



QBE Insurance (Australia) Limited

# Cyber Response

Cyber and Data Security Insurance Policy

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## About this booklet

This document contains important information to help you understand the insurance. It is up to you to choose the cover you need. Any advice in this booklet is general nature only and has not considered your objectives, financial situation or needs. You should carefully consider the information provided having regard to your personal circumstances to decide if it's right for you.

### For more information or to make a claim

Please take the time to read through this booklet and if you have any questions, need more information or to confirm a transaction, please contact:

- your financial services provider.

### How to make a claim

If you'd like to make a claim, please contact your financial services provider.

### About QBE Australia

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group Limited ABN 28 008 485 014 (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the largest insurers and reinsurers in the world.

## Important Information

The information provided in this section includes high level information about this policy including your duty of disclosure, privacy, how to make a claim, our dispute resolution process and other relevant information. This section may also set out other information such as options in cover you can choose from, factors that affect the cost and any cooling off rights.

The policy wording section sets out the detailed terms, conditions and exclusions relating to the insurance.

If we issue you with a policy, you will be given a schedule. The schedule sets out the specific terms applicable to your cover and should be read together with this policy wording.

The policy wording and schedule form your legal contract with us so please keep them in a safe place for future reference. You should check the schedule or renewal schedule if you are issued one, when you receive it to ensure it accurately states what you have insured.

### Duty of disclosure

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

You have this duty until we agree to insure you.

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

You do not need to tell us anything that:

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

### 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.

### Privacy

We'll collect personal information when you deal with us, our agents, other companies in the QBE group or suppliers acting on our behalf. We use your personal information so we can do business with you, which includes issuing and administering our products and services and processing claims. Sometimes we might send your personal information overseas. The locations we send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in detail where and from whom we collect personal information, as well as where we store it and the full list of ways we could use it. To get a free copy of it please visit [qbe.com.au/privacy](http://qbe.com.au/privacy) or contact QBE Customer Care.

It's up to you to decide whether to give us your personal information, but without it we might not be able to do business with you, including not paying your claim.

## The General Insurance Code of Practice

QBE Australia is a signatory to the General Insurance Code of Practice.

The Code aims to:

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

## Resolving complaints & disputes

At QBE we're committed to providing you with quality products and delivering the highest level of service.

We also do everything we can to safeguard your privacy and the confidentiality of your personal information.

### Something not right?

We know sometimes there might be something you're not totally happy about, whether it be about our staff, representatives, products, services or how we've handled your personal information.

#### Step 1 – Talk to us

If there's something you'd like to talk to us about, or if you'd like to make a complaint, speak to one of our staff. When you make your complaint please provide as much information as possible. They're ready to help resolve your issue.

You can also contact our Customer Care Unit directly to make your complaint. Our aim is to resolve all complaints within 15 business days.

#### Step 2 – Escalate your complaint

If we haven't responded to your complaint within 15 days, or if you're not happy with how we've tried to resolve it, you can ask for your complaint to be escalated for an Internal Dispute Resolution (IDR) review by a Dispute Resolution Specialist.

The Dispute Resolution Specialist will provide QBE's final decision within 15 business days of your complaint being escalated, unless they've requested and you've agreed to give us more time.

#### Step 3 – Still not resolved?

If you're not happy with the final decision, or if we've taken more than 45 days to respond to you from the date you first made your complaint, you can contact the Australian Financial Complaints Authority (AFCA). AFCA is an ASIC approved external dispute resolution body.

AFCA resolves insurance disputes between consumers and insurers, at no cost to you. QBE is bound by AFCA decisions - but you're not. You can contact AFCA directly and they'll advise you if your dispute falls within their Rules.

#### *Disputes not covered by the AFCA Rules*

If your dispute doesn't fall within the AFCA Rules, and you're not satisfied with our decision then you may wish to seek independent legal advice.

#### *Privacy complaints*

If you're not satisfied with our final decision and it relates to your privacy or how we've handled your personal information, you can contact the Office of the Australian Information Commissioner (OAIC).

## Contacting QBE's CCU, AFCA or the OAIC

### How to contact QBE Customer Care

Phone	1300 650 503 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays). Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	<ul style="list-style-type: none"> <li>• <a href="mailto:complaints@qbe.com">complaints@qbe.com</a>, to make a complaint.</li> <li>• <a href="mailto:privacy@qbe.com">privacy@qbe.com</a>, to contact us about privacy or your personal information.</li> <li>• <a href="mailto:customercare@qbe.com">customercare@qbe.com</a>, to give feedback or pay a compliment.</li> </ul>
Post	Customer Care, GPO Box 219, Parramatta NSW 2124

### How to contact AFCA

Phone	1800 931 678 (free call)
Email	<a href="mailto:info@afca.org.au">info@afca.org.au</a>
Online	<a href="http://www.afca.org.au">www.afca.org.au</a>
Post	Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

### How to contact the OAIC

Phone	1300 363 992 Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	<a href="mailto:enquiries@oaic.gov.au">enquiries@oaic.gov.au</a>
Online	<a href="http://www.oaic.gov.au">www.oaic.gov.au</a>

## Claims made

This Policy operates on a 'claims made and notified' basis. This means that the Policy covers you for claims made against you and notified to us during the period of insurance.

The Policy does not provide cover in relation to:

1. acts, errors or omissions actually or allegedly committed prior to the retroactive date of the Policy (if such a date is specified);
2. claims made after the expiry of the period of insurance even though the event giving rise to the claim may have occurred during the period of insurance;
3. claims notified or arising out of facts or circumstances notified (or which ought reasonably to have been notified) under any previous policy;
4. claims made, threatened or intimated against you prior to the commencement of the period of insurance;
5. facts or circumstances of which you first became aware prior to the period of insurance, and which you knew or ought reasonably to have known had the potential to give rise to a claim under this Policy; and
6. claims arising out of circumstances noted on the proposal form for the current period of insurance or on any previous proposal form.

Where you give notice in writing to us of any facts that might give rise to a claim against you as soon as reasonably practical after you become aware of those facts but before the expiry of the period of insurance, you may have rights under section 40(3) of the *Insurance Contracts Act 1984* (Cth) to be indemnified in respect of any claim subsequently made against you arising from those facts notwithstanding that the claim is made after the expiry of the period of insurance. Any such rights arise under the legislation only. The terms of the Policy and the effect of the Policy is that you are not covered for claims made against you after the expiry of the period of insurance.

## Policy Wording

This Policy is underwritten by QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.

### Our agreement with you

Your Policy is an agreement between you and us, made up of:

- This Policy Wording
- Your Policy Schedule, which sets out the cover you've chosen and any terms specific to you.

The cover under this Policy is provided during the period of insurance, once you've paid us your premium. There are also:

- Conditions and exclusions which apply to specific covers or sections;
- General exclusions, which apply to any claim you make under this Policy;
- General conditions, which set out your responsibilities under this Policy;
- Claims conditions, which set out our rights and your responsibilities when you make a claim; and
- Other terms, which set out how this Policy operates.

