



Policy Wording

CyberEdge®

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Policy Introduction

About the Policy

Your policy is made up of this document, the **Schedule** and any Endorsements and they should all be read as one document. Your policy is a legal contract between You and the **Insurer**.

If You think that any details contained in these documents are not correct or if You need to change anything, You should ask Your insurance intermediary to tell the **Insurer**.

There are specific conditions, specific exclusions and specific definitions that only apply to a specific policy Section. In addition, there are general conditions, general exclusions, general **Claims** conditions and general definitions that are part of this policy and apply to each policy Section.

You only have cover under those Sections of the policy for which the details for that Section are completed in the **Schedule**.

Copyright

The content of this policy, including but not limited to the text and images herein, and their arrangement, is the copyright property of the **Insurer**. All rights reserved. The **Insurer** hereby authorises you to copy and display the content herein, but only in connection with the **Insurer's** business. Any copy You make must include this copyright notice. Limited quotations from the content are permitted if properly attributed to the **Insurer**; however, except as set forth above, You may not copy or display for redistribution to **Third Parties** any portion of the content of this policy without the prior written permission of the **Insurer**. No modifications of the content may be made. Nothing contained herein shall be construed as conferring by implication or otherwise any license or right under any patent, trademark, copyright (except as expressly provided above), or other proprietary rights of the **Insurer** or of any **Third Party**.

Important Notice

CLAIMS-MADE AND NOTIFIED INSURANCE

Section A Directors and Officers' Liability, Corporate Liability, Employment Practices Liability, Statutory Liability, Employers' Liability, Crime Protection, Tax Audit and Review, and Section B of this policy contains coverage on a **Claims**-made and notified basis. This means that this policy only covers **Claims** first made against You during the **Policy Period** and first notified to the **Insurer** in writing during the **Policy Period**. This policy does not provide cover for any **Claims** made against You during the **Policy Period** if at any time prior to the commencement of the **Policy Period** You became aware of facts which might give rise to those **Claims** being made against You.

Section A Directors and Officers' Liability, Corporate Liability, Employment Practices Liability, Statutory Liability, Employers' Liability, Crime Protection, Tax Audit and Review and Section B of this policy do not cover **Claims** arising out of, based upon or attributable to any:

- a) facts alleged or the same or related acts, errors or omissions alleged or contained in any **Claim** which has or should have been notified or in any circumstances of which notice has or should have been given under any policy of which this policy is a renewal or replacement or which it may succeed in time; or
- b) any pending or prior or civil, criminal, administrative or regulatory proceeding, investigation, arbitration or adjudication as of the **Continuity Date**, or alleging or deriving from the same or essentially the same facts as alleged in such actions.

YOUR DUTY OF DISCLOSURE

Before you enter into a contract of insurance with the **Insurer**, You have a duty to disclose to the **Insurer** every matter that You know, or could reasonably be expected to know, is relevant to the **Insurer's** decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to the **Insurer** before You renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require You to disclose a matter:

- that diminishes the risk to be undertaken by the **Insurer**;
- that is of common knowledge;
- that the **Insurer** knows or, in the ordinary course of business, ought to know; or
- as to which compliance with Your duty is waived by the **Insurer**.

NON-DISCLOSURE

If You fail to comply with Your duty of disclosure the **Insurer** may avoid the contract from its beginning.

For further details of the circumstances in which the **Insurer** has the ability to avoid cover, please see clause 2 of the General Provisions.

Privacy

The **Insurer** complies with the Information Privacy Principles. The Information Privacy Principles apply to any **Personal Information** collected by the **Insurer**.

PURPOSE OF COLLECTION

The **Insurer** collects **Personal Information** about You for the purposes of assessing Your application for insurance and administering Your policy. Failure to provide relevant **Personal Information** may result in the **Insurer** not being able to administer Your policy, process any **Claim** under Your policy or You may breach Your duty of disclosure.

DISCLOSURE

In the course of administering your policy the **Insurer** may disclose Your information to:

- an entity to which the **Insurer** is related either in New Zealand or overseas;
- contractors or **Third Party** providers providing services related to the administration of Your policy;
- banks and **Financial Institutions** for the purpose of processing Your application for insurance and obtaining policy payments;
- in the event of a **Claim**, assessors, lawyers, **Third Party** administrators, emergency providers and medical providers;
- **Third Party** service providers to enable the **Insurer** to advise You of their insurance products or services; and
- reinsurers for the purpose of obtaining reinsurance, if required.

The **Insurer** will only disclose Your **Personal Information** to these parties for the primary purpose for which it was collected or to enable the **Insurer** to advise You of its insurance products or services. In some circumstances the **Insurer** is entitled to disclose Your **Personal Information** to **Third Parties** without Your authorisation such as law enforcement agencies or government authorities.

ACCESS TO YOUR INFORMATION

You may gain access to Your information by submitting a written request to the **Insurer**. In some circumstances the **Insurer** may not permit access to Your **Personal Information**. Circumstances where access may be denied include where it would compromise the privacy of other individuals or where it would be unlawful.

The **Insurer** has also established an internal dispute resolution process for handling customer complaints and an access and correction procedure. Both procedures are generally free of charge however the **Insurer** reserves the right to charge for access requests in limited circumstances.

If You feel You have a complaint about the **Insurer's** information privacy principles, require assistance in lodging a privacy complaint or You wish to gain access to Your information, You may write to:

The Privacy Manager

AI G Insurance New Zealand Limited
PO Box 1745 Shortland Street
Auckland 1140
(64) 9 355 3100
privacy.officerNZ@aig.com

Your complaint will be reviewed and You will be provided with a written response. If it cannot be resolved, Your complaint will be referred to the Internal Disputes Resolution Committee who will respond within 15 business days. In either case the matter will be reviewed by a person or persons with appropriate authority to deal with the complaint. Should Your complaint not be resolved by the **Insurer's** internal dispute resolution process, You may take Your complaint to the Privacy Commissioner for review of the determination.

Dispute Resolution Process

The **Insurer** is committed to handling any complaints about its products or services efficiently and fairly.

If You have a complaint about the **Insurer's** products or services, contact Your insurance intermediary and they may raise it with the **Insurer**.

If Your complaint is not satisfactorily resolved You may request that Your matter be reviewed by management by writing to:

The Complaints Manager

AIG Insurance New Zealand Limited

PO Box 1745 Shortland Street

Auckland 1140

customerfeedbacknz@aig.com

If You are still unhappy, You may request that the matter be reviewed by the **Insurer's** Internal Dispute Resolution Committee.

The **Insurer** will respond to You with the Committee's findings within 15 business days.

If You are not satisfied with the finding of the Committee, You may be able to take Your matter to the insurance industry's independent dispute resolution body. This external dispute resolution body can make decisions with which the **Insurer** is obliged to comply.

Section A: CyberEdge Coverage

Event Management Coverage

1. Insurance Covers

1.1 EVENT MANAGEMENT

The **Insurer** will pay to or on behalf of each **Company**:

- (i) **Legal Expenses**;
- (ii) **IT Expenses**;
- (iii) **Data Recovery Expenses**;
- (iv) **Reputation Protection Expenses**;
- (v) **Notification Expenses**;
- (vi) **Credit Monitoring and ID Monitoring Expenses**;
- (vii) (if **Bricking Recovery Expenses** Cover is **Included**) **Bricking Recovery Expenses**; and
- (viii) (if First Response Cover is **Included**) **First Response Expenses**,

incurred solely as a result of an **Insured Event** which has occurred, or the **Company's Responsible Officer** reasonably believes has occurred, before or during the **Policy Period**, and of which the **Company's Responsible Officer** first becomes aware during the **Policy Period**.

First Response Expenses will only be paid by the **Insurer** to the extent that they are incurred during the period commencing when the **Company's Responsible Officer** first notifies the **First Response Advisor** of the **Insured Event** by contacting the Emergency Number specified in the schedule and continuing for the number of hours stated for the First Response Cover in the schedule.

No **Retention** shall apply to **First Response Expenses**.

2. Definitions

The following definitions are specific to this Event Management **Coverage Section**. All other definitions set out within Section 9 (Definitions) of the **General Terms and Conditions** shall apply as stated.

BREACH OF CONFIDENTIAL INFORMATION

Unauthorised access to or unauthorised disclosure of **Confidential Information**.

BRICKING RECOVERY EXPENSES

The reasonable and necessary fees, costs and expenses incurred by a **Company**, with the **Insurer's** prior written consent, on actions taken to replace any part of a **Company Computer System** on which lost, damaged, destroyed, encrypted or corrupted **Data** was stored that is no longer functional, but only:

- (i) where such actions are reasonable and are necessary to restore, recreate, repair or recollect such **Data** in accordance with subparagraph (iii) of the "**Data Recovery Expenses**" Definition; and
- (ii) to the extent that cover for such fees, costs and expenses are not available under the Network Interruption **Coverage Section**.

COMPANY COMPUTER SYSTEM

- (i) Any computer hardware, software or any components thereof that are linked together through a network of two or more devices accessible through the internet or an intranet or that are connected through **Data** storage or other peripheral devices which are owned, operated, controlled or leased by a **Company**;
- (ii) any of the foregoing computer hardware, software or components thereof which is part of an industrial control system, including a supervisory control and **Data** acquisition (SCADA) system; or
- (iii) any **Employee** "Bring Your Own Device" but only to the extent such device is used to access any of the foregoing computer hardware, software or components thereof or **Data** contained therein.

For the purposes of **Bricking Recovery Expenses** only, **Company Computer System** shall not include subparagraph (iii) above.

CONFIDENTIAL INFORMATION

Corporate Information and **Personal Information** in a **Company's** or **Information Holder's** care, custody or control or for which a **Company** is legally responsible.

CORPORATE INFORMATION

A **Third Party's** items of information that are not available to the public (including trade secrets, **Data**, designs, forecasts, formulas, practices, processes, records, reports and documents) which are subject to contractual or legal protection.

CREDIT MONITORING AND ID MONITORING EXPENSES

The reasonable and necessary fees, costs and expenses incurred by a **Company**, with the **Insurer's** prior written consent, for **Credit Monitoring and ID Monitoring Services** provided to those **Data Subjects** whose **Personal Information** is reasonably believed to have been disclosed or transmitted. Such fees, costs and expenses will only be paid by the **Insurer** for **Data Subjects** that request and/or activate the **Credit Monitoring and ID Monitoring Services** within ninety (90) days after receiving notification from the **Company** that their **Personal Information** is reasonably believed to have been disclosed or transmitted. In such a case, **Credit Monitoring and ID Monitoring Services** will only be provided to each such **Data Subject** for a period of two (2) years from the date of activation.

CREDIT MONITORING AND ID MONITORING SERVICES

Credit or identity theft monitoring services to identify possible misuse of any **Personal Information** as a result of an actual or suspected **Breach of Confidential Information**.

CYBER TERRORISM

The premeditated use of disruptive activities against a **Company Computer System** or network, or the explicit threat to use such activities, by an individual or group of individuals, whether acting alone or on behalf of or in connection with any entity or government, in each case with the intention to cause harm, further social, ideological, religious, political or similar objectives, or to intimidate any person(s) in furtherance of such objectives.

Cyber Terrorism does not include any such activities which are part of or in support of any use of military force or war.

DATA PROTECTION LEGISLATION

The Privacy Act 2020, and any subsequent legislation that alters, repeals or replaces such legislation and all other equivalent laws and regulations relating to the regulation and enforcement of **Data** protection or **Data** privacy in any country.

DATA RECOVERY EXPENSES

The reasonable and necessary fees, costs and expenses incurred by a **Company**, with the **Insurer's** prior written consent, on actions taken to:

- (i) identify lost, damaged, destroyed, encrypted or corrupted **Data**;
- (ii) determine whether any lost, damaged, destroyed, encrypted or corrupted **Data** can be restored, repaired, recollected or recreated; and
- (iii) restore, recreate, repair or recollect lost, damaged, destroyed, encrypted or corrupted **Data** to substantially the form in which it existed immediately prior to the **Insured Event**, including where necessary the cost to restore **Data** from backups or recreate **Data** from physical records.

DATA SUBJECT

Any natural person whose **Personal Information** has been either collected, stored or processed by or on behalf of a **Company**.

FIRST RESPONSE ADVISOR

The law firm specified in the schedule, or other law firms instructed by such specified law firm, or any replacement firm nominated by the **Insurer** in the event of a conflict of interest, with respect to whom a **Company** shall enter into a **Relevant Engagement**.

FIRST RESPONSE EXPENSES

The reasonable and necessary fees, costs and expenses (as determined by the **Insurer** at its sole discretion) of:

- (i) the **First Response Advisor** providing **First Response Legal Services**;
- (ii) the **First Response IT Specialist** providing **IT Services**; and
- (iii) the **Public Relations Advisor**, if its appointment is considered necessary by the **First Response Advisor** or the **Insurer**, providing **Reputation Protection Services**.

FIRST RESPONSE IT SPECIALIST

The information technology services firm appointed by the **Insurer** or **First Response Advisor**.

FIRST RESPONSE LEGAL SERVICES

- (i) legal advice and support provided pursuant to a **Relevant Engagement**;
- (ii) coordinating the **First Response IT Specialist**, and, if considered necessary by the **First Response Advisor** or **Insurer**, the **Public Relations Advisor**; and
- (iii) preparation of notices and notification to any relevant **Regulator**.

INFORMATION HOLDER

A **Third Party** that holds **Personal Information** or **Corporate Information** on behalf of a **Company**.

INSURED

A **Company**.

INSURED EVENT

- (i) A **Breach of Confidential Information**;
- (ii) a **Security Failure**; or
- (iii) in respect of **Data Recovery Expenses** only, an **Operational Failure**.

IT EXPENSES

The reasonable and necessary fees, costs and expenses (as determined by the **Insurer** at its sole discretion) of an **IT Specialist** providing **IT Services**.

