



CyberPro Policy

THIS POLICY IS A CLAIMS MADE AND REPORTED POLICY WITH DEFENCE COSTS, EXPENSES OR ANY OTHER AMOUNT COVERED UNDER THIS POLICY INCLUDED WITHIN THE LIMIT EXCEPT AS OTHERWISE MIGHT BE PROVIDED WITHIN ANY ATTACHED ENDORSEMENTS. THIS POLICY COVERS ONLY CLAIMS FIRST MADE AND REPORTED TO US DURING THE POLICY PERIOD AND ARISING FROM ANY WRONGFUL ACTS, FACTS, OR CIRCUMSTANCES THAT WERE FIRST COMMITTED OR OCCURRED ON OR AFTER THE RETROACTIVE DATE BUT BEFORE THE END OF THE POLICY PERIOD. ALL CLAIMS ARE SUBJECT TO THE APPLICABLE LIMITS OF INDEMNITY AND THE APPLICABLE EXCESS(ES) AS STATED IN THE SCHEDULE, WHICH ARE CONSIDERED TO BE PART OF THIS POLICY.

TERMS THAT APPEAR IN BOLD FACE TYPE ARE DEFINED TERMS IN THIS POLICY AND HAVE SPECIAL MEANING. PLEASE READ THIS POLICY CAREFULLY.

You have purchased some or all of the Insuring Modules contained within this policy. The Insuring Modules purchased are what **we** cover. Please refer to the Schedule, which show the Insuring Module(s) **you** have purchased. If an Insuring Module(s) has not been purchased, that portion of this policy is not applicable and no coverage will be provided under that Insuring Module.

I. WHAT WE COVER: INSURING MODULES

INSURING MODULE 1: (SECURITY AND PRIVACY LIABILITY)

We shall pay on **your** behalf **damages** and **claims expenses** that exceed **your excess** as stated within item 4 of the Schedule, which **you** become legally obligated to pay as a result of any **claim** first made against **you** and notified by **you** to **us** in writing, in accordance with Section IX of this policy, during the **policy period**, arising from an actual or alleged **security and privacy wrongful act(s)** for which **you** are legally liable provided that such act(s) occurred on or after the **retroactive date**.

INSURING MODULE 2: (MULTIMEDIA AND INTELLECTUAL PROPERTY LIABILITY)

We shall pay on **your** behalf **damages** and **claims expenses** that exceed **your excess** as stated within item 4 of the Schedule, which **you** become legally obligated to pay as a result of any **claim** first made against **you** and notified by **you** to **us** in writing, in accordance with Section IX of this policy, during the **policy period**, resulting from any actual or alleged **multimedia and intellectual property wrongful act(s)** arising during **your multimedia** activities, provided that such act(s) occurred on or after the **retroactive date**.

INSURING MODULE 3: (TECHNOLOGY SERVICES)

We shall pay on **your** behalf **damages** and **claims expenses** that exceed **your excess** as stated within item 4 of the Schedule, which **you** become legally obligated to pay as a result of any **claim** first made against **you** and notified by **you** to **us** in writing, in accordance with Section IX of this policy, during the **policy period**, arising from an actual or alleged **professional wrongful act(s)**, provided that such act(s) occurred on or after the **retroactive date**.

INSURING MODULE 4: (MISCELLANEOUS PROFESSIONAL SERVICES)

We shall pay on **your** behalf **damages** and **claims expenses** that exceed **your excess** as stated within item 4 of the Schedule, which **you** become legally obligated to pay as a result of any **claim** first made against **you** and notified by **you** to **us** in writing, in accordance with Section IX of this policy, during the **policy period**, arising from an actual or alleged **professional wrongful act(s)**, provided that such act(s) occurred on or after the **retroactive date**.

INSURING MODULE 5: (NETWORK INTERRUPTION AND RECOVERY)

We shall indemnify **you** for **network expenditure** incurred during the **restoration period** that exceeds **your excess** as stated within item 4 of the Schedule, and for **loss of business income** after expiration of the applicable **waiting period** as stated within item 4 of the Schedule, resulting from a **network event** sustained by **you** and notified by **you** to **us** in writing, in accordance with Section IX of this policy, during the **policy period**, provided that such event(s) occurred on or after the **retroactive date**.

INSURING MODULE 6: (EVENT SUPPORT EXPENSES)

We shall pay on **your** behalf **event management costs**, **notification expenses**, **support and credit monitoring expenses** and **third party event support expenses** that exceed **your excess** as stated within item 4 of the Schedule, when such costs and expenses are incurred, following a **security event**, **privacy event**, **social media event** or breach of **privacy regulations** and notified by **you** to **us** in writing, in accordance with Section IX of this policy, during the **policy period**, provided that such event(s) or breach(es) occurred on or after the **retroactive date**.

INSURING MODULE 7: (PRIVACY REGULATORY DEFENSE AND PENALTIES)

We shall pay on **your** behalf those amounts that exceeds **your excess** as stated within item 4 of the Schedule, which **you** become legally obliged to pay, including **claims expenses**, as a result of a civil regulatory action, including a **regulatory compensatory award**, civil penalty, or fines to the extent insurable by law, imposed by a federal, state, governmental or other regulatory body against **you** and notified by **you** to **us** in writing in accordance with Section IX of this policy, during the **policy period**, as a result of a **privacy event**, **security event**, or breach of **privacy regulations** sustained by **you**, provided that such event(s) or breach(es) occurred on or after the **retroactive date**.

INSURING MODULE 8: (NETWORK EXTORTION)

We shall pay on **your** behalf **network extortion monies** that exceed **your excess** as stated within item 4 of the Schedule, when such monies are paid by **you** following a **network extortion threat** to the extent insurable by law and notified by **you** to **us** in writing, in accordance with Section IX of this policy, during the **policy period**, provided that such threat (s) occurred on or after the **retroactive date**.

INSURING MODULE 9: (ELECTRONIC THEFT, COMPUTER FRAUD AND TELECOMMUNICATIONS FRAUD)

We shall indemnify **you** for **your** direct monetary loss that exceed **your excess** as stated within item 4 of the Schedule, sustained from **electronic theft, computer fraud, or telecommunications fraud** which occurs on **your computer network** and arises from a **security event** sustained by **you** and notified by **you** to **us** in writing, in accordance with Section IX of this policy, during the **policy period**, provided that such event(s) occurred on or after the **retroactive date**. Direct monetary loss only includes the specific amount lost by **you** due to the **electronic theft, computer fraud or telecommunications fraud** and does not include any other amounts.