### Excesses

You must pay any excesses which apply to your claim. The excesses which you have to pay are set out in this Policy Wording or on your Policy Schedule.

### How much we'll pay

The most we'll pay for a claim is the sum insured which applies to the cover or section you're claiming under, less any excess.

### Your policy

Your Policy consists of the Policy Wording in this booklet and the Policy Schedule we give you. Please keep them in a safe place for future reference.

Please check the Policy Schedule details to ensure it accurately states what you have insured. Be sure to check that the limits and sums insured are adequate.

The 'general exclusions' and 'general conditions' apply to all sections of this Policy.

## Paying your premium and Period of Insurance

The policy will provide insurance as described herein for the period of insurance provided the premium and other charges are paid to and accepted by the insurer on or before the payment date shown in the schedule. Taxes, levies and other relevant fiscal charges are payable in addition to the premium.

### Annual premium

If you pay your premium annually, and it's not paid by the due date or if your payment is dishonoured, this Policy won't operate and there'll be no cover.

## 1. Insuring clauses

### Parties to this agreement

This policy is between the insured and the insurer as stated in the schedule. This document, together with its schedule and any attached endorsements is the policy which sets out this insurance. It is a legal contract so please read all of it carefully.

### Policy structure

Each insured section sets out the scope of the main coverage and the circumstances in which the insurer's liability to the insured is limited or may be excluded. Further, each insured section sets out other terms and conditions relevant to that insured section. The cover provided by each insured section is only operative if stated as 'insured' in the schedule. Where any schedule heading or sub-heading states 'n/a', 'not applicable' or 'not insured' then no cover applies for that item.

Additional clauses set out terms, exclusions or limitations that may apply to more than one insured section.

The following general terms apply to all insured sections, clauses and endorsements:

- (a) General Exclusions; and
- (b) Claims; and
- (c) General Conditions; and
- (d) Definitions.

## 2. Insured section - Cyber, data security and multimedia cover

### Cyber, data security and multimedia cover

The insurer agrees to indemnify the insured for liability imposed by law to pay compensatory damages or awards, including any related injunction or restraining order costs and claimant costs recoverable from the insured, from any claim first made against the insured and/or service provider during the period of insurance and where the claim arises out of any actual or alleged insured event.

### Cyber, data security and multimedia cover costs and expenses

#### Court attendance compensation

The insurer will pay compensation to the insured, with the prior written consent (such consent not to be unreasonably withheld) of the insurer, in the event that the legal advisers acting on behalf of the insured require any insured, any employee or any other relevant party (not including expert witnesses), to attend court or any arbitration or adjudication hearing as a witness of fact in connection with a claim made against the insured for which cover is afforded under this policy, at the following rates for each day or part thereof on which attendance is required:

- (a) any principal, partner, member or director of the insured \$1,000;
- (b) any employee \$500;
- (c) other relevant party up to \$400.

#### Defence costs

- (a) Following any event which is or may be the subject of indemnity under this insured section the insurer agrees to indemnify the insured for defence costs;
- (b) Where the schedule states that defence costs are payable in addition to the limit of indemnity the insurer agrees to indemnify the insured for defence costs, provided that if the limit of indemnity is exhausted by the payment or settlement of any claim or loss the insurer's liability to pay

defence costs in respect of that claim or loss shall be limited to such proportion of those defence costs as the limit of indemnity available for payment or settlement of that claim or loss bears to the total payment (including where applicable claimants' costs) required to dispose of that claim or loss.

#### Limit of indemnity

- (a) The insurer's liability under this insured section in respect of any one claim and in the aggregate (unless expressly stated otherwise in the schedule) shall not exceed the amount stated as the limit of indemnity in the schedule inclusive of defence costs that will be payable as part of the limit of indemnity unless such defence costs are expressly stated in any clause as being in addition to the limit of indemnity;
- (b) Where provided, the limit of indemnity in respect of North America will always be in the aggregate inclusive of defence costs and the limit granted is deemed to be part of and not in addition to the overall total aggregate limit of indemnity specified in the schedule.

### Cyber, data security and multimedia cover extensions

The coverage provided under this insured section is extended to provide cover for the following.

#### Acquisitions and creations

- (a) Where the insured creates or acquires a company or companies subsequent to the commencement of the period of insurance and the turnover relating to all such created or acquired companies does not exceed ten percent of the estimated turnover of the companies covered under this policy at inception (less the turnover for companies sold during the period of insurance), then this policy shall include as an insured any such company created or acquired automatically from the date of creation or acquisition without additional premium provided that:
  - (i) the business services carried out by such company is similar to that of the insured; and
  - (ii) prior to the acquisition the acquired company did not pay or reserve any professional liability claims in the five years prior to the acquisition where the total paid or reserved amount was greater than the excess of this policy; and
  - (iii) the retroactive date applicable to the business services of the new entity is deemed to be the date of acquisition; and
  - (iv) the insured:
    - (I) controls the composition of the board of directors; or
    - (II) controls more than twenty five percent of the voting power at a general meeting of shareholders; or
    - (III) holds more than half of the issued share capital (regardless of class of share); and
  - (v) such company does not have an incorporated entity in a different country to the insured.
- (b) Where the insured creates or acquires a company or companies subsequent to inception and the turnover relating to all such created or acquired companies exceeds ten percent of the estimated turnover of the companies covered under this policy at inception (less the turnover for companies sold during the period of insurance), then this policy shall include as an insured any such company created or acquired automatically from the date of creation or acquisition provided that:



- (i) the terms stated in 'Acquisition and creations' a) i) to v) above also apply to such created or acquired companies; and
- (ii) the insured notifies the insurer as soon as is reasonably practicable of the creation or acquisition; and
- (iii) the insured accepts the revised premium and or terms applying to each and every such creation and or acquisition; and
- (iv) all insurance in respect of such created or acquired entities will terminate thirty days following creation or acquisition if terms cannot be agreed between the insured and the insurer.

#### Acts of employees

The insurer will indemnify the insured against all sums which the insured becomes legally liable to pay as a result of any claim against the insured during the period of insurance when alleged in conjunction with a claim covered under this policy arising directly or indirectly from any dishonest, fraudulent, malicious, deliberate, reckless or criminal act or omission of any of the insured's employees but the insurance provided by this policy excludes any indemnity to the said employee.

#### Financial transfer indemnification

The insurer agrees that if during the period of insurance the insured has a claim or loss under this insured section and has also had money, property, products, goods, services or any other financial benefit transferred, to a third party and for which the insured has not received any benefit and cannot recoup, the insurer will indemnify the insured to the value of the loss. Provided that the insurer's maximum liability will not exceed the sub-limit of indemnity stated in the schedule which is inclusive of defence costs, fees and expenses, and is the maximum payable for any one claim and in the aggregate during the period of insurance.

