

360 Cyber Policy Wording

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360 Financial Lines Pty Ltd **ABN** 72 629 145 357 is an authorised representative (AR 1268172) of
360 Underwriting Solutions Pty Ltd **ABN** 18 120 261 270 **AFSL** 319181
Suite 3, Level 18, 201 Kent Street, Sydney, NSW 2000

360 Cyber Insurance



Table of Contents

INTRODUCTION	2	+ APPLICABLE LAW AND JURISDICTION	13
+ WHO IS 360 FINANCIAL LINES PTY LTD.....	2	+ APPLICATION.....	13
+ ABOUT THE INSURER	2	+ ASSIGNMENT.....	13
IMPORTANT INFORMATION	3 - 6	+ CANCELLATION	13
+ CLAIMS MADE.....	3	+ CLAIMS HANDLING AND NOTIFICATION	13
+ CODE OF PRACTICE	3	+ CHANGE OF CONTROL.....	13
+ COMPLAINTS AND DISPUTE RESOLUTION.....	3	+ DEFENCE COSTS AND LEGAL REPRESENTATION EXPENSES.....	13
+ DUTY OF DISCLOSURE	4	+ DISPUTES RESOLUTION	14
+ HOW TO MAKE A CLAIM UNDER THIS POLICY.....	5	+ INDEMNITY AND SETTLEMENT	14
+ HOW GOODS AND SERVICES TAX (GST) AFFECTS ANY PAYMENTS WE MAKE	5	+ SUBROGATION	14
+ INTERMEDIARY REMUNERATION	5	+ LIMIT OF LIABILITY.....	14
+ OUR AGREEMENT WITH YOU.....	5	+ NOTICES.....	14
+ PAYING YOUR PREMIUM	5	+ POLICY ALTERATIONS.....	14
+ PRIVACY STATEMENT	5	+ RELATED CLAIMS	14
+ SANCTIONS.....	6		
DEFINITIONS APPLICABLE TO THIS POLICY	7 - 9		
WHAT YOU ARE COVERED FOR	10		
GENERAL EXCLUSIONS	11 - 12		
GENERAL CONDITIONS	13 - 14		

Introduction



This is the 360 Cyber Policy Wording, which details the terms, conditions and exclusions of the **policy**.

If **we** issue **you** with a **policy**, **you** will be given a **policy schedule**. The **policy schedule** sets out the specific terms applicable to **your** cover and should be read together with the **policy** terms and conditions and any endorsement issued.

The **policy** terms and conditions and the **policy schedule**, together with any endorsements, if any, **we** send **you** are evidence of **your** legal contract with **us** so please keep them in a safe place for future reference.

Please read the whole document carefully. It is arranged in different sections. It is important that **you**:

- + check that the cover **you** have requested is included in the **policy schedule**;
- + check that the information **you** have given **us** is accurate;
- + comply with **your** duties under each section and under the insurance as a whole.

If **you** wish to vary **your** cover or make further enquiries, please contact **your** insurance broker.

Who is 360 Financial Lines Pty Ltd

360 Financial Lines Pty Ltd **ABN 72 629 145 357** is an authorised representative (**AR 1268172**) of 360 Underwriting Solutions Pty Ltd **ABN 18 120 261 270 AFSL 319181** and has developed this Cyber Insurance Policy which is underwritten by certain Underwriters at Lloyd's.

In issuing this **policy**, 360 Financial Lines will be acting under an authority given to it by the Insurers. This means that when issuing this **policy**, 360 Financial Lines will be acting as an agent for the Insurers, not for **you**.

360 Financial Lines has an authority from the Insurer to arrange, enter into/ bind and administer this insurance.

360 Financial Lines contact details are:

Suite 3, Level 18,
201 Kent Street,
Sydney, NSW 2000
Telephone. 1800 411 580

About the Insurer

This insurance is underwritten by certain Underwriters at Lloyd's.

Lloyd's has been insuring Australian risks for over 150 years and is licensed to write non-life insurance business under the *Australian Insurance Act 1973* (Cth). **You** or **your** representatives can obtain further details of the syndicate numbers and the proportions of this insurance for which each of the Underwriters at Lloyd's is liable by requesting them from **us**. In the event of **loss**, each Underwriter (and their Executors and Administrators) is only liable for their own share of the **loss**.

Lloyd's Underwriters have strong financial security characteristics. However, please note that ratings can vary from time to time. **You** can check the Insurer's current ratings at the following website www.lloyds.com/investor-relations/ratings

You should contact 360 Financial Lines in the first instance in relation to this insurance.

