



KEYSTONE

Cyber Wording

Keystone Underwriting Pty Ltd

Phone: 1300 946 530

Email: contact@ksua.com.au Website: www.keystoneunderwriting.com.au

Table of Contents

Keystone’s Cyber Policy	3
Notifying an Incident	3
Incident Response Process Overview.....	4
Wording	5
1. Definitions.....	5
2. Insuring Clauses	10
3. Optional Extension.....	10
4. Exclusions.....	12
5. Conditions	14
6. The Insured’s Rights and Obligations	17
Important Information.....	20

Keystone's Cyber Policy

Welcome to **Keystone's Cyber Policy**. Please read it carefully.

Keystone have tried to make this **Policy** as straightforward as possible to understand and to use.

This **Policy** is a legal contract of insurance between the **Named Insured** and **Keystone**. It sets out important rights and obligations both for the **Insured** and for **Keystone**.

When reading this **Policy**, titles given above paragraphs and sections are used for convenience only, they do not form part of the **Policy** terms and do not affect the interpretation of the **Policy**.

Words in bold have the defined meanings they are given in Section 1 of the **Policy**.

The **Policy** and the **Schedule** should be read together as if they were one document. In the event of any inconsistency or uncertainty the provisions of the **Policy** shall override the language of the **Schedule**.

Keystone have accepted risk based on the information that the **Insured** have presented to **Keystone** being a fair presentation of the **Insured's** business. If information presented by the **Insured** to **Keystone** changes prior to start of the **Period of Insurance**, the **Insured** must disclose the changes to **Keystone** before the start of the **Period of Insurance**.

If the **Insured** is unsure of what to disclose to **Keystone**, the **Insured** should contact their insurance broker who arranged this **Policy** on the **Insured's** behalf.

Notifying an Incident

To report a **Cyber Event**, **Cyber Business Interruption Event**, **Cyber Claim** or **Media Claim** to **Keystone**, call Kennedy's Krisis hotline: (03) 9498 6688 or (02) 8215 5979.

This number is provided for the **Insured** to tell **Keystone** about actual, alleged or suspected **Cyber Events**, **Cyber Business Interruption Events**, **Cyber Claims** or **Media Claims**. Please note it is not a general IT helpline.

It is important that the **Insured** comply with their rights and obligations under this **Policy** when making or notifying an incident. Therefore, the **Insured** should familiarise themselves with the requirements set out in Section 6 of this **Policy**. Please contact the **Insured's** insurance broker should the **Insured** have any questions about the **Insured's** rights and obligations under this **Policy**, or anything else relating to it.

The **Policy** conditions oblige the **Insured** to give **Keystone**, or anyone appointed by **Keystone**, all the assistance, cooperation and information reasonably required. Ideally, as part of an initial notification, the **Insured** should provide:

- the **Insured's** name, postal and email addresses and the **Insured's** contact number
- policy number
- the date of the incident
- the cause of the incident if known
- details of loss or damage or claim value if known
- the crime reference number where applicable
- names and addresses of any other parties involved if known.

Kennedy's Krisis hotline is provided by Kennedy's incident managers who keep **Keystone** involved in matters relating to the **Insured's** incident and who are available to support the **Insured** once **Keystone** recognise the **Insured's** incident.

Kennedy's incident managers can appoint and manage other specialists (including lawyers, legal advisers, loss adjusters, IT forensics experts, forensic accountants, public relations advisers, credit and identify monitoring services providers) to help the **Insured** respond to and recover from a cyber incident.

Incident Response Process Overview



Contact Kennedys

Insured contacts Kennedys via:

- Krisis 24/7 hotline: (03) 9498 6688 or (02) 8215 5979
- Email: apac.cyber@kennedyslaw.com



Initial briefing call 2 hours

- Call the insured within two hours
- Confirm insured and policy details
- Obtain a briefing on background and status of the incident
- Discuss potential service providers to be involved in response
- Discuss immediate steps to be taken



Assemble incident response team 4 hours

- Brief **Keystone** and confirm coverage
- Engage insured and take instructions
- Assemble list of contacts
- Contact and brief IT forensics provider
- Contact other service providers as necessary



Initial assessment 24 hours

- Make initial assessment on whether incident involves a notifiable data breach
- Provide preliminary advice to insured and **Keystone**
- Provide incident response plan for approval by all parties



Investigation Ongoing

- Co-ordinate the investigation by IT forensics provider
- Regularly brief parties on progress



Notification Ongoing

- Advise on whether incident involves a notifiable data breach
- Draft notifications for approval by insured and **Keystone**
- Assist with notification process



Ongoing assistance Ongoing

- Assist with responding to regulator queries and investigations
- Advise on legal risks including likelihood of third party claims

Wording

The **Insured** and **Keystone** agree that **Keystone** will provide insurance in accordance with the terms of this **Policy** upon payment of the **Premium** as shown in the **Schedule**, and upon submission by the **Insured** of the **Proposal**, the contents of which **Keystone** will rely upon.

1. Definitions

- 1.1 Computer System** means electronic devices (including the software on such devices) for storing and processing data that are owned, operated or controlled by the **Named Insured** and/or any **Subsidiary**, including:
- 1.1.1** all connected peripheral devices; and
 - 1.1.2** smartphones, tablets or similar devices.
- 1.2 Cyber Business Interruption Costs** means **Income Loss** and **Extra Expense** incurred during the **Period of Restoration** after the **Waiting Period** due to the degradation, total or partial interruption or suspension of the **Insured's** business as a direct result of a **Cyber Business Interruption Event**.
- Cyber Business Interruption Costs** will not mean:
- 1.2.1** any liability to third-parties;
 - 1.2.2** legal costs or expenses of any type;
 - 1.2.3** costs to update, upgrade, enhance or replace any **Computer System** or program to a level beyond that which existed prior to the **Data Breach** or **Cyber Business Interruption Event**;
 - 1.2.4** **Income Loss** or **Extra Expense** due to unfavourable business conditions;
 - 1.2.5** costs to identify or remove software program errors or vulnerabilities; or
 - 1.2.6** contractual penalties.
- 1.3 Cyber Business Interruption Event** means any actual degradation, total or partial interruption or suspension of a **Computer System** as a direct result of a **Data Breach** and/or **Computer System Security Failure** and/or deliberately flooding and overloading the **Computer System** with superfluous requests.
- 1.4 Cyber Claim** means:
- 1.4.1** a written assertion of liability or potential liability, or any written demand for financial compensation or injunctive relief (or any notification of a potential demand) made against the **Insured**; and/or
 - 1.4.2** a written notification of any **Regulatory Investigation** made against the **Insured** arising out of a **Cyber Event**.
- 1.5 Cyber Claim Defence Costs** means all reasonable and necessary fees, costs and expenses (including legal fees and the fees of forensic or other experts) incurred by **Keystone** (or by the **Insured** but only with **Keystone's** prior written consent) to investigate, defend and appeal a **Cyber Claim**.
- Cyber Claim Defence Costs** will not mean:
- 1.5.1** the **Insured's** overhead costs, general business expenses, salaries or wages incurred by the **Insured**; or
 - 1.5.2** the defence of any criminal investigation, criminal action or criminal proceeding.
- 1.6 Cyber Emergency Services** means the following, provided by an outside third-party appointed by **Keystone**:
- 1.6.1** legal services:
 - 1.6.1.1** providing the **Insured** with legal advice in connection with the investigation of an actual or suspected **Data Breach**;
 - 1.6.1.2** assisting the **Insured** with the preparation of notifications to regulators and impacted individuals; and