IT SERVICES

The services of:

- (i) substantiating whether an **Insured Event** has occurred, how it occurred and whether it is still occurring;
- (ii) identifying any compromised **Data** resulting from an **Insured Event**;
- (iii) establishing the extent to which **Confidential Information** may have been compromised resulting from an **Insured Event**; or
- (iv) containing and resolving an **Insured Event** and making recommendations to prevent or mitigate a future occurrence of the same or similar event.

IT SPECIALIST

An information technology services firm appointed by the **Insurer**, the **Response Advisor**, or a **Company** where that firm has been approved by the **Insurer** in advance of such appointment.

LEGAL EXPENSES

The reasonable and necessary fees, costs and expenses (as determined by the **Insurer** at its sole discretion) of a **Response Advisor** providing **Legal Services**.

LEGAL SERVICES

The services of:

- (i) co-ordinating the **IT Specialist** or **Public Relations Advisor**;
 - (ii) advising, notifying and corresponding on any notification requirements with any relevant **Regulator**; or
 - (iii) monitoring complaints raised by **Data Subjects** and advising a **Company** on responses to an **Insured Event** for the purposes of minimising harm to the **Company**, including actions taken to maintain and restore public confidence in the **Company**,
- in dealing with any actual or suspected **Breach of Confidential Information** or **Security Failure**.

LOSS

Legal Expenses, IT Expenses, Data Recovery Expenses, Reputation Protection Expenses, Notification Expenses, Credit Monitoring and ID Monitoring Expenses, Bricking Recovery Expenses and First Response Expenses.

NOTIFICATION EXPENSES

The reasonable and necessary fees, costs and expenses incurred by a **Company**, with the **Insurer's** prior written consent, of:

- (i) investigating and collating information;
 - (ii) preparing notices and notifying:
 - (a) those **Data Subjects** whose **Personal Information** is reasonably believed to have been subject to unauthorised access or disclosure; and
 - (b) any **Third Party** whose **Corporate Information** is reasonably believed to have been subject to unauthorised access or disclosure; and
 - (c) any relevant **Regulator**; and
 - (iii) setting up and operating call centres,
- with regard to any actual or suspected **Breach of Confidential Information**.

OPERATIONAL FAILURE

The loss or damage to **Data** caused by:

- (i) a negligent or unintentional act or failure to act by:
 - (a) an **Insured**;
 - (b) an **Employee** of an **Insured**; or
 - (c) a third-party service provider to an **Insured**;
- (ii) the **Loss** or theft of electronic equipment; or
- (iii) a magnetic event other than:
 - (a) the use of electromagnetic or directed-energy weapons; or
 - (b) the natural deterioration of the storage media or **Data**.

PERSONAL INFORMATION

Any information relating to an identified or identifiable natural person.

Personal Information includes a natural person's name, national registration identification number, telephone number, credit card or debit card number, account and other banking information, medical information, or any other information about a natural person protected under any **Data Protection Legislation**.

PUBLIC RELATIONS ADVISOR

A consultant appointed by the **Insurer** or the **Response Advisor**, or any other consultant appointed by a **Company** that has been approved by the **Insurer** in advance of such appointment, to provide **Reputation Protection Services**.

REGULATOR

A **Regulator** established pursuant to **Data Protection Legislation** in any jurisdiction and which is authorised to enforce statutory obligations in relation to the collection, disclosure, storage, processing or control of **Confidential Information**.

Regulator includes any other government agency or authorised **Data** protection authority who makes a demand on a **Company** in relation to **Data Protection Legislation**.

RELEVANT ENGAGEMENT

A written agreement between the **First Response Advisor** and a **Company** governing the provision of the **First Response Legal Services** to the **Company**.

REPUTATION PROTECTION EXPENSES

The reasonable and necessary fees, costs and expenses (as determined by the **Insurer** at its sole discretion) of a **Public Relations Advisor** providing **Reputation Protection Services**.

REPUTATION PROTECTION SERVICES

Advice and support (including advice concerning media strategy and independent public relations services, and the design and management of a communications strategy) in order to mitigate or prevent the potential adverse effect of, or reputational damage from, media reporting of an **Insured Event**.

RESPONSE ADVISOR

Any law firm appointed by the **Insurer**, or any other law firm appointed by a **Company** that has been approved by the **Insurer** in advance of such appointment.

SECURITY FAILURE

- (i) Any intrusion of, unauthorised access (including an unauthorised person using authorised credentials) to, or unauthorised use of (including by a person with authorised access) a **Company Computer System**, including that which results in or fails to mitigate any:
 - (a) denial of service attack or denial of access; or
 - (b) receipt or transmission of a malicious code, malicious software or virus;
- (ii) The **Loss of Data** arising from the physical theft or **Loss** of hardware controlled by a **Company**; or
- (iii) the unauthorised reprogramming or corruption of software (including firmware) which renders a **Company Computer System** or any component thereof non-functional or useless for its intended purpose.

3. Exclusions

The following Exclusions are specific to this Event Management **Coverage Section**. They apply in addition to the Exclusions in Section 10 (Exclusions) of the **General Terms and Conditions**.

The **Insurer** shall not be liable for any **Loss**:

3.1 BETTERMENT

Consisting of the costs of:

- (i) updating, upgrading, enhancing or replacing a **Company Computer System** to a level beyond that which existed prior to the occurrence of an **Insured Event**, however, where **Bricking Recovery Expenses** Cover is **Included**, this Exclusion 3.1 (i) shall not apply to:
 - (a) the patching or updating of a component of the **Company Computer System** required to resolve a **Security Failure** or **Breach of Confidential Information**; or
 - (b) the replacement of a component of the **Company Computer System** required to restore, recreate, repair or recollect damaged, destroyed or corrupted **Data** which can only be reasonably replaced with an upgraded or enhanced component, but in such circumstances, only for the cost of such upgraded or enhanced component that most closely matches the functionality of the component to be replaced;
- (ii) removing software program errors or vulnerabilities.

3.2 BODILY INJURY AND PROPERTY DAMAGE

Arising out of, based upon or attributable to any:

- (i) physical injury, mental illness, sickness, disease or death; or
- (ii) **Loss**, damage or destruction of tangible property, however, where **Bricking Recovery Expenses** Cover is **Included**, this Exclusion 3.2 (ii) shall not apply to the **Loss** of use of electronic equipment caused by the reprogramming of the software (including firmware) of such electronic equipment rendering it useless for its intended purpose.

3.3 GOVERNMENT ENTITY OR PUBLIC AUTHORITY

Arising out of, based upon or attributable to any seizure, confiscation or nationalisation of a **Company Computer System** by order of any government entity or public authority.

3.4 INFRASTRUCTURE

Arising out of, based upon or attributable to any electrical or mechanical failure of infrastructure not under the control of a **Company**, including any electrical power interruption, surge, brownout or blackout, failure of telephone lines, **Data** transmission lines, or other telecommunications or networking infrastructure.

This Exclusion 3.4 shall not apply to **Loss** arising out of, based upon or attributable solely to a **Security Failure** or **Breach of Confidential Information** that is caused by such electrical or mechanical failure of infrastructure.

3.5 INTERNAL/STAFF COSTS

Consisting of the costs of payroll, fees, benefits, overheads or internal charges of any kind incurred by a **Company**.

3.6 PATENT/TRADE SECRET

Arising out of, based upon or attributable to any:

- (i) infringement of patents;
- (ii) **Loss** of rights to secure registration of patents; or
- (iii) misappropriation of trade secrets by or for the benefit of a **Company**.

3.7 WAR AND TERRORISM

Arising out of, based upon or attributable to any war (whether war is declared or not), terrorism (except **Cyber Terrorism**), invasion, use of military force, civil war, popular or military rising, rebellion or revolution, or any action taken to hinder or defend against any of these events.

4. Conditions

The following conditions are specific to this Event Management **Coverage Section** and shall apply in addition to the conditions (including notice provisions) set out within the **General Terms and Conditions**.

4.1 FIRST RESPONSE NOTIFICATION

The cover provided for **First Response Expenses** is granted solely with respect to a **Breach of Confidential Information** or **Security Failure** first **Discovered** during the **Policy Period** and a **Company** shall, as a condition precedent to the obligations of the **Insurer** in respect of such **First Response Expenses**, notify the **Insurer** by contacting the Emergency Number specified in the schedule as soon as reasonably practicable after the **Breach of Confidential Information** or **Security Failure** first occurs.

Network Interruption Coverage

1. Insurance Covers

1.1 NETWORK INTERRUPTION LOSS

The **Insurer** will, with regard to an **Insured Event** which first occurs during the **Policy Period**, pay to each **Company**:

- (i) **Network Loss** which results from the **Insured Event** and which the **Company** incurs during the **Insured Event** (but, if the **Insured Event** lasts longer than 120 days, only during the first 120 days of the **Insured Event**); and
- (ii) **Network Loss** which results from the **Insured Event** and which the **Company** incurs during the 90 days following resolution of the **Insured Event**.

1.2 INTERRUPTION AND MITIGATION COSTS

The **Insurer** will pay, to or on behalf of each **Company**, **Network Interruption Costs** incurred in mitigating the impact of an **Insured Event** which first occurs during the **Policy Period**.

1.3 LOSS PREPARATION COSTS

If **Loss Preparation Costs** Cover is **Included**, the **Insurer** will pay to or on behalf of each **Company**, **Loss Preparation Costs** incurred as a result of an **Insured Event** which first occurs during the **Policy Period**.

2. Definitions

The following definitions are specific to this Network Interruption **Coverage Section**. All other definitions set out within Section 9 (Definitions) of the **General Terms and Conditions** shall apply as stated.

COMPANY COMPUTER SYSTEM

- (i) Any computer hardware, software or any other components thereof that are linked together through a network of two or more devices accessible through the internet or an intranet or that are connected through **Data** storage or other peripheral devices which are owned, operated, controlled or leased by a **Company**; or
- (ii) any of the foregoing computer hardware, software or components thereof which is part of an industrial control system, including a supervisory control and **Data**.

CYBER TERRORISM

The premeditated use of disruptive activities against a **Company Computer System** or network, or the explicit threat to use such activities, by an individual or group of individuals, whether acting alone or on behalf of or in connection with any entity or government, in each case with the intention to cause harm, further social, ideological, religious, political or similar objectives, or to intimidate any person(s) in furtherance of such objectives.

Cyber Terrorism does not include any such activities which are part of or in support of any use of military force or war.

INCREASED COSTS OF WORKING

Expenses (including overtime of **Employees**) incurred over and above normal operating expenses in order to ensure continuation of the normal business operations of a **Company** and to reduce its **Loss** of business income.

INSURED

A **Company**.

INSURED EVENT

- (i) If **Security Failure** Cover is **Included**, a **Material Interruption** to a **Company Computer System** that is caused by a **Security Failure**;
- (ii) if **System Failure** Cover is **Included**, a **Material Interruption** to a **Company Computer System** that is caused by a **System Failure**;
- (iii) if **Voluntary Shutdown** Cover is **Included**, a **Material Interruption** to a **Company Computer System** that is caused by a **Voluntary Shutdown**;
- (iv) if **Regulatory Shutdown** Cover is **Included**, a **Material Interruption** to a **Company Computer System** that is caused by a **Regulatory Shutdown**;
- (v) if **OSP Security Failure** Cover is **Included**, a **Material Interruption** to an **OSP Computer System** that is caused by an **OSP Security Failure**; and

- (vi) if **OSP System Failure** Cover is **Included**, a **Material Interruption** to an **OSP Computer System** that is caused by an **OSP System Failure**,

and in each case, only where the duration of the **Material Interruption** exceeds the applicable Waiting Hours Period specified in the schedule.

LOSS

- (i) for the purposes of Insurance Covers 1.1, **Network Loss**
- (ii) for the purposes of Insurance Covers 1.2, **Network Interruption Costs**
- (iii) for the purposes of Insurance Covers 1.3, **Loss Preparation Costs**

LOSS PREPARATION COSTS

Reasonable and necessary professional fees and expenses incurred by a **Company** with the **Insurer's** prior written consent, for the services of a third-party forensic accounting firm to establish, prove, verify or quantify **Network Loss** or **Network Interruption Costs** or prepare the proof of **Loss** referred to in Condition 4.1 of this Network Interruption **Coverage Section**.

MATERIAL INTERRUPTION

- (i) The suspension or degradation of a **Company Computer System** (for the purposes of **Insured Event** (i) – (iv)) or an **OSP Computer System** (for the purposes of **Insured Event** (v) or (vi)) causing the **Company** to be unable to continue the normal business operations of the **Company**; or
- (ii) the deletion, damage, corruption, alteration or **Loss** of or to **Data** on a **Company Computer System** (for the purposes of **Insured Event** (i) – (iv)) or an **OSP Computer System** (for the purposes of **Insured Event** (v) or (vi)) causing the **Company** to be unable to access that **Data** and unable to continue the normal business operations of the **Company**.

NETWORK INTERRUPTION COSTS

The reasonable and necessary costs and expenses that a **Company** incurs to minimise the **Network Loss**, or reduce the impact of a **Material Interruption**; provided however that the amount of **Network Loss** prevented or reduced must be greater than the costs and expenses incurred.

NETWORK LOSS

- (i) A **Company's** actual **Loss** sustained resulting from the reduction in business income calculated by taking either **Network Loss** Option 1 or **Network Loss** Option 2; and
- (ii) the **Company's Increased Costs of Working** (but only up to an amount equal to the reduction in the business income that would have been incurred had the **Company** been unable to continue its normal business operations).

Network Loss Option 1 (Net Profit and Continuing Fixed Costs Calculation) is calculated as follows:

Take the net profit or **Loss** which would have been earned or incurred had the **Material Interruption** not occurred and add the costs (including ordinary payroll) which necessarily continue during the **Material Interruption**.

Network Loss Option 2 (Gross Profits Calculation) is calculated as follows:

Take the revenue which would have been derived from the operation of the business had the **Material Interruption** not occurred and subtract the variable costs, and any other costs, which do not necessarily continue during the **Material Interruption**.