Lloyd's contact details are:

Lloyd's Australia Limited
Level 9, 1 O'Connell Street,
Sydney, NSW 2000
Telephone. (02) 8298 0700
Facsimile. (02) 8298 0788

Important Information

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 or application form for the current **period of insurance** or on any previous proposal or application 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**.

Code of Practice

We proudly support the General Insurance Code of Practice (the 'Code'). The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

The objectives of the Code are:

- + to commit **us** to high standards of services;
- + to promote better, more informed relations between **us** and **you**;
- + to maintain and promote trust and confidence in the general insurance industry;
- + to provide fair and effective mechanisms for the resolution of complaints and disputes between **us** and **you**; and

- + to promote continuous improvement of the general insurance industry through education and training.

Our commitment to you:

- + **we** have adopted and support the Code and are committed to complying with it.

For further information relating to the Code, please visit www.codeofpractice.com.au or alternatively the **Insured** can request a brochure on the Code from **us**.

Complaints and Dispute Resolution

We take the concerns of **our** customers very seriously and have detailed complaint handling and internal dispute resolution procedures that **you** can access.

Stage 1

Any complaint should be addressed in the first instance to

Talbot Underwriting Limited
 60 Threadneedle Street,
 London, United Kingdom, EC2R8HP
 Telephone. +44(0)2075503500
 Email. complaints@talbotuw.com

Talbot Underwriting Limited will aim to provide **you** with its decision on **your** complaint, in writing, within fifteen (15) business days of the receipt of the complaint.

Stage 2

If the matter is still not resolved, or **you** are not satisfied with the way a complaint has been dealt with **you** should contact:

Lloyd's Australia Limited
 Level 9, 1 O'Connell Street,
 Sydney, NSW 2000
 Telephone. (02) 8298 0783
 Email. ldraustralia@lloyds.com

When **you** lodge **your** dispute with Lloyd's, Lloyd's will usually require the following information:

- + name, address and telephone number of the **policyholder**;
- + the type of insurance **policy** involved;
- + details of the **policy** concerned (**policy** and/or **claim** reference numbers, etc.);

- + name and address of the intermediary the **policy** was purchased through;
- + details of the reasons for lodging the complaint;
- + copies of any supporting documentation **you** believe may assist them in addressing **your** complaint appropriately.

Following receipt of **your** complaint, **you** will be advised whether **your** dispute will be handled by either Lloyd's Australia or the Policyholder & Market Assistance Department at Lloyd's in London:

- + where **your** complaint is eligible for referral to the Australian Financial Complaints Authority (AFCA), **your** complaint will be reviewed by a person at Lloyd's Australia with appropriate authority to deal with **your** dispute;
- + where **your** complaint is not eligible for referral to AFCA, Lloyd's Australia will refer **your** complaint to the Policyholder & Market Assistance Department at Lloyd's, who will then liaise directly with **you**.

How long will the Stage 2 process take?

Your complaint will be acknowledged in writing within five (5) business days of receipt, and **you** will be kept informed of the progress of the review of **your** complaint at least every ten (10) business days. The length of time required to resolve a particular dispute will depend on the individual issues raised, however in most cases **you** will receive a full written response to **your** complaint dispute within fifteen (15) business days of receipt, provided they have received all necessary information and have completed any investigation required.

External Dispute Resolution

If **you** are a natural person or a small business, and **you** are not satisfied with the final decision, **you** may wish to contact the Australian Financial Complaints Authority ("AFCA"). The AFCA is a free independent external disputes resolution service provided to customers to review and resolve complaints where **we** have been unable to satisfy **your** concerns. **You** will not be able to have a dispute resolved by the AFCA if **you** are not eligible under the AFCA Rules.

For further details, **you** can visit their website at www.afca.org.au or contact them:

Australian Financial Complaints Authority
 GPO Box 3,
 Melbourne, VIC 3001
 Telephone. 1800 931 678
 Email. info@afca.org.au

If **your** complaint or dispute 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**.

Duty of Disclosure

Before **you** enter into this insurance with **us**, **you** have a duty of disclosure under the *Insurance Contracts Act 1984* (Cth). This means **you** have a duty to tell **us** every matter **you** know, or could reasonably be expected to know, that may affect **our** decision to offer **you** insurance and on what terms. If **you** are not sure whether something is relevant, **you** should inform **us** anyway.

You have a different duty the first time **you** enter into a contract of insurance with **us** to that which applies when **you** vary, renew, extend or reinstate the contract. This duty of disclosure applies until the contract is entered into (or renewed, varied, extended or reinstated as applicable).

Your Duty of Disclosure when you enter into the contract with us for the first time

If **we** ask **you** questions that are relevant to **our** decision to insure **you** and on what terms, **you** must be honest and tell **us** anything that **you** know and that a reasonable person in the circumstances would include in answer to the questions. It is important that **you** understand **you** are answering **our** questions in this way for yourself and anyone else that **you** want to be covered by the contract.