- 1.6.1.3 determining and pursuing the **Insured's** indemnification rights under a written agreement with a third-party.
 - 1.6.2 computer forensic analysis:
 - 1.6.2.1 investigating the cause of an actual or suspected **Data Breach**;
 - 1.6.2.2 determining the information impacted by a **Data Breach**; and
 - 1.6.2.3 stopping or containing a **Data Breach**.
 - 1.6.3 notification services:
 - 1.6.3.1 notifying individuals, regulators or others as required by law; and
 - 1.6.3.2 voluntarily notifying individuals impacted by a **Data Breach**.
 - 1.6.4 call centre services:
 - 1.6.4.1 contracting with a call centre to answer questions from individuals impacted by a **Data Breach**.
 - 1.6.5 identity protection services:
 - 1.6.5.1 providing individuals impacted by a **Data Breach** with one year (or more as required by law) of services to monitor, restore and/or protect their credit or identity.
 - 1.6.6 cyber extortion services:
 - 1.6.6.1 establishing the nature of the **Cyber Extortion Event** against the **Insured**;
 - 1.6.6.2 determining that the threat is genuine and not a hoax;
 - 1.6.6.3 negotiating a resolution and paying, where legal to do so a ransom demand.
 - 1.6.7 crisis management and public relations services:
 - 1.6.7.1 assisting the **Insured** in re-establishing the **Insured's** business reputation;
 - 1.6.7.2 responding to media reports regarding a **Data Breach**;
 - 1.6.7.3 advising the **Insured** on reducing the likelihood or costs of any **Cyber Event Costs** otherwise covered by this **Policy**; and
 - 1.6.7.4 issuing statements via email or via the **Insured's** website regarding a **Data Breach** to non-impacted individuals.
- 1.7 **Cyber Event** means any actual:
 - 1.7.1 **Data Breach**:
 - 1.7.1.1 any personal **Data Breach** as defined under the *Privacy Act 1988 (Cth)*, as amended, or any similar legislation concerning the control and use of personally identifiable financial, medical or other sensitive information; or
 - 1.7.1.2 any acquisition, access or disclosure of confidential corporate information by a person or entity unauthorised by the **Insured**.
 - 1.7.2 **Computer System Security Failure**:
 - 1.7.2.1 any failure to secure the **Computer System**.
 - 1.7.3 **Cyber Extortion Event**:
 - 1.7.3.1 a threat from a third-party to intentionally attack the website or computer system(s) or to publicly disclose confidential corporate information or **Personally Identifiable Information** misappropriated from the **Named Insured** and/or any **Subsidiary** if money, including any form of crypto currency, is not paid.
- 1.8 **Cyber Event Costs** means:
 - 1.8.1 the reasonable and necessary costs to provide **Cyber Emergency Services**.
 - 1.8.2 reasonable and necessary **Data Recovery Costs**.
- 1.9 **Cyber Loss/Losses** means:
 - 1.9.1 **Cyber Claim Defence Costs, Damages** and **PCI Assessments** because of a **Cyber Claim** made against the **Insured**;
 - 1.9.2 **Cyber Claim Defence Costs** and **Penalties** because of a **Regulatory Investigation** initiated against the **Insured**.

1.10 Damages means a monetary judgment or monetary award that the **Insured** is legally obligated to pay (including pre- or post-judgment interest and claimant's legal fees) or a monetary settlement agreed by the **Insured** and **Keystone**.

Damages will not mean:

- 1.10.1** fines, **Penalties**, taxes, sanctions;
- 1.10.2** **PCI Assessments**;
- 1.10.3** any punitive, exemplary, or multiple damages; **Keystone** will, however, pay punitive or exemplary damages to the extent they are insurable in any applicable jurisdiction that most favours coverage;
- 1.10.4** the return or reduction of fees, commissions, profits, or charges for goods provided or services rendered;
- 1.10.5** restitution, disgorgement of profits, or unjust enrichment;
- 1.10.6** the cost of complying with injunctive or equitable relief;
- 1.10.7** amounts the **Insured** agree to indemnify; however, this will not apply to amounts the **Insured** would have otherwise been liable to pay in the absence of such agreement to indemnify; or
- 1.10.8** any coupons, discounts, prizes or other incentives (not including the **Insured's** profits), unless agreed in advance by **Keystone** at **Keystone's** discretion.

1.11 Data Asset means any electronic data or software of the **Computer Systems** of the **Named Insured** and/or any **Subsidiaries**.

1.12 Data Recovery Costs means:

1.12.1 reasonable and necessary expenses incurred by the **Insured** with **Keystone's** prior consent to replace, restore or repair a **Data Asset** to the same standard as before it was damaged, destroyed, deleted, altered or corrupted as a result of a **Computer System Security Failure** or **Data Breach**;

or

1.12.2 with respect to a **Data Asset** that the **Named Insured** and/or any **subsidiaries** are unable to access, the lesser of the reasonable and necessary expenses incurred by the **Insured** to:

- 1.12.1.1** regain access to such **Data Asset**; or
- 1.12.1.2** restore such **Data Asset** from back-ups or originals, or recreate from other sources, to the level or condition the **Data Asset** existed prior to the inability of the **Named Insured** and/or any **Subsidiaries** to access it;

If such **Data Asset** cannot reasonably be replaced, restored, repaired or recreated, then **Data Recovery Costs** means the reasonable and necessary expenses incurred by the **Named Insured** and/or any **Subsidiaries** to reach that determination.

Data Recovery Costs will not mean:

- 1.12.3** amounts to identify or remediate software program errors or vulnerabilities;
- 1.12.4** the economic value of any **Data Asset**, including trade secrets;
- 1.12.5** costs to restore, update or replace any **Data Asset** to a level beyond which existed prior to the **Data Breach** or **Computer System Security Failure**;
- 1.12.6** costs to research or develop any **Data Asset**;
- 1.12.7** any liability to third-parties; or
- 1.12.8** legal costs of any type.

1.13 Data Subject is a person about whom personal data is being collected, processed and stored.

1.14 Endorsement means any document which is described as an endorsement to this **Policy** and intends to vary it.

1.15 Extra Expense means additional costs incurred by the **Insured** to minimise the suspension or interruption of the **Insured's** business and to continue operations during the **Period of Restoration** that are over and above the costs that the **Insured** reasonably and necessarily would have incurred to conduct the **Insured's** business had no **Data Breach** or **Computer System Security Failure** occurred.

- 1.16 Excess** means the amount shown in the **Schedule** including the basis upon which such excess operates.
- 1.17 Income Loss** means loss of revenue of the **Named Insured** and/or any **Subsidiaries** minus all costs saved.
- 1.18 Indemnity Period** means the period of time shown on the **Schedule**.
- 1.19 Insured/the Insured's** means:
- 1.19.1** the **Named Insured** and any **Subsidiaries**;
 - 1.19.2** an officer or director of the **Named Insured** and/or any **Subsidiaries**, but only with respect to the performance of his or her duties as such on behalf of the **Named Insured** and/or any **Subsidiaries**;
 - 1.19.3** an employee of **Named Insured** and/or any **Subsidiaries**, including any part-time, temporary or leased employee, but only with respect to the performance of their duties as such on behalf of **Named Insured** and/or any **Subsidiaries**;
 - 1.19.4** in the event the **Named Insured** is a partnership, limited liability partnership or limited liability company, a general or managing partner, principal or owner, but only with respect to the performance of their duties as such on behalf of the **Named Insured** and/or any **subsidiaries**;
 - 1.19.5** any person who previously fell within the definition of **Insured** under the paragraphs above, but only with respect to the performance of his or her duties as such on behalf of the **Named Insured** and/or any **Subsidiaries**.
- 1.20 Keystone** means Keystone Underwriting Pty Ltd ABN 78 601 944 763 as Corporate Authorised Representative (No. 000468712) of Keystone Underwriting Australia Pty Ltd ABN 59 634 715 674 AFSL 518224 which is acting on behalf of **Underwriters**.
- 1.21 Media Claim** means:
- 1.21.1** any written assertion of liability or potential liability, or any written demand for financial compensation, or injunctive relief made against the **Insured** arising out of the **Insured's Media Materials**; or
 - 1.21.2** any written retraction or correction demand arising out of the **Insured's Media Materials**.
- 1.22 Media Claim Defence Costs** means all reasonable and necessary fees, costs and expenses incurred by **Keystone** (or by the **Insured** but only with **Keystone's** prior written consent) to investigate, defend and appeal a **Media Claim** made against the **Insured**.
- Media Claim Defence Costs** will not mean:
- 1.22.1** the **Insured's** overhead costs, general business expenses, salaries or wages incurred by the **Insured**; or
 - 1.22.2** the defence of any criminal investigation, criminal action or criminal proceeding.
- 1.23 Media Losses** means:
- 1.23.1** **Media Claim defence costs**; and
 - 1.23.2** **Damages** payable because of a **Media Claim** made against **Insured**.
- 1.24 Media Materials** means content, regardless of format, created by **Insured** and distributed by **Insured** or on the **Insured's** behalf by email, intranet, extranet or website.
- Media Materials** will not mean:
- 1.24.1** content created or professional advice provided by the **Insured** for a third party;
 - 1.24.2** industrial, architectural or tangible product designs or plans;
 - 1.24.3** trading, business or company names;
 - 1.24.4** product names, product packaging, product labelling or product images;
 - 1.24.5** software products;
 - 1.24.6** patents;
 - 1.24.7** trademarks;
 - 1.24.8** domain names or URLs; or
 - 1.24.9** false or misleading advertising.
- 1.25 Merchant Services Agreement** means any agreement between the **Named Insured** and/or any **Subsidiaries** and a credit or debit card company, credit or debit card processor, financial