OSP COMPUTER SYSTEM

Any computer hardware, software or any components thereof that are linked together through a network of two or more devices accessible through the internet or an intranet or that are connected through **Data** storage or other peripheral devices which are owned, operated, controlled or leased by an **Outsource Service Provider**.

OSP SECURITY FAILURE

Any intrusion of, unauthorised access (including any unauthorised person using authorised credentials) to, or unauthorised use of (including by a person with authorised access) an **OSP Computer System**, including that which results in or fails to mitigate any:

- (i) denial of service attack or denial of access; or
- (ii) receipt or transmission of a malicious code, malicious software or virus.

OSP SYSTEM FAILURE

Any unintentional and unplanned outage of an **OSP Computer System** such that the **Outsource Service Provider** is unable to provide to a **Company** the services described in a contract between a **Company** and an **Outsource Service Provider** pursuant to which an **Outsource Service Provider** provides services to a **Company** for a fee.

OUTSOURCE SERVICE PROVIDER

A **Third Party** that a **Company** has appointed to provide specified information technology services (such as the processing, hosting and storage of **Data**) to the **Company** based on an express contractual agreement, but only to the extent of the provision of such services.

Outsource Service Provider does not include:

- (i) a public utility (including a provider of electricity, gas, water or telecommunication services);
- (ii) an internet service provider (including any provider of internet connectivity); or,
- (iii) a **Securities** exchange or market.

REGULATORY SHUTDOWN

An intentional shutdown or impairment of a **Company Computer System** by an **Insured**, necessary to comply with an enforceable legal or regulatory order pursuant to **Data Protection Legislation** resulting directly and solely from a **Security Failure**.

SECURITY FAILURE

- (i) Any intrusion of, unauthorised access (including an unauthorised person using authorised credentials) to, or unauthorised use of (including by a person with authorised access) a **Company Computer System**, including that which results in or fails to mitigate any:
 - (a) denial of service attack or denial of access; or,
 - (b) receipt or transmission of a malicious code, malicious software or virus; or
- (ii) the unauthorised reprogramming or corruption of software (including firmware) which renders a **Company Computer System** or any component thereof non-functional or useless for its intended purpose.

SYSTEM FAILURE

Any unintentional and unplanned outage of a **Company Computer System**.

VOLUNTARY SHUTDOWN

A voluntary and intentional shutdown or impairment of a **Company Computer System** by or at the direction of:

- (i) the Chief Information officer or Chief Information Security Officer of a **Company** (or the equivalent position regardless of title) who has at least 5 years' experience in an Information Security or Technology role; or
- (ii) an information technology services firm appointed by a **Company** that has been approved by the **Insurer** in advance of such appointment,

after the **Discovery** of a **Security Failure**, with the reasonable belief that such shutdown or impairment would limit the **Loss** that would otherwise be incurred as a result of that **Security Failure**.

3. Exclusions

The following Exclusions are specific to this Network Interruption **Coverage Section**. They apply in addition to the Exclusions in Section 10 (Exclusions) of the **General Terms and Conditions**.

The **Insurer** shall not be liable for **Loss**:

3.1 BETTERMENT

Consisting of the costs of:

- (i) updating, upgrading, enhancing or replacing any component of a **Company Computer System** or an **OSP Computer System** to a level beyond that which existed prior to the occurrence of a **Material Interruption**; however, this exclusion shall not apply to the extent that the replacement of a component of a **Company Computer System** is:
 - (a) required to end the **Material Interruption**; and
 - (b) no longer available and can only be reasonably replaced with an upgraded or enhanced version; or
- (ii) removing software program errors or vulnerabilities.

3.2 BODILY INJURY AND PROPERTY DAMAGE

Arising out of, based upon or attributable to any:

- (i) physical injury, mental illness, sickness, disease or death; or
- (ii) **Loss**, damage or destruction of tangible property; however, where **Bricking Recovery Expenses** Cover is **Included**, this Exclusion 3.2 (ii) shall not apply to the **Loss** of use of electronic equipment caused by the reprogramming of the software (including firmware) of such electronic equipment rendering it useless for its intended purpose.

3.3 BUSINESS CONDITIONS

Consisting of **loss** of earnings, or costs or expenses, attributable to unfavourable business conditions.

3.4 GOVERNMENT ENTITY OR PUBLIC AUTHORITY

Arising out of, based upon or attributable to any seizure, confiscation or nationalisation of a **Company Computer System** by order of any government entity or public authority.

3.5 INFRASTRUCTURE

Arising out of, based upon or attributable to any electrical or mechanical failure of infrastructure not under the control of a **Company** (or, where **OSP Security Failure** Cover or **OSP System Failure** Cover is **Included**, an **Outsource Service Provider**), including any electrical power interruption, surge, brownout or blackout, failure of telephone lines, **Data** transmission lines, or other telecommunications or networking infrastructure.

3.6 LIABILITY

Arising out of, based upon or attributable to any:

- (i) written demand, civil, administrative or arbitral proceedings, made by any **Third Parties** seeking any legal remedy; or
- (ii) penalties paid to **Third Parties**.

3.7 PATENT

Arising out of, based upon or attributable to any infringement of patents.

3.8 TRADING LOSSES

Consisting of trading **Losses**, liabilities or changes in trading account value.

3.9 WAR AND TERRORISM

Arising out of, based upon or attributable to any war (whether war is declared or not), terrorism (except **Cyber Terrorism**), invasion, use of military force, civil war, popular or military rising, rebellion or revolution, or any action taken to hinder or defend against any of these events.

4. Conditions

The following conditions are specific to this Network Interruption **Coverage Section** and shall apply in addition to the conditions set out within the **General Terms and Conditions**.

4.1 PROOF OF LOSS

In addition to the requirements to give notice to the **Insurer** under Section 7.1 (Notice and Reporting) of the **General Terms and Conditions**, and before coverage under this Network Interruption **Coverage Section** shall apply, a **Company** must also:

- (i) complete and sign a written, detailed and affirmed proof of **Loss** after the resolution of the **Material Interruption**, which will include:
 - (a) a full description of the **Network Interruption Costs** or **Network Loss** and the circumstances of such **Network Interruption Costs** or **Network Loss**;
 - (b) a detailed calculation of any **Network Loss**;
 - (c) all underlying documents and materials that reasonably relate to or form a part of the basis of the proof of the **Network Interruption Costs** or **Network Loss**; and
- (ii) upon the **Insurer's** request promptly respond to requests for information.

All adjusted **claims** are due and payable 45 days after:

- (a) the presentation of the satisfactory written proof of **Network Loss** and **Network Interruption Costs** as provided for in (i) and (ii) above; and
- (b) the subsequent written acceptance thereof by the **Insurer**.

Network Loss shall be reduced by any amounts recovered by a **Company** (including the value of any service credits provided to a **Company**) from any party (including any **Outsource Service Provider**).

The costs and expenses of establishing or proving **Network Loss** and/or **Network Interruption Costs** under this Network Interruption **Coverage Section**, including those associated with preparing the proof of **Loss**, shall be the obligation of the **Company** and are not covered under this policy except as covered under 1.3 (**Loss Preparation Costs**) of this Network Interruption **Coverage Section**.

4.2 APPRAISAL

If a **Company** and the **Insurer** disagree on the extent of **Network Loss** or **Network Interruption Costs**, either may make a written demand for an appraisal of such **Network Loss** or **Network Interruption Costs**. If such demand is made, each party will select a competent and impartial appraiser. The appraisers will then jointly select an expert who has not less than 10 years' standing and who is a partner in a major international accounting firm, experienced in assessing **Loss** of this nature. Each appraiser will separately state the extent of **Network Loss** or **Network Interruption Costs**. If they fail to agree, they will submit their differences to the expert. Any decision by the expert will be final and binding.

The **Company** and the **Insurer** will:

- (i) pay their own costs, including the costs of their respective chosen appraiser, and
- (ii) bear the expenses of the expert equally.

Security and Privacy Liability Coverage

1. Insurance Covers

1.1 DATA PROTECTION INVESTIGATION AND DATA PROTECTION FINES

The **Insurer** will pay, to or on behalf of each **Company**, **Loss** resulting from a **Regulatory Investigation** first occurring during the **Policy Period**.

1.2 CYBER LIABILITY

The **Insurer** will pay, to or on behalf of each **Insured**, **Loss** resulting from a **Claim** first made and notified during the **Policy Period** resulting from any:

- (i) actual or alleged **Breach of Confidential Information** by an **Insured** or an **Information Holder**;
- (ii) actual or alleged **Security Failure**; or
- (iii) actual or alleged failure by a **Company** to notify a **Data Subject** or any **Regulator** of an unauthorised access to or unauthorised disclosure of **Personal Information** for which the **Company** is responsible in accordance with the requirements of any **Data Protection Legislation**,

which occurred or occurs prior to or during the **Policy Period**.

2. Definitions

The following definitions are specific to this Security and Privacy Liability **Coverage Section**. All other definitions set out within Section 9 (Definitions) of the **General Terms and Conditions** shall apply as stated.

BREACH OF CONFIDENTIAL INFORMATION

The unauthorised access to or unauthorised disclosure of **Confidential Information**.

CLAIM

- (i) A written demand against an **Insured**;
- (ii) civil, administrative or arbitral proceedings brought against an **Insured**; or
- (iii) a **PCI-DSS Assessment**, provided always that the specific **Insured** which is the subject of the **PCI-DSS Assessment** was validated as compliant with the generally accepted and published Payment Card Industry **Data** Security Standards prior to and at the time of any **Breach of Confidential Information** which gives rise to such **PCI-DSS Assessment** occurring; seeking any legal remedy.

COMPANY COMPUTER SYSTEM

- (i) Any computer hardware, software or any components thereof that are linked together through a network of two or more devices accessible through the internet or an intranet or that are connected through **Data** storage or other peripheral devices which are owned, operated, controlled or leased by a **Company**;
- (ii) any of the foregoing computer hardware, software or components thereof which is part of an industrial control system, including a supervisory control and **Data** acquisition (SCADA) system;
- (iii) any **Employee** "Bring Your Own Device" but only to the extent such device is used to access any of the foregoing computer hardware, software or components thereof or **Data** contained therein; or
- (iv) any cloud service or other hosted computer resources, used by a **Company** and operated by a Third-Party service provider under a written contract between such Third-Party service provider and a **Company**.

CONFIDENTIAL INFORMATION

Corporate Information and **Personal Information** in a **Company's** or **Information Holder's** care, custody or control or for which a **Company** is legally responsible.

CORPORATE INFORMATION

A **Third Party's** items of information that are not available to the public (including trade secrets, **Data**, designs, forecasts, formulas, practices, processes, records, reports and documents) which are subject to contractual or legal protection.

CYBER TERRORISM

The premeditated use of disruptive activities against a **Company Computer System** or network, or the explicit threat to use such activities, by an individual or group of individuals, whether acting alone or on behalf of or in connection with any entity or government, in each case with the intention to cause harm, further social, ideological, religious, political or similar objectives, or to intimidate any person(s) in furtherance of such objectives.

Cyber Terrorism does not include any such activities which are part of or in support of any use of military force or war.

DAMAGES

Damages that an **Insured** is legally liable to pay resulting from a **Claim** as ascertained by:

- (i) judgments or arbitral awards rendered against that **Insured**; or
- (ii) a settlement agreement negotiated by that **Insured** and for which prior written consent has been obtained from the **Insurer**.

Damages includes punitive or exemplary or multiple **damages** where lawfully insurable and any monetary amounts that an **Insured** is required by law or has agreed by settlement to deposit into a consumer redress fund.

DATA PROTECTION FINES

Any lawfully insurable fines or penalties which are adjudicated by a **Regulator** to be payable by a **Company** for a breach of **Data Protection Legislation**.

Data Protection Fines does not include any other type of civil or criminal fines and penalties.

DATA PROTECTION LEGISLATION

The Privacy Act 2020, and any subsequent legislation that alters, repeals or replaces such legislation and all other equivalent laws and regulations relating to the regulation and enforcement of **Data** protection or **Data** privacy in any country.

DATA SUBJECT

Any natural person whose **Personal Information** has been either collected, stored or processed by or on behalf of a **Company**.

DEFENCE COSTS

Reasonable and necessary legal fees, costs and expenses which an **Insured** incurs with the prior written consent of the **Insurer** in relation to the investigation, response, defence, appeal or settlement of a **Claim** or **Regulatory Investigation**, including court attendance costs incurred by or on behalf of that **Insured**.

Defence Costs does not include the remuneration of any **Insured**, cost of their time or any other costs or overheads of any **Insured**.

INFORMATION HOLDER

A **Third Party** that holds **Personal Information** or **Corporate Information** on behalf of a **Company**.

INSURED

- (i) A **Company**;
- (ii) a natural person who was, is or during the **Policy Period** becomes a principal, partner, director, officer or **Employee** of a **Company**; or
- (iii) a natural person who is an independent contractor, temporary contract labourer, self-employed person, or labour-only subcontractor, under the direction and direct supervision of a **Company** but only in relation to the services provided to that **Company**.

Insured includes the estate, heirs or legal representatives of a deceased, legally incompetent or bankrupt **Insured** referred to in (ii) above to the extent that a **Claim** is brought against them solely by reason of them having an interest in property that is sought to be recovered in a **Claim** against such **Insured** referred to in (ii) above.

INSURED EVENT

A **Claim** or a **Regulatory Investigation**.

LOSS

- (i) For the purposes of Insurance Cover 1.1, **Defence Costs** and **Data Protection Fines**;
- (ii) for the purposes of Insurance Cover 1.2, **Damages**, **Defence Costs** and any amounts payable in connection with a **PCI-DSS Assessment**.

Loss does not include:

- (a) non-compensatory or multiple **Damages** (except to the extent covered as **Damages** or as part of a **PCI-DSS Assessment**) or liquidated **Damages**;
- (b) fines or penalties (except **Data Protection Fines** to the extent covered in 1.1. (**Data Protection Investigation and Data Protection Fines**));
- (c) the costs and expenses of complying with any order for, grant of or agreement to provide injunctive or other non-monetary relief; or
- (d) an **Insured's** remuneration, cost of management or staff time or overheads.