Your Duty of Disclosure when you renew the contract

Where applicable, **we** will tell **you** what **your** renewal duty of disclosure is prior to each renewal.

Your Duty of Disclosure when you vary, extend or reinstate the contract

When **you** vary, extend or reinstate the contract with **us**, **your** duty is to tell **us** every matter that **you** know, or could reasonably be expected to know, is relevant to **our** decision whether to accept the risk of the insurance and, if so, on what terms.

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** have indicated **we** do not want to know.

If you do not tell us something

If **you** do not tell **us** anything **you** are required to tell **us**, 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.

How to Make a Claim Under this Policy

When something happens that **you** believe is a **claim**, it is important to contact Crawford Cyber Incident Response Service immediately on **1800 572 102**.

How Goods and Services Tax (GST) Affects any Payments we Make

The amount of premium payable by **you** for this **policy** includes an amount for the GST applicable on the premium.

When **we** pay a **claim**, **your** GST status will determine the amount **we** pay. The amount that **we** are liable to pay under this **policy** will be reduced by the amount of any Input Tax Credit (ITC) that **you** are or may be entitled to **claim** for the supply of goods or services covered by that payment.

You must advise **us** of **your** correct Australian Business Number (ABN) and Taxable Percentage. Taxable Percentage is **your** entitlement to an ITC on **your** premium as a percentage of the total GST on that premium. Any GST liability arising from **your** incorrect advice is payable by **you**.

Where the settlement of a **claim** is less than the applicable **limit of liability** or the other limits applicable to this **policy**, **we** will only pay the GST (less **your** ITC) applicable to the settlement.

This means that if these amounts are not sufficient to cover the whole **claim**, **we** will only pay the GST relating to **our** share of the settlement for the whole **claim**. **We** will pay the **claim** by reference to the GST exclusive amount of any supply made by any Business of **yours** which is relevant to the **claim**. GST, ITC, BAS and Acquisition have the same meaning as given to those words or expressions in *New Tax System (Goods and Services Tax) Act 1999* (Cth) and related legislation as amended from time to time.

Intermediary Remuneration

We pay remuneration to insurance brokers when **we** issue, renew or vary a **policy** the broker has arranged or referred to **us**. The type and amount of remuneration varies and may include commission and other payments. If **you** require more information about remuneration **we** may pay **your** broker **you** should ask **your** broker.

Our Agreement with You

Where **we** agree to insure **you** **we** will issue a **policy schedule** confirming cover. The information contained in the **policy schedule** sets out information specific to **you** such as the cover **we** have agreed to provide and the **policy limit of liability**.

Our agreement with **you** (the **policy**) will comprise this **policy wording**, the **policy schedule** and any endorsements **we** issue. They should be read together and kept in a safe place. Where **we** have agreed to enter into a **policy** with **you** and subject to the terms, conditions and exclusions of the **policy**:

- + **we** agree to provide **you** with the insurance cover set out in each of the **policy** sections which are listed in the **policy schedule**, subject to **your** payment of or agreement to pay **us** the premium;
- + the insurance cover is in force for the **period of insurance** set out in the **policy schedule**;
- + **we** will cover **you** for the relevant covered loss, damage and liability occurring during that **period of insurance**;
- + **we** will not pay more than the **limit of liability** for each section which is shown in the **policy schedule** or as provided in the **policy**. Such payment shall include, within the **limit of liability**, the costs and expense incurred by **you** or on **your** behalf in defence of any **claim** for which cover is provided by **us** and **we** have confirmed **our** offer to pay for such costs in writing to **you**.

Paying Your Premium

You must pay **your** premium on time otherwise, **your policy** may not operate.

If **you** have not paid by the due date or **your** payment is dishonoured, **your policy** will be cancelled and **you** may not be able to make a **claim**.

We may deduct any outstanding premium amount or incorrectly refunded premium, from any **claim** payment.

Privacy Statement

In this Privacy Statement, the use of "**we**", "**our**" or "**us**" means 360 Financial Lines and the Insurers unless specified otherwise.

In this Privacy Statement, the use of personal information includes sensitive information.

We are committed to protecting the personal information that **you** provide to **us** in accordance with the *Privacy Act 1988* (Cth).

The *Privacy Act 1988* (Cth) contains the Australian Privacy Principles, which require **us** to tell **you** that **we** collect, handle, use, store and disclose **your** personal and sensitive information for the specific purpose of:

- + deciding whether to issue a **policy**;
- + determining the terms and conditions of **your policy**;
- + compiling data to help develop and identify other products and services that may interest clients; and
- + handling **claims**.