institution, or independent sales organisation which allows the **Named Insured** and/or any **Subsidiaries** to accept payment by credit card, debit card or prepaid card.

- 1.26 Named Insured** means the entity named in the **Schedule**.
- 1.27 Overall Policy Limit** means the limit shown in the **Schedule**.
- 1.28 PCI Assessments** means all amounts that the **Insured** are legally obligated to pay under a **Merchant Services Agreement** following a **Data Breach** or **Computer System Security Failure** impacting credit, debit or prepaid card information, including:
- 1.28.1** monetary assessments (including for operational expenses and fraud recoveries) and case management fees;
 - 1.28.2** contractual fines or Penalties for non-compliance with the PCI Data Security Standards ('PCI DSS'); and
 - 1.28.3** fees for a mandatory audit following a **Data Breach** to show that the **Named Insured** and/or any **Subsidiaries** are PCI DSS compliant.
- 1.29 Penalties** means any monetary amounts imposed in a **Regulatory Investigation** to the extent insurable by law.
- Penalties** will not mean costs to comply with injunctive relief; costs to establish or improve security or privacy practices; or audit, reporting, or compliance costs.
- 1.30 Period of Restoration** means the time period that:
- 1.30.1** begins on the date and time that the actual interruption, suspension or degradation of the **Named Insured** and/or any **Subsidiaries'** business first occurred; and
 - 1.30.2** ends on the date and time that the actual interruption, suspension or degradation of the **Named Insured** and/or any **Subsidiaries'** business ends, or could have ended had **Insured** acted with due diligence and dispatch provided that in no event shall the **Period of Restoration** exceed the **Indemnity Period**.
- 1.31 Period of Insurance** means the period of time shown on the **Schedule**.
- 1.32 Personally Identifiable Information** means any information from which an individual may be reasonably identified or contacted including an individual's name, telephone number, email address, tax file number, healthcare data, passport details, drivers licence or any other non-public personal information as defined under legislation or regulation (including any amendments thereto) concerning the control and use of Personally Identifiable Information.
- Personally Identifiable Information** does not include information that is lawfully available to the general public for any reason, including government records.
- 1.33 Policy** means the **Schedule**, the terms of this document and any **Endorsement**.
- 1.34 Premium** means the amount specified in the **Schedule**.
- 1.35 Regulatory Investigation** means a request for information or an assertion of liability by a governmental entity in its official capacity.
- 1.36 Schedule** means the schedule attaching to and forming part of this **Policy**, including any **Policy** schedule substituted for the original schedule, duly signed and dated by our authorised officer.
- 1.37 Sublimit** means a limit as shown in the **Schedule** concerning a particular insuring section. A **Sublimit** is part of the aggregate **Policy** limit.
- 1.38 Subsidiary** means:
- 1.39.1** any entity in which, on or prior to the effective date of the **Period of Insurance**, either directly or indirectly through one or more **Subsidiaries**, the **Named Insured**:
 - 1.39.1.1** owns more than fifty percent (50%) of the issued and outstanding voting securities or;
 - 1.39.1.2** has the right to elect or appoint such entity's board of directors or equivalent management structure ('effective control');
 - 1.39.2** any entity of which the **Named Insured** acquires effective control, and whose revenues:
 - 1.39.2.1** do not exceed 10% of current annual revenues of the **Named Insured**; or

- 1.39.2.2 if they do exceed 10% of current annual revenues of the **Named Insured**, but only if within 60 days of such acquisition the **Named Insured**:
- 1.39.2.2.1 provides **Keystone** with written notice of such acquisition and any related information; and
- 1.39.2.2.2 pays **Keystone** any additional premium and accepts any special terms, conditions, and exclusions that **Keystone** require.

However, this **Policy** will only cover **Cyber Event Costs**, **Cyber Business Interruption Costs**, **Cyber Losses** and **Media Losses** resulting from acts, errors, omissions, incidents or events occurring while the **Named Insured** had effective control of such **Subsidiary**.

An entity is no longer a **Subsidiary** once the **Named Insured** ceases to have effective control of such entity (either directly or indirectly, through one or more **Subsidiaries**).

This **Policy** will not respond to **Cyber Event Costs** or **Cyber Business Interruption Costs** incurred or **Cyber Claims** or **Media Claims** made against an entity after it ceases to be a **Subsidiary**.

1.39 **Underwriters** means certain Underwriters at Lloyd's participating in this contract of insurance.

1.40 **Waiting Period** means the period of time shown in the **Schedule**.

2. Insuring Clauses

Keystone agree to provide **Insured** the cover set out below, subject to the **Overall Policy Limit** and subject to any applicable **Sublimits**, the **Waiting Period**, the **Excess** and all the terms, conditions, limitations and exclusions of this **Policy**. **Keystone** do so in consideration of the **Premium Keystone** have charged and in reliance on the information that **Insured** have provided to **Keystone**.

Cyber Event

- 2.1 If, during the **Period of Insurance** the **Insured** discovers and notifies **Keystone** of a **Cyber Event**, in response **Keystone** will:
- 2.1.1 appoint suitably qualified professional(s) from **Keystone's** panel to perform **Cyber Emergency Services** for the **Insured**; and
- 2.1.2 pay the **Insured's Cyber Event Costs**.

Cyber Business Interruption Event

- 2.2 If, during the **Period of Insurance** the **Insured** discovers and notifies **Keystone** of a **Cyber Business Interruption Event**, **Keystone** will pay the **Insured's Cyber Business Interruption Costs**.

Cyber Claims

- 2.3 If, during the **Period of Insurance**, a **Cyber Claim** is made against the **Insured** and the **Insured** reports it to **Keystone** during the **Period of Insurance**, **Keystone** will pay the **Insured's Cyber Losses**.

Media Claims

- 2.4 If, during the **Period of Insurance**, a **Media Claim** is made against the **Insured** and the **Insured** reports it to **Keystone** during the **Period of Insurance**, **Keystone** will pay the **Insured's Media Losses**.

3. Optional Extension

Definitions Specific to this Cyber Financial Loss Optional Extension

- 3.1 For the purposes of this Optional Extension the definition of **Cyber Event** is amended to include **Cyber Financial Loss Event**.

