

# Cyber Enterprise Risk Management *Version 2*

Willis SME 04/21 Version  
Policy Wording and Schedule

CHUBB®

## Contents

---

Policy Schedule.....	4
1. Insuring Agreements.....	5
2. Insuring Agreement Extensions.....	6
3. General Definitions.....	7
4A. Exclusions Applicable to Definitions (Section 3).....	21
4. General Exclusions.....	24
5. General Conditions.....	28
Cyber Enterprise Risk Management Version 2 Endorsement(s).....	35
Privacy Statement.....	38
General Insurance Code of Practice.....	39
Complaints and Dispute Resolution Process.....	39
About Chubb in Australia.....	41
Contact Us.....	41

# Cyber Enterprise Risk Management *Version 2*

## Willis SME 04/21 Version Policy Wording and Schedule

### Your Duty of Disclosure

---

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

You have this duty until We agree to insure You.

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

### What You do not need to tell us

---

You do not need to tell us anything that:

- reduces the risk We insure You for; or
- is common knowledge; or
- We know or should know as an insurer; or
- We waive Your duty to tell us about.

### If You do not tell us something

---

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

If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed

## Policy Schedule

Policy Number: CYS0019329			
<b>Item 1</b>	<b>Named Insured</b>	Australian Outrigger Canoe Racing Association Ltd	
	<b>Principal Address</b>	PO Box 156 , Underwood QLD 4119	
<b>Item 2</b>	<b>Policy Period</b>	From:	01/07/2022
		To:	01/07/2023
		Effective:	01/07/2022
		All days inclusive, 4:00PM LST (Local Standard Time) at the Principal Address.	
<b>Item 3</b>	<b>Policy Aggregate</b>	\$1,000,000	
	<b>First Party Insuring Agreements</b>	<b>Limit of Insurance</b>	<b>Excess</b>
	Incident Response	\$1,000,000	\$2,500
	Business Interruption	\$1,000,000	\$2,500 Waiting Period: 8 hours
	Data and System Recovery	\$1,000,000	\$2,500
	Cyber Extortion	\$1,000,000	\$2,500
	<b>Third Party Insuring Agreements</b>	<b>Limit of Insurance</b>	<b>Excess</b>
	Privacy and Network Security Liability	\$1,000,000	\$2,500
	Sublimits		
	- Consumer Redress Fund	\$1,000,000	\$2,500
	- Payment Card Loss	\$1,000,000	\$2,500
	- Regulatory Fines	\$1,000,000	\$2,500
	Media Liability	\$1,000,000	\$2,500
	<b>Insuring Agreement Extensions</b>	<b>Limit of Insurance</b>	<b>Excess</b>
	Emergency Incident Response	\$50,000	\$0
	Betterment Costs	\$50,000	\$2,500
	Cyber Crime	\$50,000	\$5,000
Reward Expenses	\$50,000	\$0	
Telecommunications Fraud	\$50,000	\$2,500	
Social Engineering Fraud	\$100,000	\$5,000	
<b>Item 4</b>	<b>Retroactive Date</b>	Unlimited	
<b>Item 5</b>	<b>Policy Form</b>	Cyber Enterprise Risk Management Version 2 Policy (Willis) 04/21	
<b>Item 6</b>	Policy Premium	\$1,809.02	
	GST	\$180.90	
	Stamp Duty	\$179.09	
	<b>Total Premium</b>	\$2,169.01	
<b>Item 7</b>	<b>Endorsement(s) Effective at Inception</b>	The endorsement varies the standard terms of your policy. It may expand, reduce, or impose additional conditions on your cover as set out in the standard policy terms and should be read carefully.	

		000014_0319 - Incident Response Endorsement 000033_0319 - Infrastructure Exclusion Endorsement
--	--	---

## 1. Insuring Agreements

---

If “Not Covered” is shown in Item 3 of the **Schedule** in relation to any Insuring Agreement, such Insuring Agreement and any reference to it is deemed deleted and such coverage is not afforded.

### First Party Insuring Agreements

---

**We will pay on your behalf for:**

#### 1.1 Incident Response

**Incident Response Expenses** by reason of a **Cyber Incident** or a **Business Interruption Incident** discovered by any **Control Group** member during the **Policy Period** and reported to **us** pursuant to General Condition 5.10 Notification.

**We will reimburse you for:**

#### 1.2 Business Interruption

**Business Interruption Loss** during the **Period of Indemnity**, arising from a **Business Interruption Incident**, the duration of which exceeds the **Waiting Period**, and is discovered by any **Control Group** member during the **Policy Period**;

#### 1.3 Data and System Recovery

**Data and System Recovery Costs** during the **Period of Indemnity**, arising from a **Business Interruption Incident** discovered by any **Control Group** member during the **Policy Period**; and

#### 1.4 Cyber Extortion

**Cyber Extortion Damages** and **Cyber Extortion Expenses** by reason of a **Cyber Extortion Event** discovered by any **Control Group** member during the **Policy Period**;

and reported to **us** pursuant to General Condition 5.10 Notification.

### Third Party Insuring Agreements

---

**We will reimburse you for:**

#### 1.5 Privacy and Network Security Liability

**Damages** and **Privacy and Network Security Claims Expenses** by reason of a **Privacy and Network Security Claim** first made during the **Policy Period** resulting from any **Privacy and Network Security Wrongful Act** taking place after the **Retroactive Date** and prior to the end of the **Policy Period**; and

#### 1.6 Media Liability

**Damages** and **Media Claims Expenses** by reason of a **Media Claim** first made during the **Policy Period** resulting from any **Media Wrongful Act** taking place after the **Retroactive Date** and prior to the end of the **Policy Period**;

and reported to **us** pursuant to General Condition 5.10 Notification.

## 2. Insuring Agreement Extensions

---

If “Not Covered” is shown in Item 3 of the **Schedule** in relation to any Insuring Agreement Extension, such Insuring Agreement Extension and any reference to it is deemed deleted and such coverage is not afforded.

**We** will pay on **your** behalf for:

### 2.1 *Emergency Incident Response*

**Emergency Incident Response Expenses** incurred within the first 48 hours immediately following:

- A. the **discovery** of a reasonably suspected or confirmed **Cyber Incident** or **Business Interruption Incident** by any **Control Group** member during the **Policy Period** and reported to **us** pursuant to General Condition 5.10 Notification, which requires immediate attention in order to mitigate the damage from, effects of and costs related to such **Cyber Incident** or **Business Interruption Incident**;

**We** will reimburse **you** for:

### 2.2 *Betterment Costs*

**Betterment Costs** arising from a **Business Interruption Incident** as covered under Insuring Agreement 1.3;

### 2.3 *Cyber Crime*

**Direct Financial Loss** solely as a result of **Theft** of **your Money** or **Securities** due to **Malicious Use or Access** of a **Covered Computer System** by a **Third Party** and **Discovered** during the **Policy Period**;

### 2.4 *Reward Expenses*

**Reward Expenses** solely to the extent used in direct connection with a **Cyber Extortion Event** as covered under Insuring Agreement 1.4;

### 2.5 *Telecommunications Fraud*

**Telecommunications Expenses** due to a **Computer Malicious Act** or **Malicious Use or Access** of a **Covered Telecom System** by a **Third Party**, discovered by any **Control Group** member during the **Policy Period**; and

### 2.6 *Social Engineering Fraud*

**Direct Financial Loss** solely as a result of **Theft** of **your Money** or **Securities** due to **Social Engineering Fraud** by a **Third Party** and **Discovered** during the **Policy Period**;

and reported to **us** pursuant to General Condition 5.10 Notification.

### 3. General Definitions

---

When used in this **Policy**:

- 3.1 **Accepted Program** means a program that has been fully developed, successfully tested and proved successful in an equivalent operational environment prior to release.
- 3.2 **Act of Cyber-Terrorism** means any act, including force or violence, or the threat of such act against a **Covered Computer System** by an individual or group(s) of individuals, whether acting alone, on behalf of or in connection with any organisation(s) or government(s), to cause **Unauthorised Use or Access** of or inflict a **Computer Malicious Act** on a **Covered Computer System** for the purpose of furthering social, ideological, religious, economic or political objectives, intimidating or coercing a government or the civilian population thereof, or disrupting any segment of the economy, or to cause a failure of **Network Security**.
- 3.3 **Betterment Costs**, applicable to Insuring Agreement Extension 2.2 only, means costs to replace or restore software or applications in a **Covered Computer System** with newer, upgraded and/or improved versions of such software or applications.

**Betterment Costs** shall be a part of and not in addition to the applicable **Limit of Insurance** shown in the **Schedule** for Data and Systems Recovery as provided for under Insuring Agreement 1.3, and shall reduce such applicable **Limit of Insurance**.

- 3.4 **Bodily Injury** means injury to the body, sickness, or disease, and death. **Bodily Injury** also means mental injury, mental anguish, mental tension, emotional distress, pain and suffering, or shock, regardless of how it is caused or manifests, except that **Bodily Injury** does not include any mental injury, mental anguish, mental tension, emotional distress, pain and suffering, or shock that arises out of a **Privacy and Network Security Wrongful Act** or **Media Wrongful Act** as expressly covered under Insuring Agreements 1.5 or 1.6.
- 3.5 **Business Interruption Incident** means inability to access, disruption of, or disturbance to a **Covered Computer System** or the taking of, corruption of or destruction of **your Data** caused directly by:
- A. a **Computer Malicious Act**;
  - B. **Unauthorised Use or Access**;
  - C. **Human Error**;
  - D. a failure of **Network Security**;
  - E. **Programming Error**;
  - F. the reasonable and necessary shutdown of all or parts of a **Covered Computer System** in an attempt to prevent or mitigate the effects of any of items A.-E. above;
  - G. a power failure, surge or diminution of an electrical system controlled by **you**, which is a result of A, B, or D above;
  - H. a **Cyber Extortion Event**;
  - I. a **Voluntary Shutdown**; and
  - J. a **Regulatory Shutdown**.

3.6 **Business Interruption Loss** means:

- A. **your Net Profit** before income taxes that would have been earned had the **Business Interruption Incident** not occurred, less **your Net Profit** actually earned before income taxes;
- B. **your** continuing normal operating and payroll expenses, but only to the extent that the same are disrupted or impeded by the **Business Interruption Incident** and would have been paid or accrued had the **Business Interruption Incident** not occurred; and
- C. **Claims Preparation Costs.**

**Business Interruption Loss** includes amounts covered under items A, B and C above that accrued during the **Waiting Period**. The **Excess** applicable to **Business Interruption Loss** shall be calculated pursuant to General Condition 5.5, D.

3.7 **Claim** means a **Privacy and Network Security Claim**, a **Media Claim**, and/or a **Wrongful Act**.

3.7A **Claims Preparation Costs** means the reasonable costs for establishing, proving, verifying or quantifying any **Business Interruption Loss** which is relevant to assessing coverage under Insuring Clause 1.2 (Business Interruption). **Claims Preparation Costs** will not include any wages, salaries, internal operating costs or internal expenses incurred by **you**.

**Claims Preparation Costs** includes the costs of retaining a third party forensic accounting firm or independent loss adjustor to investigate, establish and calculate **Business Interruption Loss**.

3.8 **Client** means **Your** customer that **You** provide goods or services to for a fee, beginning before the date of the **Social Engineering Fraud**.

3.9 **Computer Malicious Act** means any actual or reasonably suspected malicious or deliberate act committed against a **Covered Computer System**, or for the purposes of Insuring Agreement Extension 2.5 committed against a **Covered Telecom System**, or malicious access to or hacking of a **Covered Computer System**, for the purpose of creating, deleting, taking, collecting, altering or destroying **your Data** or services, without involving any physical damage to a **Covered Computer System**, telecommunications equipment or infrastructure. **Computer Malicious Act** includes a distributed denial of service attack or the introduction of malicious code, ransomware, cryptoware, virus, trojans, worms and logic or time bombs or any malware, programs, files or instructions of a malicious nature which may disrupt, harm, impede access to, freeze, interrupt, compromise the integrity of or in any other way corrupt the operation of a **Covered Computer System, Data**, or software within.