#### Hacker financial crime cover

The insurer will indemnify the insured against all sums which the insured shall become legally liable to pay above the excess as a result of any claim against the insured during the period of insurance as a result of a third party's good faith reliance on a hacker's fraudulent use of information and communication assets where there was a clear intention to cause the insured loss or obtain a personal gain for the hacker.

The insurer's liability to indemnify under this clause shall not exceed the sub-limit of indemnity as stated in the schedule which amount is inclusive of defence costs and the maximum payable any one claim and in the aggregate during the period of insurance.

#### Loss of or damage to documents

The insurer will indemnify the insured for costs and expenses reasonably incurred in replacing or restoring documents discovered by the insured to be lost, damaged or destroyed and, after diligent search, cannot be found provided that:

- (a) the discovery of such loss of documents occurred during the period of insurance and is notified to the insurer in accordance with the terms of this policy; and
- (b) such coverage shall be limited to the costs, charges and expenses of whatsoever nature incurred by the insured in replacing and/or restoring such documents and any claim for such costs, charges and expenses shall be supported by bills and/or accounts which shall be subject to prior written approval by a competent person nominated by the insurer with the consent of the insured; and

- (c) such coverage shall be limited to the loss of any documents which were in the physical custody or control of the insured or any other person to whom the insured entrusted, lodged or deposited such documents in the ordinary course of business; and
- (d) the insurer's liability to indemnify under this clause shall not exceed the sub-limit of indemnity stated in the schedule which amount is inclusive of defence costs and the maximum payable any one claim and in the aggregate during the period of insurance.

#### Withdrawal of content

The insurer will indemnify the insured against all costs and expenses incurred above the excess, which the insured shall become legally liable to pay for and as a result of the withdrawal or alteration of any matter by order of a court as a result of or in mitigation of a claim covered under this insured section including as a result of a complaint made to the Advertising Standards Bureau, Telecommunications Industry Ombudsman or Australian Competition and Consumer Commission or any other official regulatory or self-regulatory body within the territorial limit, but only to the extent that such costs and expenses cannot be avoided or curtailed and providing that the insured in the first instance:

- (a) obtains the approval of the insurer before incurring any costs or expenses; and
- (b) satisfies the insurer that such matter would, if not rectified, result in damages equal to or in excess of the indemnified costs and expenses; and
- (c) satisfies the insurer that the costs and expenses incurred are necessary to successfully avoid a claim.

Except that the insurer will not indemnify the insured for any:

- (d) payment recovered by the insured from others; or
- (e) element of profit or savings for the insured in any payment or fees; or
- (f) salaries, wages, overhead or any benefit expenses of or associated with the insured incurred for the withdrawal of the content.

The insurer's liability to indemnify under this clause shall not exceed the sub-limit of indemnity as stated in the schedule which amount is inclusive of defence costs and the maximum payable for any one claim and in the aggregate during the period of insurance.

### 3. Insured section - Data breach notification costs cover

#### Data breach notification costs

The insurer agrees that if during the period of insurance the insured sustains an insured event, or in the event of a claim, circumstance or loss under insured section – 'Cyber, data security and multimedia cover' the insurer will provide data breach notification costs.

The insurer's maximum liability will not exceed the limit of indemnity stated in the schedule which amount is inclusive of defence costs, fees and expenses, and the maximum payable for any one claim and in the aggregate during the period of insurance.

## 4. Insured section - Information and communication asset rectification costs cover

### Information and communication asset rectification costs

The insurer agrees that if during the period of insurance the insured sustains an insured event, or in the event of a claim, circumstance or loss under insured section – ‘Cyber, data security and multimedia cover’ where the information and communication assets were damaged, destroyed, altered, corrupted, copied, stolen or misused by a hacker, then the insurer will pay the costs to repair, restore or replace the affected parts of the information and communication assets to the same equivalent standard, condition, functionality, level of service and/or with the same content or as near as reasonably possible as immediately before the information and communication assets were damaged, destroyed, altered, corrupted, copied, stolen or misused by a hacker.

The insurer's maximum liability will not exceed the limit of indemnity stated in the schedule which amount is inclusive of fees and expenses, and the maximum payable for any one claim and in the aggregate during the period of insurance.

## 5. Insured section – Regulatory Defence and Penalty costs cover

### Regulatory defence and penalty costs

Notwithstanding the ‘Fines and contractual penalties’ exclusion, the insurer shall pay on behalf of the insured those amounts which the insured is legally obliged to pay, including any legal and investigation costs, as a result of a civil regulatory action, regulatory compensatory award, civil penalty, or fines to the extent insurable by law, imposed by a government or public authority regulator against the insured after the insured sustains an insured event, or in the event of a claim under insured section – ‘Cyber, data security and multimedia cover’ or insured section – ‘Data breach notification costs cover’.

The insurer's maximum liability will not exceed the limit of indemnity stated in the schedule which amount is inclusive of defence costs, fees and expenses, and the maximum payable for any one claim and in the aggregate during the period of insurance.

## 6. Insured section - Public relations costs cover

### Public relations costs

Following:

- (a) an insured event; or
- (b) a claim, circumstance or loss under insured section – ‘Cyber, data security and multimedia cover’; or
- (c) a claim, circumstance or loss under insured section – ‘Data breach notification costs cover’;

the insurer will pay all reasonable costs the insured incurs with the insurer's written consent for a public relations and crisis management consultant to avert or mitigate any material damage to any of the insured's brands and business operations; provided that:

- (d) the insurer's maximum liability shall not exceed the limit of indemnity stated in the schedule which is inclusive of defence costs, fees and expenses, and the maximum payable for any one claim and in the aggregate during the period of insurance; and

- (e) the public relations and/or crisis management consultants shall be chosen by the insurer who shall take into account the nature of the claim or loss and the cost and quality of the services that they can deliver, unless the insured has reasonable cause to request a different public relations consultancy and the insurer and insured mutually agree upon such a company.

## 7. Insured section - Forensics costs cover

### Forensic costs

Following:

- (a) an insured event; or
  - (b) a claim, circumstance or loss under insured section – ‘Cyber, data security and multimedia cover’; or
  - (c) a cyber extortion threat;
- then where required the insurer will pay all reasonable costs the insured incurs with the insurer's written consent for:
- (d) a forensic consultant to establish whether a data breach has occurred or is occurring and identifying the cause of the data breach; and / or
  - (e) a forensic consultant to establish the identity or methods of the hacker or other details required by the insurer following a data breach; and / or
  - (f) a security specialist to assess the insured's electronic security, recommend reduction or mitigation strategies and the reasonable costs for security improvement; and / or
  - (g) the temporary storage of the insured's electronic data at a third-party host location, if it is viewed that the insureds' information and communication assets remain vulnerable to damage, destruction, alteration, corruption, copying, stealing or misuse by a hacker.