Cyber Financial Loss Event means the loss, theft or transfer of the funds, monies or securities of:

- 3.1.1 the **Named Insured** and/or any **Subsidiaries**; or

- 3.1.2** others in the care, custody, or control of the **Named Insured** or any **Subsidiaries** that is the result of:
- 3.1.1.1** a **Computer System Security Failure**; or
 - 3.1.1.2** fraud committed by any electronic impersonation of the **Insured**.
- 3.2** For the purposes of this Optional Extension the definition of **Cyber Event Costs** is amended to include **Cyber Financial Losses**.
- Cyber Financial Losses** means the value (net of any recoveries) of the lost, stolen or transferred funds, monies or securities as a result of a **Cyber Financial Loss Event**. The value of any **Cyber Financial Loss** will be based on the value of the funds, monies or securities at the time the **Named Insured** and/or any **Subsidiary** was defrauded or the transfer took place.
- 3.3** **Tested** means:
- 3.1.1** a method of authenticating:
 - 3.1.1.1** the identity of the originator of an instruction, message, information or payment; and
 - 3.1.1.2** the contents of an instruction, message, information or payment; and
 - 3.1.1.3** that the contents of an instruction, message, information or payment have not been altered or modified during transmission, including the use of digital signatures, public key cryptography, asymmetric cryptography, a Personal Identification Number (PIN), or other similar technologies or encryption methods; and
 - 3.1.2** the use of a call back to an authorised person, other than the individual initiating the communication, to authenticate the contents of a communication where such communication is a voice communication made over the telephone or by Voice over Internet Protocol (VoIP), or other forms of Internet Protocol or broadband telephony; and
 - 3.1.3** in relation to communications with private customers or clients, the use of pre-agreed security information.

Amendment Specific to this Cyber Financial Loss Optional Extension

- 3.4** The following Exclusion is deleted for the cover provided under this Optional Extension only:
- 3.4.1** based upon or arising out of any actual or alleged loss, theft or transfer of the **Insured's** funds, monies or securities, or the funds, monies, or securities of others in the **Insured's** care, custody, or control, or in the care, custody or control of any third-party for whom the **Insured** is legally liable, including the value of any funds, monies or securities transferred by the **Insured** or others on the **Insured's** behalf.

Conditions Specific to this Cyber Financial Loss Optional Extension

- 3.5** The following are conditions precedent to **Keystone's** payment of any **Cyber Financial Losses** under this **Policy**:
- 3.5.1** **Keystone** must inform, or allow **Keystone** to inform, the appropriate law enforcement authorities of the **Cyber Financial Loss**;
 - 3.5.2** the **Insured** must keep **Keystone** fully informed of all developments concerning the **Cyber Financial Loss**; and
 - 3.5.3** any recoveries of **Cyber Financial Losses** shall first be paid to **Keystone** to reimburse **Keystone** for amounts paid under this Optional Extension.
 - 3.5.4** the **Insured** must be able to demonstrate to **Keystone** that any instructions received by the **Insured** were **Tested** prior to being actioned.

Exclusions Specific to this Cyber Financial Loss Optional Extension

- 3.6** This **Policy** does not apply to and **Keystone** will have no obligation to pay any **Cyber Financial Loss Event** based upon or arising out of any:
- 3.6.1** account withdrawal or funds transfer made by the absence of or failure to have a clear segregation of duties and procedures in connection an account withdrawals or fund transfers in excess of \$1,000 in value;
 - 3.6.2** funds transfers to a new account unless there has been an independent method of authenticating the contents of a communication. For the avoidance of doubt an email instruction to transfer funds to a new account needs to be tested by a phone call to confirm the request is authentic.

4. Exclusions

This **Policy** does not apply to and **Keystone** will have no obligation to pay any **Cyber Event Costs**, **Cyber Business Interruption Costs**, **Cyber Losses** and/or **Media Losses**:

- 4.1 based upon or arising out of any **Cyber Claims** or **Media Claims** against any person made by or on behalf of:
 - 4.1.1 the **Insured**; however, this exclusion will not apply to a **Cyber Claim** brought by an employee alleging injury resulting from a data breach;
 - 4.1.2 any entity in which the **Insured** directly or indirectly holds more than a 15% ownership interest, or that the **Named Insured** and/or any **Subsidiary** directly or indirectly manages, controls, or operates, in whole or in part; or
 - 4.1.3 any person or entity that directly or indirectly holds more than a 15% ownership interest in the **Named Insured** and/or any **Subsidiaries**, or that directly or indirectly owns, manages, controls, or operates the **Named Insured** and/or any **subsidiaries**, in whole or in part;
- 4.2 based upon or arising out of any actual or alleged failure or interruption of service provided by an internet service provider, telecommunications provider, utility provider or other infrastructure provider;
- 4.3 based upon or arising out of any actual or alleged repair, upgrade, correction, recall, replacement, withdrawal, removal or disposal costs incurred by the **Insured** or others;
- 4.4 based upon or arising out of:
 - 4.4.1 any prior or pending litigation, **Cyber Claim** and/or **Media Claim**, written demand, arbitration, administrative or regulatory investigation which was filed or commenced against the **Insured** and of which the **Insured** had notice prior to the first date of the **Period of Insurance** shown in the **Schedule**;
 - 4.4.2 any actual or alleged matter that prior to the first date of the **Period of Insurance** with **Keystone** that the **Insured** knew or reasonably ought to have known would be likely to lead to a **Cyber Event**, **Cyber Business Interruption Event**, **Cyber Loss** and/or **Media Loss**; or
 - 4.4.3 any **Cyber Event**, **Cyber Business Interruption Event**, **Cyber Loss** and/or **Media Loss**, or potential **Cyber Loss** and/or potential **Media Loss** which has been the subject of any written notice given under any other insurance policy before the inception of this **Policy**;
- 4.5 with respect to **Cyber Extortion Services** only, based upon or arising out of a fraudulent or criminal act committed by or in collusion with an employee, member, trustee, director or officer of the **Named Insured** and/or any **Subsidiaries**;
- 4.6 with respect to **Business Interruptions Costs** and **Data Recovery Costs** only, based upon or arising out of:
 - 4.6.1 any seizure, confiscation, nationalisation, destruction or loss of use of **Computer Systems** or **Data Assets** due to any action by a government body;
 - 4.6.2 the bankruptcy, financial impairment or insolvency of the **Named Insured** and/or any **Subsidiaries** or other person or entity;
 - 4.6.3 ordinary wear and tear or gradual deterioration of the physical components of a **Computer System**; or
 - 4.6.4 based upon or arising out of physical cause or nature peril, including, but not limited to, fire, wind, water, flood, subsidence, earthquake or act of God;
- 4.7 based upon or arising out of any actual or alleged loss, theft or transfer of the **Insured's** funds, monies or securities, or the funds, monies, or securities of others in the **Insured's** care, custody, or control, or in the care, custody or control of any third-party for whom the **Insured** are legally liable, including the value of any funds, monies or securities transferred by the **Insured** or others on the **Insured's** behalf;
- 4.8 based upon or arising out of any contractual liability or obligation; however, this exclusion shall not apply to:
 - 4.8.1 **Cyber Event Costs** or **Cyber Losses** resulting from a **Data Breach**;