INSURING MODULE 10: (SOCIAL ENGINEERING FRAUD)

We shall indemnify **you** for **your** direct monetary loss that exceeds **your excess** as stated within item 4 of the Schedule sustained from **social engineering fraud** and arises from a **security event** sustained by **you** and notified by **you** to **us** in writing, in accordance with Section IX of this policy, during the **policy period**, provided that such event(s) occurred on or after the **retroactive date**. Direct monetary loss only includes the specific amount lost by **you** due to **social engineering fraud** and does not include any other amounts.

INSURING MODULE 11: (REPUTATIONAL DAMAGE)

We shall indemnify **you** for **reputational damage** incurred during the **restoration period** that exceeds **your excess** as stated within item 4 of the Schedule arising directly from a **network event** sustained by **you** and notified by **you** to **us** in writing, in accordance with Section IX of this policy, during the **policy period** provided that such **network event** occurred on or after the **retroactive date**.

II. DEFENCE, SETTLEMENT, AND INVESTIGATION OF CLAIMS

- A. With respect to Insuring Modules 1, 2, 3, 4, and 7, if purchased, **we** shall have the right but not the obligation, to take control of and conduct in **your** name the investigation, defence, or settlement of any **claim** or circumstance as **we** in **our** absolute discretion see fit.
- B. The Limit of Indemnity available to pay **damages** and as stated within item 3 of the Schedule shall be reduced, and may be completely exhausted, by payment of **claims expenses** or any other amounts covered under the policy. **Damages, claims expenses**, and any other amounts covered under this policy shall be applied against the **excess**.
- C. **We** shall have the right to make any investigation **we** deem necessary including, without limitation, any investigation with respect to the **application** and statements made in the **application** and with respect to coverage.
- D. With respect to Insuring Modules 1, 2, 3, 4, and 7, if **you** refuse to consent to any settlement or compromise recommended by **us** that is acceptable to the claimant and elect to contest the **claim**, **our** total indemnity for any **damages, claims expenses**, and other amounts covered under this policy shall not exceed:
 - 1. The amount for which the **claim** could have been settled, less the remaining **excess**, plus the **claims expenses** incurred up to the time of such refusal; and
 - 2. Twenty five percent (25%) of any **damages, claims expenses**, or other amounts covered under this policy incurred after the date such settlement or compromise was recommended to **you**. The remaining seventy five percent (75%) of such **damages, claims expenses**, or other amounts covered under this policy are to be borne by **you** at **your** own risk and are uninsured under this policy.

or the unexhausted portion of the applicable Limit of Indemnity, whichever is less.

- E. It is further provided that **we** shall not be obligated to pay any **damages, claims expenses**, or any other amounts covered under this policy, or to undertake or continue defense of any suit or proceeding after the applicable Limit of Indemnity has

been exhausted by payment of **damages, claims expenses**, or other amounts covered under this policy and that upon such payment, **we** shall have the right to withdraw from the further defense thereof by tendering control of said defense to **you**.

III. LIMIT OF INDEMNITY

- A. The Limits of Indemnity set forth in item 3(A) of the Schedule shall be the limit of **our** indemnity for each **claim** and in the aggregate arising under each Insuring Module, including **claims expenses**, where applicable.
- B. The Limits of Indemnity set forth in item 3(B) of the Schedule shall be **our** total Limit of Indemnity under this policy regardless of the number of Insuring Modules that apply, including **claims expenses** where applicable.
- C. Notwithstanding the aggregate Limit of Indemnity under each Insuring Module as set forth in item 3(A) of the Schedule, all payments made under this policy, regardless of the number of Insuring Modules that apply, will reduce the total Limit of Indemnity set forth in item 3(B) of the Schedule. In no event will **we** pay more than the total Limit of Indemnity as set forth in item 3(B) of the Schedule.
- D. All **claims** arising out of the same event, without regard to the number of insureds, **claims**, or claimants shall be considered a single **claim** and only one Limit of Indemnity, as set forth in item 3(A) of the Schedule, will apply. All such **claims** shall be deemed to have been made at the time of the first such **claim**.
- E. In the event that a **claim** is notified by **you**, in accordance with Section IX of this policy, and attaches to more than one Insuring Module, only one Limit of Indemnity as set forth in item 3(A) of the Schedule shall apply. In such event, at most, only the highest of the applicable Limits of Indemnity shall apply to such **claim**. **We** have the sole discretion to allocate **claims** paid, if any, against the appropriate applicable Limit of Indemnity. With regard to such **claim**, in no event shall the amount paid by **us** under any Insuring Module be greater than the Limit of Indemnity specified in item 3(A) of the Schedule.

IV. EXCESS

- A. The **excess** specified in item 4 of the Schedule shall apply to each and every **claim**. The **excess** shall be satisfied by **your** payment of amounts covered under the policy. If a **claim** attaches to more than one Insuring Module, only the highest **excess** applies.
- B. **Your** payment of the applicable **excess** is a condition precedent to the payment by **us** of any amounts covered under this policy and **we** shall only be liable for the amount which exceeds the **excess**, not to exceed **our** total Limit of Indemnity as stated in item 3 of the Schedule. **You** shall make direct payments within the **excess** to the appropriate parties.
- C. All **claims** arising out of the same, originating cause, without regard to the number of insureds, **claims**, or claimants shall be considered a single **claim** and only one **excess** shall apply. All such **claims** shall be deemed to have been made at the time of the first such **claim**.
- D. **We** will not indemnify **you** in respect of **loss of business income** incurred during the time of the **waiting period** listed in item 4 of the Schedule.

V. TERRITORIAL LIMITS

This policy applies to any wrongful acts, insured events, breaches or threats detailed under the relevant Insuring Modules, committed, alleged to have been committed or occurring anywhere in the world unless otherwise stated in item 10 of the Schedule.

VI. INSURED

The insured means:

- A. The legal entity(s) shown in item 1 of the Schedule;
- B. Any **subsidiary** of the legal entity(s) shown in item 1 of the Schedule, but only with respect to wrongful acts, insured events, breaches or threats as detailed under the relevant Insuring Module that occur while it is a **subsidiary** and otherwise covered by this policy;

- C. Any past, present, or future officer, director, trustee, or **employee** of any party described in VI (A) or (B) above, but only while acting within the scope of their duties as such;
- D. In the event that any party described in VI (A) or (B) above is a partnership, limited liability partnership, or limited liability company, then any partner, principal, member, or owner thereof, but only while acting within the scope of their duties as such;
- E. Any agent or independent contractor, including distributors, licensees, and sub-licensees, but only while acting on behalf of, at the direction of, or under the control of any party described in VI (A) or (B) above; and
- F. Any entity required by contract to be named an insured under this policy and to whom **we** consent in writing, but only for the acts of any such entity as provided by the contract, and as detailed under the relevant Insuring Module.