Provided that

- (h) the insurer's maximum liability will not exceed the limit of indemnity stated in the schedule which amount is inclusive of defence costs, fees and expenses, and the maximum payable for any one claim and in the aggregate during the period of insurance; and
- (i) the forensic consultant, security specialist or data storage facility shall be chosen by the insurer who shall take into account the nature of the claim or loss and the cost and quality of the services that they can deliver, unless the insured has reasonable cause to request a different consultant and the insurer and insured mutually agree upon such company;
- (j) in the event of a claim under this insured section for costs following a cyber extortion threat the insurer's liability in respect of the cyber extortion expenses and the cover under this insured section combined shall not exceed the limit of indemnity under the insured section - ‘Cyber extortion cover’.



## 8. Insured section - Credit monitoring costs cover

### Credit monitoring costs

Following

- (a) an insured event; or
- (b) a claim, circumstance or loss under insured section – ‘Cyber, data security and multimedia cover’;

the insurer will pay all reasonable costs the insured incurs with the insurer’s written consent (such consent not to be unreasonably withheld) for credit monitoring services in order to comply with data breach law provided that;

- (c) the insurer’s maximum liability will not exceed the limit of indemnity stated in the schedule which amount is inclusive of defence costs, fees and expenses, and the maximum payable for any one claim and in the aggregate during the period of insurance; and
- (d) the provider of credit monitoring services shall be chosen by the insurer who shall take into account the nature of the claim or loss and the cost and quality of the services that they can deliver, unless the insured has reasonable cause to request a different consultant and the insurer and insured mutually agree upon such company.

## 9. Insured section - Cyber business interruption cover

### Cyber business interruption

Notwithstanding the ‘Trading loss and liabilities’ exclusion, the insurer agrees it will indemnify the insured for loss of business income incurred by the insured during the period of reinstatement directly as a result of the total or partial interruption, degradation in service, or failure of information and communication assets caused by the failure by the insured or a service provider to protect against unauthorised access to, unauthorised use of, a denial of service attack against, or transmission of a computer virus to, information and communication assets.

Provided that:

- (a) no indemnity shall be provided for any losses incurred during the time retention period; and
- (b) the insurer’s liability will not exceed the lesser of:
  - (a) the amount of the business income the insured would have earned during the period of restoration but for the total or partial interruption, degradation in service, or failure of information and communication assets; or
  - (b) the maximum amount specified in the schedule

### Measure of indemnity

The calculation of the insured’s losses under this Insured section shall be based on an analysis of the revenues and costs generated during each month of the twelve months prior to the loss occurring (as recorded in the insured’s accounts) and will also take into account the reasonable projection of future profitability or otherwise had no loss occurred and will include all material changes in market conditions which would affect the future profits generated.

The insured’s request for indemnity shall be accompanied by a calculation of the loss. This shall set out in detail how the loss has been calculated and what assumptions have been made. The insured shall produce any documentary evidence, including any applicable reports, books of accounts, bills, invoices and other vouchers and copies of the such which the insurer may require, and the insured shall afford them every assistance in their investigations.

Any claims payment under Insured section – ‘Cyber business interruption cover’ will, where applicable, be reduced by the extent to which the insured:

- (a) could have and/or does use damaged or undamaged information and communication assets; or
- (b) makes use of available stock, merchandise or other data; or
- (c) uses substitute facilities, equipment or personnel.

### Professional accountants

- (a) Any particulars or details contained in the insured’s books of account or other business books or documents which may be required by the insurer under ‘Claims’ clause to this policy for the purpose of investigating or verifying any claim made under this policy may be produced by professional accountants if at the time they are regularly acting as such for the insured and their report will be the basis for evidence of the particulars and details to which such report relates, unless any such contradictory circumstance or evidence is apparent in which case the onus to prove the loss shall be upon the insured.
- (b) The insurer will indemnify the insured for the reasonable charges payable by the insured to their professional accountants for producing such particulars or details or any other proofs, information or evidence as may be required by the insurer under the terms of ‘Claims’ clause to this policy and reporting that such particulars or details are in accordance with the insured’s books of account or other business books or documents.

## 10. Insured section - Cyber extortion cover

### Cyber extortion

The insurer agrees to indemnify the insured for cyber extortion expenses arising from a cyber extortion threat during the period of insurance provided that:

- (a) the insured can demonstrate to insurers that the insured has taken all reasonable efforts to determine that the threat is genuine and not a hoax; and
- (b) if a ransom is demanded by a hacker that at least one director of the insured has agreed to the payment of the ransom;
- (c) the insurer has provided consent to the payment of the ransom; and
- (d) the insurer’s maximum liability will not exceed the limit of indemnity stated in the schedule which amount is inclusive of costs covered under Insured section - ‘Forensics costs cover’, and is the maximum payable for any one claim and in the aggregate during the period of insurance.

## 11. General Exclusions

This policy does not cover:

### Aircraft motor vehicles and watercraft

any claim, liability, loss or defence costs directly or indirectly based upon, attributable to, or in consequence of the ownership, lease, operation or use of any aircraft, motor vehicle or watercraft by the insured.

### Asbestos

any claim, liability, loss or defence costs directly or indirectly arising out of resulting from or in consequence of or in any way involving asbestos or any materials containing asbestos in whatever form or quantity.

### Associated company or person

any claim, liability, loss or defence costs brought or maintained by or on behalf of:

- (a) any insured or any parent of the insured or any subsidiary; or
- (b) any firm, partnership or entity in which the insured or any director or partner of the insured has a financial or executive interest; or
- (c) any person who, at the time of the act, error or omission giving rise to the claim, is a family member unless such a person is acting without any prior or indirect solicitation or co-operation of any insured (family member means any spouse, domestic partner, parent, parent of a spouse or domestic partner, sibling or child);

provided that this exclusion shall not apply to such claims originating from an independent third party.

### Betterment

any costs in repairing, replacing or restoring information and communication assets to a level beyond that which existed prior to any claim or loss.

### Bodily injury or property damage

any claim, liability, loss or defence costs directly or indirectly arising out of, or in any way involving:

- (a) bodily injury unless arising directly from any claim seeking compensatory damages for mental anguish or distress where such damages arise from claims covered under insured section — 'Cyber, data security and multimedia cover'; or
- (b) property damage except for cover provided by 'Information and communication asset rectification costs cover' or 'Loss of or damage to documents' extension.

### Deliberate or reckless acts of defamation

any claim, liability, loss or defence costs directly or indirectly arising out of any defamatory statement that was made deliberately or recklessly by the insured. However shall not apply to:

- (a) amendments made to matter by a hacker or
- (b) Cover extended under 'Acts of employees'.

### Dishonesty

any claim, liability, loss or defence costs arising out of the dishonest, fraudulent, criminal or reckless acts of any principal, partner or past or present director, officer, trustee of the insured.