PCI-DSS ASSESSMENT

Any written demand received by a **Company** from a payment card association (e.g., MasterCard, Visa, American Express) or bank or servicer processing payment card transactions (e.g., an “acquiring bank” or “payment processor”) for a monetary amount (including fraud recovery, operational reimbursement, reimbursement of card reissuance costs and contractual fines and penalties) where:

- (i) a **Company** has contractually agreed to indemnify such Payment Card Association, bank or servicer processing payment card transactions for any monetary assessment made in connection with a **Company's** obligations under the Payment Card Industry **Data Security Standards**, including such contractual obligations contained in a merchant services agreement or similar agreement; and
- (ii) such monetary assessment arises out of a **Breach of Confidential Information**.

PERSONAL INFORMATION

Any information relating to an identified or identifiable natural person.

Personal Information includes a natural person's name, national registration identification number, telephone number, credit card or debit card number, account and other banking information, medical information, or any other information about a natural person protected under any **Data Protection Legislation**.

REGULATOR

A **Regulator** established pursuant to **Data Protection Legislation** in any jurisdiction and which is authorised to enforce statutory obligations in relation to the collecting, disclosing, storing, processing or control of **Confidential Information**.

Regulator includes any other government agency or authorised **Data** protection authority who makes a demand on the **Insured** in relation to **Data Protection Legislation**.

REGULATORY INVESTIGATION

Any formal or official action, investigation, inquiry or audit by a **Regulator** against a **Company** once it is identified in writing by a **Regulator**, which arises out of the use or suspected misuse of **Personal Information** or any aspects of the control, collection, storage or processing of **Personal Information** or delegation of **Data** processing to an **Information Holder**, which is regulated by **Data Protection Legislation**.

Regulatory Investigation does not include any industry-wide, non-firm specific action, investigation, inquiry or audit.

SECURITY FAILURE

- (i) Any intrusion of, unauthorised access (including an unauthorised person using authorised credentials) to, or unauthorised use of (including by a person with authorised access) a **Company Computer System**, including that which results in or fails to mitigate any:
 - (a) denial of service attack or denial of access; or
 - (b) receipt or transmission of a malicious code, malicious software or virus;
- (ii) the **Loss** of **Data** arising from the physical theft or **Loss** of hardware controlled by a **Company**; or
- (iii) the unauthorised reprogramming or corruption of software (including firmware) which renders a **Company Computer System** or any component thereof non-functional or useless for its intended purpose.

3. Exclusions

The following Exclusions are specific to this Security and Privacy Liability **Coverage Section**. They apply in addition to the Exclusions in Section 10 (Exclusions) of the **General Terms and Conditions**.

The **Insurer** shall not be liable for **Loss** arising out of, based upon or attributable to:

3.1 ANTI-TRUST

Any actual or alleged antitrust violation, restraint of trade, unfair competition or unfair or deceptive business practices, including violation of any consumer protection law.

This Exclusion shall not apply to a **Regulatory Investigation** alleging such antitrust violation, restraint of trade, unfair competition or unfair or deceptive business practices, including violation of any consumer protection law, directly in connection with a **Security Failure** or **Breach of Confidential Information**.

3.2 ASSUMED LIABILITY, GUARANTEE, WARRANTY

Any guarantee, warranty, contractual term or liability assumed or accepted by an **Insured** under any contract or agreement except to the extent such liability would have attached to the **Insured** in the absence of such contract or agreement.

This Exclusion shall not apply to:

- (i) a contractual obligation to prevent a **Security Failure** or **Breach of Confidential Information**;
- (ii) an obligation under a written confidentiality or disclosure agreement with a **Third Party** to prevent a **Breach of Confidential Information**; or
- (iii) the obligation to comply with Payment Card Industry **Data** Security Standards.

3.3 BODILY INJURY AND PROPERTY DAMAGE

Any:

- (i) physical injury, mental illness, sickness, disease or death: however, this Exclusion 3.3 (i) shall not apply in respect of emotional distress or mental anguish arising solely out of a **Breach of Confidential Information**; or
- (ii) **Loss**, damage or destruction of tangible property.

3.4 EMPLOYMENT PRACTICES LIABILITY

Any of a **Company's** employment practices (including wrongful dismissal, discharge or termination, discrimination, harassment, retaliation or other employment-related **Claim**).

This Exclusion shall not apply to any **Claim** by an individual to the extent such individual is alleging:

- (i) a **Breach of Confidential Information** in connection with such individual's employment or application for employment with a **Company**; or
- (ii) a failure to disclose a **Security Failure** or **Breach of Confidential Information**.

3.5 GOVERNMENT ENTITY OR PUBLIC AUTHORITY

Any seizure, confiscation or nationalisation of a **Company Computer System** by order of any government entity or public authority.

3.6 INFRASTRUCTURE

Any electrical or mechanical failure of infrastructure not under the control of a **Company**, including any electrical power interruption, surge, brownout or blackout, failure of telephone lines, **Data** transmission lines, or other telecommunications or networking infrastructure.

This Exclusion shall not apply to **Loss** arising out of, based upon or attributable solely to a **Security Failure** or **Breach of Confidential Information** that is caused by such electrical or mechanical failure of infrastructure.

3.7 INSURED V INSURED

Any **Claim** brought by or on behalf of an **Insured** against another **Insured**.

This Exclusion shall not apply to an actual or alleged unauthorised access to or unauthorised disclosure of **Personal Information** of any **Employee**, director, principal, partner or officer.

3.8 PATENT/TRADE SECRET

Any:

- (i) infringement of patents;
- (ii) loss of rights to secure registration of patents; or
- (iii) misappropriation of trade secrets by or for the benefit of a **Company**.

3.9 Securities Claims

Any:

- (i) actual or alleged violation by an **Insured** of any law, regulation or rule relating to the ownership, purchase, sale or offer of, or solicitation of an offer to purchase or sell, **Securities**; or
- (ii) any actual or alleged violation by an **Insured** of any provision of the **Securities Act** of 1933, the **Securities Exchange Act** of 1934 (each a United States of America statute) or any similar law of any jurisdiction.

This Exclusion shall not apply to any **Damages** or **Defence Costs** incurred in relation to a **Claim** solely alleging a failure to notify a **Regulator** of a **Breach of Confidential Information** where such failure to notify is in violation of any law.

3.10 War and Terrorism

Any war (whether war is declared or not), terrorism (except **Cyber Terrorism**), invasion, use of military force, civil war, popular or military rising, rebellion or revolution, or any action taken to hinder or defend against any of these events.

Digital Media Content Liability Coverage

1. Insurance Covers

1.1 DIGITAL MEDIA CONTENT LIABILITY

The **Insurer** will pay, on behalf of each **Insured**, **Loss** resulting from a **Claim** first made during the **Policy Period** arising from **Digital Media Activities**.

2. Definitions

The following definitions are specific to this Digital Media Content Liability **Coverage Section**. All other definitions set out within Section 9 (Definitions) of the **General Terms and Conditions** shall apply as stated.

BREACH OF CONFIDENTIAL INFORMATION

The unauthorised access to or unauthorised disclosure of **Confidential Information**.

CLAIM

- (i) A written demand against an **Insured**; or
- (ii) civil, administrative or arbitral proceedings brought against an **Insured**, seeking any legal remedy for a **Wrongful Act**.

DAMAGES

Damages that an **Insured** is legally liable to pay resulting from a **Claim** as ascertained by:

- (i) judgments or arbitral awards rendered against that **Insured**;
- (ii) monies payable by that **Insured** pursuant to any settlement agreement negotiated by that **Insured** and for which prior written consent has been obtained from the **Insurer**.

Damages includes punitive or exemplary or multiple **Damages** where lawfully insurable.

DEFENCE COSTS

Reasonable and necessary fees, costs and expenses which an **Insured** incurs with the prior written consent of the **Insurer**, in relation to the investigation, response, defence, appeal or settlement of a **Claim**, including court attendance costs incurred by or on behalf of that **Insured**.

Defence Costs does not include the remuneration of any **Insured**, cost of their time or any other costs or overheads of any **Insured**.

DIGITAL MEDIA ACTIVITIES

The posting on the **Company's** website or social media outlets, of any **Digital Media**.

DIGITAL MEDIA

Any digitised content, including text, graphics, audio and video, that can be transmitted over the internet or computer networks.

INSURED

- (i) A **Company**;
- (ii) a natural person who was, is or during the **Policy Period** becomes a principal, partner, director, officer or **Employee** of a **Company**;
- (iii) an independent contractor, temporary contract labourer, self-employed person or labour-only subcontractor, under the direction and direct supervision of a **Company**, but only in relation to the **Digital Media Activities** they undertake for that **Company**;
- (iv) a joint venture where a **Company** maintains operational control, but only to the extent of the **Company's** interest in such joint venture; and
- (v) a natural person or entity which a **Company** is required by contract to add as an **Insured** under this policy, but only when and to the extent such natural person is acting on behalf of that **Company**;

provided that such organisation or person shall only be covered under this Digital Media Content Liability **Coverage Section** in respect of **Loss** arising from a **Wrongful Act** when undertaking **Digital Media Activities** in the foregoing capacities.

Insured includes the estate, heirs or legal representatives of a deceased, legally incompetent or bankrupt **Insured** referred to in (ii) above to the extent that a **Claim** is brought against them solely by reason of them having an interest in property that is sought to be recovered in a **Claim** against such **Insured** referred to in (ii) above.

INSURED EVENT

A **Claim**.

INTELLECTUAL PROPERTY

Copyright, trademark, service mark, design rights, know-how, database rights, registered domain or any other **Intellectual Property**, but not including patents or trade secrets.

LOSS

Damages and **Defence Costs**;

Loss does not include:

- (i) non-compensatory or multiple **Damages** (except to the extent covered as **Damages**) or liquidated **Damages**;
- (ii) fines or penalties;
- (iii) the costs and expenses of complying with any order for, grant of or agreement to provide injunctive or other non-monetary relief;
- (iv) discounts, service credits, rebates, price reductions, coupons, prizes, awards or other contractual or non-contractual incentives, promotions or inducements offered to an **Insured's** customers or **Clients**;
- (v) production costs or the cost of recall, reproduction, reprinting, return or correction of **Digital Media** by any person or entity; or
- (vi) any **Insured's** remuneration, cost of time or overheads.

WRONGFUL ACT

Any actual or alleged:

- (i) defamation, including libel, slander, disparagement of trade reputation or the character of any person or organisation, or infliction of emotional distress or mental anguish arising from the foregoing;
- (ii) unintentional infringement of copyright, title, slogan, trademark, trade name, trade dress, mark, service mark, service name, or domain name;
- (iii) plagiarism, piracy or misappropriation or theft of ideas or information;
- (iv) invasion, infringement or interference with rights of privacy, publicity, morals, false light, public disclosure of private facts, intrusion and commercial appropriation of name, persona or likeness; or
- (v) passing-off but only if alleged in conjunction with any of the acts listed in (i) – (iv) above,

on or after the **Retroactive Date** and prior to the end of the **Policy Period** in the course of undertaking **Digital Media Activities**.

3. Exclusions

The following Exclusions are specific to this Security and Privacy Liability **Coverage Section**. They apply in addition to the Exclusions in Section 10 (Exclusions) of the **General Terms and Conditions**.

The **Insurer** shall not be liable for **Loss** arising out of, based upon or attributable to:

3.1 ANTI-TRUST

Any actual or alleged antitrust violation, restraint of trade, unfair competition or unfair or deceptive business practices, including violation of any consumer protection law.

3.2 ASSUMED LIABILITY, GUARANTEE, WARRANTY

Any:

- (i) guarantee or express warranty made by an **Insured**; or
- (ii) contractual liability or other obligation assumed or accepted by an **Insured**.

3.3 BODILY INJURY AND PROPERTY DAMAGE

Any:

- (i) physical injury, mental illness, sickness, disease or death; or
- (ii) damage to or loss of or destruction of tangible property or loss of use thereof.

3.4 EMPLOYMENT PRACTICES LIABILITY

Any of a **Company's** employment practices (including wrongful dismissal, discharge or termination, discrimination, harassment, retaliation or other employment-related **Claim**).

3.5 FINANCIAL DATA

Any:

- (i) misleading, deceptive or fraudulent financial **Data**; or
- (ii) errors made in any financial **Data**,

that the **Company** publicises including the **Company's** annual report and accounts and any communications to the stock market.

3.6 GOODS, PRODUCTS OR SERVICES

Any:

- (i) false advertising or misrepresentation in advertising of a **Company's** products or services;
- (ii) any failure of goods, products or services to conform with an advertised quality or performance; or
- (iii) infringement of trademark, trade name, trade dress, mark, service mark or service name by any goods, products or services displayed or contained in any **Digital Media**.

3.7 GOVERNMENT/REGULATORY ACTION

Any government, regulatory, licensing or commission action or investigation.

3.8 INFRASTRUCTURE

Any:

- (i) mechanical failure;
- (ii) electrical failure, including any electrical power interruption, surge, brownout or blackout; or
- (iii) telecommunications failure.

3.6 GOODS, PRODUCTS OR SERVICES

Any:

- (i) false advertising or misrepresentation in advertising of a **Company's** products or services;
- (ii) any failure of goods, products or services to conform with an advertised quality or performance; or
- (iii) infringement of trademark, trade name, trade dress, mark, service mark or service name by any goods, products or services displayed or contained in any **Digital Media**.

3.7 GOVERNMENT/REGULATORY ACTION

Any government, regulatory, licensing or commission action or investigation.

3.8 INFRASTRUCTURE

Any:

- (i) mechanical failure;
- (ii) electrical failure, including any electrical power interruption, surge, brownout or blackout; or
- (iii) telecommunications failure.