VII. DEFINITIONS

- A. **Application** means all application forms, including any attachments thereto, and all other information and materials submitted to **us** by **you** or on **your** behalf in connection with the underwriting of this policy. All such applications, attachments, information, and materials are deemed attached to and incorporated into this policy.
- B. **Bodily injury** means physical injury, sickness, disease, death, mental anguish, mental injury, shock, humiliation or emotional distress sustained by any person.
- C. **Breach of contract** means breach of a written contract(s) with a client to perform **technology services** because of:
 - 1. The **technology services** being negligently performed or containing a material defect;
 - 2. The **technology services** failing to meet any statutory term concerning quality, safety, or fitness for a particular express purpose, or failing to meet an implied duty to exercise that degree of care or skill consistent with applicable industry standards; or
 - 3. Breach of any hold harmless or indemnity provision regarding infringement of intellectual property rights, breach of security, or the confidentiality of information.
- D. **Claim** means:
 - 1. A written demand for monetary damages or non-monetary relief, a request for a standstill agreement, the service of civil proceedings, or institution of arbitration proceedings received by **you** seeking monetary damages or the threat or initiation of proceedings seeking a temporary restraining order or an interim or permanent injunction;
 - 2. Formal regulatory action to the extent covered by Insuring Module 7;
 - 3. A **network event**;
 - 4. **Notification** to **us** of the need to incur **event management costs, notification expenses, support and credit monitoring expenses** or **third party event support expenses**;
 - 5. A **network extortion threat**;
 - 6. Notification to **us** that **electronic theft, computer fraud, social engineering fraud** and/or **computer fraud** has occurred, or
 - 7. Notice by a third party to **you** of circumstances that could reasonably be expected to result in any of the foregoing (1) to (6) above.
- E. **Claims expenses** means:

1. Reasonable and necessary legal costs and expenses incurred with **our** consent and charged by an attorney approved by **us** to defend a **claim**;
2. All other reasonable and necessary fees, costs, and expenses resulting from the investigation, adjustment, defence, and appeal of a **claim**, if incurred by **us**, or by **you** with **our** written consent; or
3. With respect to Insuring Modules 1 and 7, **your** reasonable and necessary legal costs and expenses incurred with **our** consent in the defence of any civil administrative proceeding or regulatory action as a result of a **privacy event, security event, or breach of privacy regulations** by **you** or on **your** behalf by someone for whom **you** are legally responsible.

Claims expenses does not include any salary, overhead, or other charges incurred by **you** for any time spent in cooperating in the defence and investigation of any **claim** or circumstance which might lead to a **claim** notified under this policy.

- F. **Computer fraud** means an intentional, unauthorized or fraudulent entry of **data** including when such entry is made via the internet or another **computer network** provided that such act is committed by any person or persons who is not an **employee**, director or partner or is committed by an **employee** with the intent to defraud that results in any or all of the following;
1. **Your money, your securities or your other asset** being transferred, disbursed, paid, delivered, altered, corrupted or lost.
 2. **Money, securities or other asset** of **your** customers or clients being disbursed, paid, delivered, altered, corrupted, or lost from an account that is in **your** trust or control. .
 3. Creation of an unauthorized or fictitious account in **your** name

Computer fraud does not include **electronic theft, social engineering fraud, or telecommunications fraud**

- G. **Computer network(s)** means interconnected electronic, wireless, web, or similar systems (including all **hardware** and software) used to share or process **data** or information in an analog, digital, electronic or wireless format including, but not limited to, computer programs, electronic data, operating systems, servers, media libraries, associated input and output devices, mobile devices, networking equipment, telecommunications system, websites, extranets, off line storage facilities (to the extent that they hold electronic data), and electronic backup equipment. With the exception of Insuring Modules 5, 9 and 11, **computer network(s)** also means the use of computing resources that are delivered as a service over a network or the internet (commonly known as "cloud computing"). and/or **your** outsourced data centre or other premises where **your data** is stored or managed by a third party.
- H. **Computer virus** means a program that possesses the ability to create replicas of itself (commonly known as "auto-reproduction" program) within other programs or operating system areas, or which is capable of spreading copies of itself wholly or partly to other **computer network(s)**.
- I. **Credit card association** means Visa, MasterCard, American Express, Discover or JCB.
- J. **Damages** means a monetary judgment, consumer redress fund, award, settlement (provided that such is agreed in writing by **us**), multiples of compensatory damages, punitive or exemplary damages to the extent insurable under the law of any applicable jurisdiction that most favours coverage. **Damages** does not include:
1. **Your** future profits or royalties, restitution, or loss of **your** profits;
 2. The cost to comply with orders granting injunctive or non-monetary relief, including specific performance, or any agreement to provide such relief;
 3. Loss of **your** fees or profits, return or offset of **your** fees or charges, or **your** commissions or royalties provided or contracted to be provided;

4. Taxes, fines, penalties, save to the extent insurable by law or to the extent otherwise covered under insuring module 7;
 5. Any amount which **you** are not financially or legally obligated to pay;
 6. Loss of any remuneration or financial advantage to which **you** were not legally entitled;
 7. Monetary judgments, awards, or settlements which are uninsurable under the law pursuant to which this policy is construed;
 8. Past, present and/or future license fees of any kind;
 9. Liquidated damages;
 10. **Payment Card Industry fines and assessments;** or
 11. Any charge backs, interchange fees, settlements, discount fees or prospective service fees or any amounts due under a **Merchant Services Agreement**.
- K. **Data** means any machine readable information, including ready for use programs or electronic data, irrespective of the way it is used and rendered including, but not limited to, text or digital media.
- L. **Denial of service** means an unauthorised or malicious attempt or attack on or via a **computer network** to make a **computer network** unavailable to its intended users.
- M. **Electronic theft** means;
1. The transfer, alteration, corruption, or theft of **your intangible asset**
 2. Disclosure, duplication, or theft of **your intangible asset(s)** to a person(s) or entities(s) who are not authorised to receive it.
- Electronic theft** does not include **social engineering fraud, computer fraud or telecommunications fraud**
- N. **Employee(s)** means any individual in **your** service, including any volunteers, interns, part-time, seasonal, leased and temporary workers or any individual who is working on **your** behalf, or at **your** direction, and under **your** direct control. **Employee** does not include any of **your** partners or directors.
- O. **Event management costs** means those reasonable and necessary fees **you** incur with **our** consent and which are approved by **us** for the engagement of a public relations consultant or breach counsel if **you** reasonably consider that such appointment is needed in order to avert or mitigate any material damage to any of **your** brands following an actual or alleged **security event, privacy event, breach of privacy regulations, or a social media event**.
- P. **Excess** means the amount specified in item 4 of the Schedule
- Q. **Hardware** means any and all physical components of a computer system.
- R. **Human error** means an accidental action or operating error, by **your employee(s)**.
- S. **Intangible asset** means non-public information or non-tangible property, which is owned by **you** and is held within **your computer network** but has no physical substance including trade secrets, copyrights, patents, trademarks, **data** or other information when the disclosure, theft, corruption or copying of such would cause you a monetary loss or give a competitor commercial advantage to which they would not have previously had.
- T. **Loss of business income** means the net income (net profit or loss before income taxes) that **you** would have earned had no **network event** occurred.