### Electromagnetic fields

any claim, liability, loss or defence costs directly or indirectly arising out of electromagnetic fields, electromagnetic radiation or electromagnetism.

### Excess

the amount of the excess stated in the schedule.

### Existing claims

- (a) any claim, liability, loss or defence costs made against or by the insured prior to the period of insurance; or
- (b) any claim, liability, loss or defence costs directly or indirectly arising out of, or in any way involving any fact or circumstance:
  - (a) of which written notice has been given under any previous policy (whether insured by the insurer or not); or
  - (b) of which the insured first became aware prior to the period of insurance and which the insured knew or ought reasonably to have known had the potential to give rise to a claim or loss.

### Financial services

any claim, liability, loss or defence costs arising directly or indirectly out of any Regulated Activities as defined in the *Corporations Act 2001* (Cth) or any insurance mediation activities which are authorised and regulated by the Australian Securities and Investment Commission or Australian Prudential Regulation Authority or its predecessor.

### Fines and contractual penalties

- (a) any fines, penalties, liquidated damages or contractual penalties other than those that are covered under Insured section — 'Regulatory defence and penalty costs cover'; or
- (b) any punitive, multiple or exemplary damages where such have been identified separately within any award of any court or tribunal.

### Gaming, gambling or lotteries

any claim, liability, loss or defence costs arising directly or indirectly out of the use or provision of any gaming, gambling or lotteries except when such services are included in business services.

### Government intervention

any claim, liability, loss or defence costs arising directly or indirectly out of confiscation, commandeering, requisition, destruction of or damage to information and communication assets including personally identifiable information by order of a government or public authority.

### Inaccurate pricing

any claim, liability, loss or defence costs arising directly or indirectly out of inaccurate, inadequate or incomplete description of the price of goods, products or services but this clause does not exclude amendments made to matter by a hacker.

### Insolvency of the insured

any claim, liability, loss or defence costs arising out of or relating directly or indirectly to the actual or alleged insolvency of the Insured or the actual or alleged inability of the Insured to pay any or all of its debts as and when they fall due.

### Legal advice

any claim, liability, loss or defence costs arising directly or indirectly out of or relating to any failure of the insured to adhere to legal advice with regard to clearances or dissemination of matter.

## Legislation and regulation

any claim, liability, loss or defence costs arising out of the insured's breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation including but not limited to:

- (a) the *Superannuation Industry (Supervision) Act 1993* (Cth) and any amendment thereto, or any rules or regulations promulgated thereunder; or
- (b) any actual or alleged violations of the *Australian Crime Commission Act 2002* (Cth) and any amendments thereto, or any rules or regulations promulgated thereunder; or
- (c) any actual or alleged violation of any of the provisions of the *Corporations Act 2001* (Cth) or any similar Federal or State law or any common law relating thereto; or
- (d) any actual or alleged violation of the *Spam Act 2003* (Cth).

## Liability arising out of employment

any claim, liability, loss or defence costs arising from the liability to any employee, former employee or prospective employee in respect of any obligation owed to the employee, former employee or prospective employee by the insured as an employer including but not limited to employment-related libel, slander, humiliation or defamation, unfair or wrongful dismissal, repudiation or breach of any employment contract or arrangement, termination of a training contract or contract of apprenticeship, harassment, discrimination or like conduct.

However this exclusion will not apply to employees affected under insured sections - 'Data breach notification costs cover' or 'Credit monitoring costs cover', or to claims made by employees under insured section - 'Cyber, data security and multimedia cover'.

## License payments

any claim, liability, loss or defence costs arising directly or indirectly from any non-payment or under payment of royalties or any other payments due under a license.

## Limit of indemnity

any liability in excess of the limit of indemnity or any applicable sub-limit of indemnity, whichever is the lower, as stated in the schedule.

## Loss of goodwill

any claim or loss for loss of goodwill and reputational harm, other than those claims covered under insured section – 'Public relations costs cover'.

## Management liability

any claim, liability, loss or defence costs caused by or arising from any personal liability incurred by a director or officer of the insured when:

- (a) acting in that capacity or managing the insured's business; or
- (b) in breach of their fiduciary duty, other than when performing business services for a client; or
- (c) making or issuing any statement, representation or information concerning the insured and the business services contained in any accounts, reports or financial statements

## Natural perils

any claim, liability, loss or defence costs arising directly or indirectly from physical cause or natural peril, including but not limited to fire, wind, water, flood, subsidence, or earthquake, that results in the physical damage to property including to information and communication assets.

## North America

any claim, liability, loss or defence costs, in respect of any proceedings (including arbitration or regulatory proceedings), judgment, award, payment, defence costs or settlement delivered, made or incurred within countries which operate under the laws of North America (or to any order made anywhere in the world to enforce such judgment, award, payment, defence costs or settlement either in whole or in part);

## Nuclear risks

any claim, liability, loss or defence costs arising directly or indirectly from or attributable to:

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

## Other insurance

any claim, liability, loss or defence costs where the insured is entitled to indemnity under any other policy except in respect of any excess beyond the amount which would have been payable under such policy had this policy not been effected. Where any policy more specific to the matter for which indemnity is sought exists, this policy shall sit in excess of any such policy.

## Patent

any claim, liability, loss or defence costs arising directly or indirectly out of the infringement of any patent.

## Products liability

any claim, liability, loss or defence costs directly or indirectly arising out of, or in any way involving goods or products (being tangible property or merchandise) sold, supplied, repaired, altered, treated, manufactured, installed or maintained by the insured or on behalf of the insured.

## Pollution

any claim, liability, loss or defence costs:

- (a) for bodily injury, sickness, disease, death or property damage directly or indirectly caused by seepage, pollution or contamination; or
- (b) for removing nullifying or cleaning-up seeping, polluting or contaminating substances.

## Reports and accounts

any claim, liability, loss or defence costs arising directly or indirectly out of breach of any obligation owed by the insured regarding any statement or representation (express or implied) contained in the insured's report and accounts, reports or financial statements, or concerning the insured's financial viability.

## Retroactive date

any claim, liability, loss or defence costs arising from any act or committed, or alleged to have been committed prior to the retroactive date.

## Returned Fees

any claim, liability, loss or defence costs arising out of, based upon or attributable to the return, restitution or offset of fees, expenses or costs either by service level credits or by any other means.

## Sanctions

any claim where a claim payment breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America, or any local autonomous sanctions.

## Territorial limit

any claim, liability, loss or defence costs arising from or alleged to have been caused by or sustained from an act committed outside the territorial limit and/or from any claim first brought in a court outside the jurisdiction.

## Trading loss and liabilities

any claim, liability, loss or defence costs arising directly or indirectly from:

- (a) the insured's lost profit, mark-up or liability for GST or its equivalent; or
- (b) the insured's trading loss or trading liability including those arising from the loss of any client, account or business,

other than those claims covered under Insured section - 'Cyber business interruption cover'.