- 4.8.2 the extent the **Insured** would have been liable in the absence of such contract or agreement; or
- 4.8.3 any obligation of the **Named Insured** and/or any **Subsidiaries** to indemnify a third-party in connection with a **Data Breach** or **Computer System Security Failure** committed by the **Insured** or by anyone on the **Insured's** behalf;
- 4.9 based upon or arising out of any actual or alleged:
 - 4.9.1 collection of **Personally Identifiable Information** by the **Insured** (or others on the **Insured's** behalf) without the knowledge or permission of the persons to whom such information relates; or
 - 4.9.2 the use, by the **Insured** or (others on the **Insured's** behalf) of **Personally Identifiable Information** in violation of any law;
- 4.10 based upon or arising out of any actual or alleged unfair competition, deceptive trade practices, restraint of trade or antitrust legislation or regulation; however, this exclusion shall not apply to a **Regulatory Investigation** resulting from a **Data Breach** or **Computer System Security Failure**;
- 4.11 based upon or arising out of any actual or alleged false or misleading advertisement;
- 4.12 based upon or arising out of any actual or alleged collusion, extortion, or threatened violence, violation of racketeering or conspiracy law. This exclusion will not apply to **Cyber Extortion Services**;
- 4.13 based upon or arising out of any:
 - 4.13.1 fraudulent, dishonest, criminal, malicious or reckless conduct or conduct intended to cause harm to another person or business;
 - 4.13.2 intentional **Computer System Security Failure** or **Data Breach**;
 - 4.13.3 any knowing or wilful violation of a law;
 - 4.13.4 any gaining of any profit, remuneration or financial or non-financial advantage by the **Insured** to which the **Insured** were not legally entitled to,

but only if committed by a board member, trustee, director or officer of the **Named Insured** and/or any **Subsidiaries** or committed by another whose conduct or violation of the law a board member, trustee, director or officer of the **Named Insured** and/or any **Subsidiaries** have ratified or actively condoned.

This exclusion will not apply to any **Cyber Claim** or **Media Claim** unless such conduct or wilful violation of law has been established by a final adjudication in any judicial, administrative, or alternative dispute resolution proceeding, or by the **Insured's** own admission in a proceeding or otherwise, at which time the **Insured** will reimburse **Keystone** for all payments made in connection with such conduct or wilful violation of the law, and **Keystone's** duties in respect of that entire **Cyber Claim** and/or **Media Claim** will cease;
- 4.14 based upon or arising out of any actual or alleged:
 - 4.14.1 violation of any taxation or securities legislation or regulation(s);
 - 4.14.2 breach of any fiduciary duty owed by the **Insured**; or
 - 4.14.3 liability or breach of any duty or obligation owed by **Insured** as an employer; however, this exclusion will not apply to a **Cyber Claim** resulting from a **Data Breach** involving **Personally Identifiable Information** provided that no Board Director or executive officer of a **Named Insured** and/or any **Subsidiary** participated or colluded in such **Data Breach**;
- 4.15 based upon or arising out of any actual or alleged disputes with any of the present or former directors, officers, trustees, partners, joint venturers, employees, agents, or independent contractors of the **Named Insured** and/or any **subsidiaries** concerning ownership of or the exercise of rights relating to information, content, material, or services supplied to the **Insured** by any of them;
- 4.16 based upon or arising out of any actual or alleged:
 - 4.16.1 harassment, wrongful termination, retaliation or discrimination; or
 - 4.16.2 liability or breach of any duty or obligation owed to the **Named Insured** and/or any **Subsidiaries** and/or its shareholders by any current or former board members, trustees, directors or officers of the **Named Insured** and/or any **Subsidiaries**;

- 4.17 based upon or arising out of any actual or alleged pollution, contamination, seepage or toxic exposure;
- 4.18 based upon or arising out of any actual or alleged damage to, or destruction or loss of use of any tangible property; however, this exclusion will not apply to damage to, loss of or destruction of electronic data;
- 4.19 based upon or arising out of proceedings brought against the **Insured** in any Court of Law in the United States of America or Canada;
- 4.20 based upon or arising out of bodily injury;
- 4.21 based upon or arising out of advertising services performed by the **Insured** on the **Insured's** internet website on behalf of others;
- 4.22 based upon or arising out of the sale of non-public data to any third party without the permission of the **Data Subject**;
- 4.23 based upon or arising out of any actual or alleged theft, infringement, dilution, violation or misappropriation of any patent or trade secret. However, this exclusion shall not apply to any **Cyber Claims** or **Media Claims** alleging the inadvertent disclosure of a trade secret;
- 4.24 based upon or arising out of war including undeclared or civil war, terrorism, warlike action by a military force or other authority using military personnel or other agents, or insurrection, rebellion, revolution, riot, usurped power or action taken by governmental authority or any other political or terrorist organisation in hindering or defending against any of these;
- 4.25 based upon or arising out of any actual or alleged:
 - 4.25.1 breach of any warranty, guarantee, or promise of fitness or suitability, whether express or implied; or
 - 4.25.2 inaccurate, inadequate or incomplete description of the price of any goods or services offered by the **Insured**; or
 - 4.25.3 failure of any goods, products or services to conform with an advertised quality or performance;
- 4.26 based upon or arising out of the **Insured** storing payment card details;
- 4.27 based upon or arising out of the **Insured** collecting personally identifiable information relating to race, political or religious beliefs; sexual orientation; or criminal convictions;
- 4.28 based upon or arising out the failure of the **Insured** to have password protection on any portable computing device or media containing data in an electronic format (such as laptops, tablets, smartphones and memory sticks), unless the data stored on such device or media are stored in an encrypted format;
- 4.29 based upon or arising out the failure of the **Insured** to use commercially licensed antivirus software.

5. Conditions

Generally

- 5.1 Whether entirely or partly covered by this **Policy** and regardless of whether the allegations against the **Insured** are well-founded, **Keystone** have the right (but are not required) to defend and settle any **Cyber Claim** or **Media Claim** made against the **Insured** and appoint lawyers or other representatives for this purpose.
- 5.2 **Keystone's** rights and obligations in relation to the defence and settlement of any **Cyber Claim** and **Media Claim** end upon exhaustion of the **Overall Policy Limit**.
- 5.3 The **Insured** must pay any applicable **Excess** or bear any applicable **Waiting Period** before **Keystone** pay the **Insured's Cyber Event Costs, Cyber Business Interruption Costs, Cyber Losses** or **Media Losses**. The **Insured** agrees that **Excesses** cannot be insured and must be borne by the **Insured**.

- 5.4 Regardless of the number of:
- 5.4.1 **Cyber Events** and/or **Cyber Business Interruption Events** discovered by the **Insured** and reported to **Keystone**; and/or
 - 5.4.2 **Cyber Claims** and/or **Media Claims** that may be made against the **Insured** and reported to **Keystone**,
- the maximum amount **Keystone** will pay for all **Cyber Event Costs**, **Cyber Business Interruption Costs**, **Cyber Losses** and **Media Losses** is the **Overall Policy Limit**.
- 5.5 **Keystone** may, at **Keystone's** sole discretion, advance payment of **Cyber Event Costs**, **Cyber Losses** and/or **Media Losses** before the **Insured** pays the **Excess**, provided the **Insured** will reimburse **Keystone** as soon as **Keystone** request the **Insured** to do so.
- 5.6 The **Insured's** bankruptcy or insolvency will not relieve **Keystone** of **Keystone's** obligations under this **Policy**.

Cover in Respect of Connected Events, Losses and Claims

- 5.7 For the purposes of this **Policy**:
- 5.6.1 **Keystone** will consider all **Cyber Events**, **Cyber Business Interruption Events**, **Cyber Claims** and/or **Media Claims** arising from any single or related common nexus of fact (series of linking connections), circumstance, situation, event, transaction, cause or series of causally connected facts, events, circumstances or transactions to be:
 - 5.6.1.1 a single **Cyber Event** or **Cyber Business Interruption Event** discovered on the date the first such **Cyber Event** or **Cyber Business Interruption Event** was discovered by the **Insured**;
 - 5.6.1.2 a single **Cyber Claim** and/or **Media Claim** made against the **Insured** on the date the first such **Cyber Claim** and/or **Media Claim** was made against the **Insured**; and
 - 5.6.1.3 reported to **Keystone** on the date the first **Cyber Event**, **Cyber Business Interruption Event**, **Cyber Claim** or **Media Claim** was properly reported to **Keystone** pursuant to Section 6.1 below.