Loss of business income does not include **reputational damage**, **computer fraud**, **electronic theft**, **social engineering fraud** or **telecommunications fraud**.

- U. **Malicious code** means software designed to infiltrate, disrupt, or damage a **computer network** or gather sensitive information, all without the owner's informed consent, by a variety of forms including, but not limited to Trojan horses, spyware, malware, ransomware, dishonest adware, and crimeware.
- V. **Merchant Services Agreement** means an agreement between **you** and a financial institution, **credit card association** or payment card processor that enables **you** to accept credit cards, debit cards or prepaid cards for the payment of goods, services or donations.
- W. **Miscellaneous professional services** means **your** business services, which are performed for and on behalf of **your** clients or in the course of **your** business and limited to those services stated in Item 11 of the Schedule.
- X. **Money** means a medium of exchange in current use and authorised or adopted by a domestic or foreign government and includes currency, coins, banknotes, bullions, or registered checks. **Money** also means virtual currencies including bitcoins.
- Y. **Multimedia** means the release of any content in a physical or electronic format, including, internet content, newspapers, newsletters, magazines, books, brochures, images or other types of publications and advertising materials.
- Z. **Multimedia and intellectual property wrongful act** means:
 1. Defamation including, but not limited to, disparagement or harm to the reputation or character of any person or organization, libel, slander, product disparagement or trade libel.
 2. Invasion, infringement, or interference with the right to privacy or right of publicity, public disclosure of private facts, including those of an **employee**, intrusion, or commercial appropriation of name or likeness;
 3. Plagiarism, piracy or misappropriation of ideas;
 4. Infringement of copyright, domain name, title, or slogan; trade dress; or the dilution or infringement of trademark, service mark, service name, or trade name; or
 5. Liability arising out of **your** negligence in connection with **your** release of **multimedia** content in advertising.
- AA. **Named insured** means the individual, partnership, entity, or corporation designated as such in the Schedule.
- BB. **Network event** means monetary loss sustained by **you** in connection with **your computer network(s)** arising from:
 1. A **security event**; **privacy event** or a breach of **privacy regulations**;
 2. **Computer virus**;
 3. **Malicious code**;
 4. Accidental corruption or destruction of **your data** because of **human error**;
 5. Damage or destruction of **hardware**, so that **your data** stored is not machine readable;
 6. Malfunction or failure of **your computer network**;
 7. **Programming error**;
 8. Natural disaster, but only in respect of **your network expenditure** due to corruption, destruction, or damage to **your data** and not in respect of any **loss of business income**;

9. Failure of a direct or back-up power supply or under/over voltage but only if such power supply is owned, operated, and controlled by **you**; or
10. Any other unintentional and unplanned outage of **your computer network(s)** or any negligent act or failure to act by **your employee**, relating to the failure to maintain or upgrade **your computer network(s)**.

However, a **network event**;

1. Only pertains to **your** loss and does not include coverage for any **claim** made by a third party or any **claim** resulting from an incident occurring on the computer infrastructure of an outsourced entity or third party service provider.
2. Does not include coverage for loss of any **money** or **securities**.

CC. **Network expenditure** means costs incurred with **our** consent and authorised by **us** arising from a **network event**, which may include:

1. **Your** actual costs to restore, re-collect, or replace **data**, including expenses for materials, working time, and overhead cost allocation at the affected location(s) associated with restoring or replacing **data**;
2. **Your** reasonable and necessary costs and expenses incurred with **our** consent of specialists, investigators, forensic auditors, breach counsel or loss adjusters retained by **you** for the purpose of conducting a review or audit to substantiate that a **network event** is occurring or has occurred, or to determine the scope, cause, or extent of any theft or unauthorised disclosure of information or **data**, including when **your** portable media and **data** storage devices are away from **your** premises;
3. **Your** reasonable and necessary costs and expenses for the use of rented, leased, or hired external equipment, services, labour, premises, or additional operating costs, including staff overtime and expenditure, provided that these costs and expenses were reasonably incurred as a result of a **network event**; or
4. Any other reasonable and necessary costs and expenses that **you** incur directly as a result of a **network event**.

Network expenditure does not include loss of profits or **loss of business income** or **reputational damage**. **Network expenditure** is part of, and not in addition to, the Limit of Indemnity stated within item 3 of the Schedule.

DD. **Network extortion monies** means:

1. Monies payable by **you**, with **our** prior written consent, to a person(s) or entity(ies) reasonably believed to present a **network extortion threat** for the purpose of terminating such a threat; or
2. Other reasonable and necessary costs and expenses payable by **you** with **our** prior written consent directly resulting from a **network extortion threat**.

EE. **Network extortion threat** means a credible threat or series of related threats, including a demand for funds, securities, bitcoins, **property** or services directed at **you** and threatening;

1. corruption, damage and/or destruction to any aspect of **your computer network**;
2. introduction of a **computer virus**, **malicious code**, or a **denial of service** to any aspect of **your computer network**; and/or
3. the release, or disclosure of confidential and personal information which resides within **your computer network**.