## Uninsured sections

any claim, liability, loss or defence costs directly or indirectly arising under an uninsured insured section of this policy.

## Unlicensed software

any claim, liability, loss or defence costs arising directly or indirectly out of the insured's knowing use of software in violation of software protection laws.

## Utility service provider

any claim, liability, loss or defence costs arising directly or indirectly out of the failure of an internet, telecommunications or electricity provider or other utility provider except when such services are included in business services.

## Wear and tear

any claim, liability, loss or defence costs arising directly or indirectly out of wear and tear of information and communication assets.

## War and terrorism

any claim, liability, loss or defence costs of whatsoever nature directly or indirectly caused by, resulting from or in connection with war or terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the claim.

This exclusion also excludes any claim, liability costs, defence costs or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any of the above.

The unlawful act of a hacker that damages information and communication assets of the insured shall not be regarded as an act of terrorism.

## 12. Claims

Except for notification relating to a circumstance, the due observance and fulfilment of the provisions of 'Claim notification', 'Insured's duties' and 'Claim procedure' are a condition precedent to the insurer's liability for any claim under this policy. The Observance clause sets out the consequences of a failure to comply with conditions precedent or policy provisions such as the said clauses.

### Claims notification

The insured must give notice to the insurer as soon as reasonably practicable of any claim or circumstance which may lead to a claim, but in any event not later than seven days from such event.

With respect to claims requiring immediate response, the insured must also notify the cyber and data security representative as soon as reasonably practicable.

With respect to claims involving Cyber extortion, the insured must inform or allow the insurer or cyber and data security representative to inform the appropriate law enforcement authorities of the cyber extortion threat.

### Insured's duties

For each and every claim or circumstance the insured and any person acting on behalf of the insured must:

- (a) not admit responsibility, make an offer or promise, nor offer payment or indemnity without the written consent of the insurer; and
- (b) not incur any expense without the consent of the insurer except at the insured's own cost; and
- (c) always act honestly, there being no right to any form of payment or indemnity under the policy in the event that any claim is made fraudulently; and
- (d) give all such information or assistance possible and forward all documents, to enable the insurer and/or the cyber and data security representative to investigate, settle or resist any claim as the insurer may require; and
- (e) provide such proofs and information with respect to the claim as may reasonably be required, together with (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith; and
- (f) not destroy evidence, supporting information or documentation without the insurer's prior consent; nor destroy any plant or other property relating to an occurrence, loss or suit that may give rise to a claim under this policy.

### Claim Procedure

For each and every claim the insured and any person acting on behalf of the insured must:

- (a) send the insurer and/or cyber and data security representative copies of any request, demand, order, notice, summons, legal paper and all documents relating thereto, in connection with an insured event as soon as practicable upon receipt by the insured. In addition, the insured must co-operate with the insurer, cyber and data security representative and/or any other appointed agents of the insurer to allow them to comply with such relevant practice directions and pre-action protocols as may be issued and approved from time to time by the head of civil justice; and
- (b) authorise the insurer to obtain medical records or other pertinent information upon request, in the event of an insured event involving bodily injury; and



- (c) prove, if it is alleged that an event is not covered or that the indemnity is otherwise limited by war or an act of terrorism that the said exclusion or limit of indemnity does not apply, it being understood and agreed that any portion of an exclusion or limit of indemnity being found invalid, inapplicable or unenforceable will not in any way render the remainder of the exclusion or limit invalid, inapplicable or unenforceable.

### Insurer's rights

Claims will be handled and administered by the insurer or such parties as the insurer in its absolute discretion may determine.

The insurer will be under no obligation to investigate any potential claims or to undertake the conduct of any proceedings in connection with such claims and will be at liberty in all cases to leave the conduct of such proceedings wholly to the insured.

The insurer may at any time pay the limit of indemnity (after deduction of any sums already paid) or such lesser sum for which the claim can be settled and will relinquish the conduct and control of the claim and be under no further liability except (where payable under the relevant insured section) for payment of defence costs incurred prior to the date of payment.

### Disputed defence or appeal

If any dispute arises between the insured and insurer as to whether a prosecution should be defended or an appeal made, such dispute will be referred to a senior counsel to be mutually agreed between the parties whose decision will be final. In the event of conflict between any person falling within the definition of insured separate representation will be arranged for each party.

In formulating such advice, senior counsel will take into consideration the economics of the matter, the damages and costs which are likely costs and expenses and the prospects of you successfully defending the claim.

The cost of such senior counsel's opinion will be regarded as part of the costs and expenses.

### Subrogation

For each and every claim the insured and any person acting on behalf of the insured must not waive any rights of recourse or recovery against any other person, including any service provider, relating to any loss, liability or defence costs that may give rise to a claim under this insurance and must assist the insurer in all respects in exercising such rights if requested to do so by the insurer.

The insured will at the request and expense of the insurer do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the insurer for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the insurer will be or would become entitled or subrogated upon its paying for or the making good of any claim under this policy, whether such acts and things will be or become necessary or required before or after their indemnification by the insurer.

In the event of any payment under this insurance, the insurer will act in concert with all other interested persons (including the insured) concerned in the exercise of any rights of recovery.

The apportioning of any amounts which may be so recovered will follow the principle that any interested persons (including the insured) that will have paid an amount over and above any payment hereunder, will first be reimbursed up to the amount paid by them; the insurer is then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interested persons (including the insured) to whom this coverage is in excess shall be entitled to claim the residue, if any.

### Waiver of subrogation against employees

The insurer agrees that it shall not exercise any subrogation rights against an employee of the insured unless the claim has been brought about or contributed to by the dishonest fraudulent criminal or malicious act or omission of the employee.

## 13. General Conditions

### Applicable law

The law allows the parties to this contract of insurance to select the law and jurisdiction to be applied to this policy. Unless it is agreed otherwise, the law that applies to this contract is the law of that part of Australia where the head office of the insured is located.

It is agreed that any legal proceedings between the insured and the insurer in connection with this contract will only take place in the courts of that part of Australia where the head office of the insured is located and they are subject to the exclusive jurisdiction of that court.

### Assignment

Assignment of interest under this policy will not bind the insurer unless and until the insurer's written consent is endorsed hereon.

### Cancellation

- (a) The insured may cancel this policy at any time by advising the insurer in writing that they want to cancel it.
- (b) Where the 'insured' involves more than one party, the insurer will only cancel the policy when a written agreement to cancel the policy is received from the first party named as the insured.
- (c) The insurer may cancel this policy in any circumstances permitted by law (e.g. failure to pay the premium by the due date) by informing the insured in writing.
- (d) The insurer will give the insured notice in person or send it to the insured's address (including an electronic address) last known to the insurer.

Where the insured has paid the premium in advance of the date they wish to cancel from, the insurer will refund to the insured the proportion of the premium for the remaining period of insurance.