Assuming and Pursuing the Insured's Rights

- 5.8 If **Keystone** make a payment to the **Insured** or on the **Insured's** behalf under this **Policy** and the **Insured** has rights to recover some or all of that payment from a third party, **Keystone** will assume those rights.
- 5.9 It is therefore important that the:
- 5.8.1 **Insured** does everything that may be necessary to secure and preserve any subrogation rights; and
 - 5.8.2 the **Insured** do not do anything to prejudice subrogation rights without obtaining **Keystone's** consent.
- 5.10 The **Insured** will execute all pages required and do everything necessary to secure and preserve such rights including execution of documents necessary to enable **Keystone** to effectively bring proceedings in the **Insured's** name.

Any recovery up to the amount **Keystone** have paid under this **Policy** will be paid to **Keystone** first. Any remaining amounts will be paid to the **Insured**.

GST Payments

- 5.11 This section applies when **Keystone** make a payment to the **Insured** (or on behalf of the **Insured**) under the **Policy** for the acquisition of goods, services or other supplies. If **Keystone** make such payment, **Keystone** will reduce that payment by the amount of any input tax credit that the **Insured** are, or will be, or would have been entitled to, under *A New Tax System (Goods & Services Tax) Act 1999 (Cth)*, in relation to the acquisition, regardless of whether that acquisition is actually made.

Cancellation

- 5.12 This **Policy** shall terminate at the earliest of the following times, subject to any applicable laws at the expiry of the **Period of Insurance** as set out in the **Schedule**:
- 5.11.1 as agreed between the **Named Insured** and **Keystone**;
 - 5.11.2 cancellation:

- 5.11.2.1** the **Named Insured** may cancel this **Policy** by giving **Keystone** 30 days' notice at any time. If there are no **Cyber Events, Cyber Business Interruption Events, Cyber Claims or Media Claims** notified to **Keystone** under the **Policy**, **Keystone** will refund the unearned premium for the unexpired **Period of Insurance**, on a pro rata basis;
- 5.11.2.2** **Keystone** may cancel this **Policy** in any of the circumstances set out in the *Insurance Contracts Act 1984 (Cth)*. If **Keystone** cancel the **Policy**, the cancellation will take effect 60 days from the time **Keystone** receive the **Named Insured's** notification of cancelling the **Policy**. If **Keystone** cancel this **Policy**, **Keystone** will refund the premium for the unexpired **Period of Insurance** on a pro rata basis, except where a claim or circumstances has been notified to **Keystone** during the **Period of Insurance**, in which case no premium will be refunded.

Sanctions

- 5.13** Notwithstanding any other terms or conditions under this **Policy**, **Keystone** shall not indemnify the **Insured**, make payments to the **Insured** nor provide any service or benefit to the **Insured** to the extent that such cover, payment, service, benefit or business activity by the **Insured** would violate any applicable trade sanctions, economic sanctions, laws or regulations.

Valuation and Foreign Currency

- 5.14** All amounts payable under this **Policy** are expressed and payable in Australian currency. If a payment is required under this **Policy** in a currency other than Australian dollars (such as a payment in respect of **Damages** or settlement), then that payment shall be:
- 5.13.1** made in Australian dollars; and
 - 5.13.2** calculated at the cash rate of exchange for the purchase of Australian dollars in accordance with the Reserve Bank of Australia at the rate applicable on the date the final judgment is reached, the amount of the settlement is agreed upon or the other element of loss is due, respectively.

In the Event of a Dispute

- 5.15** **Keystone** agree that prior to the initiation of any litigation or other proceedings, any dispute between the **Insured** and **Keystone** arising out of, or relating to, this **Policy** will be referred to a qualified mediator in good faith to negotiate a resolution.
- 5.16** In the event **Keystone** fail to pay an amount claimed under the **Policy** and mediation cannot resolve the dispute, at the **Insured's** request, **Keystone** will agree to submit to a court of competent jurisdiction within the Commonwealth of Australia. **Keystone's** agreement does not constitute a waiver of **Keystone's** rights.
- 5.17** **Keystone** appoint the person named in the **Schedule** to accept service of process on **Keystone's** behalf.
- 5.18** This **Policy** is governed by the laws of the Commonwealth of Australia and any legal proceedings between the **Insured** and **Keystone** concerning its operation are subject to the exclusive jurisdiction of the courts of the Commonwealth of Australia.
- 5.19** Both **Keystone's** and the **Insured's** respective rights and obligations shall be interpreted in accordance with the provisions of the *Insurance Contracts Act 1984 (Cth)*.

Confidentiality

- 5.20** The existence and terms of the **Policy** shall be confidential as between the **Insured** and **Keystone** and shall not be published or disclosed except where:
- 5.19.1** the law requires disclosure in the **Insured's** financial statements or annual reports of the payment of **Premium**;
 - 5.19.2** the **Insured** has engaged advisors to assist with the **Insured's** insurance requirements (including the **Insured's** lawyer or broker); or
 - 5.19.3** **Keystone** provide written consent to the **Insured** concerning the disclosure of the existence and/or terms of this **Policy**.

Cooperation

- 5.21** The **Insured** agrees to provide **Keystone** with all information, assistance and cooperation **Keystone** (and **Cyber Emergency Services** professionals and defence counsel) may

reasonably request concerning any **Cyber Event, Cyber Business Interruption Event, Cyber Claim** and/or **Media Claim** made on the **Policy**. This includes attending hearings and assisting in securing documents, evidence and witnesses.

- 5.22 The **Insured** agrees to do nothing that may prejudice **Keystone's** rights (actual or potential) under the **Policy**.

Other Insurances

- 5.23 If any claim made under this **Policy** is also insured under any other policy of insurance entered into by the **Insured** or effected on the **Insured's** behalf or under which the **Insured** are a beneficiary, then to the extent permissible under the *Insurance Contracts Act 1984 (Cth)*, **Keystone** will only cover such claim under this **Policy** (subject to the **Policy** conditions) to the extent that the amount of it is in excess of the amount of such other insurance.

- 5.24 The **Insured** agrees to provide **Keystone** with a copy of all other policies of insurance the **Insured** hold that may respond to the claim submitted on this **Policy**.

6. The Insured's Rights and Obligations

The **Insured** cannot change, modify, or transfer any interest that the **Insured** have under this **Policy** unless these changes are made by written amendment to this **Policy** and agreed by **Keystone**.

The Events, Losses and Claims to Notify and When to do so

- 6.1 The **Insured** should notify **Keystone**, as soon as practicable and before the end of the **Period of Insurance** of any:

6.14.1 **Cyber Event**

6.14.2 **Cyber Business Interruption Event**

6.14.3 **Cyber Claim** or **Media Claim** of which a board member, trustee, director or officer, in-house counsel, risk manager, chief technology officer, chief information officer, or chief privacy officer of the **Named Insured** and/or any **Subsidiaries** has awareness.

- 6.2 The **Insured** must not make any payment, incur any expense, admit any liability or assume any obligation in relation to any **Cyber Event, Cyber Claim** or **Media Claim** without **Keystone's** prior consent.

- 6.3 Notifying **Keystone** as soon as is practicable is important. Timely notification allows **Keystone** the opportunity to appoint suitably qualified professionals to provide the **Insured** with **Cyber Emergency Services** and assistance in a timely fashion, potentially mitigating the **Insured's Cyber Event Costs, Cyber Business Interruption Costs, Cyber Loss, and/or Media Loss**.

- 6.4 In the event **Keystone** cannot agree with the **Insured** on the extent or proportion of harm, **Keystone** will appoint, at **Keystone's** expense, a mediator to resolve the disagreement, following the process at 5.15 – 5.19 above.

How to Notify Keystone of Cyber Events, Losses and Claims

- 6.5 The **Insured** must provide **Keystone** with full, timely, and accurate information about all matters, **Cyber Events, Cyber Business Interruption Events, Cyber Claims, and/or Media Claims** notified to **Keystone** under this **Policy**.