FF. **Notification expenses** means those reasonable and necessary legal expenses, postage expenses, and related advertising expenses **you** incur with **our** consent and which are approved by **us**:

1. to mitigate damage to **your** brand; or
 2. comply with governmental privacy legislation mandating notification to affected individuals or regulators in the event of a **security event, privacy event,** or breach of **privacy regulations** that results in the compromise or potential compromise of personal information maintained by **you** or otherwise residing on a **computer network** operated by **you** or on **your** behalf.
- GG. **Other asset** means a tangible and physical product that is owned by **you** or is under **your** trust or control and:
1. Has an economic value; or
 2. Is held as inventory for sale; or
 3. Is sold or exchanged in trade or commerce, or
 4. Is shipped via land sea or air
- Other asset** does not include **money** or **securities**
- HH. **Payment Card Industry Data Security Standards** means Payment Card Industry Data Security Standard implemented and/or published by or on behalf of the Payment Card Industry Security Standards Council.
- II. **Payment Card Industry fines and assessments** means all financial responsibilities and liabilities including, but not limited to: monetary fines, fees, costs, expenses, financial settlements, reimbursements, operational reimbursement, operational expense recoveries or assessments, fraud recoveries or assessments, resulting from an actual or alleged violation of the **Payment Card Industry Data Security Standard** or the security rules and procedure manuals issued by any member of the **Credit card association**
- JJ. **Policy period** means the period of time from the inception date to the termination date as specified in item 2 of the Schedule, or to any earlier cancellation date.
- KK. **Privacy event** means a breach of confidentiality, infringement, or violation of any right to privacy including, but not limited to, a breach of **your** privacy policy, breach of a person's right of publicity, false light, intrusion upon a person's seclusion, or public disclosure of a person's private information.
- LL. **Privacy regulations** means Worldwide statutes and regulations, associated with the confidentiality, access, control, and use of personally identifiable, non-public information including, but not limited to statutes and regulations regarding the security and privacy of consumer information and governmental privacy protection regulations and laws.
- MM. **Professional wrongful act** means:
1. Negligent breach of duty, negligent misrepresentation, or negligent act, error, omission or misleading statement or negligent infringement of copyright in **your** performance of or failure to perform **technology services** with reference to Insuring Module 3; or **miscellaneous professional services** with reference to Insuring Module 4.
 2. Unintentional **breach of contract**, but only in connection with **your** performance of or failure to perform **technology services**.
- NN. **Programming error** means an error, flaw, mistake, failure, or fault, which occurs during the development or encoding of a computer program, software, or application, which would, when in operation, result in a malfunction or incorrect operation of a **computer network**.
- OO. **Property damage** means physical injury to, impairment, destruction, or corruption of any tangible property, including the loss thereof. **Data** is not considered tangible property.
- PP. **Regulatory compensatory award** means a regulatory agency's monetary award to a third party, including a sum or amount which **you** are legally required to deposit into a fund as equitable relief for the payment of consumer claims due to an adverse judgement or settlement of a regulatory proceeding. **Regulatory compensatory award** does not include a criminal penalty or fine issued by a regulatory agency of any kind, including federal, state, or local governmental agencies.

- QQ. **Reputational damage** means **your** loss of net income (net profit or loss before income taxes) due to;
1. Termination of **your** services contract by one of **your** client(s) and/or
 2. Reduction in the value of **your** business and brands;
- where such loss arises directly from a **network event**.
- RR. **Restoration period** means the period of time that commences upon the date when the **network event** began and ends on the earlier of:
1. The date when **your computer network** is repaired or restored or could have been repaired or restored with reasonable speed to the same condition, functionality and level of service that existed prior to the **network event** plus no more than thirty (30) days after the restoration of **your computer network**; or
 2. Twelve (12) months after the **network event** began.
- SS. **Retroactive date** means the date specified in item 5 of the Schedule.
- TT. **Securities** means written negotiable and non-negotiable instruments or contracts which represent **money** or **other asset**
Securities does not include the actual **money** or **other asset**
- UU. **Security and privacy wrongful act** means:
1. A **privacy event**, **security event** or breach of **privacy regulations** committed by **you** or which occurs on **your computer network**;
 2. **Your** failure to disclose a **security event** or **privacy event** in violation of notification laws or regulations;
 3. **Your** failure to prevent transmission of **malicious code**, a **computer virus**, or a **denial of service** attack from **your computer network**;
 4. **Your** failure to prevent loss of **employee** personally identifiable information, as defined in **privacy regulations**;
or
 5. **Your** failure to maintain the security or confidentiality of personally identifiable information stored on **your computer network** under any contract.
- VV. **Security event** means
1. The misuse or unauthorised access of **your computer network**;
 2. The use of **your computer network** for a **denial of service** attack; or
 3. **Your** breach of duty to protect the security and confidentiality of non-public proprietary corporate information, and/or personally identifiable non-public information either in an electronic or physical format.
- WW. **Social engineering fraud** means a misrepresentation of fact or an intentional, malicious, wilful or fraudulent act undertaken by a third party and delivered via any aspect of **your computer network** that misleads **your employee**, officer or director and directly results in any or all of the following;
1. **Your money**, **your securities**, **your intangible asset** or **your other asset** being transferred, disbursed, paid, delivered, altered, corrupted or lost;
 2. **Money**, **securities intangible asset** or **other asset** of **your** customers or clients being disbursed, paid, delivered, altered, corrupted, or lost from an account that is in **your** trust or control.

Social engineering fraud does not include **electronic theft, telecommunications fraud, or computer fraud**

XX. **Social media event** means the release of any electronic **multimedia** content, by an **employee** on any social network or social media electronic platform.

YY. **Subsidiary(ies)** means:

1. Any entity of which more than fifty percent (50%) of the issued and outstanding shares are owned by **you**, on or before the commencement of the **policy period**; or
2. Any entity which becomes a **subsidiary** during the **policy period** provided that such entity does not represent more than a twenty percent (20%) increase in **your** total assets, employee count or gross revenue as of the date of the acquisition. Where such entity represents an increase in **your** total assets, employee count or gross revenue of more than twenty percent (20%), such entity shall be deemed a **subsidiary** under this policy, but only upon the condition that within thirty (30) days of it becoming a **subsidiary**, **you** shall have provided **us** with full particulars of the new **subsidiary** and agreed to any additional premium and/or amendment of the provisions of this policy required by **us** relating to such new **subsidiary**, subject to advanced receipt, review and acceptance by **us** of full and complete underwriting information.

ZZ. **Support and credit monitoring expenses** means those reasonable and necessary expenses you incur with our consent and which are approved by us for the provision of credit file monitoring services, credit repair and restoration costs, identity theft monitoring expenses, identity theft education and assistance, including call center expenses, in the event of a security event, privacy event or a breach of privacy regulations, which results in the compromise or potential compromise of personal information maintained by you or otherwise residing on a computer network operated by you or on your behalf.

AAA. **Technology services** means **your** computer and electronic technology services, which are performed for and on behalf of **your** clients or in the course of **your** business and may include data processing, web design, hosting, internet or network services, content delivery, programming, technology consulting, installation, integration, configuration, support or management services, software development, design, sale or other related technology services. **Technology services** does not include any other professional activities or advice which is not directly related to technology activities.

BBB. **Telecommunications fraud** means an intentional, malicious or wilful act that results in the misuse or unauthorized access of **your** telecommunication system by a third party.