3.9 INSURED V INSURED

Any **Claim** brought by or on behalf of an **Insured** against another **Insured** except a **Claim** by an **Insured** which directly results from another **Claim** by a **Third Party** first made during the **Policy Period** and covered by this **Digital Media Content Liability Coverage Section**.

3.10 INTENTIONAL INFRINGEMENT OF INTELLECTUAL PROPERTY

Any intentional infringement of **Intellectual Property**.

3.11 INTERNAL MESSAGING SERVICES

Any publication or broadcast of **Digital Media** posted or transmitted on any of the **Company's** internal instant message system, intranet, messaging boards, or chat rooms.

3.12 OVER-REDEMPTION

Any price discounts, prizes, awards or other consideration given in excess of the total contracted or expected amount.

3.13 OWNERSHIP RIGHTS

Any **Claim** against the **Company** brought by or on behalf of any independent contractor, third-party distributor, licensee, sub-licensee, joint venture, venture partner, any **Employee** of the foregoing, or any **Employee** or agent of the **Company** arising out of, based upon or attributable to disputes over:

- (i) the ownership or exercise of rights in **Digital Media**; or,
- (ii) services supplied by such independent contractor, third-party distributor, licensee, sub-licensee, joint venturer, venture partner or **Employee** or agent.

3.14 PATENT/TRADE SECRET

Any:

- (i) infringement of patents;
- (ii) **Loss** of rights to secure registration of patents; or
- (iii) misappropriation of trade secrets.

3.15 ROYALTIES AND OTHER MONIES

Any:

- (i) accounting or recovery of profits, royalties, fees or other monies claimed to be due from an **Insured**; or
- (ii) licensing fees or royalties ordered, directed or agreed to be paid by an **Insured** pursuant to a judgment, arbitration award, settlement agreement or similar order or agreement, for the continued use of a person or entity's copyright, trademark, service mark, design rights, know-how, database rights, registered domain or any other **Intellectual Property**.

3.16 SECURITIES CLAIMS

Any:

- (i) actual or alleged violation by an **Insured** of any law, regulation or rule relating to the ownership, purchase, sale or offer of, or solicitation of an offer to purchase or sell, **Securities**;
- (ii) any actual or alleged violation by an **Insured** of any provision of the Securities Act of 1933, the Securities Exchange Act of 1934 (each a United States of America statute) or any similar law of any jurisdiction; or
- (iii) any actual or alleged violation by an **Insured** of the Racketeer Influenced and Corrupt Organisation Act 18 USC Section 1961 et seq (a United States of America statute) and any amendments thereto or any Rule or Regulation promulgated thereunder.

3.17 Trade Debts

Any:

- (i) trading debt incurred by an **Insured**; or
- (ii) guarantee given by an **Insured** for a debt.

3.18 Trading Losses/Monetary Value

Any trading **Losses** or trading liabilities, monetary value of any electronic fund transfers or transfers by or on behalf of an **Insured**.

3.19 War and Terrorism

Any war (whether war is declared or not), terrorism, invasion, use of military force, civil war, popular or military rising, rebellion or revolution, or any action taken to hinder or defend against any of these events.

Cyber Extortion Coverage

1. Insurance Covers

1.1 CYBER EXTORTION

The **Insurer** will pay, to or on behalf of each **Company**, **Loss** that the **Company** incurs solely as a result of an **Extortion Threat** which first occurs during the **Policy Period**.

2. Definitions

The following definitions are specific to this Cyber Extortion **Coverage Section**. All other definitions set out within Section 9 (Definitions) of the **General Terms and Conditions** shall apply as stated.

BREACH OF CONFIDENTIAL INFORMATION

The unauthorised access to or unauthorised disclosure of **Confidential Information**.

COMPANY COMPUTER SYSTEM

- (i) Any computer hardware, software or any components thereof that are linked together through a network of two or more devices accessible through the internet or an intranet or that are connected through **Data** storage or other peripheral devices which are owned, operated, controlled or leased by a **Company**;
- (ii) any of the foregoing computer hardware, software or components thereof which is part of an industrial control system, including a supervisory control and **Data** acquisition (SCADA) system; or
- (iii) any **Employee** "Bring Your Own Device" but only to the extent such device is used to access any of the foregoing computer hardware, software or components thereof or **Data** contained therein.

CONFIDENTIAL INFORMATION

Corporate Information and **Personal Information** in a **Company's** or **Information Holder's** care, custody or control or for which a **Company** is legally responsible.

CORPORATE INFORMATION

A **Third Party's** items of information that are not available to the public (including trade secrets, **Data**, designs, forecasts, formulas, practices, processes, records, reports and documents) which are subject to contractual or legal protection.

CYBER EXTORTION EXPENSES

The reasonable and necessary fees, costs and expenses of any firm appointed by the **Insurer** or any other firm appointed by the **Company** that has been approved by the **Insurer** in advance of such appointment to provide the **Cyber Extortion Services**.

CYBER EXTORTION SERVICES

- (i) Conducting an investigation to determine the validity, cause and scope of an **Extortion Threat**;
- (ii) advising on the response to an **Extortion Threat**;
- (iii) containing or resolving the disruption of the operations of a **Company Computer System** caused by the **Extortion Threat**; or
- (iv) assisting a **Company** in negotiating a resolution to an **Extortion Threat**.

CYBER TERRORISM

The premeditated use of disruptive activities against a **Company Computer System** or network, or the explicit threat to use such activities, by an individual or group of individuals, whether acting alone or on behalf of or in connection with any entity or government, in each case with the intention to cause harm, further social, ideological, religious, political or similar objectives, or to intimidate any person(s) in furtherance of such objectives.

Cyber Terrorism does not include any such activities which are part of or in support of any use of military force or war.

EXTORTION THREAT

Any threat or connected series of threats made to the **Company**, for the purpose of demanding payment or transfer of **Money**, **Securities** or other tangible or intangible property of value from a **Company**, to:

- (i) commit or continue a **Breach of Confidential Information**;
- (ii) commit or continue an intentional attack against a **Company Computer System** (including through the use of ransomware); or
- (iii) disclose information concerning a vulnerability in a **Company Computer System**.

INFORMATION HOLDER

A **Third Party** that holds **Personal Information** or **Corporate Information** on behalf of a **Company**.

INSURED

A **Company**.

INSURED EVENT

An **Extortion Threat**.

LOSS

- (i) Any payment of cash, monetary instrument, **Cryptocurrency** (including the costs to obtain such **Cryptocurrency**) or the fair market value of any property which a **Company** has paid, to prevent continuation of, or end, an **Extortion Threat**; and
- (ii) **Cyber Extortion Expenses**.

PERSONAL INFORMATION

Any information relating to an identified or identifiable natural person.

Personal Information includes a natural person's name, national registration identification number, telephone number, credit card or debit card number, account and other banking information, medical information, or any other information about a natural person protected under any **Data Protection Legislation**.

3. Exclusions

The following Exclusions are specific to this Cyber Extortion **Coverage Section**. They apply in addition to the Exclusions in Section 10 (Exclusions) of the **General Terms and Conditions**.

The **Insurer** shall not be liable for any **Loss**:

3.1 ANTI-TERRORISM LEGISLATION

To the extent that the provision of such payment to or on behalf of a **Company** would expose the **Insurer**, its parent **Company** or its ultimate controlling entity to any applicable anti-terrorism legislation or regulation under United Nations resolutions, and laws or regulations of the European Union, or the United States of America or the United Kingdom.

3.2 BODILY INJURY AND PROPERTY DAMAGE

For any:

- (i) physical injury, mental illness, sickness, disease or death; or
- (ii) loss, damage or destruction of tangible property.

3.3 GOVERNMENT ENTITY OR PUBLIC AUTHORITY

Arising out of, based upon or attributable to a regulatory or enforcement threat or demand by any government entity or public authority.

3.4 PATENT

Arising out of, based upon or attributable to any infringement of patents.

3.5 WAR AND TERRORISM

Arising out of, based upon or attributable to any war (whether war is declared or not), terrorism (except **Cyber Terrorism**), invasion, use of military force, civil war, popular or military rising, rebellion or revolution, or any action taken to hinder or defend against any of these events.

Cyber Crime Coverage

1. Insurance Covers

1.1 IMPERSONATION FRAUD COVERAGE

The **Insurer** will pay, to or on behalf of each **Company**, **Impersonation Fraud Loss** incurred as a result of an **Insured Event** which is **Discovered** by the **Insured** during the **Policy Period**.

1.2 FUNDS TRANSFER FRAUD COVERAGE

Cover provided under this Insurance Cover 1.1 shall be subject to the condition that the **Fraudulent Instruction** was Verified prior to the **Impersonation Fraud Loss**.

1.3 COMPUTER FRAUD COVERAGE

The **Insurer** will pay, to or on behalf of each **Company**, **Funds Transfer Fraud Loss** incurred as a result of an **Insured Event** which is **Discovered** by the **Insured** during the **Policy Period**.

1.4 TELEPHONE USAGE FRAUD COVERAGE

The **Insurer** will pay to or on behalf of each **Company**, **Telephone Usage Fraud Loss** incurred as a result of an **Insured Event** which is **Discovered** by the **Insured** during the **Policy Period**.

1.5 CRYPTOJACKING FRAUD COVERAGE

The **Insurer** will pay, to or on behalf of each **Company**, **Cryptojacking Fraud Loss** incurred as a result of an **Insured Event** which is **Discovered** by the **Insured** during the **Policy Period**.

2. Definitions

The following definitions are specific to this Cyber Crime **Coverage Section**. All other definitions set out within Section 9 (Definitions) of the **General Terms and Conditions** shall apply as stated.

ASSETS

Money, Securities or other tangible property owned by the **Insured** or held by the **Insured**, whether pursuant to a written contract or not. **Assets** do not include income, interest or dividends that was not in fact earned or that potentially could have been earned by the **Insured** on such **Money, Securities** or other tangible property.

ASSOCIATE

A director, officer, partner, member, sole proprietor or other **Employee**.

CLIENT

Any person, firm, **Company**, corporation, organization, association or other entity to whom the **Insured** provides goods or services for a fee pursuant to a legally binding contract that pre-exists the date of **Discovery** of the **Loss** that is the subject of the **Insured's Claim**.

COMPUTER FRAUD

The unlawful taking of **Assets** under the direct or indirect control of an **Insured's Computer System** by means of:

- (i) the fraudulent accessing of such **Computer System**;
- (ii) the insertion of fraudulent **Data** or instructions into such **Computer System**; or
- (iii) the fraudulent alteration of **Data**, programs, or routines in such **Computer System**.

COMPUTER FRAUD LOSS

The theft of the **Insured's** own **Assets** resulting directly from **Computer Fraud** by a single act or a series of related acts.

COMPUTER SYSTEM

- (i) Any computer hardware, software or any components thereof that are linked together through a network of two or more devices accessible through the Internet, internal network or connected with **Data** storage or other peripheral devices (including, without limitation, wireless and mobile devices), and are under ownership, operation or control of, or leased by, a **Company**; or
- (ii) any cloud service or other hosted computer resources, used by a **Company** and operated by a Third-Party service provider under a written contract between such Third-Party service provider and a **Company**.

CONTROL GROUP

The **Insured's** directors, partners, officers, departmental directors, senior managers, trustees or equivalent.

CRYPTOCURRENCY MINING

The use of a **Computer System** to generate or validate a new unit of any **Cryptocurrency** and/or the initial entry for such new unit on the blockchain (or any other form of distributed ledger) of a **Cryptocurrency**.

CRYPTOJACKING FRAUD

The fraudulent use of a **Computer System** to perform **Cryptocurrency Mining**.

CRYPTOJACKING FRAUD LOSS

Charges for hosted computer resources and/or electricity:

- (i) provided to the **Company** by a Third-Party service provider in exchange for compensation; and
- (ii) incurred solely due to and as a direct result of **Cryptojacking Fraud** by a single act or series of related acts.

DISCOVERY/DISCOVERED

- (i) when any of the **Control Group** or the risk management department, internal audit department, or human resources/ personnel department (or functional equivalent) of the **Insured** first has knowledge of any act, omission or event which could reasonably be foreseen to give rise to a **Loss** covered under this Cyber Crime **Coverage Section**, even though the exact amount or details of such **Loss**, act, omission or event are not known at the time of **Discovery**; or
- (ii) when a **Claim** is first made against the **Insured** alleging that the **Insured** is liable to a **Third Party** under circumstances which, if true, would cause a reasonable person to believe that a direct financial **Loss** of the kind covered by this policy would be incurred.

Such **Discovery** shall constitute **Discovery** by every **Insured**.

FINANCIAL INSTITUTION

- (i) A banking, savings or thrift institution; or
- (ii) a stockbroker, mutual fund, liquid assets fund or similar investment institution.

FRAUDULENT INSTRUCTION

An instruction received and relied upon by the **Insured** or an **Employee** of the **Insured** which was transmitted:

- (i) by a person purporting to be an **Associate** of the **Insured**, who was authorized by the **Insured** to instruct **Employees** of the **Insured** to transfer, pay or deliver **Funds** – or by an individual acting in collusion with such purported **Associate** – but which was in fact fraudulently transmitted by someone else without the knowledge of an **Associate** of the **Insured**; or
- (ii) by a person purporting to be an **Associate** of a **Vendor** or Client of the **Insured** – or by an individual acting in collusion with such purported **Associate** – but which was in fact fraudulently transmitted by someone else without the knowledge of the **Insured**; provided, however, **Fraudulent Instruction** shall not include any such instruction transmitted by an **Associate** of the **Vendor** or Client who was acting in collusion with any **Third Party** in submitting such instruction.

FRAUDULENTLY-INDUCED TRANSFER

An instruction directing a **Financial Institution** to transfer, pay or deliver **Funds** from a **Transfer Account**, communicated by the **Insured** or an **Employee** of the **Insured** and based upon a **Fraudulent Instruction**.

FUNDS

A credit balance in a **Transfer Account**.

