and United Kingdom. In all instances where personal information may be disclosed to third parties who may be located overseas, **we** will take reasonable measures to ensure that the overseas recipient holds and uses **your** personal information in accordance with the consent provided by **you** and in accordance with **our** obligations under the *Privacy Act 1988* [Cth].

In dealing with **us**, **you** consent to **us** using and disclosing **your** personal information as set out in this statement. This consent remains valid unless **you** alter or revoke it by giving written notice to Emergence's Privacy Officer. However, should **you** choose to withdraw **your** consent, **we** may not be able to provide insurance services to **you**.

The Emergence Privacy **Policy**, available at www.emergenceinsurance.com.au or by calling Emergence, sets out how:

- Emergence protects **your** personal information;
- **you** may access your personal information;
- **you** may correct **your** personal information held by **us**;
- **you** may complain about a breach of the *Privacy Act 1988* [Cth] or Australian Privacy Principles and how Emergence will deal with such a complaint.

If **you** would like additional information about privacy or would like to obtain a copy of the Privacy Policy, please contact the Emergence Privacy Officer by:

Postal Address: PO Box A2016, Sydney South NSW 1235
Phone: +61 2 9307 6656
Fax: +61 2 9307 6699
Email: privacyofficer@steadfastagencies.com.au

You can download a copy of the Emergence Privacy Policy by visiting www.emergenceinsurance.com.au



Covers

Subject to **you** paying the **premium**, this **policy** will respond to a **cyber event** which is first discovered by **you** and notified to **us** during the **policy period**. **We** will pay up to the **limit** stated in the **schedule**. The aggregate **limit** is the most **we** will pay for all Sections. The **limit** stated on **your schedule** is exclusive of GST.

Section A: Losses to Your Business

If a **cyber event** happens in **your business**, then **we** will pay **you** the **impact on business costs**.

Section B: Legal Expenses

If there is a **cyber event** in **your business** **we** will pay **your legal expenses** to obtain legal advice from an Australian Legal Practitioner.

Section C: Cyber Event Response Costs

If there is a **cyber event** in **your business**, then **we** will pay **your cyber event response costs**.

Section D: What Certain Words Mean

The words listed below have been given a specific meaning in this **policy** and these specific meanings apply when the words appear in **bold** font.

act(s) of terrorism includes any act which may or may not involve the use of, or threat of, force or violence where the purpose of the act is to further a political, religious, ideological aim or to intimidate or influence a government (whether lawfully constituted or not) or any section of the public.

business means the **policyholder's** business set out in **your schedule**. **Your business** must be domiciled in or operate from Australia.

business activity means the activity carried on by **your business** set out in **your schedule**.

business activity statement means the Business Activity Statement that is submitted by **your business** to the Australian Taxation Office for taxation purposes.

claim means any demand, notice of pending action or civil, criminal, administrative, regulatory or arbitral proceedings against **you** seeking compensation or other legal remedy.

cyber event must happen in **your business** and means any of the following:

- **crimeware** which is any malware of any type intentionally designed to cause harm to **your IT infrastructure** but does not include **cyber espionage** or **point of sale intrusion**.
- **cyber espionage** which includes unauthorised access to an item of **your IT infrastructure** linked to a state affiliated or criminal source exhibiting the motive of espionage.
- **cyber extortion** which is a crime involving an attack or threat of attack against **your IT infrastructure**, coupled with a demand for money or other valuable consideration (including digital currency) to avert or stop the attack.
- **denial of service** which is uniquely intended to compromise the availability of **your IT infrastructure**. This includes a distributed **denial of service**.
- **hacking** which is malicious or unauthorised access to **your IT infrastructure**.
- **insider and privilege misuse** which is unapproved or malicious use of **your IT infrastructure** by **your** employees, outsiders in collusion with **your** employees, or business partners who are granted privilege access to **your IT infrastructure** but does not include theft or **cyber theft**.
- **miscellaneous errors** where unintentional actions directly compromise a security attribute of an item of **your IT infrastructure** but does not include theft or **cyber theft**.
- **payment card skimming** involving a skimming device being physically implanted through tampering into an item of **your IT infrastructure** that reads data from a payment card.
- **physical theft and loss** where an item of **your IT infrastructure** is missing or falls into the hands of a third party or the public whether through misplacement or malice.
- **point of sale intrusion** being a remote attack against **your IT infrastructure** where retail transactions are conducted, specifically where purchases are made by a payment card.
- **web app attacks** where a web application was the target of attack against **your IT infrastructure**, including exploits of code level vulnerabilities in the application.

cyber event response costs means the reasonable costs and expenses being:

- **cyber extortion costs** paid with **our** agreement and consent to respond to a **cyber event** where a third party is seeking to obtain financial gain from **you** through **cyber extortion**.
- **data restoration costs** incurred in restoring or replacing **your** data or programs in **your IT infrastructure** that have been lost, damaged or destroyed and the cost to mitigate or prevent further damage and includes the cost of **you** purchasing replacement licences, if necessary, but does not include any costs relating to redesign, replication or reconstitution of proprietary information, facts, concepts or designs.
- **data securing costs** incurred in securing **your IT infrastructure** to avoid ongoing **impact on business costs** and **cyber event response costs**.
- **external management costs** incurred in responding to a **cyber event** including crisis management and mitigation measures engaged in by **you** and agreed to by **us** when necessary to counter a credible impending threat to stage a **cyber event** against **your IT infrastructure**.
- **pursuit costs** of up to a maximum of \$25,000 paid with **our** agreement and consent to a third party [other than a law enforcement officer or **your** current or former employee or **IT contractor**], as reward for assistance leading to the arrest and conviction of the perpetrator of a **cyber event** covered under this **policy**.
- **virus extraction costs** incurred to remove a virus from **your IT infrastructure**.

cyber theft means the electronic transfer of funds that results in the theft of funds or money that remain unrecoverable.

defence costs means the costs, charges, fees and expenses incurred in defending, investigating, appealing or settling a **claim**.

excess means the amount of money that **you** are responsible for before **we** make a payment under the **policy**. The **excess** is set out in **your schedule** and is exclusive of GST.

impact on business costs means:

- a. the amount by which the **revenue you** earn during the **indemnity period** falls short of the **revenue you** earned during relevant periods 12 months prior directly as a result of a **cyber event**, less any consequent savings. This is calculated by reference to the amounts shown on G1 [less the amount in G9] of **your business activity statement** for the prior relevant periods.

If **you** have not been trading for a 12 month period **your daily revenue** during the indemnity period shall be calculated using the daily average **revenue** from G1 [less any amount in G9] in **your** most recent **business activity statement** less any savings in **your business costs** as a consequence of the **cyber event**;

and

- b. the net increased costs incurred to avoid a reduction in **revenue** as a consequence of a **cyber event** provided the amount of increased costs paid is less than **we** would have paid for a reduction in standard **revenue** in a. above. Net increased costs do not include **your** ongoing normal operating expenses, salaries or overhead expenses.

Impact on business costs do not include **cyber event response costs**.

We will not pay **impact on business costs** incurred during the waiting period of the first 24 hours after **you** discover a **cyber event**.

indemnity period means the period starting from the end of the 24 hour waiting period following discovery of the **cyber event** until **your IT infrastructure** is restored to its usual function, however in total length not exceeding 10 days.

IT contractor is a third party contracted to provide, maintain or manage IT infrastructure.

IT infrastructure means all of the hardware, firmware, software, networks, facilities, and the like, owned by or leased to, rented to or licensed to **you**, irrespective of where these are hosted, insofar as they are required to develop, test, deliver, monitor, control or support IT services used in **your business**. The term **IT infrastructure** includes all of the information technology but not the associated people, processes and documentation.

limit means the amount set out in the **schedule** for each of Section A – Losses To Your Business, Section B – Legal Expenses and Section C – Cyber Event Response Costs of **your policy** and applies to any one **cyber event**, irrespective of the number of claim(s). One aggregate **limit** applies to **your policy** for the entire **policy period** and is set out in **your schedule**. The aggregate **limit** is the most **we** will pay for all sections irrespective of the number of **cyber events**, losses, claims or insureds.

legal expenses means the cost of **you** obtaining legal advice from a Australian Legal Practitioner to advise **you** of the remedies, obligations, options or steps **you** can take if a **cyber event** happens in your **business**. **Legal expenses** does not include any **defence costs** whatsoever and does not include any legal advice about this **policy**. The legal advice provided will be confidential to **you**.

loss means any sums payable pursuant to judgments (including orders for costs), settlements, awards and determination including damages, regulatory and civil fines and penalties in respect of a **claim**, and any costs as a consequence of a mandatory notice from a regulatory authority as a consequence of the failure to secure information held by **you**. **Loss** includes **defence costs**.

policy means this **policy** wording, the **schedule** and any endorsement(s) stated in **your schedule**.

policy period means the period set out in **your schedule**.

policyholder means the entity first named in **your schedule** under **Policyholder / Business**. The **policyholder** is authorised to enter into and deal with this **policy** on behalf of all other entities covered under the **policy**.

premium means the amount **you** pay to **us**. The **premium** is set out in **your schedule**.

revenue means the money paid or payable to **you** for goods sold, work done and services rendered in the course of **your business** and is calculated on the basis specified in the definition of **impact on business costs**.

schedule means the document **we** provide to **you** which sets out the personalised details of **your policy** with **us**.

telephone phreaking means a **hacking** of **your** telephone systems that results in **your** telephone systems incurring unintended or unauthorised call charges or bandwidth charges.

utility provider includes providers of gas, electricity, water, sewage, telecommunications, satellite, cable, internet access, internet backbone, DNS servers or other core infrastructure of the internet.

we/our/us means certain underwriters at Lloyd's (the underwriters), the insurer of this **policy**.