Telecommunications fraud does not include **electronic theft, social engineering fraud or computer fraud**

CCC. **Third party event support expenses** means **notification expenses** and **support and credit monitoring expenses** which an entity(ies) **you** have contractually agreed to indemnify becomes legally obligated to pay due to a **security event, privacy event, social media event** or breach of **privacy regulations** which occurs on **your computer network** and results in the compromise or potential compromise of personal information **you** hold on **your computer network** on behalf of this entity(ies), subject to our consent, which shall not be unreasonably withheld. It is a condition precedent to coverage for **third party event support expenses** that:

1. The entity(ies) **you** have contractually agreed to indemnify must abide by all of the policy's terms and conditions; and
2. The entity(ies) **you** have contractually agreed to indemnify must accept and abide by the decision of **us** and the legal entity(ies) shown in 1 of the Schedule with regard to the handling and resolving of any **claim**; and
3. The legal entity(ies) shown in item 1 of the Schedule is authorized to act on behalf of this entity(ies) **you** have contractually agreed to indemnify with respect to all matters pertaining to the insurance afforded by this policy.

For the avoidance of doubt, no coverage is provided hereunder for an event which did not occur on **your computer network**.

DDD. **Waiting period** means the number of hours that must elapse as provided in item 4 of the Schedule before the recovery of **loss of business** income can be considered.

EEE. "We," "us", or "our" means the insurers providing this insurance.

FFF. "You," "your" and "yours" means the insured as provided in Section VI of this policy.

VIII. WHAT WE DO NOT COVER: EXCLUSIONS

We shall not be liable for any **claim** or any amounts directly or indirectly arising out of or in any way attributable to:

- A. Any wrongful acts or the same, related, or continuing acts, facts, or circumstances that were first committed or first occurred prior to the **retroactive date**;
- B. Any event, threat and/or breach of regulations or the same, related or continuing events, threats, breaches, facts or circumstances that were first committed or first occurred prior to the **retroactive date**;
- C. Any wrongful acts or the same, related or continuing acts, facts, or circumstances that took place prior to the inception of this policy, if after reasonable enquiry **your** Chief Information Officer, Risk Manager, General Counsel, Chief Operations Officer, Chief Executive Officer or their functional equivalents within the legal entity(s) shown in item 1 of the Schedule knew or could have reasonably foreseen such acts, facts, or circumstances could be the basis of a **claim** or circumstance;
- D. Any event, threat and/or breach of regulations or the same, related or continuing events, threats, breaches, facts or circumstances that took place prior to the inception of this policy, if after reasonable enquiry **your** Chief Information Officer, Risk Manager, General Counsel, Chief Operations Officer, Chief Executive Officer or their functional equivalents within the legal entity(s) shown in item 1 of the Schedule knew or could have reasonably foreseen such events, threats, breaches, facts or circumstances could be the basis of a **claim** or circumstance;
- E. Any **claim** or circumstance notified to a previous insurer prior to the inception of this policy;
- F. Any **claim** made by an insured against another insured; unless such **claim** is brought by an **employee** under Insuring Modules 1 or 6;
- G. **Your** malicious, fraudulent, dishonest, or criminal act. Notwithstanding the foregoing, the insurance afforded by this policy shall apply to **claims expenses** incurred in defending any such **claim** until final adjudication, but shall not apply to any **damages** that **you** might become legally obligated to pay. **We** will have the right to recover those **claims expenses** incurred from those parties found to have committed malicious, fraudulent, dishonest, or criminal acts by a court, jury, or arbitrator. However, this exclusion does not bar coverage for the actions of a rogue **employee**, or coverage afforded under Insuring Module 9. For purposes of this exclusion, "rogue **employee**" means an **employee** who acts maliciously, fraudulently, dishonestly or criminally without the knowledge or consent of the past or present supervisors, managers, officers, directors or partners of the **Insured**;
- H. **Bodily injury**, except that this exclusion shall not apply to wrongful infliction of emotional distress or mental anguish arising out of **technology services, multimedia, privacy event, security event**, or a breach of **privacy regulations**;
- I. **Property damage**; except that this exclusion does not apply to **claims** otherwise covered under Insuring Module 9. For the avoidance of doubt, this policy provides coverage arising from the loss of **data** when such loss arises from physical damage to **hardware**;
- J. Satellite failures; electrical or mechanical failures and/or interruption including, but not limited to, electrical disturbance, spike, brownout, or blackout; outages to electricity, gas, water, telephone, cable, telecommunications; gradual deterioration of overhead transmission, distribution lines or subterranean insulation or cabling or other infrastructure. For the avoidance of doubt, this exclusion does not apply in respect of infrastructure under **your** operational control to the extent they are covered under a **network event**;
- K. The actual or alleged inaccurate, inadequate, or incomplete description of the price of goods, products, or services; including **your** cost guarantees, cost representations, contract price, or cost estimates being exceeded;
- L. The violation of any economic or trade sanctions by the United States government including, but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control ("OFAC");
- M. Any breach of any express, implied, actual, or constructive contract, warranty, guarantee, or promise, or the liability of others assumed by **you** under any contract or agreement, but this exclusion does not apply to:
 - 1. Any liability or obligation **you** would have in the absence of such contract or agreement;

2. Unintentional **breach of contract**, but only with respect to **technology services**;
 3. A breach of **your** privacy policy; or
 4. **Third party event support expenses**
- N. The actual or alleged government enforcement or investigation of any state or federal regulation; but this exclusion does not apply:
1. To the extent that a **claim** falls under Insuring Module 7; or
 2. To a **claim** by a government entity brought in its capacity as a customer of **you** arising in the course of **your** provision of **technology services** or **miscellaneous professional services** to such government entity;
- O. Any employer-**employee** relations policies, practices, acts, or omissions, any actual or alleged refusal to employ any person, or any misconduct with respect to **employees**. This includes, but is not limited to, claims arising under workers compensation or similar laws unless such claims are made by an **employee** arising out of a **security event**, **privacy event** or breach of **privacy regulations**;
- P. Any actual or alleged discrimination of any kind including, but not limited to, age, colour, race, gender, creed, national origin, marital status, sexual preferences, disability, or pregnancy;
- Q. Strikes or similar labour actions, war, invasion, act of foreign enemy, hostilities or warlike operations (whether declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular uprising, military uprising, insurrection, rebellion, revolution, military or usurped power, or any action taken to hinder or defend against these actions. This exclusion also excludes coverage for any loss or damages arising out of confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority. This exclusion also excludes loss, cost, **damages**, or **claims expenses** of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any action taken in controlling, preventing, suppressing, or in any way relating to the above;
- R. All losses or expenses arising from a terrorist act. For the purposes of this agreement, a terrorist act means an act or series of acts including the use of force or violence of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), committed for political, religious, or ideological purposes, including the intention to influence any government and/or to put the public in fear for such purposes;
- S. Prizes, awards, or coupons;
- T. **1. Payment Card Industry fines and assessments;**
2. Any charge backs, interchange fees, discount fees or prospective service fees and/or any other amount arising out of any agreement by **you** to comply with or follow the **Payment Card Industry Data Security Standards** or any Payment Card Company rules; or implement, maintain, or comply with any security measures or standards related to any payment card data or any other amounts due under a **Merchant Services Agreement**;
- U. Any actual or alleged unfair competition, antitrust violations, deceptive trade practices, or restraint of trade or antitrust statute, legislation, or regulation. However, this exclusion shall not apply to the extent that a **claim** falls under Insuring Module 7;
- V. The actual or alleged infringement of any patent or the misappropriation, theft, copying, display or publication of any trade secret, unless such **claim** arises from a **security event** or a **privacy event** and does not involve **your** actual or alleged infringement, misappropriation, theft, copying, display or publication;
- W. **Your** knowing use of illegal or unlicensed programs that are in violation of the provisions or laws referring to software protection;
- X. The actual or alleged purchase, sale, offer of, or solicitation of an offer to purchase or sell securities, or violation of any securities law including, but not limited to, the provisions of the Securities Act of 1933, the Securities Exchange Act of