Personal information is information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- a) whether the information or opinion is true or not;
- b) whether the information or opinion is recorded in a material form or not.

Sensitive information includes, amongst other things, information about an individual's racial or ethnic origin, political opinions, membership of a political organisation, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record, health information about an individual, genetic information, biometric information or templates.

You have given **us your** consent to collect, use, store and disclose **your** personal and sensitive information in order to provide **you** with the relevant services and/or products.

When **you** give **us** personal information about other individuals, **we** rely on **you** to have made or make the individual aware that **you** will or may provide their personal information to **us** and the types of other parties and service providers **we** may provide it to, the relevant purposes **we** and the other parties and service providers will use it for, and how they can access it. If **you** have not done or will not do either of these things, **you** must tell **us** before **you** provide the relevant personal information to **us**.

We will protect **your** information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, **unauthorised access**, disclosure and alteration. Some of the safeguards that **we** use are firewalls and data encryption, physical access controls to **our** data centres, and information access authorisation controls.

We disclose personal information to other parties and service providers whom **we** believe are necessary to assist **us** and them in providing the relevant services and/or products. For example, in handling **claims**, **we** may have to disclose **your** personal information to other parties and service providers such as **our claim** management partner, other Insurers, reinsurers, **loss** adjusters, external **claims** data collectors, investigators and agents, facilitators, assessors or other parties as required by law. **We** will limit the use and disclosure of any personal information provided by **us** to them to the specific purpose for which **we** supplied it.

We may disclose **your** personal information to **our** Insurers, reinsurers, related entities and service providers overseas where it is reasonably necessary for, or directly related to, the functions, services or activities **we** provide to **you**. When **we** transfer **your** information to other countries, including countries which may not have data protection laws that provide the same level of protection that exists in Australia, **we** will protect the information as described in this Privacy Policy.

We may disclose **your** personal information to **our** Insurers, reinsurers, related entities and service providers overseas, including but not limited to New Zealand, Singapore, United Kingdom, the European Union and the United States of America.

We will generally take reasonable steps to ensure that **we** have arrangements in place with such overseas third parties that prevent them from using or disclosing personal information for any purposes other than **our** own. However, by providing **your** personal information to **us**, **you** acknowledge that, while **we** will take reasonable steps, **we** may not always be able to guarantee that overseas parties are subject to the requirements similar to those contained in the Privacy Act and consent to the disclosure on this basis. If **you** would like further information about whether **your** information will be disclosed to overseas recipients, please contact **us**.

If **you** do not provide the personal information requested and/or do not provide **us** with **your** consent to the use and disclosure of **your** personal information as set out in this Privacy Statement, **your** insurance application may not be accepted, or **we** may not be able to administer **your policy**, or **you** may be in breach of **your** duty of disclosure, the consequences of which are set out under the heading Duty of Disclosure in this document.

We will notify **you** as soon as possible if **your** personal information is involved in a data breach that is likely to result in serious harm to **you**.

If **you** would like a copy of **our** Privacy Policies, would like to seek access to or correct **your** personal information, opt-out of receiving materials **we** send, complain about a breach of **your** privacy or **you** have any query on how **your** personal information is collected, stored or used, or any other query relating to **our** handling of **your** personal information, please contact **us**.

Sanctions

We will not provide cover and **we** will not be liable to pay any **claim** or provide any benefit under this **policy** to the extent that the provision of such cover, payment of such **claim** or provision of such benefit would expose **us** or the Insurers to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the Commonwealth of Australia, the United Kingdom or the United States of America.

Definitions



Some words used in this **policy** that appear in bold have a special meaning. Whenever the following words are used in the **policy** they mean what is set out below. Unless the context requires another meaning, a reference to the singular includes the plural and vice versa.

Business Interruption Event means:

A **cyber event** that causes any unplanned system outage, network interruption, or degradation of **your** network, or the network of any **cloud service provider**.

Business Interruption Loss means:

Your loss of gross profit, plus reasonable expenses necessary to maintain the operation, functionality or service of **your** business, as a direct result of a **business interruption event**, but only:

- I. after the expiration of the **waiting period**; and
- II. until the date on which **your** business is restored to the same or equivalent condition, functionality and service that existed prior to the loss, however not exceeding one hundred and eighty (180) days from the date on which the outage, interruption or degradation commenced, such one hundred and eighty (180) day period not to be limited by the expiration of the **period of insurance**;

Business interruption loss shall also include costs and expenses incurred to avoid or mitigate the effects of a system outage or network interruption, discover and minimize such interruption or degradation of the network, preserve evidence and/or substantiate **your** loss.