Note: **You** can obtain further details of the underwriters from Emergence upon request.

you/your means the **policyholder** referred to in **your schedule**. It includes **your** subsidiaries together with any current, future or former employee (including directors and officers) of the insured entity.

Section E: Exclusions

The following Exclusions apply to all sections of the **policy**.

We will not pay **impact on business costs**, **legal expenses** or **cyber event response costs**, or be liable for any loss, damages, expense or benefit:

1. arising from or for physical damage to or the repair or replacement of tangible property or equipment.
2. arising from or as a consequence of death or bodily injury.
3. arising from any **cyber event**, loss, fact or circumstance known to **you** or discovered by **you** before the **policy period**.
4. arising from or based upon any intentional, criminal or fraudulent acts by **you**. For the purpose of applying this exclusion the acts, knowledge or conduct of any person covered under this **policy** will not be imputed to any other person covered under this **policy**.
5. arising from or as a consequence of **your** bankruptcy, liquidation or insolvency or the bankruptcy, liquidation or insolvency of any of **your IT contractors**.
6. arising from a **claim** or **loss** at common law or under statute to pay damages (including punitive or exemplary damages), compensation, penalties or fines.
7. in connection with any products, hardware, software, software as a service, platform as a service, infrastructure as a service, or related services or IT infrastructure **you** sell, lease, license or otherwise provide to others for a fee.
8. arising from, attributable to, or as a consequence of ionising, radiation or contamination by radioactivity from any nuclear fuel, waste or other hazardous properties of any nuclear assembly or component.
9. arising from, attributable to, or as a consequence of pollution.
10. arising from any physical act of war, invasion or warlike operation, civil war, riot, civil commotion, rebellion, revolution, insurrection or civil uprising.
11. caused by or arising out of any **act of terrorism** however, this exclusion does not apply to the following **cyber events**: **crimeware**, **cyber espionage**, **cyber extortion**, **denial of service**, distributed **denial of service**, **hacking**, **payment card skimming**, **point of sale intrusion**, **web app attacks**.

12. arising from, attributable to, or in consequence of any electromagnetic field, electromagnetic radiation or electromagnetism.
 13. caused by defective equipment, ordinary wear or deterioration, faulty design or construction or insufficient capacity of **your IT infrastructure**.
 14. arising out of or caused by outage of a **utility provider**.
 15. caused by **cyber theft** or **telephone phreaking**. This exclusion does not apply to **cyber event response costs** incurred solely and directly due to **cyber theft** or **telephone phreaking**.
 16. to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** or any (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
7. **You** must, at **your own cost**, provide all necessary information to **us** to enable **us** to assess **impact on business costs** or **cyber event response costs**.
 8. **We** will not reimburse **you** for any costs incurred by or payments made by **you** unless approved by **us**. **Our consent** will not be unreasonably withheld.
 9. **You** must obtain **our** prior approval before **you** incur **legal expenses**. **We** will nominate the Australian Legal Practitioner for **you** to use or **we** will agree with one nominated by **you**.
 10. If **you** report a **cyber event** to **us** and either, or all, of **impact on business costs**, **legal expenses** or **cyber event response costs**, are incurred then **we** will apply the aggregate **limit** set out in Item in **your schedule** as if one **cyber event** happened.
 11. **You** will pay the **excess** set out in **your schedule** before **we** pay or incur a payment.
 12. If cost is incurred in response to a **cyber event** and some of that cost is not **impact on business costs**, **legal expenses** or **cyber event response costs** it is **your** responsibility to pay some or all of the cost. **We** will determine a fair and reasonable allocation of cost between what is covered and what is not covered under the **policy**.

Section F: Claims Conditions

The following Claims Conditions apply to all sections of the **policy**.

You must comply with the following conditions if **you** discover a **cyber event** or if **you** believe **you** have a claim under this **policy**. If **you** do not comply with the following Claims Conditions, **we** may refuse to pay a claim in whole or in part.