3.10 **Computer System** means computer hardware, software, firmware, and the data stored on such hardware, software or firmware, as well as mobile devices which are controlled by an **Insured** and used to access the **Insured Organisation's** network, input and output devices, data storage devices, networking equipment and storage area network or other electronic data backup facilities, including SCADA and ICS systems.

**Computer System** also means private or personal devices and media used by an **Insured Person** while acting on the **Insured Organisation's** behalf or at the **Insured Organisation's** direction or control.

3.11 **Consumer Redress Fund** means a sum of money that **you** are legally obligated to deposit in a fund as equitable relief for the payment of consumer **Privacy and Network Security Claims** or **Media Claims** due to an adverse judgment or settlement of a **Regulatory Proceeding**. **Consumer Redress Fund** shall not include any sums paid which constitute taxes, fines, penalties, injunctions or sanctions.

3.12 **Control Group** means the Chief Finance Officer, Chief Executive Officer, General Counsel, Risk Manager, Chief Information Officer, Chief Information Security Officer, Chief Technology Officer, Data



Protection Officer, **Insurance Representative**, or the organisational equivalent of any of those positions of the **Named Insured**.

3.12A **Corporation Data** means non-public, private third party corporate information in any format provided to **you**.

3.13 **Covered Computer System** means a **Computer System**:

- A. leased, owned, or operated by **you**; or
- B. operated for **your** benefit by a third party service provider under written contract with **you**.

3.14 **Covered Telecom System**, applicable to Insuring Agreement Extension 2.5 only, means **your** fixed line telecom system or a fixed line telecom system operated on **your** behalf for which **you** are responsible under a written agreement.

3.15 **Cyber Extortion Damages** means **Money**, including cryptocurrency(ies), or the fair market value of other financial asset or property which may be demanded during a **Cyber Extortion Event**, paid by **you** where legally allowed and insurable, to terminate or end a **Cyber Extortion Event**. The valuation of **Cyber Extortion Damages** shall be calculated as described in General Condition 5.12.

3.16 **Cyber Extortion Event** means any credible threat or connected series of credible threats made against **you** expressing intent to perform or cause, or the actual performance of or causing of, the following:

- A. the release, divulgence, dissemination, destruction or use of confidential, sensitive or proprietary information, or personally identifiable information, stored on a **Covered Computer System**;
- B. a failure of **Network Security** on a **Covered Computer System**;
- C. the introduction or infliction of a **Computer Malicious Act** on a **Covered Computer System**;
- D. the alteration, corruption, destruction, misappropriation, manipulation of, or damage to, **Data**, instructions or any electronic information transmitted or stored on a **Covered Computer System**; or
- E. the restriction or inhibition of access to a **Covered Computer System**;

for the purpose of demanding **Money** or cryptocurrency(ies) or other financial assets from **you**, or that **you** otherwise meet a demand, to reasonably seek the mitigation or removal of such threat or connected series of threats, or the reversal or termination of the actual performance of such threats or series of connected threats.

**Cyber Extortion Event** shall not include any threats or connected series of threats made against **you** expressing intent to perform or cause any of the above if made, approved or directed by a member of the **Control Group**.

3.17 **Cyber Extortion Expenses** means such reasonable expenses to hire a third party consultant for the sole purpose of handling the negotiation and payment of **Cyber Extortion Damages** to terminate or end a **Cyber Extortion Event**, and with Our written consent, which will not be unreasonably withheld, costs to prevent, respond or end a **Cyber Extortion Event**.

3.18 **Cyber Incident** means any actual or reasonably suspected:

- A. **Computer Malicious Act, Human Error, Programming Error**, failure of **Network Security**, or **Unauthorised Use or Access** or any other threat or action against a **Covered Computer System**, including those threats or actions done in the commission of a **Cyber Extortion Event**;

- B. **Privacy and Network Security Wrongful Act**; or
- C. power failure, surge or diminution of an electrical system controlled by **you**;

that leads to the incurring of **Incident Response Expenses** to address such circumstances.

- 3.19 **Damages** means compensatory damages, any award of prejudgment or post-judgment interest and settlements which **you** become legally obligated to pay as a result of a **Wrongful Act** to which this **Policy** applies.

**Damages** include punitive damages and exemplary damages, only to the extent such damages are insurable under the laws of the applicable jurisdiction that most favours coverage for such damages.

With respect to Insuring Agreement 1.5, **Damages** shall also include a **Consumer Redress Fund**, **Payment Card Loss**, and **Regulatory Fines**.

Any and all **Damages** are subject to the applicable **Limit of Insurance** listed on the **Schedule**.

**Damages** shall not include:

- a) any amount for which **you** are not legally obligated to pay;
- b) matters uninsurable under the laws pursuant to which this **Policy** is construed;
- c) the cost to comply with any injunctive or other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief;
- d) **your** loss of fees or profits, return of fees, commissions;
- e) royalties, or re-performance of services by **you** or under **your** supervision;
- f) disgorgement of any profit, remuneration or financial advantage to which **you** are not legally entitled; or
- g) any amounts other than those which compensate solely for a loss caused by a **Wrongful Act**, unless specifically provided for in this **Policy**.
- h) liquidated damages

With respect to Insuring Agreement 1.5, **Damages** shall not include any amounts owed or paid by or to an **Insured**, which arise solely under a contract or agreement to the extent they exceed the amount for which you would otherwise be liable for in absence of the contract or agreement, including any royalties, restitution, reduction, disgorgement or return of any payment, charges, or fees; or costs to correct or re-perform services related to **Products**, including for the recall, loss of use, or removal of **Products**.

- 3.20 **Data** means any information, facts or programs stored, created, used, or transmitted on any hardware or software. **Data** includes any information or programs that allow a computer and any of its accessories to function, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media that are used with electronically controlled equipment or other electronic backup facilities. **Data** does not constitute the actual hardware or tangible property.

- 3.21 **Data and System Recovery Costs** means any reasonable costs:

- A. to determine whether any **Data** held on a **Covered Computer System** can be repaired, recovered, retrieved or reconstructed;
- A1. to recover, retrieve or reconstruct any **Data** that has been damaged, compromised or lost. These costs to recover or reconstruct **Data** are only available up and until a reasoned determination has been made by the third party forensics firm retained to recover the lost **Data**, that the **Data** cannot be recovered or reconstructed;
- B. to repair or restore software or applications in a **Covered Computer System** but only if necessary to restore a **Covered Computer System** to the same or equivalent condition or functionality as existed before the **Business Interruption Incident**;
- C. to identify and remediate the cause of the **Business Interruption Incident**; and

- D. with **our** prior consent, which will not be unreasonably withheld or delayed:
- i. to update, upgrade, replace, or improve a **Covered Computer System**, but only where:
    - a) the costs to update, upgrade, replace or improve the damaged or compromised software or applications on a **Covered Computer System** to a newer or improved standard, condition, functionality, or version are reasonably expected by **you** to be less than or equal to the cost(s) to repair, fix or restore the same; or
    - b) **Betterment Costs** are applicable; and
  - ii. any other reasonable costs to get **your** business back to full operating condition, but only to the extent that the **Business Interruption Incident** solely created or caused the issue or problem that prevented **your** business from being fully operational.
- E. additional expenditure incurred by **you** with our prior consent (which will not be unreasonably withheld) for the purpose of diminishing or reducing a **Business Interruption Loss**, but any such additional expenses shall not be covered to the extent these expenses exceeds the amount of **Business Interruption Loss** diminished or reduced.

**Data and System Recovery Costs** include, but are not limited to:

- a) the use of external equipment whether by hiring a third party or leasing the equipment;
- b) the implementation of an alternate work method in accordance with a business continuity plan;
- c) costs to subcontract with an external service provider; and
- d) increased costs of labour.

**Data and System Recovery Costs** do not include:

- a) costs or expenses incurred to identify or remediate software vulnerabilities, except to the extent such costs are incurred to identify and remediate the cause of a **Business Interruption Incident**;
- b) costs to replace any hardware or physical property;
- c) costs incurred to research and develop **Data**, including **Trade Secrets**;
- d) the economic or market value of **Data**, including **Trade Secrets**;
- e) any other loss or damage which does not result directly from the **Business Interruption Incident**;
- f) **Incident Response Expenses**; or
- g) costs to update, upgrade, replace, maintain, or improve any **Data** or **Computer System** beyond what is provided in 3.21, D, i.

- 3.22 **Direct Financial Loss**, applicable to Insuring Agreement Extension 2.3 and 2.6 only, means the replacement value of the **Money** or the market value of **Securities** at the time the **Theft** was **Discovered** during the **Policy Period**. The valuation of **Direct Financial Loss** shall be calculated as described in General Condition 5.12.
- 2.23 **Discovered/Discovery** means the time when an **Employee** with supervisory authority, a director, an executive manager, or any member of the **Control Group** first learns or becomes aware of an act or acts which would lead a reasonable person to believe that a **Direct Financial Loss** has or may occur.
- 3.24 **Emergency Incident Response Expenses**, applicable to Insuring Agreement Extension 2.1 only, means those reasonable expenses:
- A. to retain the services of a cyber incident response manager for the purpose of coordinating response to **your** reasonably suspected or confirmed **Cyber Incident** or **Business Interruption Incident**; and
  - B. to retain a third party computer forensics firm to determine the cause and scope of **your** reasonably suspected or confirmed **Cyber Incident** or **Business Interruption Incident** and to initiate the process to stop, reverse or remediate the effects of such **Cyber Incident** or **Business Interruption Incident**.

**Emergency Incident Response Expenses** shall be a part of and not in addition to the applicable **Limit of Insurance** shown in the **Schedule** for Incident Response as provided for under Insuring Agreement 1.1, and shall reduce and may completely exhaust such applicable **Limit of Insurance**.

3.25 **Employee** means a natural person who:

- A. is in **your** regular service in the ordinary course of business, whether temporary, permanent, full-time, part-time or seasonal; and
- B. is governed and directed by, and reports directly to, **you** in the performance of such service; and
- C. is compensated by **you** through salary, wages or commissions; or
- D. is a student employee, secondee, intern in **your** regular service in the ordinary course of business.

3.26 **Excess** means the first part of a **Loss** and any other covered amount payable which shall apply to each and every **Claim**. The **Excess** that shall be borne by **you** is the amount listed on the **Schedule** with regard to coverage under the applicable Insuring Agreement or Insuring Agreement Extension. The **Excess** shall be applied pursuant to General Condition 5.5.

3.27 **Extended Reporting Period** means the period(s) for the extension of coverage, if applicable, described in General Condition 5.8 and 5.16.

3.28 **Expenses** mean **Privacy and Network Security Claims Expenses, Media Claims Expenses, Cyber Extortion Expenses, Business Interruption Loss, Cyber Extortion Damages and Cyber Extortion Expenses, Data and System Recovery Costs, and Incident Response Expenses. Expenses** shall also mean **Betterment Costs, Emergency Incident Response Expenses, Direct Financial Loss, Reward Expenses** and/or **Telecommunications Expenses**.

3.29 **Fake Person** means a malicious **Third Party** purporting or claiming to be, or credibly impersonating:

- A. a member of the **Control Group**;
- B. an **Employee** with authority;
- C. a **Vendor**;
- D. a **Client**; or
- E. a trusted associate or agent of a **Vendor** or **Client**, who would normally and reasonably have access to such **Vendor** or **Client's** financial dealings;

but who is not who they claim to be and is not an **Employee** or a member of the **Control Group**, nor employed by or affiliated with the **Client** or **Vendor**.

3.30 **Human Error** means an operating error or failure to follow a policy, procedure or control, including the choice of the program used, an error in setting parameters or any inappropriate single intervention by an employee or a third party providing services to **you**, which results in a loss, alteration or destruction of **your Data**.