FUNDS TRANSFER FRAUD

Fraudulent electronic, e-mail, telegraphic, cable, teletype, telefacsimile, or telephone instructions issued to a **Financial Institution** to debit a **Transfer Account** and to transfer, pay or deliver **Funds** from said **Transfer Account** which instructions purport to have been transmitted by the **Insured** or by a person duly authorized by the **Insured** to issue such instructions but which have been fraudulently transmitted by someone else.

FUNDS TRANSFER FRAUD LOSS

The direct deprivation of the **Insured** of **Funds** resulting directly from **Funds Transfer Fraud** by a single act or a series of related acts.

IMPERSONATION FRAUD LOSS

The direct deprivation of the **Insured** of **Funds** resulting directly from **Fraudulently-Induced Transfers** by a single act or a series of related acts.

INSURED

A **Company**.

INSURED EVENT

- (i) In respect of 1.1 Impersonation Fraud Coverage, **Fraudulently-Induced Transfer**;
- (ii) in respect of 1.2 Funds Transfer Fraud Coverage, **Funds Transfer Fraud**;
- (iii) in respect of 1.3 Computer Fraud Coverage, **Computer Fraud**;
- (iv) in respect of 1.4 Telephone Usage Fraud Coverage, a **Telephone Hack**; and
- (v) in respect of 1.5 Cryptojacking Fraud Coverage, a **Cryptojacking Fraud**.

LOSS

An **Impersonation Fraud Loss**, **Funds Transfer Fraud Loss**, **Computer Fraud Loss**, **Telephone Usage Fraud Loss** or **Cryptojacking Fraud Loss**.

MONEY

Currency, coins, bank notes and bullion, traveller's cheques, registered checks and **Money** orders held for sale to the public.

PREMISES

The **Premises** from where the **Company** conducts its normal business operations.

SECURITIES

All negotiable and non-negotiable instruments or contracts representing either **Money** or property and include revenue and other stamps in current use, tokens and tickets, but do not include **Money**.

TRANSFER ACCOUNT

An account, maintained by the **Insured** at a **Financial Institution**, from which the **Insured** or the **Insured's** authorized representatives may cause the transfer, payment or delivery of **Funds**:

- (i) by means of electronic, e-mail, telegraphic, cable, teletype, telefacsimile or telephone instructions (communicated directly or through a cash management service or **Funds** transfer system); or
- (ii) by means of written instructions establishing the conditions under which such transfers are to be initiated by such **Financial Institution** through an electronic **Funds** transfer system.

TELEPHONE HACK

Unauthorised access and use of the **Company Telephone System(s)** located on the **Premises** regardless of whether such access and use is initiated on or off such **Premises**.

TELEPHONE SYSTEM(S)

A PBX or electronic key **Telephone System**, with or without adjuncts including voice mail, auto attendants and automated call directors, that is owned operated, controlled or exclusively leased by the **Company**.

TELEPHONE USAGE FRAUD LOSS

Call charges incurred within forty-five (45) days from the date on which the first call charge was made, that the **Company** is liable for as a result of an **Insured Event**.

VENDOR

Any person, firm, **Company**, corporation, organization, association or other entity that provides goods or services to the **Insured** pursuant to a legally binding relationship that pre-exists the date of **Discovery** of the **Loss** that is the subject of the **Insured's Claim**.

VERIFIED

Confirmation of the genuineness of a person, who communicated the **Fraudulent Instruction**, verified independently from the person who communicated the **Fraudulent Instruction** and confirmed by the **Insured**:

- (i) through a telephone call back procedure consisting of calling the requestor by using the telephone number of such requestor which is:
 - (a) held on file by the **Insured**;
 - (b) available in the internal phone directory of the **Insured**; or
 - (c) verifiable into the public domain, or
- (ii) where such instruction is in the form of an e-mail, by verifying and ensuring that the genuine requestors' work e-mail address has been used for such instruction.

3. Exclusions

The following Exclusions are specific to this Cyber Crime **Coverage Section**. They apply in addition to the Exclusions in Section 9 (Exclusions) of the **General Terms and Conditions**.

The coverage afforded by this **Coverage Section** does not apply to:

3.1 PRIOR OR SUBSEQUENT DISCOVERY OF LOSS

Loss resulting from any **Insured Event**:

- (i) **Discovered** prior to the inception date of the **Policy Period**; or
- (ii) **Discovered** after the expiry of the **Policy Period**.

3.2 INSURED CONDUCT

Loss resulting from theft or any other fraudulent, dishonest or criminal act by the **Insured**, or any partner, owner, trustee, governor, management committee members, members of the management board, director, **Employee** or leased worker of the **Insured**, whether acting alone or in collusion with others.

3.3 CLIENT OR VENDOR CONDUCT

Loss resulting from theft or any other fraudulent, dishonest or criminal act by a Client or **Vendor**, or any partner, owner, trustee, governor, management committee members, members of the management board, director, **Employee** or leased worker of a Client or **Vendor**, whether acting alone or in collusion with others.

3.4 DEFENCE AND PROSECUTION COSTS

The costs of defending any legal proceeding brought against the **Insured**, or the fees, costs or expenses incurred or paid by the **Insured** in prosecuting or defending any legal proceeding.

3.5 WAR AND TERRORISM

Loss arising out of, based upon or attributable to any war (whether war is declared or not), terrorism (except **Cyber Terrorism**), invasion, use of military force, civil war, popular or military rising, rebellion or revolution, or any action taken to hinder or defend against any of these events.

Cyber Terrorism does not include any such activities which are part of or in support of any use of military force or war.

3.6 CARD LOSS

Loss resulting directly or indirectly from the actual or alleged use of credit, debit, charge, access, electronic benefit transfer, convenience, cash management or other cards.

3.7 REVERSED OR RETURNED LOSS

Loss to the extent that such **Loss** has been reversed or returned by a credit card **Company** or **Financial Institution**.

3.8 ACCOUNTING OR ARITHMETICAL ERROR

Loss arising out of accounting or arithmetical errors or omissions.

3.9 LOSS OF INCOME

Loss of potential income, including interest and dividends, of the **Insured**, a Client, a **Vendor** or any **Third Party**.

3.10 REGULATORY AND NON-MONETARY LOSS

Any fines, penalties, consequential **Damages**, punitive **Damages**, expenses as a result of regularly scheduled recurring or routine regulatory examinations, or compliance activities or non-monetary relief, including without limitation, injunctive relief, or other equitable remedies of any type for which the **Insured** is legally liable.

3.11 FINANCIAL INSTITUTION AND FUNDS TRANSFER LOSS

Loss resulting from any **Insured Event** caused by a **Financial Institution**, or any electronic **Funds** transfer system, or electronic **Data** processor, except to the extent that it is excess of any indemnity or other insurance provided for the benefit of customers of the **Financial Institution**.

3.12 SURRENDER

Loss resulting from **Computer Fraud** arising out of the giving or surrendering of **Assets** in any exchange or purchase, whether legitimate or fraudulent.

3.13 PURCHASE OR SALE FROM COMPUTER FRAUD

Loss resulting from **Computer Fraud** which induces the **Insured** to make any purchase or sale, whether legitimate or fraudulent.

3.14 ERRORS AND OMISSIONS

Loss resulting from **Computer Fraud** arising out of unintentional errors or omissions.

3.15 LOSS OF TIME OR USE

Loss of computer time or use due to **Computer Fraud**.

3.16 LOSS AND DAMAGE TO RECORDS

Loss resulting from the **Loss** of or damage to manuscripts, books of account or records maintained in any format or medium.

3.17 TRADING

Loss resulting directly or indirectly from any authorized or unauthorized trading of **Money, Securities** or other tangible property whether or not in the name of the **Insured** and whether or not in a genuine or fictitious account.

3.18 INDIRECT AND CONSEQUENTIAL LOSS

- (i) **Loss** that is an indirect or consequential result of any **Insured Event** including but not limited to **Loss** resulting from payment of **Damages** of any type for which the **Insured** is legally liable; or
- (ii) **Loss** resulting directly or indirectly from the (a) theft, disappearance or destruction of; (b) unauthorized use or disclosure of; (c) unauthorized access to; or (d) failure to protect any:
 - 1. confidential or non-public; or
 - 2. personal or personally identifiable,information that any person or entity has a duty to protect under any law, rule or regulation, under any agreement, or any industry guideline or standard.

Notwithstanding the foregoing, however, this exclusion shall not apply to the extent that any **Insured Event** results directly from the unauthorized use or disclosure of a password or other user credential information.
- (iii) **Loss** arising out of, based upon or attributable to any indirect or consequential **Loss**, including:
 - (a) any **Loss** of monies, **Securities** or financial **Assets** arising from the unauthorised access or use of the **Company Telephone System(s)**;
 - (b) any **Loss** arising from the **Telephone System(s)** being unavailable; or
 - (c) any **Loss** arising from an **Insured** voluntarily giving or surrendering unauthorised access to the **Company Telephone System(s)** through a purchase or exchange.

4. Conditions

The following conditions are specific to this Cyber Crime **Coverage Section** and shall apply in addition to the conditions set out within the **General Terms and Conditions**.

4.1 Notice and Discovery of Loss

In addition to the provisions of Clause 7.1 Notice of the **General Terms and Conditions**, and before coverage will apply for **Loss** under this Cyber Crime **Coverage Section**, each **Insured** must also:

- (i) complete and sign a written, detailed and affirmed proof of **Loss** within sixty (60) days after the **Discovery** of any **Loss** (unless such period has been extended by the **Insurer** in writing) which shall include, among any other pertinent information:
 - (a) a full description of such **Loss** and the circumstances surrounding such **Loss**, which shall include, among any other necessary information, the time, place and cause of the **Loss**;
 - (b) a detailed calculation of any **Loss**; and
 - (c) all underlying documents and materials that reasonably relate to or form any part of the proof of such **Loss**;
- (ii) upon the **Insurer's** request, submit to an examination under oath;
- (iii) immediately record the specifics of any **Loss** and the date such **Loss** was **Discovered**;
- (iv) give notice to law enforcement authorities; and
- (v) provide the **Insurer** with any cooperation and assistance that the **Insurer** may request, including assisting the **Insurer** in:
 - (a) any investigation of a **Loss** or circumstance;
 - (b) enforcing any legal rights an **Insured** or the **Insurer** may have against anyone who may be liable to an **Insured**; and
 - (c) executing any documents that the **Insurer** deems necessary to secure its rights under this policy.

The costs and expenses of establishing or proving an **Insured's Loss** under this Cyber Crime **Coverage Section**, including, without limitation, those connected with preparing a proof of **Loss**, shall be such **Insured's** obligation, and are not covered under this policy.

4.2 Basis of Valuation of Loss

If a foreign currency (a currency other than the currency in which this policy is written) is involved in a covered **Loss** sustained by the **Insured**, then for the purpose of any required calculation in the settlement of covered **Loss**, the rate of exchange shall be the rate as published by the Reserve Bank on the date of **Discovery** of the **Loss**.

Criminal Reward Fund Coverage

1. Insurance Covers

1.1 CRIMINAL REWARD FUND

The **Insurer** may pay on a **Company's** behalf, at the **Insurer's** sole and absolute discretion, a **Criminal Reward Fund**.

2. Definitions

The following definitions are specific to this **Criminal Reward Fund Coverage Section**. All other definitions set out within Section 9 (Definitions) of the **General Terms and Conditions** shall apply as stated.

CRIMINAL REWARD FUND

An amount offered by the **Insurer** for information that leads to the arrest and conviction of any individual(s) committing or trying to commit any illegal act related to the coverage under any of following **Coverage Sections** if such **Coverage Sections** are **Included**: Security and Privacy Liability **Coverage Section**, Network Interruption **Coverage Section**, Event Management **Coverage Section**, Cyber Extortion **Coverage Section** and Cyber Crime **Coverage Section**.

INSURED EVENT

The payment by the **Insurer** of the **Criminal Reward Fund**.

3. Exclusions

The following Exclusions are specific to this **Criminal Reward Fund Coverage Section**. They apply in addition to the Exclusions in Section 10 (Exclusions) of the **General Terms and Conditions** and in addition to the Exclusions set out within the **Data Protection and Cyber Liability Coverage Section**, the **Network Interruption Coverage Section**, **Event Management Coverage Section**, **Cyber Extortion Coverage Section** and **Cyber Crime Coverage Section**.

3.1 FEES, COSTS AND EXPENSES

The **Insurer** shall not be liable for any payment under this **Criminal Reward Fund Coverage Section** arising out of, based upon or attributable to any information provided by any **Insured**, an **Insured's** auditors, whether internal or external, any individual hired or retained to investigate the aforementioned illegal acts, or any other individuals with responsibilities for the supervision or management of the aforementioned individuals.

Loss Prevention Services

1. Services

1.1 LOSS PREVENTION SERVICES

The **Policyholder** is eligible to enrol for **Loss Prevention Services**. It is solely at the discretion of the **Policyholder** to enrol in the **Loss Prevention Services**, and such enrolment shall have no impact on the **Premium** charged under this policy. The **Policyholder** can begin the enrolment process by visiting the following site: www.aig.com/cyberriskconsulting.

2 Definitions

The following definitions are specific to this **Loss Prevention Services** Section.

LOSS PREVENTION SERVICES

Cyber risk management tools and services made available to the **Policyholder** as further described at the link set forth above.

3. Conditions

The following conditions are specific to this **Loss Prevention Services** Section.

The **Insurer** may modify (by adding, removing or replacing a cyber risk management tool or service) or discontinue the **Loss Prevention Services** at any time. The **Insurer** may partner with **Third Party vendors** to provide any or all of the **Loss Prevention Services** to the **Policyholder**.

The **Policyholder** is only eligible for **Loss Prevention Services** during the **Policy Period**.

Section B: Costs and Expenses

If the **Insurer** (in its sole and absolute discretion) determines that any **Loss** covered by any other section, cover, endorsement or extension of this Policy is subject to the existence or potential existence of a Charge, the **Insurer** shall not be obligated to advance any costs or expenses under that section, cover, endorsement or extension of this Policy but instead the **Insurer** shall pay such costs and expenses solely under this **Coverage Section – Costs and Expenses**.