1934, the Sarbanes-Oxley Act of 2002, or any regulation promulgated under the foregoing statutes, or any federal, state, local, or foreign laws similar to the foregoing statutes, including "Blue Sky" laws, whether such law is statutory, regulatory, or common law.

- Y. Unauthorized trading of **money, securities, property** or any other medium whether or not in **your** name and whether or not in a genuine or fictitious account. This exclusion also applies to trading in excess of approved authority levels or outside of approved parameters. This exclusion shall not apply to direct losses incurred by **you** as a result of **computer fraud** which results in improper financial gain to an **employee**. However, **we** shall not be liable for any **employee** salary, commissions, fees or other employment associated compensation.
- BB. Deceptive, inaccurate, misleading or false advertising;
- CC. The unsolicited dissemination of any correspondence including but not limited to faxes, e-mails, telephone calls or SMS to multiple, actual or prospective customers of yours or any other third party, including but not limited to claims alleging any actual or alleged violation of the Telephone Consumer Protection Act (TCPA), Controlling the Assault of Non-Solicited Pornography And Marketing (CAN-SPAM) Act or any federal or state anti-spam statutes, or any other federal or state statute, law or regulation relating to a person's or entity's right of seclusion;
- DD. The failure to comply with the Fair Credit Reporting legislation, Fair Debt Collection legislation, or any other similar federal or state statute, law or regulations.

IX. NOTICE OF CLAIM OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM

- A. If any **claim** under Insuring Module(s) 1, 2, 3, or 4 is made against **you**, then **you** shall immediately forward, as soon as **you** become aware of any **claim**, to **us** through persons named in item 7 of the Schedule every demand, notice, summons, or other process received by **you** or **your** representative.
- B. If **you** have any **claim** under Insuring Module(s) 5, 6, 7, 8, 9, 10 or 11 then **you** shall immediately forward, as soon as **you** become aware of any **claim**, to **us** through persons named in item 7 of the Schedule such **claim**.
- C. If during the **policy period**, **your** Chief Information Officer, Risk Manager, General Counsel, Chief Operations Officer, Chief Executive Officer or their functional equivalents within the legal entity(s) shown in item 1 of the Schedule become aware of any acts, facts, or circumstances that they believe could give rise to a **claim**, they must give written notice of the following information to **us**, through persons named in item 7 of the Schedule, as soon as practicable during the **policy period**:
 1. Specific details of the acts, facts, or circumstances that could reasonably be the basis for a **claim**;
 2. Possible **damages**, penalties, or other amounts potentially covered under this policy that may result or has resulted from the acts, facts or circumstances;
 3. Details regarding how **you** first became aware of the acts, facts, or circumstances; and
 4. The **computer network** security and event logs, which provide evidence of the alleged incident.

Any subsequent **claim** arising out of such acts, facts, or circumstances which is the subject of the written notice will be deemed to be a **claim** at the time written notice complying with the above requirements was first given to **us**. Any **claim** arising under Insuring Module(s) 5, 9, 10 or 11 will be deemed to have been made on the date **you** first became aware of the acts, facts, or circumstances resulting in such loss.

- D. A **claim** shall be considered to be reported to **us** when notice is first given to **us** through persons named in item 7 of the Schedule.

X. CALCULATION OF LOSS PROVISIONS REGARDING LOSS OF BUSINESS INCOME, INTANGIBLE ASSET AND REPUTATIONAL DAMAGE

In the event of loss occurring under Insuring Modules 5, 9, 10 and/or 11 and if **you** and **us** cannot agree on a loss amount, then an auditor and/or a loss adjuster will be appointed by mutual agreement of **us** and **you** to calculate the amount of loss. If such an

agreement cannot be reached, **we** will appoint the auditor and/or loss adjuster subject to **your** consent, such consent not to be unreasonably withheld. **We** will pay the cost and expense related to the auditor and/or loss adjuster that exceed **your excess** as stated in Item 4 of the Schedule. Such payment will be applied against the applicable Limit of Indemnity.

Requests made by **you** for indemnity by **us** shall be accompanied by a computation of the loss consistent with this section of the policy. This shall set out in detail how the loss has been calculated and what assumptions have been made. **You** shall produce any documentary evidence, including any applicable reports, books of accounts, bills, invoices, and other vouchers and copies of such which **we** may require, and **you** shall afford **us** or **our** agent every assistance in these investigations.

Any **claims** payment under this Section will, where applicable, be reduced by the extent to which **you**:

- A. Use damaged or undamaged **data**, or **intangible asset**, or
- B. Make use of available stock, merchandise, or other **data** or **intangible asset**; or
- C. Use substitute facilities, equipment, or personnel.

LOSS OF BUSINESS INCOME UNDER INSURING MODULE 5 AND REPUTATIONAL DAMAGE UNDER INSURING MODULE 11

The calculation of loss regarding **loss of business income** and **reputational damage** under Insuring Modules 5 and 11 will be based on the loss of the net income incurred during the **restoration period** attributable to a **network event** and shall be based on an analysis of the revenues and costs generated during each month of the twelve (12) months prior to the loss occurring and will also take into account the reasonable projection of future profitability or otherwise had no loss occurred and will include all material changes in market conditions that would affect the profits generated.

The purpose of the calculation of **loss of business income** and **reputational damage** is to put **you** in the position that **you** would have been in had no **network event** been incurred.