3.31 **Incident Response Expenses** means those reasonable expenses:

- A. to retain incident response management services for the purpose of coordinating response to a **Cyber Incident** or **Business Interruption Incident**;
- B. to retain the services of a third party computer forensics firm to determine the cause and scope of a **Cyber Incident** or **Business Interruption Incident** and whether such **Cyber Incident** or **Business Interruption Event** is still occurring;
- C. to assess obligations in relation to and to manage compliance with consumer notification provisions of **Privacy Regulations** in the applicable jurisdictions that most favours coverage for such expenses, but only to the extent that such assessment or compliance is required because of a **Cyber Incident**, including but not limited to:
  - i. retaining the services of a notification, mailing or call centre support service; and
  - ii. retaining the services of a law firm to determine the applicability of and actions necessary to comply with **Privacy Regulations**;

- D. to retain a legal or regulatory advisor to handle and respond to any inquiries including requests for information about a **Cyber Incident** by any government agency, or functionally equivalent regulatory authority, identifying a potential violation of **Privacy Regulations**, including communicating with such government agency or functionally equivalent regulatory authority to determine the applicability and actions necessary to comply with **Privacy Regulations**, but not the costs to actually appear or defend **you** at a **Regulatory Proceeding**;
- E. to retain the services of a public relations firm, law firm or crisis management firm for advertising or related communications solely for the purpose of protecting or restoring **your** reputation as a result of a **Cyber Incident** or **Business Interruption Incident**;
- F. to retain the services of a law firm solely to provide a preliminary legal opinion and advice as to **your** rights and options with regards to the legal issues that arise as a result of the **Cyber Incident** or **Business Interruption Incident**, including determining **your** potential indemnification rights under vendor contracts and preparing for and mitigating potential third party litigation;
- G. to retain the services of a licensed investigator or credit specialist to provide up to one year of fraud consultation to the individuals whose **Personal Data** has been wrongfully disclosed or otherwise compromised, and to retain a third party identity restoration service for those individuals who have been confirmed by such investigator or specialist as victims of identity theft resulting solely and directly from the **Cyber Incident**;
- H. for credit monitoring, identity theft monitoring, social media monitoring, credit freezing, fraud alert service or other fraud prevention software for those individuals whose **Personal Data** was wrongfully disclosed or otherwise likely compromised directly as a result of the **Cyber Incident**; and
- I. with **our** prior consent, which will not be unreasonably delayed or withheld:
  - i. to voluntarily notify individuals whose **Personal Data** has been wrongfully disclosed or otherwise compromised, including retaining a notification service or call centre support service;
  - ii. to notify a **Third Party** pursuant to any contractual obligation requiring notification or reporting of a **Cyber Incident**, in circumstances where such action may result in the termination, cancellation, or suspension of your active service contracts by the **Third Party** or any decrease in the volume or value of your customer or client transactions; and
  - iii. any other reasonable expenses.

**Incident Response Expenses** shall not include:

- a) costs or expenses incurred to update or otherwise improve privacy or network security controls, policies or procedures to a level beyond that which existed prior to the **Cyber Incident** or **Business Interruption Incident** or to be compliant with **Privacy Regulations**, except to the extent **Betterment Costs** are applicable;
- b) taxes, fines, penalties, injunctions, or sanctions;
- c) **Regulatory Fines**;
- d) **Data and System Recovery Costs**;
- e) **Business Interruption Loss**;
- f) **Monies** or cryptocurrencies paid by **you** to terminate or end a **Cyber Extortion Event**;
- g) **Cyber Extortion Expenses**;
- h) **your** wages, salaries, internal operating costs or expenses, or fees; or
- i) costs to respond to, commence or defend third party litigation related to the **Cyber Incident** or **Business Interruption Incident**.

3.32 **Insurance Representative** means the person(s) employed by the **Insured Organisation** who is responsible for procuring and maintaining the **Insured Organisation's** insurance policy(ies).

3.33 **Insured** means the **Insured Organisation** and any **Insured Person**.

3.34 **Insured Organisation** means the **Named Insured** and any **Subsidiary**.

3.35 **Insured Person** means:

- A. any past, present or future principal, partner, officer, director, trustee, supervisory board member, employee, leased employee, or temporary employee of the **Insured Organisation** while acting on the **Insured Organisation's** behalf or at the **Insured Organisation's** direction or control;
- B. a lawyer employed by the **Insured Organisation** who in their capacity as such must comply with Sarbanes-Oxley Act of 2002 (USA); and
- C. independent contractors of the **Insured Organisation**, who are natural persons, whilst performing duties on behalf of the **Insured Organisation**.

The term **Insured Person** also includes:

- i. any domestic partner of a principal, partner, director, officer, trustee, employee, but only where the **Privacy and Network Security Claim** or **Media Claim** is brought against such principal, partner, director, officer, trustee, employee; and
- ii. the estate, heir or legal representative of a deceased principal, partner, director, officer, trustee, employee, but only where such **Privacy and Network Security Claims** or **Media Claim** is brought against such principal, partner, director, officer, trustee, employee.

The term **Insured Person** does not include any auditor, receiver, liquidator, administrator, trustee in bankruptcy, mortgagee in possession or the like or any employees of such person.

3.36 **Insurer** means Chubb Insurance Australia Limited (ABN: 23 001 642 020, AFSL: 239687).

3.37 **Limit of Insurance** means the amount stated as such in the **Schedule** which, subject to the **Policy Aggregate**, is the maximum aggregate amount of a **Loss** and other covered amounts payable by **us** for each and every **Claim** in respect of the **Policy Period**.

3.38 **Loss** means any **Damages** or **Expenses**.

3.39 **Malicious Use or Access** means the intentional and unauthorised entry to, use or access of a **Covered Computer System**, or for the purposes of Insuring Agreement Extension 2.5 a **Covered Telecom System**.

3.40 **Media Claim** means:

- A. a demand against **you** for monetary or non-monetary damages;
- B. a civil proceeding against **you** seeking monetary damages or non-monetary or injunctive relief, commenced by the service of a complaint or similar pleading; or
- C. an arbitration, mediation, or other alternative dispute resolution proceeding against **you** seeking monetary damages or non-monetary or injunctive relief.

3.41 **Media Claims Expenses** means:

- A. reasonable legal fees, expert witness fees and other fees and costs incurred by **us**, or by **you** with **our** prior consent, such consent not to be unreasonably withheld or delayed, in the investigation and defence of a covered **Media Claim**;
- B. reasonable premiums for any appeal bond, attachment bond or similar bond, provided that **we** shall have no obligation to apply for or furnish such bond; and
- C. subject to **our** prior approval (which shall not be unreasonably withheld or delayed), reasonable fees incurred for public relations and crisis communications services.

3.42 **Media Content** means electronic media distributed by or on behalf of **you** on the Internet, including on social media websites.

3.43 **Media Services** means the publication, distribution, or broadcast of **Media Content**.

3.44 **Media Wrongful Act** means any actual or alleged;

- A. disparagement or harm to the reputation or character of any person or organisation, defamation, libel, slander, product disparagement, trade libel, infliction of emotional distress, mental anguish and injurious falsehood;
- B. eavesdropping, false arrest or malicious prosecution;
- C. plagiarism, piracy or misappropriation of ideas in connection with any **Media Content**;
- D. infringement of copyright, domain name, trade dress, title or slogan, or the dilution or infringement of trademark, service mark, service name or trade name; but not actual or alleged infringement of any patent or **Trade Secret**; or
- E. negligence with respect to the **Insured's** creation or dissemination of **Media Content**;

committed by the **Insured** solely in the performance of providing **Media Services**.

**Media Wrongful Act** shall not include any kind of discrimination or discriminatory conduct, including any alleged **Media Claims** of unequal or complete lack of access to your website and/or **Media Content**.

3.45 **Money** or **Monies** means currency, coins, bank notes, bullion, cheques, travellers cheques, registered cheques, postal orders, money orders held for sale to the public or funds, whether in physical or held via electronic means. **Money** does not include cryptocurrencies, goods or tangible property.

3.46 **Named Insured** means the organisation first specified in Item 1 of the **Schedule**.

3.47 **Natural Person** means an individual who can be identified by specific reference to an identifier such as a name, national identification number or other government issued identification number, location data, an online identifier such as an IP address, or by one or more factors specific to the physical, cultural or social identity of that individual.

3.48 **Net Profit** means the operating profit resulting from **your** business after a deduction has been made for all fixed charges.

3.49 **Network Security** means those activities performed by **you**, or by others on behalf of **you**, to protect against **Computer Malicious Acts** or **Unauthorised Use or Access**.

3.50 **Payment Card Loss** means monetary expenses, assessments, fines, penalties, chargebacks, reimbursements, and fraud recoveries that **you** become legally obligated to pay as a result of a payment card processing agreement or merchant services agreement which **you** have entered into which arise from an actual or reasonably suspected **Privacy and Network Security Wrongful Act** and where such amounts are attributable to any reasonably suspected or alleged non-compliance with the Payment Card Industry Data Security Standard.

**Payment Card Loss** shall not include:

- A. subsequent fines or monetary assessments for continued noncompliance with the Payment Card Industry Data Security Standard beyond a period of three months from the date of the initial fine or monetary assessment; or

- B. costs or expenses incurred to update or otherwise improve privacy or network security controls, policies or procedures.
- 3.51 **Period of Indemnity** means the period during which **you** incur **Business Interruption Loss** or **Data and System Recovery Costs**, beginning when the **Business Interruption Incident** occurs and not exceeding four (4) months. However, the **Period of Indemnity** may be extended solely by **us** for a time period within **our** discretion in the event that **you** are still incurring **Business Interruption Loss** or **Data and System Recovery Costs**.
- 3.52 **Personal Data** means:
- A. a **Natural Person's** name, national identity number or national insurance number, medical or healthcare data, other protected health information, driver's license number, state identification number, credit card number, debit card number, address, telephone number, email address, account number, account histories, or passwords; and
- B. any other protected personal information as defined in **Privacy Regulations**;
- in any format including written or printed documents.
- 3.53 **Personal Injury** means injury arising out of one or more of the following offences:
- A. false arrest, detention or imprisonment;
- B. malicious prosecution;
- C. libel, slander, or other defamatory or disparaging material;
- D. publication or an utterance in violation of an individual's right to privacy; and
- E. wrongful entry or eviction, or other invasion of the right to private occupancy.
- 3.54 **Policy** means, collectively, the **Schedule**, the proposal, this policy form and any endorsements.
- 3.55 **Policy Aggregate** means the amount stated as such in the **Schedule** which is the maximum aggregate amount payable by **us** under the **Policy** in respect of the **Policy Period** irrespective of the number of **Claims**, the number of **Limits of Insurance**, number of claimants, number of **Insureds** making a **Claim**, number of Insuring Agreements and/or Insuring Agreement Extensions claimed under and /or any combination of those things.
- 3.56 **Policy Period** means the period of time specified in Item 2 of the **Schedule**, subject to any applicable prior termination pursuant to Section 5, General Conditions.
- 3.57 **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals, asbestos, asbestos products or waste (waste includes materials to be recycled, reconditioned or reclaimed).
- 3.58 **Privacy and Network Security Claim** means:
- A. a demand against **you** for monetary or non-monetary damages;
- B. a civil proceeding against **you** seeking monetary damages or non-monetary or injunctive relief, commenced by the service of a complaint or similar pleading;
- C. an arbitration , mediation, or other alternative dispute resolution proceeding against **you** seeking monetary damages or non-monetary or injunctive relief; and
- D. a **Regulatory Proceeding**.
- 3.59 **Privacy and Network Security Claims Expenses** means:



- A. reasonable legal fees, expert witness fees and other fees and costs incurred by **us**, or by **you** with **our** prior consent (which shall not be unreasonably delayed or withheld), in the investigation and defence of a covered **Privacy and Network Security Claim**; and
- B. reasonable premiums for any appeal bond, attachment bond or similar bond, provided **we** shall have no obligation to apply for or furnish such bond.