### Confidentiality

The insured will not disclose the terms, conditions, exclusions, or the limit of indemnity of this policy or the amount of the premium paid to any third party except to the extent that they are required to do so by law, for contractual purposes, or the insurer consents in writing to such disclosure.

### Document management

The insurer may hold documents relating to this insurance and any claims under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.

### Observance

The due observance and fulfilment of the provisions of this policy insofar as they may relate to anything to be done or complied with by the insured, and are not described in the policy as conditions precedent, will be a condition of this policy. Any waiver by the insurer of any provision will not prevent the insurer from relying on such term or condition or condition precedent in the future.

## 14. Definitions

Some key words and terms used in this Policy have a special meaning.

Wherever the following words or terms are used in this section of the Policy, they mean what is set out below:

Definitions	Meaning
Bodily injury	death or injury, illness or disease whether bodily or mental.
Business income	the amount of net income (net profit or loss before income taxes) which would have been earned or incurred.
Business services	the performance by the insured of those services specified in the schedule including but not limited to the provision of multimedia activities.
Circumstance	an incident, occurrence, dispute, fact, matter, act or omission that is likely to give rise to a claim.
Claim	<p>(a) the receipt by the insured of any written notice of demand for compensation made by a third party against the insured; or</p> <p>(b) any writ, statement of claim, claim form, summons, application or other originating legal or arbitral process, cross-claim, counterclaim or third or similar party notice served upon the insured; or</p> <p>(c) any notice of intention in writing to commence legal proceedings against the insured.</p> <p>For the purposes of applying any excess or limit hereunder, all claims, loss, liability, expenses and costs otherwise recoverable under this policy resulting from:</p> <p>(a) one and the same act error or omission; or</p> <p>(b) a series of acts errors or omissions arising out of or attributable to the same originating cause, source or event; or</p> <p>(c) infidelity or fraud committed by any person acting alone or by persons acting in collusion;</p> <p>shall be deemed to be one claim regardless of the number of claimants involved.</p>
Computer virus	any computer program, including but not limited to, any file virus, boot sector virus, macro virus, hostile applet, Trojan horse program, java virus, ActiveX virus or other executable program which contains instructions to initiate an event on the infected computer, causing modification of, corruption of or damage to data, memory or data media or otherwise adversely affecting the operation of any information and communications technology system.

Definitions	Meaning
Cyber and data security representative	the party specified as cyber and data security representative in the schedule.
Cyber extortion expenses	reasonable and necessary expenses incurred by the insured including the value of any ransom paid by the insured for the purpose of terminating a cyber extortion threat.
Cyber extortion threat	<p>threat from a hacker:</p> <p>(a) to damage, destroy, alter, corrupt, copy, steal or misuse information and communication assets including by introducing a computer virus, worm, logic bomb or trojan horse;</p> <p>(b) to cause a failure of the security protecting information and communication assets;</p> <p>(c) to attack information and communication assets in order to restrict or prevent access to information and communication assets by authorised persons or entities;</p> <p>(d) to divulge information and communication assets into the public domain which will cause commercial and financial harm;</p> <p>(e) to fraudulently use information and communication assets to cause a loss to either a third-party or the insured.</p>
Data breach	failure by the Insured or their service provider to comply with any data breach law.
Data breach law	statutes and regulations, as they currently exist and as amended and replaced from time to time, within the jurisdiction, associated with the confidentiality, access, control and use of personally identifiable information including, but not limited to; the <i>Privacy Act 1988</i> (Cth) and the Australian Privacy Principles; all published guidance by the Office of the Australian Information Commissioner and similar privacy laws, statutes or regulation in the states and territories of Australia and worldwide.
Data breach notification costs	<p>those reasonable and necessary expenses incurred by the insured or which the insured becomes legally obliged to pay for:</p> <p>(a) the provision of consumer notifications to comply with data breach law following a data breach including;</p> <p>(b) the legal fees incurred to identify notification communication obligations and draft notification communications;</p> <p>(c) the costs to draft, send and administer notification communications;</p> <p>(d) the costs of call centre services to respond to enquiries and queries following a notification communication.</p>



Definitions	Meaning
Defence cost(s)	all legal costs and expenses incurred with the prior written and continuing consent of the insurer (such consent not to be unreasonably withheld or unreasonably delayed or unreasonably withdrawn) in the investigation, defence or settlement of any claim and/or circumstance(s). It does not include the insured's own costs and expenses.
Documents	deeds, wills, written agreements, maps, plans, books, letters, policies, certificates, forms and documents of any nature whatsoever, whether written, printed or reproduced by any method, including computer records and electronic data material, but shall not include bearer bonds or coupons, stamps, bank or currency notes or any other negotiable instrument.
Employee	any person including trainees and freelance consultants acting under a contract of service with the insured in respect of the conduct of business by the insured.  Employee does not include any principle, shareholder, partner, director or member of the insured in their capacity as such.
Excess	the first amount specified in the schedule payable by the insured in respect of each and every claim, series of claims or circumstance as ascertained after the application of all other terms and conditions of this insurance. The excess will be applied to defence costs, fees and expenses (unless expressly stated otherwise in the schedule).
Hacker	anyone who specifically targets the insured and gains unauthorised access to information and communication assets by circumventing electronically or otherwise the security system in place to protect against such unauthorised access. Hacker will also include anyone who threatens to specifically target the insured and gain unauthorised access to information and communication assets. Hacker does include employees but does not include any principal, shareholder, partner, director or other officer of the insured.
Information and communication assets	the insured's computer and telecommunication system software and hardware, including but not limited to the insured's email system, encrypted electronic signature, encrypted electronic certificate, website, intranet, network, internet-connected telephone system, firmware, program or any data held electronically.
Insured, you, your	the company or other organisation shown as insured in the schedule including any subsidiary companies of the insured that are in existence at the inception date of the insurance and have been declared to the insurer until such time as they may be sold or otherwise disposed of (but not excluding any liabilities incurred prior to disposal), and:

Definitions	Meaning
	<ul style="list-style-type: none"> <li>(a) partners, directors, members and employees of the business during the period of insurance;</li> <li>(b) former partners and/or former directors and/or former members of the business;</li> <li>(c) persons named as consultants or former consultants in the proposal in respect of the business services undertaken on behalf of the business;</li> <li>(d) retired partner, director, member or employee of the business remaining as a consultant to the business;</li> <li>(e) the estate, heirs and executors and/or legal/personal representatives of those parties mentioned in above in the event of their death, incapacity, insolvency or bankruptcy for legal liabilities incurred due to any act, error or omission of such deceased, incompetent or bankrupt person.</li> </ul>
Insured event	<ul style="list-style-type: none"> <li>(a) failure of the insured to protect against unauthorised access to, unauthorised use of, a denial of service attack against, or transmission of a computer virus to, information and communication assets; or</li> <li>(b) unintentional transmission of a computer virus; or</li> <li>(c) improper deep-linking, framing, web scraping, web harvesting or web data extraction; or</li> <li>(d) defamation or other tort related to disparagement of character, reputation or feelings of any person or organisation, including libel, slander, product disparagement, trade libel, infliction of emotional distress, malicious falsehood, outrage or outrageous conduct, breach of comparative advertising regulations, failure to attribute authorship or provide credit under any agreement to which the insured is a party, arising from multimedia activities; or</li> <li>(e) failure to properly handle, manage, store, destroy or otherwise control personally identifiable information including but not limited to any form of invasion, infringement or interference with rights of privacy or publicity, including false light, public disclosure of private facts, intrusion, breach of confidence and commercial appropriation of name or likeness; or</li> <li>(f) failure to properly handle, manage, store, destroy or otherwise control third party corporate information in any format held by the insured and/or service providers, including that protected under a non-disclosure agreement or similar contract with the insured; or</li> </ul>