- 6.6 If the **Insured**, or anyone on the **Insured's** behalf, tries to deceive **Keystone** by deliberately giving false information in connection with a notification, **Keystone** will be immediately relieved of all **Keystone's** obligations relating to it.

- 6.7 If **Keystone** have accepted notice of any matter, **Cyber Event, Cyber Business Interruption Event, Cyber Claim, and/or Media Claim** under this **Policy**, then the **Insured** must at the **Insured's** expense:

6.7.1 give **Keystone**, or anyone appointed by **Keystone**, all the assistance, cooperation and information reasonably required;

6.7.2 do anything reasonably requested by **Keystone** to avoid, minimise, or resolve any matter, **Cyber Event, Cyber Business Interruption Event, Cyber Claim, and/or Media Claim** including paying the **Excess** when requested by **Keystone**.

The Insured's Additional Obligations Specific to Cyber Extortion Services

- 6.8** The following are conditions precedent to **Keystone's** payment of any **Cyber Extortion Services** under this **Policy**. The **Insured** must:
- 6.8.1** inform, or allow **Keystone** to inform, the appropriate law enforcement authorities of the nature of the illegal threat and ransom demand, including when and against whom it was made;
 - 6.8.2** keep **Keystone** fully informed of all developments concerning the **Cyber Extortion Event** and must obtain **Keystone's** agreement regarding the amount, timing and manner of any ransom payment prior to any ransom payment being made. In such event, at least one trustee, director, or officer of the **Insured** must agree to the ransom payment.

The Insured's Additional Obligations that are Specific to Cyber Business Interruption Costs

- 6.9** The following are conditions precedent to the payment by **Keystone** of any **Cyber Business Interruption Costs**. The:
- 6.9.1** **Insured** must complete, sign and submit to **Keystone** the **Keystone** Business Interruption Proof of Loss form within 60 days of the **Insured's** discovery of a **Cyber Business Interruption Event**.
 - 6.9.2** **Insured's** costs incurred in establishing or proving **Cyber Business Interruption Costs**, including preparing any proof of loss, are not covered under this **Policy**.
 - 6.9.3** **Insured** shall be accountable to the tax authorities for Goods and Services Tax payable under *A New Tax System (Goods & Services Tax) Act 1999 (Cth)* and all terms under this **Policy** in relation to **Cyber Business Interruption Costs** shall be exclusive of such tax.

If the Insured has a Change in Ownership

- 6.10** The **Named Insured** must notify **Keystone** as soon as practicable if the **Named Insured** and/or any **Subsidiaries** merge with, or, are acquired by another business.
- 6.11** In that event, coverage under this **Policy** will continue until the end of the **Period of Insurance**, but only with respect to **Cyber Event Costs**, **Cyber Business Interruption Costs**, **Cyber Claims** and/or **Media Claims** arising from acts, events or incidents occurring prior to the merger or acquisition. Coverage will cease with respect to any **Cyber Event Costs**, **Cyber Business Interruption Costs**, **Cyber Claims** and/or **Media Claims** arising from acts, events or incidents occurring after the merger or acquisition.

Option to Purchase Additional Notification Time

- 6.12** If this **Policy** is cancelled by the **Named Insured** or by **Keystone** or, if **Keystone** decline to invite renewal terms, the **Named Insured** has the option to purchase the Optional Notification Period Amendment.
- 6.13** The Optional Notification Period Amendment provides the **Insured** with a stated number of days beyond the date of cancellation or non-renewal during which the **Insured** can notify **Keystone** of:
- 6.13.1** **Cyber Events** and/or **Cyber Business Interruption Events** first discovered by the **Insured** during the Optional Notification Period providing they occurred prior to the cancellation or non-renewal date; and/or
 - 6.13.2** **Cyber Claims** and/or **Media Claims** first made against the **Insured** during the Optional Notification Period and arising out of **Cyber Events** or **Cyber Business Interruption Events** providing the relevant **Cyber Event** occurred prior to the cancellation or non-renewal date or the relevant **Media Materials** were created or distributed prior to the cancellation or non-renewal date.
- 6.14** The right to purchase the Optional Notification Period will lapse if the **Named Insured** does not:
- 6.14.1** within 30 days of the cancellation or non-renewal date, notify **Keystone** of their intention to purchase the Optional Notification Period Amendment; and
 - 6.14.2** pay the additional premium.
- 6.15** The effective dates of the Optional Notification Period are shown in the Optional Notification Period Amendment.

- 6.16** Purchasing the Optional Notification Period Amendment does not increase the **Overall Policy Limit**. The limit of cover available in respect of any **Cyber Event** or **Cyber Business Interruption Event** discovered by the **Insured** and in respect of any **Cyber Claim** or **Media Claim** made against the **Insured** during the Optional Notification Period shall be the amount of the **Overall Policy Limit** or, what remains of the **Overall Policy Limit**, as at the date of cancellation or non-renewal.
- 6.17** The right to purchase an Optional Notification Period Amendment will not apply if:
- 6.17.1** this **Policy** is cancelled by **Keystone** for non-payment of **Premium**;
 - 6.17.2** the **Premium** for this **Policy** has not been fully paid; or
 - 6.17.3** the **Insured** has purchased replacement coverage.

Important Information

This Policy is issued by:

Keystone Underwriting Pty Ltd ABN 78 601 944 764 (Keystone)

Keystone Underwriting Pty Ltd is a Corporate Authorised Representative (No. 000468712) of:

Keystone Underwriting Australia Pty Ltd ABN 59 634 715 674 AFS License No: 518244

Who is the Insurer?

Certain Underwriters at Lloyd's ("Underwriters") will be providing the financial service. Keystone is authorised to quote, bind and issue Certificates of Insurance under a Binding Authority Agreement (Binder) granted to Keystone by those Underwriters. Keystone will provide details of the syndicate numbers and the proportions underwritten by them on request.

General Insurance Code of Practice

Lloyd's supports the General Insurance Code of Practice and its purpose of raising the standards of practice and service in the general insurance industry.

What makes up the Insurance Contract?

This contract of insurance is made up of the Schedule, this Policy and any Endorsements that Keystone issues when an application is accepted or an existing Policy is renewed or amended.

Significant Features, Benefits and Exclusions

This Policy provides many significant features and benefits, subject to Conditions and Exclusions. Exclusions apply to this Policy and all of them are important. It is important that this Policy is read carefully to be aware of and understand the extent of cover that it offers. It will give full details of the Exclusions.

Significant Risks

The Insured should make sure that the sum insured and the limits to be purchased will be sufficient. All the terms and conditions contained in this Policy need to be understood.

Claims Made Policy

This Policy is issued by Keystone on a claims made and notified basis. This means that it only covers claims first made against an Insured during the Period of Insurance and notified to Keystone in writing during the Period of Insurance. The Policy does not provide cover for any claims made against an Insured during the Period of Insurance if at any time prior to the Period of Insurance starting, an Insured was aware of facts which might give rise to those claims being made against them.

Section 40(3) of the *Insurance Contracts Act 1984* provides that where an Insured gives notice in writing to an insurer during the Period of Insurance of facts that might give rise to a claim against the Insured, the insurer cannot refuse to pay a claim which arises out of those facts, by reason only that the claim is made after the Period of Insurance has expired.

Alteration to Risk and Deregistration

This Policy requires an Insured to notify Keystone within thirty (30) days of any material change to the business, or in the event of insolvency or bankruptcy. This Policy requires an Insured to give

immediate notice of the cancellation, suspension, termination or imposition of conditions in respect of an Insured's statutory registration. Claims arising from conduct which occurs subsequent to the cancellation, suspension or termination of the Insured's statutory registration, licence, certification or authorisation under any relevant legislation or industry code of practice governing the Insured's profession are excluded from indemnity under this Policy. However, this condition does not apply if the suspension relates purely to the late payment of registration fees.