3.60 **Privacy and Network Security Wrongful Act** means any error, misstatement, misleading statement, act, failure to act, neglect or breach of duty, actually or allegedly committed or attempted by **you**, in capacity as such, resulting in:

- A. a failure of **Network Security**, including the failure to deter, inhibit, defend against or detect any **Computer Malicious Act** or **Unauthorised Use or Access**, including that which causes **Personal Injury**;
- B. the failure by **you** or by an independent contractor for which **you** are legally responsible to handle, manage, store, destroy, protect or otherwise control:
  - i. **Personal Data**, including that which causes **Personal Injury**; or
  - ii. **Corporation Data**; or
- C. an unintentional violation of **your** privacy policy, that results in the alleged violation of any **Privacy Regulation**, including but not limited to the unintentional wrongful use or collection of **Personal Data** by **you**.

3.61 **Privacy Regulations** means legislations or regulations applying to the care, collection, custody, control, use, access, protection or disclosure of **Personal Data** or **Corporation Data**, including **Data** that is regulated by the General Data Protection Regulation (GDPR).

**Privacy Regulations** will only include those obligations that apply to the care, collection, custody, control, use, access, protection or disclosure of **Corporation Data** to the extent such obligations arise directly from civil legislations or regulations.

3.62 **Products** means anything that the **Insured** sells, designed, created, developed, assembled, manufactured, handled, installed, disposed of, leased to or licensed for others, sold, or that is distributed by or on behalf of an **Insured**, including the repair or maintenance of such things.

3.63 **Programming Error** means error that occurs during the development or encoding of a program, application or operating system that would, once in operation, result in a malfunction of the computer system and/or an interruption of operation and/or an incorrect result.

**Programming Error** does not include integration, installation, upgrade or patching of any software, hardware or firmware on a **Covered Computer System** unless **you** provide proof that the **Programming Error** arises from an **Accepted Program** and have exercised reasonable care in the selection of the program.

3.64 **Property Damage** means physical injury to or loss or destruction of tangible property, including the loss of use of such property. **Property Damage** shall not include any injury to, loss or destruction of, or loss of use of **Data**.

3.65 **Regulatory Fines** means any civil monetary fine or penalty imposed by a government or regulatory body, including an official governmental entity in such entity's regulatory or official capacity pursuant to its order under a **Regulatory Proceeding**. **Regulatory Fines** shall not include any civil monetary fines or penalties that are not insurable by law, criminal fines, disgorgement of profits or multiple damages.

3.66 **Regulatory Proceeding** means a request for information, demand, suit, civil investigation or civil proceeding by or on behalf of a government agency, commenced by a service of a complaint or similar pleading alleging or identifying the violation of **Privacy Regulations** as a result of **your Privacy and Network Security Wrongful Act** and that may reasonably be expected to give rise to a covered

**Privacy and Network Security Claim** under Insuring Agreement 1.5 of this **Policy**. Additionally, **Regulatory Proceeding** does not include any action, proceeding or suit, or the portion of any action, proceeding or suit, that is based on or related to a criminal violation of **Privacy Regulations**.

2.66A **Regulatory Shutdown** means a total or partial shutdown of a **Covered Computer System** which is necessary to comply with an enforceable legal or regulatory order given under **Privacy Regulations** and resulting from a covered **Cyber Incident** or **Business Interruption Event**.

3.67 **Retroactive Date** means the date specified in Item 4 of the **Schedule**.

3.68 **Reward Expenses**, applicable to Insuring Agreement Extension 2.4 only, means the reasonable amount of money or other security paid by an **Insured Organisation**, with **our** prior consent, which will not be unreasonably withheld, to a third party natural person, who is not affiliated with or employed by the **Insured Organisation**, and who provides information not otherwise available that leads to the arrest and conviction of any person responsible for the **Cyber Extortion Event**.

**Reward Expenses** shall not include any **Incident Response Expenses** or **Cyber Extortion Expenses**.

**Reward Expenses** shall be a part of and not in addition to the applicable **Limit of Insurance** shown in the **Schedule** for Cyber Extortion as provided for under Insuring Agreement 1.4, and shall reduce such applicable **Limit of Insurance**.

3.69 **Schedule** means the schedule attached to this **Policy**.

3.70 **Securities**, applicable to Insuring Agreement Extension 2.3 and 2.6 only, means negotiable and non-negotiable instruments or contracts, including any note, stock, bond, debenture, evidence of indebtedness, share or other equity or debt security, representing either money or property, but does not include **Money** or cryptocurrencies. **Securities** also does not include goods or tangible property.

3.71 **Single Claim** means all **Claims** or other matters giving rise to a claim under this **Policy** that relate to the same originating source or cause or the same underlying source or cause, regardless of whether such **Claims, Regulatory Proceedings** or other matters giving rise to a claim under this **Policy** involve the same or different claimants, **Insureds**, events, or legal causes of action.

3.72 **Social Engineering Fraud** means an act or acts by a **Fake Person**, acting alone or in collusion with others, meant to deceive an **Employee** into transferring, paying, delivering, or giving **your Money** or **your Securities**, from an account which **you** maintain at a financial institution, to such **Fake Person** or a **Third Party**, with the intention of permanently depriving **you** of its use.

**Social Engineering Fraud** does not include the continued or subsequent transfer, payment or giving of **your Money** or **your Securities** to a **Third Party** that occurs after **you** have **Discovered** the act or acts of the **Fake Person** and reasonably could or should have taken steps to stop or prevent any further transfers, payments or giving but failed to do so.

3.73 **Subsidiary** means any entity that is not formed as a partnership or joint venture in which, at the inception of the **Policy**, the **Named Insured** directly or indirectly:

- A. holds more than 50% of the voting rights;
- B. has the right to appoint or remove more than 50% of the board of directors; or
- C. controls alone, pursuant to a written agreement with other shareholders, more than 50% of the voting rights.

If a **Subsidiary** ceases to be a **Subsidiary** either prior to or during the **Policy Period**, this **Policy** shall continue to cover such **Subsidiary** and its **Insured Persons**, but:

- i. only for **Privacy and Network Security Wrongful Acts** and **Media Wrongful Acts** that occur after the **Retroactive Date** and while the entity was a **Subsidiary**; and

- ii. only for **Cyber Incidents, Business Interruption Incidents, Cyber Extortion Events, and Theft** discovered by any **Control Group** member while the entity was a **Subsidiary**.
- 3.74 **Telecommunications Expenses**, applicable to Insuring Agreement Extension 2.5 only, means the amount invoiced for unauthorised voice or data charges or unauthorised bandwidth or reasonable costs associated with the investigation into a **Computer Malicious Act** against a **Covered Telecom System**.
- Telecommunications Expenses** shall not include any fraudulent charges waived, reimbursed, or recovered by or on behalf of the telecommunications provider. Additionally, **Telecommunications Expenses** shall not include any voice, data or bandwidth charges incurred because of the intentional, negligent or wrongful misuse or overuse of a **Covered Telecom System** by employees or authorised third parties, who have legitimate access to a **Covered Telecom System**.
- 3.75 **Theft**, applicable to Insuring Agreement Extension 2.3 and 2.6 only, means a dishonest and intentional act of a **Third Party** of taking, or causing the taking of, **your Money** or **your Securities** with the reasonably suspected intention of permanently depriving **you** of its use.
- 3.76 **Third Party** means an entity or **Natural Person** not qualifying as an **Insured** under this **Policy**.
- 3.77 **Trade Secret** means information, including a formula, pattern, compilation, program, device, method, technique or process, that derives independent economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain value from its disclosure or use, so long as reasonable efforts have been made to maintain its secrecy.
- 3.78 **Transaction** means in respect of the company shown in Item 1 of the **Schedule**:
- A. it or all of its assets is or are acquired by another entity;
  - B. it merges or consolidates into or with another entity;
  - C. any person, entity or affiliated group of persons and/or entities obtains the right or power to elect, appoint or designate at least fifty percent (50%) of the directors of it;
  - D. any person, entity or affiliated group of persons and/or entities acquires fifty percent (50%) or more of the issued capital of it; or
  - E. a receiver, receiver and manager, liquidator, administrator, official manager or trustee is appointed to manage, administer, liquidate, supervise, or otherwise take control.
- 3.79 **Unauthorised Use or Access** means the reasonably suspected entry or access to a **Covered Computer System** by an unauthorised party or individual, including an employee or authorised party acting outside the scope of their authority.
- 3.80 **Vendor** means a natural person or a company that provides, or has provided, goods or services to **you** under a legitimate arrangement or written agreement that existed before the date of the **Social Engineering Fraud**.
- 3.80A **Voluntary Shutdown** means an intentional and discretionary total or partial shutdown of a **Covered Computer System**, carried out after an assessment by the **Insured** or a third party that results in the reasonable belief that such total or partial shutdown is likely to mitigate, minimise or avoid **Loss** that would otherwise be incurred as a result of the **Cyber Incident** or **Business Interruption Incident**.
- 3.81 **Waiting Period** means the number of hours specified in Item 3 of the **Schedule** following a **Business Interruption Incident**.
- 3.82 **We, us, and our** means the **Insurer**.
- 3.83 **Wrongful Act** means an actual or alleged **Privacy and Network Security Wrongful Act, Media Wrongful Act, Malicious Use or Access, Cyber Incident, or Business Interruption Incident**.

3.84 **Wrongful Employment Practices** means any actual or alleged violation of employment laws or any other legal provisions relating to any individual's actual or prospective employment relationship with the **Insured**, including:

- A. employment-related invasion of privacy, except with respect to that part of any **Privacy and Network Security Claim** arising out of the loss of **Personal Data** that is otherwise covered under Insuring Agreement 1.5 of this **Policy**; and
- B. employment-related wrongful infliction of emotional distress, except with respect to that part of any **Privacy and Network Security Claim** arising out of the loss of **Personal Data** that is otherwise covered under Insuring Agreement 1.5 of this **Policy**.

3.85 **You and your** means the **Insured**.

## 4A. Exclusions Applicable to Definitions (Section 3)

---

Certain defined terms in the Definitions section of this **Policy** contain exclusions that change, limit or reduce cover under this **Policy**. The exclusions contained in those defined terms are listed below:

### 4A.1 *Bodily Injury*

**Bodily Injury** (Definition section 3.4) does not include any mental injury, mental anguish, mental tension, emotional distress, pain and suffering, or shock that arises out of a Privacy and Network Security Wrongful Act or Media Wrongful Act as expressly covered under Insuring Agreements 1.5 or 1.6.

### 4A.2 *Consumer Redress Fund*

**Consumer Redress Fund** (Definitions section 3.11) shall not include any sums paid which constitute taxes, fines, penalties, injunctions or sanctions.

### 4A.3 *Cyber Extortion Event*

**Cyber Extortion Event** (Definitions section 3.16) shall not include any threats or connected series of threats made against **You** expressing intent to perform or cause any of the above if made, approved or directed by a member of the **Control Group**.

### 4A.4 *Damages*

**Damages** (Definitions section 3.19) shall not include:

- a) any amount for which **You** are not legally obligated to pay;
- b) matters uninsurable under the laws pursuant to which this **Policy** is construed;
- c) the cost to comply with any injunctive or other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief;
- d) **Your** loss of fees or profits, return of fees, commissions;
- e) royalties, or re-performance of services by **You** or under **Your** supervision;
- f) disgorgement of any profit, remuneration or financial advantage to which **You** are not legally entitled; or
- g) any amounts other than those which compensate solely for a loss caused by a **Wrongful Act**, unless specifically provided for in this **Policy**.