1. All costs and expenses paid, or to be paid, under this **Coverage Section – Costs and Expenses** shall:
 - (a) be subject to the same terms and conditions (including any Exclusions or sublimits) which would have applied had the **Insurer** made payment under the applicable section, cover, endorsement or extension of this Policy which is subject to the existence or potential existence of a Charge,
 - (b) be subject to the **Limit of Liability** prescribed in the Schedule or any sublimit; and
 - (c) not include taxes other than an amount of GST for which an **Insured** is not entitled to an input tax credit; remuneration or employment-related benefits; **Loss** or any other **Damages**, compensation, fines or penalties; nor amounts which the **Insurer** is prohibited from paying by law.

2. Subject to clause 4 below, if:
 - (i) any **Loss** covered by this Policy would have been paid by the **Insurer** but for the existence or potential existence of a Charge; and
 - (ii) that **Loss** (or any part of that **Loss**) has been paid to the **Insured** under clause 1 above; and
 - (iii) upon the final determination of the existence and extent of any Charge the **Loss** (or any part of the **Loss**) is determined not to be, or to have been, any longer subject to any Charge and could, prior to reinstatement (if any), have been paid to the **Insured** under any other section, cover, endorsement or extension of this Policy;

the **Insurer** shall as soon as practicable reinstate this **Coverage Section's Limit of Liability** (without deduction or set-off) by an amount equivalent to such **Loss** or part of such **Loss** falling within each of (a), (b) and (c) above and the Limit of Liability of the corresponding section, cover, endorsement or extension of this Policy shall be reduced by the amount of the reinstatement.

3. Subject to clause 4 below, if, prior to the final determination of the existence and extent of any Charge, the **Insurer** (in its sole and absolute discretion) determines that any **Loss** paid to the **Insured** under clause 1 above could, prior to reinstatement (if any), have been paid under any other section, cover, endorsement or extension of this Policy, the **Insurer** shall as soon as practicable reinstate this **Coverage Section's Limit of Liability** by an amount equivalent to such **Loss** (without deduction or set-off) and any such amounts reinstated under this clause shall apply in reduction of any reinstatement under clause 2 above and the **Limit of Liability** of the corresponding section, cover, endorsement or extension of this Policy shall be reduced by the amount of the reinstatement.

4. The maximum amount available to reinstate this **Coverage Section's Limit of Liability** under clauses 2 and 3 above shall not exceed the **Policy Aggregate Limit of Liability** any one **Claim** limit (if any) stated in the Schedule.

For the purposes of this **Coverage Section – Costs and Expenses**, Charge means a charge arising under section 9 of the Law Reform Act 1936 as amended, re-enacted or substituted from time to time and/or any other legislative provision of similar effect.

Section C: General Terms and Conditions

In consideration of the payment of **Premium** or agreement to pay the **Premium**, the **Policyholder** and the **Insurer** agree as follows:

1. Application of General Terms and Conditions

These **General Terms and Conditions** shall apply to all **Coverage Sections**, unless a **Coverage Section** states specifically that all or part of these **General Terms and Conditions** shall not apply to that **Coverage Section**. The terms and conditions set forth in each **Coverage Section** shall only apply to that particular **Coverage Section**. Where there is conflict or ambiguity between these **General Terms and Conditions** and the terms and conditions set forth in any **Coverage Section**, the terms and conditions set forth in such **Coverage Section** shall prevail to the extent of such conflict or ambiguity. The definitions shall have the meaning given to them either in Section 9 (Definitions) of these **General Terms and Conditions** or in the **Coverage Section** they are used in.

2. Cover

The **Insurer** will provide insurance cover as set out in those **Coverage Sections** which are **Included**.

3. Limits of Liability

The total amount payable by the **Insurer** under this policy for the **Policy Period** for all **Loss** in the aggregate arising from all **Insured Events** covered by this policy shall not exceed the **Policy Aggregate Limit of Liability**.

In respect of each **Coverage Section**, the total amount payable by the **Insurer** under this policy for the **Policy Period** for all **Loss** in the aggregate arising from all **Insured Events** covered by that **Coverage Section** shall not exceed that **Coverage Section's Coverage Section Limit of Liability**. Each **Coverage Section Limit of Liability** is part of and not in addition to the **Policy Aggregate Limit of Liability**. Payments of **Loss** under any **Coverage Section** shall erode the **Policy Aggregate Limit of Liability**.

The total amount payable by the **Insurer** for **Loss** in respect of which a sub-limit is specified in the schedule or any other provision of this policy shall not exceed that sub-limit. Sub-limits are part of and not in addition to the **Policy Aggregate Limit of Liability** and the **Coverage Section Limit of Liability** of the **Coverage Section** which covers the **Loss**. Each such sub-limit is, unless specifically stated otherwise, for the **Policy Period** for all **Loss** in the aggregate arising from all **Insured Events** covered by this policy.

Amounts specified for the **Policy Aggregate Limit of Liability**, **Coverage Section** Limits of Liability, sub-limits and other limits are limits for all **Insureds** together, not limits per **Insured**.

4. Retentions

With respect to each **Single Insured Event**, the **Insurer** shall only pay that part of **Loss** which exceeds the **Retention**. The **Insurer** may, in its sole and absolute discretion, advance **Loss** within the **Retention**, and, in that event, such amounts shall be reimbursed to the **Insurer** by the **Policyholder** forthwith.

The **Retention** is to be borne by the **Insureds** and shall remain **uninsured**. In the event that a **Single Insured Event** triggers more than one **Retention**, then, as to such **Single Insured Event**, the highest of those **Retentions** shall apply with regard to the **Loss**.

The **Retentions** for each **Coverage Section** are set out in the schedule. The application of a **Retention** to **Loss** under one **Coverage Section** shall not reduce the **Retention** applicable under any other **Coverage Section**.

5. Subrogation

Where any amount is paid under this policy in respect of an **Insured Event**, the **Insurer** shall be subrogated to all rights of recovery of each **Insured** (whether or not the **Insured** has been fully compensated for its actual **loss**). The **Insurer** shall be entitled to pursue and enforce such rights in the name of the **Insured** and the **Insured** shall execute all papers required and shall do everything necessary to secure and preserve the rights, including the execution of the documents necessary to enable to **Insurer** effectively to bring suit in the name of the **Insured**. No **Insured** shall do anything to prejudice the **Insurer's** rights of recovery.

A **Company** may waive an **Insured's** rights to recovery against others if such **Company** does so in writing and before the **Insured Event** occurred.

6. Recoveries

In the event the **Insurer** recovers amounts it pays under this policy, the limits and sub-limits out of which those amounts are paid shall be replenished to the extent of the recovery less any costs of recovery.

Amounts recovered in excess of the **Insurer's** total payment under this policy (less any costs of recovery) shall be returned to the relevant **Insured**.

The **Insurer** assumes no duty to seek a recovery of any amounts paid under this policy.

7. Claims

1. NOTICE AND REPORTING

It is a condition precedent to the **Insurer's** liability under this policy for **Loss** arising from an **Insured Event**:

- (i) that the **Insurer** is given written notice of that **Insured Event** as soon as practicable after a **Company's Responsible Officer** first becomes aware of it; and
- (ii) that the **Insurer** is given written notice of any circumstances that a **Company's Responsible Officer** may become aware of and which may reasonably be expected to give rise to that **Insured Event** as soon as practicable following that awareness,

but in all events, no later than:

- (a) 60 days after the end of the **Policy Period**; or
- (b) expiry of any applicable **Discovery Period**.

A notice of circumstances which may reasonably be expected to give rise to an **Insured Event** must include, to the extent known after reasonable inquiry, the reasons for anticipating the **Insured Event** and particulars as to dates, acts and the potential **Insureds** and claimants concerned.

Unless otherwise expressly stated, all notifications must be in writing:

1. by post and the date of posting shall constitute the date that notice was given, and proof of posting shall be sufficient proof of notice, to:
New Zealand Claims Manager
AIG New Zealand Insurance Limited
PO Box 1745 Shortland Street
Auckland 1140, or
2. by email to: finclaims@aig.com

Where the First Response Cover is **Included** and a **Company** has notified the **Insurer** of an **Insured Event** by calling the Emergency Number specified in the schedule, then, provided the **Insurer** has acknowledged the call, the **Company** will be deemed to have provided written notice to the **Insurer** as set out in this Section 7.1 (Notice and Reporting).

2. RELATED CLAIMS, INSURED EVENTS OR CIRCUMSTANCES

If a **Claim**, other **Insured Event** or circumstance is notified in writing to the **Insurer** as required by Section 7.1 (Notice and Reporting) of these **General Terms and Conditions**, then all subsequent **Claims**, other **Insured Events** and circumstances that constitute

a **Single Insured Event** with that notified **Claim**, other **Insured Event** or circumstance shall be:

- (i) deemed to have been first made (in the case of **Claims**), to have first occurred (in the case of other **Insured Events**) and to have been first notified (in the case of circumstances) at the time when that notified **Claim**, other **Insured Event** or circumstance (respectively) was first made, first occurred or was first notified; and
- (ii) deemed to be notified to the **Insurer** at the time that required or permitted notice was given.

For the purposes of this Section 7.2 (Related **Claims, Insured Events** or Circumstances), a circumstance which may reasonably be expected to give rise to an **Insured Event** and which is notified in writing to the **Insurer** as required by Section 7.1 (Notice and Reporting) of these **General Terms and Conditions** shall be deemed to be an **Insured Event**.

3. DEFENCE AND SETTLEMENT

The **Insurer** has the right but no obligation to defend any **Claim** or **Regulatory Investigation**.

Each **Insured** shall have the obligation to defend and contest a **Claim** or **Regulatory Investigation** made against them unless the **Insurer**, in its sole and absolute discretion, elects in writing to take over and conduct the defence and settlement of the **Claim** or **Regulatory Investigation**. If the **Insurer** does not so elect, it shall be entitled, but not required, to participate fully in that defence and the negotiation of any settlement that involves or appears reasonably likely to involve the **Insurer** making a payment under this policy.

If legal representation is necessary in relation to any **Insured Event**, the **Insurer** shall select a law firm from its legal panel to provide such legal representation. Should an **Insured** wish to appoint a different law firm, that **Insured** shall make the request in writing to the **Insurer** prior to retaining that law firm. Such request shall include the identity of the proposed fee earners, the proposed hourly rates for each fee earner, a summary of the firm's and those fee earners' experience in handling similar matters and a budget for the **Insured Event**, and any other relevant information which the **Insurer** may request. The **Insurer** shall not be obliged to agree to the **Insured's** request.

The **Insurer** has the right at any time after notification of an **Insured Event** to make a payment to the **Insured** of the unpaid balance of the **Coverage Section Limit of Liability** (or, if a sub-limit is applicable to that **Insured Event**, the unpaid balance of that sub-limit), and upon making such payment, all obligations of the **Insurer** under this policy for that **Insured Event**, including, if any, those relating to defence of such **Insured Event**, shall cease.

4. INSURER'S CONSENT

No **Insured** shall admit or assume any liability, enter into any settlement agreement, consent to any judgment, incur any **Defence Costs** or incur any other amounts where consent is required under this policy without the prior written consent of the **Insurer** (which shall not be unreasonably withheld or delayed, provided that the **Insurer** shall be entitled to exercise all of its rights under the policy). Only liabilities, settlements, judgments and **Defence Costs** (and other amounts where consent is required under this policy) consented to by the **Insurer**, and judgments resulting from **Claims** defended in accordance with this policy or other **Insured Events** handled in accordance with this policy, shall be recoverable as **Loss** under this policy.

Notifying a **Regulator** of an actual or potential **Breach of Confidential Information** or breach of **Data Protection Legislation** will not be regarded as an admission of liability for the purposes of this Section 7.4 (**Insurer's Consent**).

5. INSURED'S CONSENT

The **Insurer** may make any settlement of any **Insured Event** it deems expedient with respect to any **Insured**, subject to such **Insured's** written consent (which shall not be unreasonably withheld or delayed). If any **Insured** withholds or delays consent to such settlement, the **Insurer's** liability for all **Loss** arising from such **Insured Event** shall not exceed the amount for which the **Insurer** could have settled such **Insured Event**, plus **Defence Costs** (and other costs covered by this policy in relation to that **Insured Event**) incurred as of the date such settlement was proposed in writing by the **Insurer**, less coinsurance (if any) and the applicable **Retention**.

6. COOPERATION

Each **Insured** will at their own cost:

- (i) provide all reasonable assistance to the **Insurer** and co-operate in the investigation, defence, settlement or appeal of any **Insured Event** and the assertion of indemnification and contribution rights;
- (ii) use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any **Loss** under this policy; and
- (iii) give such information and assistance to the **Insurer** as the **Insurer** may reasonably require to enable it to investigate any **Loss** or determine the **Insurer's** liability under this policy.

7. OTHER INSURANCE

- (i) The Network Interruption, Event Management and Cyber Extortion **Coverage Sections** are written on a primary basis.
- (ii) Each other **Coverage Section** shall always apply excess over any other valid and collectable: (i) insurance unless such other insurance is expressly written to be excess over the **Policy Aggregate Limit of Liability** or that **Coverage Section's Coverage Section Limit of Liability**; and (ii) indemnity available to the **Insured**.
- (iii) With respect to any **Loss** covered under this policy for which coverage is also provided by one or more other policies issued by the **Insurer** or any affiliate thereof, including any renewal or replacement thereof (the "Other Policy"), the most the **Insurer** or such affiliate shall pay under both policies combined shall not be greater than this policy's **Limit of Liability** or the Other Policy's aggregate **Limit of Liability**, whichever is higher.