Definitions	Meaning
	<p>(g) unintentional violation by the insured of any government or public authority legislation or regulation regarding privacy or data-protection; or</p> <p>(h) infringement of intellectual property rights including but not limited to copyright, design (including in respect of semiconductor topographies), title, slogan, trade secret, trademark, trade name, trade dress, service mark, service name, domain name or metatag, database rights, breach of moral rights (including failure to attribute authorship or provide credit under any agreement to which the insured is a party), passing off, plagiarism, piracy or misappropriation of ideas under implied contract, including a breach of a hold harmless or indemnity agreement specified in a written contract for the supply of matter arising from multimedia activities.</p>
Insured section	the section(s) providing insurance cover.
Insurer, we, us	QBE Insurance (Australia) Limited ABN 78 003 191 035, AFS Licence No. 239545.
Jurisdiction	the jurisdiction specified in the schedule.
Limit of indemnity	<p>the amount specified in the schedule which shall be maximum amount payable by the insurer in respect of any one claim and in the aggregate inclusive of defence costs (unless expressly stated otherwise in the schedule):</p> <p>(a) regardless of the number of insured parties, persons or organisations bringing a claim against the insured; and</p> <p>(b) regardless of the number of claims made by the insured.</p> <p>Any sub-limit of indemnity stated in the schedule applies as if it was the limit of indemnity for the claims specified in the schedule for that sub-limit of indemnity and is deemed to be part of and not in addition to the limit of indemnity specified in the schedule.</p>
Matter	any data, text, sounds, images or similar content disseminated, including but not limited to the content of the insured's email, intranet, extranet, website, bulletin board, chat room or other on-line discussion or information forum, and the marketing and advertising of the insured's business services. Matter will include any alteration or addition made by a hacker.
Multimedia activities	the publishing, dissemination, releasing, gathering, transmission, production, webcasting or other distribution of matter by the insured.

Definitions	Meaning
North America	the United States of America and its territories or Canada.
Parent	<p>a company which by itself, or in concert with other companies with the same majority ownership or control as itself:</p> <p>(a) controls the composition of the board of directors, of the insured; or</p> <p>(b) controls more than half the voting power of the insured; or</p> <p>(c) holds more than twenty five percent of the issued share capital of the insured.</p>
Period of insurance	the period shown in the schedule, with times taken as being local to the insured's address as stated in the schedule.
Period of reinstatement	<p>the period commencing from the total or partial interruption, degradation in service, or failure of information and communication assets, and ending either:</p> <p>(a) the time when the insurer is satisfied information and communication assets are repaired, restored and/or replaced to the same equivalent standard, condition, functionality, level of service and/or with the same content, or as near as reasonably possible as immediately before the total or partial interruption, degradation in service, or failure of information and communication assets began, or;</p> <p>(b) ninety days thereafter;</p> <p>whichever is the sooner.</p>
Personally identifiable information	any information from which an individual may be uniquely and reliably identified or contacted, including an individual's name, telephone number, national security number, medical or healthcare data, drivers licence number, bank or building society account number, credit card number, debit card number, access code or password that would permit access to that individuals financial account.
Policy	this document, the schedule and any endorsements attaching to this document or the schedule that will be considered part of the legal contract and any word or expression defined in this section will bear the specific meaning stated in these definitions.
Pollutant	any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste. Waste is deemed to include materials to be recycled, reconditioned or reclaimed.

Definitions	Meaning
Pollution	<p>(a) the actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of pollutants at any time; and</p> <p>(b) the actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of pollutants at any time that the insured or any other insured party test for, monitor, clean up, remove, contain, treat, detoxify, or neutralise or in any way respond to, or assess the effects of pollutants.</p>
Property damage	physical loss, destruction or damage of tangible property including the loss of use thereof.
Proposal	any information supplied by or on behalf of the insured in written or electronic format, deemed to be a completed proposal form, application form, medical questionnaire including in each case attachments thereto and other relevant information that the insurer may require.
Ransom	any money, products, goods, services or property of the insured.
Regulatory compensatory award	means a sum of money which the insured is legally obliged to pay as an award or fund for the affected individuals following a regulators monetary award to a third party. This does not include any criminal penalty or fine.
Retroactive date	<p>the date (if any) stated in the schedule.</p> <p>(a) Unlimited retroactive cover – where no retroactive date is specified in the schedule, coverage under this policy shall be in respect of acts, errors or omissions committed or alleged to have been committed irrespective of when such acts, errors or omissions were committed or alleged to have been committed; or</p> <p>(b) Limited retroactive cover – where a retroactive date is specified in the schedule, then coverage under this policy shall only be in respect of acts, errors or omissions first committed or alleged to have been first committed on or after the retroactive date.</p>
Schedule	the document titled schedule that includes the name and address of the insured, the premium and other variables to this policy (including endorsement clauses) and is incorporated in this policy and accepted by the insured. Schedules may be re-issued from time to time where each successor overrides the earlier document.
Service provider	a business the insured does not own, operate, or control, but that the insured hires for a fee under contract to perform business services on behalf of the insured.

Definitions	Meaning
Subsidiary	<p>any company in respect of which the insured or the parent (either directly or indirectly through one or more of its subsidiary companies):</p> <p>(a) controls the composition of the board of directors; or</p> <p>(b) controls more than half the voting power; or</p> <p>(c) holds more than half of the issued share capital.</p>
Territorial limit	the territory (ies) specified in the schedule.
Terrorism	<p>an act including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public or any section of the public in fear.</p>
Time retention	<p>the number of hours specified in the schedule that must elapse before the recovery of business income can be considered;</p> <p>The time retention shall commence from either:</p> <p>(a) when the total or partial interruption, degradation in service, or failure of their information and communication assets began; or</p> <p>(b) the moment the insured's business income loss begins;</p> <p>whichever is the later.</p>
Total aggregate limit of indemnity	the amount stated in the schedule which is the maximum amount of the insurer's liability under any one and all insured sections for any one period of insurance.
War	war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power or confiscation by order of any public authority or government de jure or de facto or martial law but not including terrorism.