With respect to Insuring Agreement 1.5, **Damages** shall not include any amounts owed or paid by or to an **Insured**, which arise solely under a contract or agreement to the extent they exceed the amount for which you would otherwise be liable for in absence of the contract or agreement, including any royalties, restitution, reduction, disgorgement or return of any payment, charges, or fees; or costs to correct or re-perform services related to **Products**, including for the recall, loss of use, or removal of **Products**.

### 4A.5 *Data*

**Data** (Definitions section 3.20) does not constitute the actual hardware or tangible property.

### 4A.6 *Data and System Recovery Costs*

**Data and System Recovery Costs** (Definitions section 3.21) do not include:

- a) costs or expenses incurred to identify or remediate software vulnerabilities;
- b) costs to replace any hardware or physical property;
- c) costs incurred to research and develop **Data**, including **Trade Secrets**;
- d) the economic or market value of **Data**, including **Trade Secrets**;
- e) any other loss or damage which does not result directly from the **Business Interruption Incident**
- f) **Incident Response Expenses**; or

- g) costs to update, upgrade, replace, maintain, or improve any **Data** or **Computer System** beyond what is provided in 3.21, D, i.

In relation to sub-section 3.21, E, additional expenses shall not be covered to the extent these expenses exceeds the amount of **Business Interruption Loss** diminished or reduced.

#### 4A.7 *Incident Response Expenses*

**Incident Response Expenses** (Definitions section 3.31) shall not include:

- a) costs or expenses incurred to update or otherwise improve privacy or network security controls, policies or procedures to a level beyond that which existed prior to the **Cyber Incident** or **Business Interruption Incident** or to be compliant with **Privacy Regulations**, except to the extent **Betterment Costs** are applicable;
- b) taxes, fines, penalties, injunctions, or sanctions;
- c) **Regulatory Fines**;
- d) **Data and System Recovery Costs**;
- e) **Business Interruption Loss**;
- f) **Monies** or cryptocurrencies paid by **You** to terminate or end a **Cyber Extortion Event**;
- g) **Cyber Extortion Expenses**;
- h) **Your** wages, salaries, internal operating costs or expenses, or fees; or
- i) costs to respond to, commence or defend third party litigation related to the **Cyber Incident** or **Business Interruption Incident**.

**Incident Response Expenses** also do not include the costs to actually appear or defend **You** at a **Regulatory Proceeding**.

#### 4A.8 *Media Wrongful Act*

**Media Wrongful Act** (Definitions section 3.44) shall not include any kind of discrimination or discriminatory conduct, including any alleged **Media Claims** of unequal or complete lack of access to **Your** website and/or **Media Content**.

#### 4A.9 *Money*

**Money** (Definitions section 3.45) does not include cryptocurrencies, goods or tangible property.

#### 4A.10 *Payment Card Loss*

**Payment Card Loss** (Definitions section 3.50) shall not include:

- a) subsequent fines or monetary assessments for continued noncompliance with the Payment Card Industry Data Security Standard beyond a period of three months from the date of the initial fine or monetary assessment; or
- b) costs or expenses incurred to update or otherwise improve privacy or network security controls, policies or procedures.

#### 4A.11 *Programming Error*

**Programming Error** (Definitions section 3.63) does not include integration, installation, upgrade or patching of any software, hardware or firmware on a **Covered Computer System** unless **You** can provide proof that the **Programming Error** arises from an **Accepted Program**.

#### 4A.12 *Property Damage*

**Property Damage** (Definitions section 3.64) shall not include any injury to, loss or destruction of, or loss of use of **Data**.

#### 4A.13 *Regulatory Fines*

**Regulatory Fines** (Definitions section 3.65) shall not include any civil monetary fines or penalties that are not insurable by law, criminal fines, disgorgement of profits or multiple damages.

#### 4A.14 *Regulatory Proceeding*

**Regulatory Proceeding** (Definitions section 3.66) does not include any action, proceeding or suit, or the portion of any action, proceeding or suit, that is based on or related to a criminal violation of **Privacy Regulations**.

4A.15 *Reward Expenses*

**Reward Expenses** (Definitions section 3.68) shall not include any **Incident Response Expenses** or **Cyber Extortion Expenses**.

4A.16 *Social Engineering Fraud*

**Social Engineering Fraud** (Definitions section 3.72) does not include the continued or subsequent transfer, payment or giving of **Your Money** or **Your Securities** to a **Third Party** that occurs after You have learned of the act or acts of the **Fake Person** and could or should have taken steps to stop or prevent any further transfers, payments or giving but failed to do so.

4A.17 *Telecommunications Expenses*

**Telecommunications Expenses** (Definitions section 3.74) shall not include any fraudulent charges waived, reimbursed, or recovered by or on behalf of the telecommunications provider. Additionally, **Telecommunications Expenses** shall not include any voice, data or bandwidth charges incurred because of the intentional, negligent or wrongful misuse or overuse of a **Covered Telecom System** by employees or authorised third parties, who have legitimate access to a **Covered Telecom System**.

## 4. General Exclusions

---

We shall not be liable for **Loss** on account of any **Claim**:

### 4.1 *Prior Knowledge*

alleging, based upon, arising out of or attributable to a **Wrongful Act** actually or allegedly committed prior to the beginning of the **Policy Period** if, on or before the earlier of the effective date of this **Policy** or the effective date of any **Policy** issued by **us** of which this **Policy** is a continuous renewal or a replacement, any member of the **Control Group** of the **Insured** knew or reasonably could have foreseen that the **Wrongful Act** did or could lead to any **Loss**.

### 4.2 *Pending or Prior Proceedings*

alleging, based upon, arising out of, or attributable to:

- A. any prior or pending litigation, **Privacy and Network Security Claim**, **Media Claim**, written demand, arbitration, administrative or regulatory proceeding or investigation filed or commenced against **you**, and of which **you** had notice, on or before the earlier of the effective date of this **Policy** or the effective date of any policy issued by **us** of which this **Policy** is a continuous renewal or a replacement, or alleging or derived from the same or substantially the same fact, circumstance or situation underlying or alleged therein; or
- B. any **Wrongful Act**, fact, circumstance or situation that has been the subject of any notice given under any other policy before the effective date of this **Policy**; or any other **Wrongful Act** whenever occurring which, together with a **Wrongful Act** that has been the subject of such notice, would constitute a **Single Claim**.

### 4.3 *Conduct*

directly or indirectly caused by, arising out of or in any way connected with **your** conduct, or of any person for whose conduct **you** are legally responsible, that involves:

- A. a member of the **Control Group** committing or permitting any knowing or wilful breach of duty, or wilful violation, of any laws. However, this exclusion shall not apply to an individual who is an information technology or information security employee of an **Insured Organisation** who does not directly report to the directors or officers of the **Insured Organisation** or their equivalent positions; or
- B. committing or permitting any criminal or deliberately fraudulent act or failure to act; or
- C. any actual or attempted gain of personal profit, secret profit or advantage by **you** to which **you** were not entitled.

This exclusion only applies where such conduct has been established to have occurred by final adjudication (after the exhaustion of any appeals), or written admission.

Conduct committed by an **Insured Person** shall not be imputed to any other **Insured Person**. However, conduct committed by or with the knowledge of a past, present, or future member of the **Control Group** shall be imputed to the relevant **Insured Organisation**.

### 4.4 *Intentional Wrongful Collection or Use*

alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, or in any way involving the unauthorised, surreptitious, or wrongful use or collection of **Personal Data** by **you** or the failure to provide adequate notice that **Personal Data** is being collected or used. However, this exclusion shall not apply to **your** unintentional violation of any **Privacy Regulation**, including but not limited to the unintentional wrongful use or collection of **Personal Data**.



Conduct committed by an **Insured Person** shall not be imputed to any other **Insured Person**. However, conduct committed by or with the knowledge of a past, present, or future member of the **Control Group** shall be imputed to the relevant **Insured Organisation**.

#### 4.5 *Discrimination or Employment Practices*

alleging, based upon, arising out of or attributable to any:

- A. discrimination of any kind; or
- B. humiliation, harassment or misconduct based upon, arising out of or related to any such discrimination; or
- C. **Wrongful Employment Practices.**

However, this exclusion shall not apply with respect to that part of any **Privacy and Network Security Claim** alleging employment-related invasion of privacy or employment-related wrongful infliction of emotional distress in the event such **Privacy and Network Security Claim** arises out of the loss of **Personal Data** which is covered under Insuring Agreement 1.5.

#### 4.6 *Insured v. Insured*

brought or maintained by **you**, or on **your** behalf, or any other natural person or entity for whom or which **you** are legally liable, arising out of a **Privacy and Network Security Claim** or **Media Claim**. However, this exclusion shall not apply to a **Privacy and Network Security Claim** brought against **you** by an **Insured Person**, alleging that **you** committed a **Privacy and Network Security Wrongful Act** as outlined in parts B and C only, which is expressly covered under Insuring Agreement 1.5.

#### 4.7 *Contract*

for breach of any express, implied, actual or constructive contract, warranty, guarantee, or promise, including liquidated damages provisions or any liability assumed by **you**. This exclusion shall not apply to:

- A. any liability or obligation **you** would have in the absence of such contract, warranty, promise or agreement; or
- B. any indemnity by **you** in a written contract or agreement with **your** client regarding any **Privacy and Network Security Wrongful Act** that results in the failure to preserve the confidentiality or privacy of **Personal Data** of customers of **your** client;
- C. with respect to Insuring Agreement 1.5, any **Payment Card Loss**; or
- D. an Insured's contractual obligation to maintain the confidentiality or security of **Corporation Data** or **Personal Data**.

#### 4.8 *Fees*

alleging, based upon, arising out of or attributable to any fees, expenses, or costs paid to or charged by **you**.

#### 4.9 *Bodily Injury and Property Damage*

alleging, based upon, arising out of or attributable to any **Bodily Injury** or **Property Damage**.

#### 4.10 *Infrastructure Outage*

alleging, based upon, arising out of or attributable to any electrical or mechanical failure or interruption, electrical disturbance, surge, spike, brownout, blackout, or outages to electricity, gas, water, telecommunications or other infrastructure. However, this exclusion shall not apply to failures, interruptions, disturbances or outages of telephone, cable or telecommunications systems, networks or infrastructure, under an **Insured's** operational control, which is a result of a failure of **Computer Malicious Act, Unauthorised Use or Access**, or a failure of **Network Security**.

#### 4.11 *Force Majeure*

alleging, based upon, arising out of or attributable to fire, smoke, explosion, lightning, wind, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, consequences of natural disaster or any other physical event, however caused.

#### 4.12 *War*

alleging, based upon, arising out of or attributable to war, invasion, acts of foreign enemies, terrorism, hostilities or warlike operations (whether war is declared or not), strike, lock-out, riot, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power. However, this exclusion shall not apply to an **Act of Cyber-Terrorism** which results in a **Claim**.

#### 4.13 *Pollution*

alleging, based upon, arising out of or attributable to the actual, alleged or threatened discharge, release, escape, seepage, migration, or disposal of **Pollutants**, or any direction, formal mandate or request that any **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralise **Pollutants**, or any voluntary decision to do so.

#### 4.14 *Wear and Tear and Governmental Authority Intervention*

Solely with respect to coverage under Insuring Agreements 1.1, 1.2 and 1.3:

- A. alleging, based upon, arising out of, or attributable to the ordinary wear and tear or gradual deterioration of a **Covered Computer System** or **Data**, including any data processing media.
- B. for any action of a public or governmental authority, including the seizure, confiscation or destruction of a **Covered Computer Systems** or **Data**.

#### 4.15 *Patent and Trade Secret*

alleging, based upon, arising out of or attributable to any claim, dispute or issues with the validity, invalidity, infringement, violation or misappropriation of any patent or **Trade Secret** by or on behalf of **you**.