- (iv) Subject to subparagraph 7.7(ii) above, if coverage for a **Loss** is sought by the **Policyholder** under both this policy and the Other Policy, the **Insurer** will only be liable under this policy for the **Insurer's** pro-rata portion of the **Loss**. The **Insurer's** pro-rata portion of the **Loss** shall not be greater than the proportion of the **Loss** that this policy's applicable limit(s) of coverage bears to the total of the applicable limits of liability of both policies.

Nothing in the foregoing shall be construed to increase any Sublimit of Liability, **Coverage Section's Coverage Section Limit of Liability** or the **Limit of Liability**.

8. ALLOCATION

In the event that any **Insured Event** involves both covered matters and matters not covered under this policy or involves persons covered and persons not covered under this policy, a fair and proper allocation of any costs of defence, **Damages**, judgments or settlements or other costs and expenses shall be made between each **Insured** and the **Insurer** taking into account the relative legal and financial exposures attributable to covered matters and matters not covered under this policy.

8. General Provisions

CANCELLATION BY POLICYHOLDER

This policy may be cancelled by the **Policyholder** providing written notice to the **Insurer**. If no **Claim** has been made or other actual or alleged **Insured Event** has occurred and no circumstance has been notified prior to such cancellation, the **Insurer** shall retain the pro-rata proportion of **Premium** due for time on risk. Otherwise, the **Premium** shall not be returned and shall be deemed fully earned at the inception date specified in the schedule.

CANCELLATION BY INSURER

This policy may be cancelled by the **Insurer** delivering to the **Policyholder** by registered, certified, other first class mail or other reasonable delivery method, at the address of the **Policyholder** set forth in the Schedule, written notice starting when, not less than thirty (30) days thereafter, (ten (10) days in the event of cancellation for non-payment of **Premium**), the cancellation shall be effective. Proof of mailing or delivery of such notice shall be sufficient proof of notice and this policy shall be deemed cancelled as to all **Insureds** at the date and hour specified in such notice. In such case, the **Insurer** shall be entitled to a pro-rata proportion of the **Premium**. Payment or tender of any unearned **Premium** by the **Insurer** shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.

INSURED'S INSOLVENCY

Insolvency, bankruptcy, winding up of any kind, administration, administrative receivership, voluntary arrangement or any other insolvency procedure of an **Insured** shall not relieve the **Insurer** of any of its obligations under this policy.

AUTHORITY OF POLICYHOLDER

Except as provided in Section 7.1 (Notice and Reporting) of these **General Terms and Conditions**, the **Policyholder** shall act on behalf of all **Insureds** with respect to all matters relevant to this policy except if and when the **Policyholder** is in bankruptcy, winding up of any kind, administration, administrative receivership, voluntary arrangement or any other insolvency procedure, in which case each **Insured** shall act on their own behalf.

ASSIGNMENT

This policy and any rights under or in respect of it cannot be assigned without the prior written consent of the **Insurer**.

GOVERNING LAW

This policy and any disputes or **Claims** 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 New Zealand.

INTERPRETATION

The descriptions in the headings and titles of this policy are solely for reference and convenience and do not lend any meaning to this policy. Words and expressions in the singular shall include the plural and vice versa. All references to specific legislation include amendments to and re-enactments of such legislation and similar legislation in any jurisdiction in which a **Claim** is made or an **Insured Event** occurs. References to positions, offices or titles shall include their equivalents in any jurisdiction in which **Claim** is made or an **Insured Event** occurs. Words in bold typeface have special meaning and are defined in these **General Terms and Conditions** or in the applicable **Coverage Section**. References in this policy to the schedule or a Section mean the schedule to or a Section of this policy unless otherwise stated. Wherever the word "person" or "persons" appears in this policy, it means legal or natural person or persons unless otherwise specified.

DISPUTE RESOLUTION

We are committed to handling any complaints about our products or services efficiently and fairly.

If you have a complaint:

- (i) contact your insurance intermediary and they may raise it with us;
- (ii) if your complaint is not satisfactorily resolved you may request that your matter be reviewed by management by writing to:

The Complaints Manager

AIG Insurance New Zealand Limited
PO Box 1745 Shortland Street
Auckland 1140

We are also a member of an independent dispute resolution scheme operated by Financial Services Complaints Limited (FSCL) and approved by the Ministry of Consumer Affairs.

Your complaint will be referred to FSCL if We have reached a “deadlock” in trying to resolve it. FSCL’s contact details are info@fscl.org.nz or telephone 0800 347 257.

Full details of how to access the FSCL scheme can be obtained on their website www.fscl.org.nz. There is no cost to You to use the services of FSCL.

9. Definitions

Terms appearing in **bold** in these **General Terms and Conditions** and not defined in this Section 9 (Definitions) shall have the meaning ascribed to them in the applicable **Coverage Section** for the purposes of coverage provided under that particular **Coverage Section**.

Certain terms may have different meanings dependent on the applicable **Coverage Section**. Where a term is defined in more than one **Coverage Section** it shall have the meaning ascribed to it in the **Coverage Section** in which it appears, but that meaning shall apply solely for purposes of coverage provided under that particular **Coverage Section**.

The following terms are applicable to all **Coverage Sections** and shall have the meanings set out below:

COMPANY

The **Policyholder** or any **Subsidiary**.

CONTINUITY DATE

With respect to a **Coverage Section** or a specific Cover within a **Coverage Section**, the date specified in the schedule as its **Continuity Date**.

COVERAGE SECTION

A **Coverage Section** listed in the schedule. The **Insurer** will provide only the insurance cover set out in those **Coverage Sections** which are **Included**.

COVERAGE SECTION LIMIT OF LIABILITY

With respect to a **Coverage Section**, the amount specified in the schedule as its **Coverage Section Limit of Liability**.

CRYPTOCURRENCY

A digital representation of value based on the cryptographic protocol of a computer network and that is intended to be used as a medium of exchange and/or store of value.

DATA

Any electronically stored, digital or digitised information, including software. For the purposes of this policy, **Data** is not tangible property.

DISCOVERY PERIOD

A period immediately following the expiry of the **Policy Period** during which written notice may be given to the **Insurer** of a **Claim** first made during such period or the **Policy Period** for a **Wrongful Act** prior to the expiry of the **Policy Period**.

EMPLOYEE

A natural person under a contract of employment with a **Company**.

Employee does not include any:

- (i) principal, partner, director or officer; or
- (ii) temporary contract labourer, self-employed person or labour-only sub-contractor.

FULL ANNUAL PREMIUM

The **Premium** plus any additional **Premium** (as annualised) charged for any endorsements applied to this policy during the **Policy Period**.

GENERAL TERMS AND CONDITIONS

This policy's **General Terms and Conditions**.

INCLUDED

Shown in the schedule as **Included**.

INSURER

As specified in the schedule

POLICY AGGREGATE LIMIT OF LIABILITY

The amount specified under **Policy Aggregate Limit of Liability** in the schedule.

POLICY PERIOD

The period of time from the inception date specified in the schedule to the expiry date specified in the schedule or, if earlier, to the date of cancellation of this policy.

POLICYHOLDER

The entity specified under **Policyholder** in the schedule.

POLLUTANTS

Any solid, liquid, biological, radiological, gaseous or thermal irritant or containment whether occurring naturally or otherwise, including asbestos, smoke, vapour, soot, fibres, mould, spores, fungus, germs, acids, alkalis, nuclear or radioactive material of any sort, chemicals or waste. Waste includes material to be recycled, reconditioned or reclaimed.

PREMIUM

The **Premium** detailed under **Premium** in the schedule.

RESPONSIBLE OFFICER

Any Chief Executive Officer, Chief Financial Officer, Chief Compliance Officer, Chief Information Officer, **Data** Protection Officer, Chief Information Security Officer, Risk Manager, General Counsel or position equivalent to any of the foregoing.

RETENTION

With respect to a **Coverage Section** or Cover, the amount or amounts specified in the schedule as its **Retention**.

RETROACTIVE DATE

With respect to a **Coverage Section**, the date specified in the schedule as its **Retroactive Date**.

SINGLE INSURED EVENT

Any one or more **Insured Events** to the extent that such **Insured Events** arise out of, are based upon, are in connection with, or are otherwise attributable to the same originating cause or source. All such **Insured Events** shall be regarded as a **Single Insured Event** regardless of whether such **Insured Events** involve the same or different claimants, **Insureds** or causes of action.

SUBSIDIARY

Any entity of which the **Policyholder** has or had Control on or before the inception date specified in the schedule either directly or indirectly through one or more of its other **Subsidiaries**.

Subsidiary shall also automatically include any entity of which the **Policyholder** acquires Control, either directly or indirectly through one or more of its other **Subsidiaries** during the **Policy Period**, provided that such acquired entity:

- (i) undertakes materially similar or identical business activities to the acquiring company;
- (ii) has no prior **Claims** or **Losses** that could otherwise be covered under this policy;
- (iii) has total gross revenues that are less than 10% of the total gross revenue of the **Policyholder**; and
- (iv) generates less than 50% of their total gross revenue from the United States of America.

For the purposes of this definition “Control” means where the **Policyholder**:

- (a) controls the election of the majority of the board of directors of such entity;
- (b) controls more than half of the voting power of such entity; or
- (c) holds more than 50% of the issued share / equity capital of such entity.

Cover under this policy for such entities which the **Policyholder** has acquired Control, either directly or indirectly through one or more of its other **Subsidiaries** during the **Policy Period**, shall only apply to **Claims** made or other **Insured Events** first occurring on or after the date of acquisition.

Notwithstanding anything to contrary in this Policy, the applicable **Retroactive Date** and **Continuity Date** in respect of each such entity shall be the date on which the **Policyholder** acquired Control of the entity.

THIRD PARTY

Any entity or natural person except:

- (i) any **Insured**; and
- (ii) any other entity or natural person having a financial interest or executive role in the operation of a **Company**.

10. Exclusions

The following Exclusions apply to all **Coverage Sections** and in addition to the Exclusions set out in each **Coverage Section**.

CONDUCT

The **Insurer** shall not be liable for **Loss**, arising out of, based upon, or attributable to:

- (i) any wilful disregard or non-compliance with a ruling, direction or injunction by a court, tribunal, arbitrator or a **Regulator** within the relevant jurisdiction;
- (ii) the committing of any dishonest, fraudulent, criminal, reckless or malicious act, error or omission, or any intentional or knowing violation of the law, if committed by:
 - (a) any director, principal, partner or **Responsible Officer** of a **Company**, whether acting on their own or in collusion with others; or
 - (b) any **Employee** acting in collusion with any of a **Company's** directors, principals, partners or **Responsible Officers**.

The **Insurer** will continue to pay, on behalf of the **Insured**, **Defence Costs** under this policy until either (i) or (ii) above is found by a court, tribunal, arbitrator or **Regulator** to have been committed by the **Insured**. Following such finding the **Insurer** shall be entitled to repayment of any amount paid to the **Insured** under this policy.

NATURAL DISASTER

The **Insurer** shall not be liable for **Loss**, arising out of, based upon, or attributable to any fire, smoke, explosion, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, Act of God or any natural event howsoever caused.

POLLUTION

The **Insurer** shall not be liable for **Loss**, arising out of, based upon, or attributable to:

- (i) the actual, alleged or threatened discharge, dispersal, seepage, release, migration or escape of **Pollutants**;
- (ii) any direction, request or effort to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise **Pollutants** or respond to or assess the effects of **Pollutants**; or
- (iii) any actual or alleged act, error or omission in any way connected to **Pollutants**.

PRIOR CLAIMS AND CIRCUMSTANCES

The **Insurer** shall not be liable for **Loss**, arising out of, based upon, or attributable to:

- (i) any circumstance or **Insured Event** that as of the inception date specified in the schedule may reasonably have been expected by a **Company's Responsible Officer** to give rise to a **Claim** under this policy; or any circumstance or **Insured Event** of which notice has been given under any policy of which this policy is a renewal or replacement or which it may succeed in time;
- (ii) any pending or prior civil, criminal, administrative or regulatory proceeding, investigation, arbitration, mediation, other dispute resolution or adjudication of which a **Company's Responsible Officer** had notice as of the **Continuity Date**, or alleging or deriving from the same or essentially the same facts alleged in such actions; or
- (iii) any **Insured Event** that would otherwise constitute a **Single Insured Event** with any **Claim** or other matter reported under any policy of which this policy is a renewal or a replacement or which it may succeed in time.

SATELLITE FAILURE

The **Insurer** shall not be liable for **Loss**, arising out of, based upon, or attributable to any satellite failure.

MONETARY VALUE

The **Insurer** shall not be liable for **Loss** consisting of the actual monetary value of cash or a monetary instrument (including **Cryptocurrency**) arising from:

- (i) the theft of such cash or monetary instrument (including **Cryptocurrency**) from an **Insured**; or
- (ii) the transfer or **Loss** of such cash or monetary instrument (including **Cryptocurrency**) from or to an **Insured's** accounts or accounts under an **Insured's** control, including customer accounts. Accounts includes deposit, credit, debit, prepaid and **securities** brokerage accounts.

This Exclusion shall not apply to coverage **Included** under the Cyber Crime **Coverage Section**.

SANCTIONS

The **Insurer** shall not be deemed to provide cover and the **Insurer** shall not be liable to pay any **Claim** or provide any benefit hereunder to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose the **Insurer**, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the United Kingdom or the United States of America.

TAXES

The **Insurer** shall not be liable for **Loss** arising out of, based upon, or attributable to, or consisting of, any taxes payable by a **Company** howsoever arising, other than any GST or equivalent taxes payable in connection with the provision of products or services covered under this Policy, including but not limited to **IT Services, Legal Services, Reputation Protection Services, Notification Expenses, Credit Monitoring and ID Monitoring Services** or **Cyber Extortion Services**.

UNINSURABLE AND PROHIBITED LOSS

The **Insurer** shall not be liable for **Loss**:

- (i) which is uninsurable under the law of this policy or the law of the jurisdiction where the **Claim** is first made or other **Insured Event** first occurs; or
- (ii) which the **Insurer** is prohibited from paying by law or regulation (or any successor organisation).



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