Doctrine of Utmost Good Faith

Every insurance contract is subject to this doctrine which requires the parties to the contract to act toward each other with the utmost good faith. Failure to do so may prejudice any claims and/or the continuation of the insurance contract.

Duty of Disclosure

The Insured has a duty to tell Keystone anything they know, or could reasonably be expected to know, may affect Keystone's decision to provide cover and on what terms, before entering into an insurance contract. This duty continues until Keystone agree to provide insurance. The same duty applies before renewal, extension, variance or reinstatement of an insurance contract.

Limits of Disclosure

The Insured does not have to disclose to Keystone any matter:

- (a) that diminishes the risk to be undertaken by Keystone; or
- (b) that is of common knowledge; or
- (c) that Keystone knows or, in the ordinary course of Keystone's business, ought to know; or
- (d) for which Keystone has given a waiver.

Non-Disclosure

Keystone may cancel the Policy or reduce the amount paid to the Insured if a claim is made, or both if the Insured does not tell Keystone anything they are required to. Keystone may refuse to pay a claim and treat the contract as if it never existed if the Insured's failure to tell Keystone is fraudulent.

Change of Circumstances

The terms and conditions of this Policy will be based on information the Insured provided to Keystone. It is essential Keystone are advised of any material change that occurs to this information prior to the inception of this Policy. Failure to do so by the Insured may prejudice any subsequent claims under the Policy and/or jeopardise the continuation of the insurance contract.

Buying Insurance

Set out below are important matters that apply to the initial enquiry, buying of insurance, and renewal of cover. Defined terms are the same as in the Policy.

Information that Keystone ask

Keystone will only ask for and consider relevant information when assessing the Insured's application for cover.

Assessing Applications

The Insured will have access to information that Keystone has relied on in assessing their application and an opportunity to correct any mistakes or inaccuracies. Keystone may decline to release information in special circumstances, but will not do so unreasonably. Keystone will give reasons in these circumstances, and the Insured will have the right to request Keystone to review the decision through Keystone's complaints handling procedures. Keystone will provide reasons in writing upon request.

Mistakes

Keystone will immediately initiate action to correct an error or mistake in assessing the Insured's application for cover where it is identified.

Misrepresentation

Keystone's sales process will be conducted in a fair, honest and transparent manner.

Declining Cover

If Keystone cannot provide insurance cover, Keystone will:

- (a) give reasons; and
- (b) refer the entity/person seeking insurance to another insurer, AFCA or NIBA, for information about alternative insurance options (unless they already have someone acting on their behalf).

Keystone will make available information about Keystone's complaints handling procedures if the entity/person is unhappy with Keystone's decision.

Policy Information

Information about Keystone's policy wordings will be available when the Insured buy insurance from Keystone as well as on request. They will also be available on Keystone's website at www.keystoneunderwriting.com.au.

Subrogation

The Insured may prejudice their rights regarding a claim if, without prior approval from Keystone, the Insured makes an agreement with a third party that would prevent Keystone from recovering any applicable loss (in whole or in part) from that, or another party.

This Policy contains provisions that have the effect of excluding or limiting Keystone's liability for a claim under this Policy if you have entered into any agreement that excludes, limits or delays the Insured's right to recover damages from another party in respect of such claim.

Cost of Policy

The cost of this Policy is made up of premium plus any applicable policy fees, government taxes and charges. Keystone may cancel this Policy if the Insured fails to pay the total premium due.

Deductibles

The Insured may be required to pay a deductible or excess if a claim is made under this Policy. Details of applicable deductibles or excess are provided in the Schedule. This Policy sets out the terms relating to the payment of deductibles or excesses.

Taxation

All taxes and charges are shown as separate items (e.g. fire and emergency services levy, stamp duty depending upon location and GST).

Cooling-off Period

The Insured has the right to cancel this Policy with Keystone within 14 days of the date that the Policy is incepted, unless a claim is made. Keystone will refund the full amount of the premium less any duties or taxes payable if this cancellation occurs during the cooling-off period. This Policy will be terminated from the date Keystone receive the request to cancel.

Making a Claim

Benefits are payable if the Insured suffers a loss that is covered under this Policy during the Period of Insurance, except if an Exclusion or Condition applies. The Insured must immediately notify Keystone or their insurance adviser if there is a loss under this Policy.

Cancelling the Policy Before the Due Date

The Insured may cancel this Policy at any time by notifying us in writing, detailing the date that the cancellation will take effect. Keystone will refund any unearned premium to the Insured or their insurance adviser within 15 working days after the date of cancellation. Unearned premium will be computed pro rata for the unexpired term of this Policy, unless agreed in advance through the insurance adviser and set out in this Policy.

Privacy

Keystone are committed to safeguarding and protecting the Insured's privacy. Keystone is bound by the provisions of the *Privacy Act 1988* which sets out the standards to meet in the collection, use and disclosure of personal information.

The Act defines "personal information" as "information or an opinion about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion".

Purpose of Collection

Keystone will only use personal information the Insured provides to quote on and insure risks and matters incidental thereto, including investigating and managing claims.

It may be necessary for Keystone to provide the Insured's personal information to others, such as other insurers or reinsurers, claims investigators, lawyers and other professionals, and government bodies. Keystone will not under any circumstances trade, rent or sell the information.

Keystone cannot properly quote insurance and cannot insure the Insured if they do not provide Keystone with complete, accurate and up-to-date information. If the Insured provide Keystone with personal information about anyone else, Keystone will rely on the Insured to have told them that their information will be provided to Keystone, to whom Keystone may provide it, the purposes for which Keystone will use it and that they can access it. Keystone relies on the Insured to have obtained their consent on these matters if the information is sensitive.

Access to Information

The Insured can check the personal information Keystone holds about them at any time. Requests for access can be made in writing to:

The Privacy Officer
Keystone Underwriting Australia Pty Ltd
17/296 Bay Road
Cheltenham, VIC 3192

Keystone will keep the Insured informed of any delays in responding to the Insured's request throughout the process.

General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ("the Code"), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit www.codeofpractice.com.au.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code Governance Committee (CGC) go to www.insurancecode.org.au.

Complaints and Disputes

If you have any concerns or wish to make a complaint in relation to this policy, our services or your insurance claim, please let us know and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure. Please contact Keystone Underwriting Australia Pty Ltd in the first instance:

The Complaints Officer
Keystone Underwriting Australia Pty Ltd
17/296 Bay Road
Cheltenham, VIC 3192
Phone: 1300 946 530
Email: complaints@ksua.com.au

We will acknowledge receipt of your complaint and do our utmost to resolve the complaint to your satisfaction within 10 business days.

If we cannot resolve your complaint to your satisfaction, we will escalate your matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited
Email: ldraustralia@lloyds.com
Telephone: (02) 8298 0783
Post: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

A final decision will be provided to you within 30 calendar days of the date on which you first made the complaint unless certain exceptions apply.

You may refer your complaint to the Australian Financial Complaints Authority (AFCA), if your complaint is not resolved to your satisfaction within 30 calendar days of the date on which you first made the complaint or at any time. AFCA can be contacted as follows:

Telephone: 1800 931 678
Email: info@afca.org.au
Post: GPO Box 3 Melbourne VIC 3001
Website: www.afca.org.au

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If your complaint is not eligible for consideration by AFCA, you may be referred to the Financial Ombudsman Service (UK) or you can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to you.

The Underwriters accepting this Insurance agree that:

- (i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- (ii) any summons notice or process to be served upon the Underwriters may be served upon:
Lloyd's Underwriters' General Representative in Australia
Suite 1603
Level 16
1 Macquarie Place
Sydney NSW 2000
who has authority to accept service on the Underwriters' behalf;
- (iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this Insurance immediate notice should be given to:

Claims Department - Keystone Underwriting Australia Pty Ltd
Telephone: 1300 946 530
Email: claims@ksua.com.au