#### 4.16 *Intellectual Property*

alleging, based upon, arising out of or attributable to any infringement, violation or misappropriation by **you** of any copyright, service mark, trade name, trademark or other intellectual property of any third party. However, this exclusion shall not apply to any **Damages, Privacy and Network Security Claims Expenses** or **Media Claims Expenses** on account of any **Cyber Incident** or **Claim** for the economic or market value of **Trade Secrets** or **Privacy and Network Security Wrongful Act** or **Media Wrongful Act** expressly covered under Insuring Agreements 1.5 or 1.6.

#### 4.17 *Advertising or Misrepresentation*

Solely with respect to coverage under Insuring Agreement 1.6, alleging, arising out of, or attributable to the actual price of goods, disclosure of fees, representations with respect to authenticity of any **Products** or services described, illustrated or displayed in **Media Content** or the failure of any goods, **Products** or services to conform with advertised quality or performance.

#### 4.18 *Products*

alleging, based upon, arising out of or attributable to any **Products**.

#### 4.19 *Trading*

alleging, based upon, arising out of or attributable to any:

- A. financial loss due to the inability to trade, invest, divest, buy or sell any financial security or financial asset of any kind;
- B. fluctuations in any value of assets;

- C. financial value in any of **your** accounts held at a financial institution; or
- D. inability to earn interest or appreciation on any asset.

#### 4.20 *Cyber Crime*

Solely with respect to coverage under Insuring Agreement Extension 2.3 Cyber Crime, **we** will not pay for **Direct Financial Loss** consisting of or which is due to:

- A. any acts by employees or independent contractors of the **Insured**, including any **Claims** caused by collusion with an employee or independent contractor;
- B. any acts by **your** directors, executive officers or executive managers, including any **Claims** caused by collusion with a director, executive officer or executive manager;
- C. any government seizures of **your Money** or **Securities**;
- D. any fluctuation in value in any **Monies** or **Securities**;
- E. any other loss or damage which does not result directly from the **Direct Financial Loss**;
- F. recall costs or expenses.

## 5. General Conditions

---

### 5.1 Coverage Territory

To the extent permitted by the regulations and law (which expression is for this purpose taken to include but not be limited to any trade or economic sanctions applicable to either party), and subject to the terms of this **Policy**, it covers **Wrongful Acts** committed and **Claims** made anywhere in the world.

### 5.2 Governing Law and Jurisdiction

This **Policy** is governed by and is to be interpreted in accordance with the laws of the Commonwealth of Australia and of the State or Territory of the office of the **Insurer** in which the **Policy** was issued. The courts of that State or Territory have exclusive jurisdiction in relation to any disputes regarding this **Policy** unless otherwise provided in this **Policy**.

### 5.3 Policy Construction

Unless the context otherwise requires, in this **Policy**:

- A. the singular includes the plural and vice versa;
- B. headings are merely descriptive and not to aid interpretation;
- C. a position, title, legal status, legal concept or structure, or statute shall include the equivalent in any other jurisdiction;
- D. a statute or statutory provision shall include any amended version or re-enactment; and
- E. bolded words used in this **Policy** have the meanings set out in Section 3, General Definitions, and in the **Schedule**.

### 5.4 Policy Limits

- A. The **Limits of Insurance** and **Excesses** listed on the **Schedule** are separate **Limits of Insurance** and **Excesses** pertaining to each Insuring Agreement and each Insuring Agreement Extension.
- B. The total amount payable by **us** (including **Loss**) under this **Policy** in respect of each and every **Single Claim** shall not exceed the sum of the applicable **Limits of Insurance**, and is subject to the **Policy Aggregate**.
- C. The total amount payable by **us** (including **Loss**) under this **Policy** will not exceed the **Policy Aggregate**.
- D. Any Sublimit listed on the **Schedule** shall be part of and not in addition to the applicable **Limit of Insurance** shown in the **Schedule**, and subject to the **Policy Aggregate**.
- E. Sublimits and Insuring Agreement Extension **Limits of Insurance** are not subject to reinstatement once exhausted.

### 5.5 Excess

- A. **We** will only be liable for that part of a **Loss** and any other covered amount payable arising from any **Claim**, which exceeds the **Excess**. Such **Excess** shall be borne by **you** and is uninsured by **us**.
- B. Only one **Excess** amount shall apply to each and every **Single Claim**.
- C. Where a **Single Claim** is subject to different **Excess** amounts, it is agreed that only the single largest applicable **Excess** shall apply.

D. With respect to Insuring Agreement 1.2 Business Interruption, **we** will pay the **Business Interruption Loss** incurred by **you**:

- i. once the applicable **Waiting Period** has expired; and
- ii. which exceeds the **Excess** amount shown in Item 3 of the **Schedule**.

#### 5.6 *Related Claims and Matters*

A **Single Claim** shall attach to the **Policy** only if the notice of the first **Claim** or other matter giving rise to a **Claim** that became such **Single Claim**, was given by the **Insured** during the **Policy Period**.

#### 5.7 *Cancellations*

**You** may cancel this **Policy** at any time. If there are no **Claims** notified to **us** under this **Policy**, **we** will allow a refund of unearned premium calculated pro-rata from the time of cancellation to the natural expiry of **Your Policy**.

**We** may cancel this **Policy** for non-payment of premium by 30 days' notice given to **you** and in accordance with the requirements of any applicable legislation.

#### 5.8 *Transactions*

In the event that a **Transaction** occurs during the **Policy Period**, then **we** will only pay for a **Loss** for any **Wrongful Act** occurring prior to the **Transaction** and which is otherwise covered by this **Policy** and reported to **us** pursuant to General Condition 5.10 Notification.

However, the company shown in Item 1 of the **Schedule** may, up to forty-five (45) days after the **Transaction**, request an offer from **us** for an **Extended Reporting Period** of up to eighty-four (84) months from the expiry date of the **Policy Period**. Upon such request and following **our** receipt of any requested information, **we** shall offer to extend the cover under this **Policy** for an **Extended Reporting Period** of up to eighty-four (84) months on such terms and conditions and at such premium as **we** may decide at **our** discretion. Any additional premium will be non-refundable.

#### 5.9 *Acquisitions and Creations of New Subsidiaries*

The definition of **Subsidiary** under this **Policy** is extended to include any company that becomes a **Subsidiary** during the **Policy Period**, provided that:

- A. the new **Subsidiary** does not increase the **Insured Organisation's** total turnover by more than twenty percent (20%) based on the **Insured Organisation's** latest audited consolidated financial statements or annual report; and
- B. the new **Subsidiary** is domiciled outside of Canada or The United States of America or its Territories; and
- C. the new **Subsidiary** is not registered as an investment advisor with the US Securities and Exchange Commission; and
- D. the new **Subsidiary's** business activities are not materially different in their nature to those of the **Insured Organisation**.

In respect of any new **Subsidiary** falling outside the terms of conditions A.-D. above, cover will be automatically provided for a period of sixty (60) days from the date of acquisition, incorporation or creation. This automatic cover may be extended beyond the sixty (60) days with the written agreement of the **Insurer** on such terms the **Insurer** may apply and endorse to the **Policy**.

In respect of any new **Subsidiary**, cover only applies to **Claims** first made during the **Policy Period** in respect of **Wrongful Acts** allegedly committed after the acquisition or creation of the new **Subsidiary**.

#### 5.10 *Notification*

- A. **You** shall give written notice to **us** as soon as reasonably practicable of a **Claim**.

- B. **You** shall give written notice to **us** as soon as reasonably practicable but in no event more than sixty (60) days after the date of **Discovery** of an actual or reasonably suspected **Direct Financial Loss** due to **Social Engineering Fraud** by a **Third Party**.
- C. If this **Policy** is not renewed, **you** shall give written notice to **us** as soon as reasonably practicable of a **Claim** and in no event more than sixty (60) days after the expiry of the **Policy Period** or **Extended Reporting Period**.
- D. All notifications under this **Policy** must be provided to **us** via the following email address: [aus.financiallinesclaims@chubb.com](mailto:aus.financiallinesclaims@chubb.com)
- E. **You** must use **your** best endeavours to provide all of the following information required by **us**
  - i. Notifications under this **Policy** shall include the following information, to the best extent such information is obtainable:
    - a) a specific description of the alleged **Claim** or **Loss** or other conduct;
    - b) details of all parties involved, inclusive of names and contact information;
    - c) a copy of any **Privacy and Network Security Claim** or **Media Claim** made by any third party or the documents or notice related to a **Regulatory Proceeding**;
    - d) complete details of any alleged **Damages**; and
    - e) such other information as **we** may reasonably require, provided that the request for information is sufficiently specific and allows a reasonable and proportionate period of time for such information to be collected.
  - ii. Requests made by **you** for indemnity by **us** for any **Business Interruption Loss** shall be accompanied by a computation of the loss. This shall set out in detail how the loss has been calculated and what assumptions have been made. **You** shall produce any documentary evidence reasonably within **your** power to provide, including any applicable reports, books of accounts, bills, ledgers, invoices, and other vouchers and copies of such which **we** may reasonably require.
- F. If, during the **Policy Period** or an obtained **Extended Reporting Period**, **you**:
  - i. become aware of circumstances which are reasonably likely to give rise to a **Claim** and give written notice of such circumstances to **us**; or
  - ii. receive a written request to waive application of a limitation period to, or to suspend the running of time towards expiry of a limitation period for the commencement of a civil proceeding against **you** for a **Wrongful Act** occurring before the expiry of the **Policy Period** and give written notice of such request and of such **Wrongful Act** to **us**;

then any **Claims** subsequently arising from such circumstances or such request shall be deemed to have first been made during the **Policy Period**.

#### 5.11 Calculation of Business Interruption Loss

**Our** adjustment of the **Business Interruption Loss** shall take full account of trends or circumstances during the twelve (12) months immediately before the **Business interruption Incident**, which affect the profitability of the business and would have affected the profitability of the business reasonably within **your** power to provide had the **Business Interruption Incident** not occurred, including all material changes in market conditions which would affect the **Net Profit** generated. However, **our** adjustment will not include any increase in income that would likely have been earned as a result of an increase in the volume of business due to favourable business conditions.

#### 5.12 Valuation

For the purposes of establishing the value of:

- A. **Direct Financial Loss** payable by **us**, the following valuation shall apply:

- i. for currency other than that in which the **Policy** has been issued as referenced in the **Policy Schedule**, the value of that currency based on the rate of exchange published in The Financial Times on the day the **Theft** is first discovered by any **Control Group** member;
- ii. **Securities** payable by **us**, the lesser of the following shall apply:
  - a) the closing price of the **Securities** on the business day immediately preceding the day on which the **Theft** is first discovered by any **Control Group** member; or
  - b) the cost of replacing the **Securities**; and

**B. Cyber Extortion Damages** payable by **us**, the following valuation shall apply:

If **Cyber Extortion Damages** are paid in a currency, including cryptocurrency(ies), other than the local currency from where this **Policy** is issued or the currency in which the **Policy** is issued, then payment under this **Policy** will require submission of proof of the calculation of the applicable rate of exchange used to convert such other currency to the local currency from where this **Policy** is issued or the currency in which this **Policy** is issued on the date that the **Cyber Extortion Damages** were actually paid.

Reimbursement of the **Direct Financial Loss** and **Cyber Extortion Damages** to **you** from **us** under this **Policy** shall be made in the local currency from where this **Policy** is issued based on the submission of proof provided by **you**. We retain the right to dispute or adjust the calculation of **Direct Financial Loss** and **Cyber Extortion Damages** to the extent that the submission of proof **you** submit is based on an inaccurate or inflated rate of exchange. In the event that **We** dispute or adjust the valuation in accordance with this clause, **We** shall provide **You** with written reasons for doing so.

### 5.13 Allocation

In the event that any **Claim** involves both covered matters and matters not covered, a fair and proper allocation of any **Loss** shall be made between **you** and **us** taking into account the relative legal and financial exposures attributable to covered matters and matters not covered under this **Policy**.