1. If a **cyber event** happens **you** must immediately ring the Emergence **cyber event** reporting line on 1300 799 562 or notify Emergence in writing at claims@emergenceinsurance.com.au.
2. **We** will assess whether cover applies under **your policy**.
3. **You** must do everything reasonably possible to preserve evidence to enable **us** to properly assess and investigate the claim.
4. If the claim is not covered under **your policy**, **we** will advise **you** to engage **your own** service resources.
5. **You** are required to fully cooperate with **our** technical management and claims management response teams and with any providers **we** appoint.
6. **You** must do everything reasonably possible to assist in the reduction or mitigation of the **impact on business costs** or **cyber event response costs**.

Section G: General Conditions

The following General Conditions apply to all sections of the **policy**.

If **you** do not comply with the following General Conditions, **we** may refuse to pay a claim in whole or in part or in some circumstances in accordance with the law cancel the **policy**.

1. **You** must notify **us** in writing as soon as practicable of any change in **your business activity**.
2. Subject to **your** rights under the *Insurance Contracts Act 1984 (Cth)*, **you** must notify **us** in writing as soon as practicable of any material alteration to the risk during the **policy period** including:
 - a. if **you** go into voluntary bankruptcy, receivership, administration or liquidation; or
 - b. **you** become aware of a pending appointment of a receiver or the commencement of bankruptcy or winding up proceedings to **your business**; or
 - c. **you** acquire an entity or form a new entity.

3. **You** must maintain I.T. security practices and procedures to a standard equal to or better than as existed at the time this **policy** commenced. A failure to adhere to such practices and procedures by an employee or **your IT contractor** shall not constitute a breach of this condition.
4. If during the **policy period** any other entity gains control of management or acquires control of more than 50 percent of **your** insured entity this **policy** shall be restricted so as to apply only to **cyber events** that were first discovered prior to the date of such gaining or acquisition of control, unless **we** agree to extend coverage under the **policy** and **you** agree to the terms of any such extension of coverage.
5. This **policy** and any rights under it cannot be assigned without **our** written consent.
6. GST, Goods & Services Tax and Input Tax Credit have the meanings attributed to them under the *A New Tax System (Goods and Services Tax) Act 1999* [Cth]. No payment will be made to **you** for any GST liability in connection with a covered claim. It is **your** responsibility to inform **us** whether or not **you** are entitled to an Input Tax Credit for any amounts claimed under this **policy**. The **excess** and all **policy limits** stated on **your schedule** are exclusive of GST.
7. **You** may cancel the **policy** in accordance with **your** 'cooling off rights' within the first 14 days from commencement.

After this 14 day period **you** may cancel the **policy** at any time by providing **us** with written notice stating when thereafter cancellation is to take effect. As long as no claim has been made and there has been no **cyber event**, **we** will refund **premium** to **you** calculated on a pro rata basis plus an administrative charge of \$110 inclusive of applicable GST.

We can only cancel the **policy** in accordance with the provisions of the *Insurance Contracts Act 1984* [Cth].
8. This **policy** applies within the territorial limits of the Commonwealth of Australia. **We** will only indemnify **you** for **impact on business costs, legal expenses** and **cyber event response costs** incurred within Australia.
9. If **we** make a payment under this **policy**, then **we** are entitled to assume **your** rights against any third party to the extent of **our** payment. **You** must, at **your** own cost, assist **us** and provide necessary information to **us** to enable **us** to bring the subrogation or recovery claim. The proceeds of any subrogation or recovery action will be applied between **you** and **us** in accordance with the provisions of the *Insurance Contracts Act 1984* [Cth].
10. If at the time any claim arises under this **policy** there is any other insurance in force covering the same loss, in part or in full, **you** must promptly notify **us** of full details of such other insurance, including the identity of the insurer(s) and the **policy** number(s), and such further information as **we** may reasonably require. Subject to the *Insurance Contracts Act 1984* [Cth], **we** reserve the right to seek a contribution from the other insurer(s).
11. **You** may not disclose the existence and terms of this **policy**. **You** may, however, disclose the existence of this **policy** to the extent that **you** are required to do so by law or **you** need to prove **you** have the cover as part of a work tender or contract.
12. The **premium, limit** and other amounts under this **policy** are expressed and payable in Australian dollars.
13. The insurers accepting this insurance agree that:
 - a. if a dispute arises under this insurance, this **policy** will be subject to Australian law and practice and the insurers will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
 - b. any summons notice or process to be served upon the insurers may be served upon:

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

who has authority to accept service and to appear on the insurers' behalf;
 - c. if a suit is instituted against any of the insurers, all the insurers participating in this policy will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this **policy** NOTICE should be given to Emergence Insurance Pty Ltd as soon as possible.
14. The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

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