Claim means:

Any written demand, civil, criminal, judicial, administrative, regulatory or arbitral proceeding against **you** seeking compensation or other legal remedy or penalty as a result of a **data liability event**, **media liability event** or **network security event**.

Covered Event means any:

- I. **claim**;
- II. **business interruption event**;
- III. **cyber event**;
- IV. **data liability event**; or
- V. **media liability event**; or
- VI. **network security event**.

Cloud Service Provider means:

Any third party with whom **you** have a written contract for the provision of computing services, infrastructure platforms or business applications.

Credit Monitoring Costs means:

Reasonable fees, costs and expenses incurred with **our** prior written consent for the monitoring services of identity or credit theft including the purchase of identity theft insurance for a period of twelve (12) months from the date of any **data liability event**.

Cyber Extortion Costs means

The reimbursement of reasonable fees, costs and expenses incurred by the **Insured**, or paid on the **Insured's** behalf, with the prior written consent of the Insurer, such consent not to be unreasonably withheld, to terminate or mitigate any credible threat of a **business interruption event**, **data liability event** or **network security event** resulting from an actual or attempted extortion by a third party.

Cyber Event means:

- I. **unauthorised access**;
- II. **operator error**;
- III. a denial of service attack;
- IV. the introduction of any **malware** into a network owned or operated by **you**, including the network of any **cloud service provider**.

Data Liability Event means:

- I. the **loss** or suspected **loss** of any third party non-public data or information for which **you** are legally responsible;
- II. the breach of any privacy legislation worldwide by **you** or someone for whom **you** are legally responsible provided always that such **data liability event** occur on or after the **retroactive date** specified in the **policy schedule**.

Data Restoration Costs means:

Reasonable fees, costs and expenses for the restoration and/or replacement of data and/or programs that have been lost, erased corrupted or encrypted by a **cyber event** or **data liability event** and costs to prevent or minimise any further damage and preserve material evidence of civil, criminal or malicious wrongdoings. These costs include the cost of purchasing replacement licenses for programs where necessary.

Deductible means:

The amount stated in the **policy schedule** under Cover Details.

Defence Costs means:

Reasonable fees, costs and expenses (including but not limited to lawyers' fees and experts' fees) incurred by **you** relating to the defence, settlement or appeal of a **claim**.

Forensic Costs means:

Your reasonable fees, costs and expenses to investigate the cause, scope and extent of any data liability event, business interruption event or network security event.

Legal Representation Expenses means:

Reasonable and necessary fees, costs and expenses incurred to obtain legal advice or representation to protect **your** interests in connection with a **data liability event** or **network security event**.

Legal representation expenses shall include the costs associated with the investigation, adjustment and defence of regulatory proceedings.

Limit of Liability means:

The applicable limit of liability shown in the **policy schedule**.

Loss means:

Judgments, settlements, awards, and costs, including, without limitation, damages, consumer redress funds, fines, penalties and punitive and exemplary damages in respect of a **claim** covered under this **policy** to the extent permitted by law. **Loss** shall also include **defence costs** and **legal representation expenses**.

Malware means:

Any code designed to:

- I. erase, deny access to or corrupt data, including but not limited to ransomware;
- II. damage or disrupt any network or system;
- III. circumvent any network security product or service.

Media Liability Event means:

Any digital content or printed media created and displayed by the **Insured** directly leading to:

- I. an infringement of any copyright, title, slogan, trademark, trade name, or domain name;
- II. plagiarism, piracy, or the misappropriation or theft of ideas;
- III. defamation, including the disparagement of any product or service;
- IV. any breach of confidentiality or invasion or interference with any right of privacy.

Provided always that such **media liability event** occurs in the course of **your** usual business practices and that such **media liability event** occurs on or after the **retroactive date** specified in the **policy schedule**. For the avoidance of doubt the manufacture, supply, retail or distribution of any tangible goods or products shall not be considered a media liability event.

Merchant Services Agreement means:

A contractual agreement between **you** and any other organisation which allows **you** to accept payment by credit or debit card.

Network Security Event means:

- I. the transmission of any **malware** from **your** network, or from the network of any **cloud service provider**;
- II. failure to secure **your** computer system or network that results in **unauthorised access**;
- III. failure to prevent a denial of service attack launched from **your** network or from the network of any **cloud service provider**, provided always that such **network security event** occurs on or after the **retroactive date** specified in the **policy schedule**.

Notification Costs means:

Reasonable fees, costs and expenses in respect of notifying any natural person or legal entity whose data or information has been or may have been lost, or the cost of notifying any data protection authority or equivalent, as a result of a **data liability event**.

Operator Error means:

The accidental erasure, destruction or modification of **your** data or programs by an employee or a **cloud service provider**.