### 5.14 Conduct of Proceedings

- A. In respect of Insuring Agreements 1.5 and 1.6, **we** may take over and conduct (in **your** name) the defence of any **Privacy and Network Security Claim** or **Media Claim** in respect of which **we** may be liable to indemnify **you**.
- B. **You** agree to take significant care to avoid any act or failure to act which will or might prejudice **us** in respect of a **Privacy and Network Security Claim** or **Media Claim** covered by this **Policy**.
- C. **You** must not make any admission of liability in respect of, or agree to settle, any **Privacy and Network Security Claim** or **Media Claim**, including any **Expenses**, without **our** prior consent (which shall not be unreasonably delayed or withheld), and **we** must be consulted in advance of investigation, defence and settlement of any **Privacy and Network Security Claim** or **Media Claim**. **You** must, at **your** own expense, provide **us** and any investigators or legal representatives appointed by **us**, all information, full co-operation and assistance where reasonably required and which is reasonably within **Your** power to provide in the conduct of the investigation (including for the purpose of enabling **us** to determine liability to provide indemnity under this **Policy**), defence, settlement, avoidance or reduction of any actual or possible **Loss** or **Claims**.

### 5.15 Disputes Involving Defence & Settlement of Claims

- A. Where a dispute arises between **you** and **us** as to whether a **Privacy and Network Security Claim** or **Media Claim** under this **Policy** should be settled or a judgment or determination appealed, **we** will be entitled to brief senior counsel (to be mutually agreed or, in default of agreement, **you** are to select one of the three senior counsel nominated by **us**), to advise on whether or not the **Privacy and Network Security Claim** or **Media Claim** should be

contested, and if not, on the amount for which the **Privacy and Network Security Claim** or **Media Claim** should be settled or whether a judgment or determination should be appealed. In providing such advice and in making any recommendation as to settlement, senior counsel is entitled to take into account both legal and commercial considerations. Senior counsel must have regard to the damages and costs that are likely to be recovered, the defence costs that will be incurred in contesting the **Privacy and Network Security Claim** or **Media Claim** and the prospects of the **Privacy and Network Security Claim** or **Media Claim** being successfully defended. **You** will not be required to contest the **Privacy and Network Security Claim** or **Media Claim** unless senior counsel recommends that, having regard to all the circumstances, the **Privacy and Network Security Claim** or **Media Claim** should be contested.

- B. The costs of obtaining this recommendation will be treated by **us** as part of **Expenses**.
- C. If senior counsel recommends that, having regard to all the circumstances, settlement of the **Privacy and Network Security Claim** or **Media Claim** should be attempted, then subject to receiving the **Insured's** consent (not to be unreasonably withheld or delayed), **we** will attempt settlement of the **Privacy and Network Security Claim** or **Media Claim** in accordance with senior counsel's recommendation. Where settlement is attempted in accordance with senior counsel's recommendation but is unsuccessful, **we** will continue to indemnify the **Insured** subject to the terms, conditions, exclusions and limitations of this **Policy**.
- D. In addition to the preceding provisions of this clause, where **we** have the right to conduct the defence of any **Privacy and Network Security Claim** or **Media Claim**, **we** are also entitled to settle such **Privacy and Network Security Claim** or **Media Claim** if it is in receipt of senior counsel's opinion that settlement of the **Privacy and Network Security Claim** or **Media Claim** should be attempted, having regard to the matters set out in clause A above. In such circumstances, **we** will consult with the **Insured** the subject of the **Privacy and Network Security Claim** or **Media Claim**. Should the **Insured** elect not to attempt settlement in accordance with senior counsel's recommendations and elect to contest the **Privacy and Network Security Claim** or **Media Claim**, **our** liability will be limited to the settlement amount recommended by senior counsel, plus the **Expenses** incurred up to the date the recommendation was made. Despite any advice from such senior counsel, **we** shall be entitled, if **we** elect to do so in **our** absolute discretion acting reasonably, to continue to defend such **Privacy and Network Security Claim** or **Media Claim**.
- E. Any election under this Condition must be made in writing to **us** as soon as practicable, but no later than fourteen (14) days following receipt of senior counsel's recommendation.

#### 5.16 *Non-Renewal Extended Reporting Periods*

If on expiry, any Insuring Agreement under this **Policy** is neither renewed nor replaced with insurance providing such coverage with any insurer, any **Insured** is entitled to an **Extended Reporting Period** of sixty (60) days automatically for no additional premium and may, subject to the payment of an additional payment of one hundred percent (100%) of the **Premium**, extend the cover under that Insuring Agreement of this **Policy** for an **Extended Reporting Period** of twelve (12) months from the expiration of the **Policy Period**, provided that:

- A. the extended cover under this Condition applies only to:
  - i. for Insuring Agreements 1.1, 1.2, 1.3 and 1.4, and all applicable Insuring Agreement Extensions, **Wrongful Acts** occurring before the expiry of the **Policy Period** and notified to **us** before the expiry of the **Extended Reporting Period**; and
  - ii. for Insuring agreements 1.5 and 1.6 **Privacy and Network Security Wrongful Acts** or **Media Wrongful Acts** wholly committed before the expiry of the **Policy Period** and notified to **us** before the expiry of the **Extended Reporting Period**.
- B. To exercise this **Extended Reporting Period** under this Condition, the **Named Insured** must, within the sixty (60) day period after the expiration of the **Policy Period**:
  - i. provide notice to **us** of the intention to exercise the twelve (12) month option; and



- ii. pay the additional premium.

**You** shall not have the right to purchase the twelve (12) month **Extended Reporting Period** under this Condition in the event that a **Transaction** occurs during the **Policy Period**.

The **Extended Reporting Period** is not available in the event this **Policy** is cancelled or voided. Any additional premium payable under this Condition will be fully earned upon payment and will be non-refundable.

**You** agree that **our** offer of renewal terms, conditions, limits of liability or premium different from those of this **Policy** do not constitute a refusal to renew.

There shall be no entitlement to an **Extended Reporting Period** in the event, and from the date that, the **Named Insured** obtains any similar insurance cover. In such an event, any **Extended Reporting Period** already purchased shall automatically be cancelled. The premium shall have been fully earned at inception of the **Extended Reporting Period**.

#### 5.17 Subrogation

- A. If any payment is made by **us** under this **Policy**, **we** will be subrogated to all of **your** rights of indemnity, contribution or recovery in relation to that payment.
- B. **You** must, at **your** own expense, provide **us** with all reasonable assistance and cooperation that is reasonably within **Your** power to provide in securing and enforcing such rights.
- C. **You** must not surrender any right, or settle any **Claim** for indemnity, contribution or recovery, without **our** prior written consent, which will not be unreasonably withheld or delayed.

#### 5.18 Severability and Non-Avoidance

- A. **We** shall have no remedy for any breach by **you** of **your** duty to make a fair presentation of the risk prior to inception of, or in connection with, this **Policy**, unless **we** demonstrate such breach was dishonest.
- B. The proposal submitted to **us** for the purpose of seeking cover under this **Policy** will be construed as a separate proposal by each of **you** and, with respect to statements and particulars provided in the proposal, no statements made or information possessed by any **Insured Person** shall be imputed to any other **Insured Person** to determine whether cover is available for that **Insured**.
- C. Only the statements made or knowledge possessed by any past, present or future **Control Group** member will be imputed to such **Insured Organisation**.

#### 5.19 Confidentiality

**You** must not disclose the terms or nature of any **Excess, Limit of Insurance, Policy Aggregate** or the premium payable under this **Policy**, to any third party, including disclosure in the **Insured Organisation's** annual report, except where:

- A. **we** provide **our** written consent (which will not be unreasonably delayed or withheld); or
- B. it is necessary for **you** to provide, or cause to have provided, to a client an insurance certificate; or
- C. disclosure is required by Court order.

#### 5.20 Assignment

This **Policy** and any rights arising under this **Policy** cannot be assigned without **our** prior written consent, which shall not be unreasonably delayed or withheld.

#### 5.21 Other Insurance

- A. If any **Loss** is insured under any other policy entered into by, or effected on behalf of **you**, or under which **you** are a beneficiary, whether prior or current, then to the extent legally permissible by the Insurance Contracts Act 1984 (*Cth*), this **Policy**, subject to its limitations, conditions, provisions and other terms, will only cover such **Loss** to the extent that the amount of it is in excess of the amount of such other insurance.
- B. Clause A above does not apply to such other insurance that is written specifically as excess insurance over the policy limit specified in the **Schedule**.

*5.22 Authorisation Clause*

The **Named Insured** agrees to act on behalf of **you** with respect to this **Policy**.

*5.23 Trade and Economic Sanctions Clause*

**We** shall not be deemed to provide cover and **we** shall not be liable to pay any **Loss** or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such **Loss** or provision of such benefit would expose **us**, or **our** parent or ultimate holding company, to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom, Commonwealth of Australia or United States of America.

## Cyber Enterprise Risk Management Version 2 Endorsement(s)

---

Endorsement Number:	1
Policy Number:	CYS0019329
Named Insured:	Australian Outrigger Canoe Racing Association Ltd
Effective Date:	01/07/2022

---

### **000014\_0319 - Incident Response Endorsement**

This endorsement varies the standard terms of **Your Policy**. It may expand, reduce, or impose additional conditions on **Your** cover as set out in the standard **Policy** terms and should be read carefully.

This endorsement provides crisis response services through **Your** election to utilise the **Cyber Incident Response Team** for **Incident Response Expenses** or **Emergency Incident Response Expenses** outlined in Chubb's Cyber insurance policy wordings. Any election to utilise or not utilise the services under this endorsement will not prejudice any of **Your** rights under the **Policy**.

In the event of an actual or reasonably suspected **Cyber Incident** or **Business Interruption Incident**, **You** may either:

1. contact the **Chubb Cyber Incident Response Centre** through any of the following:

Chubb Cyber Alert App: download for iPhone and Android devices available on [www.chubbcyberalert.com](http://www.chubbcyberalert.com)

Chubb Cyber Alert Website: [www.chubbcyberalert.com](http://www.chubbcyberalert.com)

Chubb Cyber Alert Hotline: 1 800 027 428

or

2. choose and contact a **Cyber Incident Response Manager** from our **Pre-Approved Response Manager Panel**.

Solely in regards to coverage under this endorsement, the **Policy** is amended as follows:

---

Should **You** engage the **Cyber Incident Response Manager**, the excess for the **Cyber Incident Response Manager's** service shall be \$0.

Section 3 'General Definitions' is amended by adding the following additional definitions:

---

- **Chubb Cyber Incident Response Centre** is the emergency call centre service for the purpose of contacting the **Cyber Incident Response Manager**.
- **Cyber Incident Response Manager** means either the following:
  - A. the individual designated through the **Chubb Cyber Incident Response Centre** to coordinate the **Cyber Incident Response Team**; or
  - B. the individual or entity on our **Pre-Approved Response Manager Panel** that is chosen by **You** to coordinate the **Cyber Incident Response Team**.
- **Cyber Incident Response Team** means the entities engaged by the **Cyber Incident Response Manager** to provide incident response services described in Chubb's Cyber insurance policy wordings.

A list of **Cyber Incident Response Team** members is available on request.

- **Pre-Approved Response Manager Panel** means the list of firms on **Our** pre-approved incident manager list available on request from **Us**.

Section 5 'General Conditions' is amended as follows:

---

1. Subsection 5.10, Notification is amended to include the following:

F. If **You** contact the **Chubb Cyber Incident Response Centre** for assistance in the event of an actual or reasonably suspected **Cyber Incident** or a **Business Interruption Incident**, **You** will then be provided with the following two options:

i. Option 1: The **Chubb Cyber Incident Response Centre** will provide notice to **Us** on **Your** behalf.

**You** can choose to have the **Chubb Cyber Incident Response Centre** provide notice to **Us** on **Your** behalf. In order to exercise this option, **You** must give specific consent to the **Chubb Cyber Incident Response Centre** to allow them to provide notice to **Us** on **Your** behalf. **Your** notification requirements are only satisfied if **You** provide specific consent to the **Chubb Cyber Incident Response Centre** to perform this task for **You**.

ii. Option 2: The **Chubb Cyber Incident Response Center** will not provide notice to **Us** on **Your** behalf.

**You** are not required to give **Your** consent to the **Chubb Cyber Incident Response Centre** to provide notice to **Us** of the **Cyber Incident** or **Business Interruption Incident**, even if **You** elect to utilise its services. If **You** decide that **You** do not want to allow the **Chubb Cyber Incident Response Centre** to provide notification on **Your** behalf, then **You** must provide notification to **Us** as directed in this Section 5.10.

2. Section 5, General Conditions is amended to include the following additional condition:

5.24 *Incident Response Clause*

- A. Any **Expenses** incurred utilising the **Cyber Incident Response Manager** or **Cyber Incident Response Team** are part of and not in addition to, the **Limit of Insurance** for **Incident Response Expenses**, as listed on the **Schedule**.
- B. **You** are under no obligation to contract for services with the **Cyber Incident Response Team**.
- C. **We** have no obligation to provide any of the services provided by the **Cyber Incident Response Team**.
- D. It is understood that the **Cyber Incident Response Managers** and **Cyber Incident Response Team** service providers are independent contractors, not **Our** agents. **You** agree that **We** assume no liability arising out of any services rendered by a **Cyber Incident Response Team** service provider. **We** shall not be entitled to any rights or subject to any obligations or liabilities set forth in any agreement entered into between **You** and any **Cyber Incident Response Team** service provider.

**You** acknowledge and are aware that the services **you** contract for with the **Cyber Incident Response Manager** and the **Cyber Incident Response Team** could include or entirely be services that are not covered by this **Policy**. **We** will have a duty to notify **you** when this is the case. **You** will be responsible for the costs, bills and fees associated with the retention of the **Cyber Incident Response Managers** and the **Cyber Incident Response Team** when their services are not covered under this **Policy**.

In all other respects this **Policy** remains unaltered.

---

Endorsement Number:	2
Policy Number:	CYS0019329
Named Insured:	Australian Outrigger Canoe Racing Association Ltd
Effective Date:	01/07/2022

---

### **000033 0319 - Infrastructure Exclusion Endorsement**

This endorsement varies the standard terms of your policy. It may expand, reduce, or impose additional conditions on your cover as set out in the standard policy terms and should be read carefully.

The Policy is amended as follows:

1. Exclusion 4.10 (Infrastructure Outage) is deleted and replaced with the following:

We shall not be liable for Loss on account of any Claim:

4.10 Infrastructure Outage

alleging, based upon, arising out of, or attributable to any failure, disturbance, interruption, or outage to:

(i) electricity, including any surge, spike, brownout, or blackout, unless such Loss is in respect of a power failure, surge or diminution of an electrical system under the Insured's direct operational control and which is a result of a Computer Malicious Act; and/or Unauthorised Use or Access; and/or a failure of Network Security;

(ii) gas;

(iii) water;

(iv) satellite;

(v) internet or telecommunications services;

(vi) any telecommunications infrastructure or internet infrastructure, unless such Loss is in respect of telecommunications or internet infrastructure under the Insured's direct operational control and which is a result of a Computer Malicious Act; and/or Unauthorised Use or Access; and/or a failure of Network Security.

All other Policy terms and conditions remain unaltered.

## Privacy Statement

---

In this Statement “We”, “Our” and “Us” means Chubb Insurance Australia Limited (**Chubb**).

“You” and “Your” refers to Our customers and prospective customers as well as those who use Our Website.

This Statement is a summary of Our Privacy Policy and provides an overview of how We collect, disclose and handle Your Personal Information. Our Privacy Policy may change from time to time and where this occurs, the updated Privacy Policy will be posted to [Our website](#).

Chubb is committed to protecting Your privacy. Chubb collects, uses and retains Your Personal Information in accordance with the requirement of the *Privacy Act 1988* (Cth) and the Australian Privacy Principles (**APPs**), as amended or replaced from time-to-time.

### Why We collect Your Personal Information

---

The primary purpose for Our collection and use of Your Personal Information is to enable Us to provide insurance services to You.

Sometimes, We may use Your Personal Information for Our marketing campaigns and research, in relation to new products, services or information that may be of interest to You.

### How We obtain Your Personal Information

---

We collect Your Personal Information (which may include sensitive information) at various points including, but not limited to, when You are applying for, changing or renewing an insurance policy with Us or when We are processing a claim. Personal Information is usually obtained directly from You, but sometimes via a third party such as an insurance intermediary or Your employer (e.g. in the case of a group insurance policy). Please refer to Our Privacy Policy for further details.

When information is provided to Us via a third party We use that information on the basis that You have consented or would reasonably expect Us to collect Your Personal Information in this way. We take reasonable steps to ensure that You have been made aware of how We handle Your Personal Information.

### When do We disclose Your Personal Information?

---

We may disclose the information We collect to third parties, including:

- the policyholder (where the insured person is not the policyholder, i.e., group policies);
- service providers engaged by Us to carry out certain business activities on Our behalf (such as claims assessors, call centres in Australia, online marketing agency, etc);
- intermediaries and service providers engaged by You (such as current or previous brokers, travel agencies and airlines);
- government agencies (where we are required to by law);
- other entities within the Chubb group of companies such as the regional head offices of Chubb located in Singapore, UK or USA (Chubb Group of Companies); and
- third parties with whom We (or the Chubb Group of Companies) have sub-contracted to provide a specific service for Us, which may be located outside of Australia (such as in the Philippines or USA). These entities and their locations may change from time-to-time. Please contact us, if you would like a full list of the countries in which these third parties are located.

In the circumstances where We disclose Personal Information to the Chubb Group of Companies, third parties or third parties outside Australia We take steps to protect Personal Information against unauthorised disclosure, misuse or loss.

### Your decision to provide Your Personal Information

---

In dealing with Us, You agree to Us using and disclosing Your Personal Information, which will be stored, used and disclosed by Us as set out in this Privacy Statement and Our Privacy Policy.

### Access to and correction of Your Personal Information

---

Please contact Our customer relations team on 1800 815 675 or email [CustomerService.AUNZ@chubb.com](mailto:CustomerService.AUNZ@chubb.com) if you would like:

- a copy of Our Privacy Policy, or
- to cease to receive marketing offers from Us or persons with whom We have an association.

To request access to, update or correct your Personal Information held by Chubb, please complete this [Personal Information request form](#) and return to:

Email: [CustomerService.AUNZ@chubb.com](mailto:CustomerService.AUNZ@chubb.com)

Fax: +61 2 9335 3467

Address: GPO Box 4907 Sydney NSW 2001

### How to Make a Complaint

---

If You have a complaint or would like more information about how We manage Your Personal Information, please review Our Privacy Policy for more details, or contact:

Privacy Officer

Chubb Insurance Australia Limited

GPO Box 4907 Sydney NSW 2001

+61 2 9335 3200

[Privacy.AU@chubb.com](mailto:Privacy.AU@chubb.com).

## General Insurance Code of Practice

---

We are a signatory to the General Insurance Code of Practice (**Code**). The objectives of the Code are to further raise standards of service and promote consumer confidence in the general insurance industry. Further information about the Code and your rights under it is available at [codeofpractice.com.au](http://codeofpractice.com.au) and on request. As a signatory to the Code, we are bound to comply with its terms. As part of our obligations under Parts 9 and 10 of the Code, Chubb has a [Customers Experiencing Vulnerability & Family Violence Policy](#) (Part 9) and a [Financial Hardship Policy](#) (Part 10).

## Complaints and Dispute Resolution Process

---

We understand that you could be dissatisfied with our organisation, our products and services, or the complaints handling process itself. We take all our customer's concerns seriously and have detailed below the complaints process that you can access.

### Complaints and Customer Resolution Service

---

#### *Contact Details*

If you are dissatisfied with any aspect of your relationship with Chubb including our products or services and wish to make a complaint, please contact our Complaints and Customer Resolution Service (**CCR Service**) by post, phone, fax, or email, (as below):

Complaints and Customer Resolution Service

Chubb Insurance Australia Limited

GPO Box 4065

Sydney NSW 2001

P +61 2 9335 3200

F +61 2 9335 3411  
E [complaints.AU@chubb.com](mailto:complaints.AU@chubb.com)

Our CCR Service is committed to reviewing complaints objectively, fairly and efficiently.

#### *Process*

Please provide us with your claim or policy number (if applicable) and as much information as you can about the reason for your complaint.

#### *Our response*

We will acknowledge receipt of your complaint within one (1) business day of receiving it from you.

We will investigate your complaint and keep you informed of the progress of our investigation at least every ten (10) business days and will make a decision in relation to your complaint in writing within thirty (30) calendar days. If we are unable to make this decision within this timeframe, we will provide you with a reason for the delay and advise of your right to take your complaint to the Australian Financial Complaints Authority (AFCA) as detailed below, subject to its Rules. If your complaint falls outside the AFCA Rules, you can seek independent legal advice or access any other external dispute resolution options that may be available to you.

To the extent allowable at law, if you request copies of the information we relied on to make a decision about your complaint, we must provide it within ten (10) business days of your request. Please see the General Insurance Code of Practice 2020 ([codeofpractice.com.au](http://codeofpractice.com.au)) or contact us for further details.

Please note that if we have resolved your complaint to your satisfaction by the end of the fifth (5th) business day after we have received it, and you have not requested that we provide you a response in writing, we are not required to provide a written response. However, this exemption does not apply to complaints regarding a declined claim, the value of a claim, or about financial hardship.

#### External Dispute Resolution

---

If you are dissatisfied with our complaint determination, or we are unable to resolve your complaint to your satisfaction within thirty (30) days, you may refer your complaint to AFCA, subject to its Rules.

AFCA is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission (ASIC). We are a member of this scheme and we agree to be bound by its determinations about a dispute. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

You may contact AFCA at any time at:

Australian Financial Complaints Authority  
GPO Box 3  
Melbourne VIC 3001  
P 1800 931 678 (free call)  
F +61 3 9613 6399  
E [info@afca.org.au](mailto:info@afca.org.au)  
W [www.afca.org.au](http://www.afca.org.au)

Time limits may apply to complain to AFCA and so you should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to your circumstances expires.



## About Chubb in Australia

---

Chubb is the world's largest publicly traded property and casualty insurer. With operations in 54 countries and territories, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients. As an underwriting company, we assess, assume and manage risk with insight and discipline. We service and pay our claims fairly and promptly. The company is also defined by its extensive product and service offerings, broad distribution capabilities, exceptional financial strength and local operations globally. Parent company Chubb Limited is listed on the New York Stock Exchange (NYSE: CB) and is a component of the S&P 500 index. Chubb maintains executive offices in Zurich, New York, London, Paris and other locations, and employs approximately 33,000 people worldwide.

Chubb, via acquisitions by its predecessor companies, has been present in Australia for 100 years. Its operation in Australia (Chubb Insurance Australia Limited) provides specialised and customised coverages, including Business Package, Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities, as well as Accident & Health insurance, to a broad client base, including many of the country's largest companies. Chubb also serves successful individuals with substantial assets to protect and individuals purchasing travel and personal accident insurance. With five branches and more than 800 staff in Australia, it has a wealth of local expertise backed by its global reach and breadth of resources.

More information can be found at [www.chubb.com/au](http://www.chubb.com/au).

## Contact Us

---

Chubb Insurance Australia Limited  
ABN: 23 001 642 020 AFSL: 239687

Grosvenor Place  
Level 38, 225 George Street  
Sydney NSW 2000  
O +61 2 9335 3200  
[www.chubb.com/au](http://www.chubb.com/au)

**Chubb. Insured.<sup>SM</sup>**