PCI Fines and Assessment Costs means:

All amounts that **you** are legally required to pay under a **merchant services agreement** following a **data liability event** that leads to a breach of the Payment Card Industry Data Security Standard, including but not limited to fines, case management fees, non-compliance fees, re-imbursment of fraudulent transactions, and the costs incurred in card re-issuance and the appointment of a PCI Forensic Investigator.

Period Of Insurance means:

The period commencing at the from date stated in the **policy schedule** and ending on the to date stated in the **policy schedule**.

Policy means:

The wording **we** issue, plus any endorsement, specification, attachment or memoranda affixed (or intended to be affixed) to it and the **policy schedule**.

Policyholder means:

The entity named as the **Insured** in the **policy schedule**.

Policy Schedule means:

The numbered **policy schedule** issued by **us** confirming the extent of cover provided and setting out information specific to **you** or if the **policy** is renewed the **policy schedule** issued with the renewal notice.

Public Relations Costs means:

Reasonable fees, costs and expenses incurred with **our** prior written consent, such consent not to be unreasonably withheld, for obtaining advice and support to protect, or mitigate any damage to, **your** reputation.

Remediation Costs means:

Any

- I. **credit monitoring costs;**
- II. **cyber extortion costs;**
- III. **data restoration costs;**
- IV. **forensic costs;**
- V. **legal representation expenses;**
- VI. **notification costs;** and
- VII. **public relations costs.**

Reputational Harm Event means:

Adverse media, including social media, caused solely by a **cyber event** or a **data liability event** that directly leads to a **business interruption loss**.

Retroactive Date means:

The date specified in the **policy schedule** under Cover Details.

Unauthorised Access means:

Use of **your** computer system or network infrastructure by any person or persons not authorised to do so, including employees.

Waiting Period means:

The number of hours stated in the **policy schedule** which must elapse following a **business interruption event** before a **business interruption loss** is agreed to have occurred. The **waiting period** will apply to each **business interruption event**.

We / Our / Us means:

360 Financial Lines acting as an agent on behalf of certain Underwriters at Lloyd's.

You / Your / Yours / Insured means:

The person(s), companies or firms named in the **policy schedule** as the Insured.

What you are Covered for

Subject to all the terms and conditions of this insurance, we will pay, or where specified, reimburse the **Insured**:

1. **Your loss** in respect of any **claim** first made against **you** and reported to **us** during the **period of insurance**;
2. **Business interruption loss** resulting from a **business interruption event or data liability event** commencing on or after the **retroactive date** and discovered during the **period of insurance**;
3. **Remediation costs** incurred by **you** following an actual or threatened **business interruption event, data liability event or network security event** first discovered by **you** and reported to **us** during the **period of insurance**;
4. **Your loss** in respect of **PCI fines and assessment costs** caused by a **data liability event** discovered by **you** and reported to **us** during the **period of insurance**.

The cover available under this **policy** is subject to the operation of Exclusion 3.7 which overrides all other terms of this **policy**.

General Exclusions



We shall not be liable to make any payment in respect of:

1. Or death or bodily injury or **loss** of or damage to tangible property, however this exclusion shall not apply to mental anguish or mental injury as a result of a **data liability event** or **network security event**.
2. Any **claim** arising from, attributable to, or based upon any fact or circumstance known to **you** prior to the inception of the **period of insurance**.
3. Or arising from, attributable to or based upon any intentional, criminal or fraudulent acts committed or condoned by any of **your** Principals, Partners or Directors.
4. Or arising from any failure, outage, or disruption of power, utility services, satellites, or telecommunications external services not under **your** direct operational.
5. Or arising from any physical act of war, invasion, or warlike operations, civil war, riot, civil commotion, rebellion, revolution, insurrection or civil uprising.
6. Or arising from any bankruptcy, liquidation or insolvency of **yours** or any other person, including any **cloud service provider**.
7. The extent to which any such cover, payment, service, benefit and/or any business or activity of **yours** from which the **claim** or **loss** arises would violate any applicable trade or economic sanctions or any law or any regulation worldwide. This provision overrides all other terms of this **policy**.
8. Or arising from or representing the costs for the upgrading or betterment of any application, system or network of **yours**.
9.
 - a) any **claim** brought against any of **your** directors or officers in their capacity as **such**;
 - b) any **claim** arising from any obligation owed by **you** as an employer or potential employer to any employee, including **claims** for wrongful dismissal or under any contract of employment or under any retainer with any consultant or under any training contract or work experience placement;
 - c) any **claim** whether by an employee or not, alleging sexual, racial or other harassment or molestation, or sexual, racial, ethnic, disability, sexual orientation, religious and/or age discrimination or victimisation, or discrimination or victimisation of any other kind.
10.
 - a) or directly or indirectly, arising out of, or resulting from, asbestos or any actual or alleged asbestos related **loss** injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure to asbestos;
 - b) or arising from, based upon, attributable to or as a consequence of, whether direct or indirect, or in any way involving:
 - i. ionising radiation or contamination by radioactivity or from any nuclear fuel or from any nuclear waste;
 - ii. the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or component thereof.
 - c) or arising out of, based upon, attributable to, as a consequence or in any way involving, pollution or directly or indirectly the actual, alleged or threatened discharge, dispersal, release or escape of pollutants;
 - d) or arising from, based upon, attributable to or as a consequence of any electromagnetic field, electromagnetic radiation or electromagnetism, which terms are defined as follows:
 - i. electromagnetic field means any field of force that is made up of associated electric and magnetic components;
 - ii. electromagnetic radiation means any succession of electromagnetic waves;
 - iii. electromagnetism means magnetism that is developed by a current of electricity.
11. Or arising from any fire, lightning, explosion, aircraft, impact or any other natural peril.
12. Or arising from the **loss** of any portable media by **you**; such media includes, but is not limited to: laptops, smart phones, tablets, and memory sticks that are not protected by password or biometric protection.
13. Any **claim** arising out of any violation of anti-Spam or telemarketing legislation worldwide.
14. Or arising out of the electronic transfer of any funds, monies or goods belonging to **you**, or for which **you** are legally responsible.
15. Any **claim** arising from any contractual liability assumed by **you**, unless such liability would have attached in the absence of such contract. This exclusion shall not apply to Insuring Cover 4.
16. Any **claim** arising out of the misappropriation or infringement of any intellectual property right or trade secret, including patent. This exclusion shall not apply to **Loss** resulting from a **claim** as a result of a **media liability event**.
17. Any **claim** arising out of the actual or alleged failure to render any professional services. This exclusion shall not apply to **Loss** resulting from a **claim** as a result of a **network security event** or **data liability event**.

General Exclusions



18. **Loss** of or damage to tangible property. For the avoidance of doubt data held in electronic format is not tangible property.
19. Or arising out of the **Insured's** failure to deploy and maintain a commercial grade firewall at all external gateways.
20. Or arising out of the **Insured's** failure to deploy and maintain a commercial antivirus application across all servers or endpoints.
21. Or arising out of the **Insured's**, or the **Insured's Cloud Service Provider's**:
 - a) failure to back-up critical data at least every seven (7) days; or
 - b) where critical data back-ups are copied to portable media, failure to secure such portable media off-site.
22. With respect to cover under Insuring Cover 1.4 only, arising out of the **Insured's** failure to comply with the relevant Payment Card Industry Data Security Standard in relation to all circumstances leading up to the **Loss**.

General Conditions



There are conditions set out in this General Conditions section, in the Claims section and under each particular cover and section. If any of these conditions are not met, **we** may refuse a **claim**, reduce the amount **we** pay or in some circumstances **we** may cancel **your policy**. When making a **claim**, **you** must have met and then continue to comply with the conditions of **your policy**. Any person covered by **your policy**, or claiming under it, must also comply with these conditions.

If **you**, or someone covered under **your policy**, do not meet these conditions or make a fraudulent **claim we** may:

- + refuse to pay **your claim** or reduce what **we** pay for **your claim**;
- + cancel **your policy**.

Applicable Law and Jurisdiction

This agreement and any dispute or **claim** between **you** and **us** arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or **claims**) shall be governed by and construed in accordance with the laws of Australia. If any term of this agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability and all other terms of this agreement shall remain in full force and effect.

Application

By acceptance of this **policy**, **you** agree that the statements contained in the Application, any Application for insurance if this **policy** is a renewal, and any supplemental materials submitted with any such Application(s) are their agreements and representations, which shall be deemed material to the risk assumed by **us**, and that this **policy** is issued in reliance upon such Application(s) and materials.

Assignment

This **policy** and any rights under it cannot be assigned without **our** prior written consent.

Cancellation

The **policyholder** may cancel this **policy** at any time by giving written notice to the Insurer and such cancellation being effective 10 business days after such notice is received by the Insurer. In such case, the Insurer shall refund any unearned premium calculated at pro-rata rate of the annual premium, except in the event of a **claim** submitted under the **policy** by the **Insured** having been notified prior to the date of cancellation whereupon no refund shall be due, unless agreed otherwise by the Insurer.

This **policy** may be cancelled in circumstances permitted in the *Insurance Contracts Act 1984* (Cth), by the Insurer.

We will not refund the administration fee, applicable taxes or **policy** fee shown on the tax invoice.

Claims Handling and Notification

All notifications of any **covered event** shall be made to the agreed incident response provider as detailed in the **policy schedule**, as soon as reasonably practicable, but in no case later than 7 (seven) days after **you** have become aware of such incident. **You** shall provide such information and documentation relating to the **covered event** as **we** may require in **our** sole discretion.

You shall not admit nor assume any liability, enter into any settlement agreement nor consent to any judgment in respect of any **claim** without **our** prior written consent, such consent not to be unreasonably withheld or delayed.

You shall co-operate with **us**, including any counsel that **you** shall appoint to investigate any **covered event** and render all such information and documents as **we** shall require in **our** sole discretion.

Change of Control

If during the **Period of Insurance** any person, group or entity acquires control of more than 50% of the issued share capital of the **Policyholder** or of the composition of the board of the **Policyholder**, the cover provided by this **policy** shall be restricted so as to apply only to **claims** submitted under the **policy** by the **Insured** in respect of a **business interruption event(s)**, **data liability event(s)** or **network security event(s)** occurring prior to the effective date of such sale, consolidation, merger or acquisition of control, unless the **Insurer** has agreed to extend coverage under the **policy** and the **Policyholder** has agreed to the terms of any such extension of coverage.

Defence Costs and Legal Representation Expenses

Subject to **your** compliance with the provisions of the Claims Handling and Notification Condition, and to the **limit of liability** and **retention** set out in the **policy schedule** to this **policy**, **we** agree to advance **defence costs** on an on-going basis and prior to the final disposition of a **claim**. **You** agree to refund all such **defence costs** should it be found that the **claim** is not valid.

The **Insurer** has the right to appoint any counsel, advisor, specialist incident response provider or other provider to investigate or assist the **Insured** with any **Covered Event**. The **Insured** shall co-operate with the **Insurer** and any counsel, advisor, specialist incident response provider or other provider to investigate or assist the **Insured**. The **Insured** must not under any circumstances appoint its own counsel, advisor, specialist incident response provider or other provider to investigate or assist the **Insured** with any **Covered Event**.

Disputes Resolution

All disputes arising out of or in connection with this agreement, or in respect of any legal relationship associated with or derived from this agreement, shall be submitted to a single Senior Counsel to be agreed by the parties, or if agreement cannot be reached, a Senior Counsel nominated by the President of the Law Society of New South Wales, for a binding written determination.

Indemnity and Settlement

We have the right but not the duty to assume control, defence and settlement of any **claim** or investigation. At any stage of a **claim we** may choose to pay the **limit of liability** or any amount that remains following any earlier payment(s).

We shall have the right to make any investigation **we** deem necessary including, without limitation, any investigation with respect to the Application and statements made in connection with the procurement of the **policy** and with respect to coverage.

With respect to any **claim** under item 1 of the *What You Are Covered For Section*, if **you** refuse to consent to a settlement **we** recommend and the claimant will accept, **you** may continue the defence and investigation of that **claim**. However, the further costs and expenses incurred will be paid by **you** and **us** on a proportional basis, with 25% payable by **us** and 75% payable by **you**.

Subrogation

If the insurer makes any payment under this **policy**, the insurer becomes entitled to any rights the insured has against any party to the extent of such payment. The insured must maintain all of its rights of recovery against any third party and make these available to the insurer if requested by the insurer. The insured shall do nothing to prejudice such rights. Any recoveries shall be first applied to subrogation expenses, second to any amounts paid or reimbursed by the insurer under the **Policy**, and third to the retention set out in Item 4. Any additional amounts shall be paid to the insured.

Limit of Liability

The **limit of liability** shown in the **policy schedule** is the maximum amount the **policy** will pay, including **defence costs**, irrespective of the number of **claims** submitted under the **policy** by the **Insured**.

Notices

Any notice **we** give **you** will be in writing and will be effective:

1. If it is delivered to **you** or **your** insurance broker personally; or
2. It is delivered or posted to **your** address last known to **us**.

You must tell **us** or **your** broker of any change of postal address as soon as possible.

Policy Alterations

If **you** request an alteration to this **policy**, the alteration becomes effective when:

1. **We** agree to it; and
2. **We** give **you** a new **policy schedule** detailing the change.

Related Claims

Any **claims, business interruption events, cyber events, data liability events, media liability events** and/or **network security events** under all applicable sections of this **policy**, directly or indirectly arising out of or in any way connected with the same originating cause or event, will be deemed to be a single **claim**, reported at the date of the first such **claim**. Any **claims, business interruption events, cyber events, data liability events, media liability events** and/or **network security events** under all applicable sections of this **policy**, triggering more than one coverage section, will be deemed to be a single **claim**.



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