INTANGIBLE ASSET UNDER INSURING MODULE 9 AND 10

The calculation of loss regarding **intangible asset** under Insuring Module 9 and 10 will be based solely on loss of the net income attributable to **electronic theft**, **computer fraud**, or **social engineering fraud** and shall be based on an analysis of the revenues and costs generated during each month of the twelve (12) months prior to the loss occurring and will also take into account the reasonable projection of future profitability or otherwise had no loss occurred and will include all material changes in market conditions that would affect the profits generated.

Any dispute that arises between **you** and **us** regarding the calculation of loss shall be resolved in accordance with Section **XX DISPUTE RESOLUTION**.

XI. ASSISTANCE AND COOPERATION

- A. **You** shall cooperate with **us** in all investigations. **You** shall execute all papers and render all assistance as requested by **us**. Part of this assistance may require **you** to provide copies of a third party's system security and event logs.
- B. Upon **our** request, **you** shall assist in making settlements in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to **you** with respect to which insurance is afforded under this policy; and **you** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses at **your** own cost.
- C. **You** shall not admit any indemnity, make any payment, assume any obligations, incur any expense, enter into any settlement, stipulate to any judgment or award, or dispose of any **claim** without **our** written consent. However, the prompt public admission of a **security event** potentially impacting non-public personally identifiable information of **employees** or third parties as required by governmental privacy legislation or credit card association operating requirements will not be considered as an admission of indemnity requiring **our** prior consent; however **we** are to be informed as soon as practicable of such public admission if such public admission is a circumstance that could lead to a **claim**.

- D. **We** shall have the right to make any investigation that **we** deem necessary with respect to coverage including, but not limited to, any investigation with respect to the **application**, statements made in the **application** and any supplemental material submitted therewith. **We** shall be permitted to inspect your property, operations, or records.
- E. **You** shall submit for examination under oath by **our** representative, if requested, in connection with all matters relating to this policy.

XII. SUBROGATION

If any payment is made under this policy and there is available to **us** any of **your** rights of recovery against any third party, then **we** shall maintain all such rights of recovery. **You** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. **You** shall do nothing to prejudice such rights. Any recoveries shall be applied first to subrogation expenses, second to **damages, claims expenses**, or any other amounts paid by **us**, and lastly to the **excess**. Any additional amounts recovered shall be paid to **you**.

XIII. OTHER INSURANCE

This policy shall apply in excess of any other valid and collectible insurance policy available to **you**, including any **excess** or excess portion thereof, unless such other insurance is written only as specific excess insurance over the Limit of Indemnity of this policy.

XIV. ENTIRE AGREEMENT

By acceptance of this policy, **you** agree that this policy embodies all agreements between **you** and **us** relating to this insurance. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or stop **us** from asserting any right under the terms of this insurance policy; nor shall the terms of this insurance be waived or changed, except by endorsement issued to form a part of this policy and signed by **us**.

XV. ASSIGNMENT

The interest hereunder is not assignable by **you** or **your subsidiaries**. If an insured shall die or be adjudged incompetent, such insurance shall cover **your** legal representative as **you** would be covered under this policy.

XVI. CANCELLATION BY YOU

This policy may be cancelled by **you** if **you** give **us** thirty days written notice of cancellation. Premium shall be pro rata to the number of days that the policy is in force. No premium will be refunded where any **claims** or circumstances have been notified under this policy.

XVII. CANCELLATION BY US

This policy may be cancelled by **us** in accordance with the relevant provisions of the Insurance Contracts Act 1984.

XVIII. CHANGE OF CONTROL

Should there be a "change of control" to the **Named Insured** during the **policy period** all coverage under this Policy shall terminate at the date of such "change of control" unless **we** have issued an endorsement extending coverage under this Policy and **you** have agreed to pay any additional premium and agreed to any additional terms of coverage required by **us**.

A "change of control" to the **Named Insured** will be considered to be any of the following: **your** acquisition by or merger into another entity, **your** liquidation or dissolution, or the sale, or disposition of substantially all of **your** assets.

XIX. WORDS AND TITLES OF PARAGRAPHS

The titles of paragraphs, section, provisions, or endorsements of or to this policy are intended solely for convenience and reference and are not deemed in any way to limit or expand the provisions to which they relate and are not part of this policy. Whenever the singular form of a word is used herein, the same shall include the plural when required by context.

XX. DISPUTE RESOLUTION

This policy does not comply with the Insurance Council of Australia's General Insurance Code of Practice. Any enquiry or complaint relating to this insurance should be referred to:

The Chief Underwriting Officer
Ascent Underwriting LLP
10-12 Eastcheap
London EC3M 1HF
United Kingdom

in the first instance. If this does not resolve the matter or **you** are not satisfied with the way a complaint has been dealt with, **you** should write to:

Lloyd's Underwriters' General Representative in Australia
Lloyd's Australia Ltd.
Level 9
1 O'Connell Street
Sydney NSW 2000
Telephone Number: (02) 8298 0700
Facsimile Number: (02) 8298 0788

If your dispute remains unresolved **you** may be referred to the Financial Ombudsman Service Limited under the terms of the General Insurance Code of Practice. For other disputes **you** will be referred to other proceedings for resolution. Details are available from Lloyd's Underwriters' General Representative in Australia at the address above.

Notwithstanding the above, at **your** request **we** will submit to the jurisdiction of any competent Court in the Commonwealth of Australia and the dispute shall be determined in accordance with the law and practice applicable in such a Court. Any summons, notice or process to be served upon **us** may be served upon Lloyd's General Representative in Australia, at the address above, who has the authority to accept service and to enter an appearance on **our** behalf, and who is directed at **your** request to give a written undertaking to **you** that he will enter an appearance on **our** behalf.

XXI. SERVICE OF SUIT CLAUSE

We agree that:

- A. In the event of a dispute arising under this policy, at **your** request, **we** will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court.
- B. Any summons notice or process to be served upon **us** may be served upon the entity designated in item 8 of the Schedule who has authority to accept service and to enter an appearance on **our** behalf, and who is directed at **your** request to give a written undertaking to **us** that he will enter an appearance on **our** behalf.
- C. If a suit is instituted against any one of the Underwriter, all Underwriters hereon will abide by the final decision of such Court or any competent Appellate Court

XXII. CHOICE OF LAW

The interpretation of this policy or any disputes involving this policy shall be resolved applying the law designated in item 9 of the Schedule.

XXIII. INNOCENT NON-DISCLOSURE



We will not seek to avoid this policy or reject any **claim** on the grounds of:

- 1) a failure to comply with the duty of disclosure as specified within the terms of the Insurance Contracts ACT 1984; or;
- 2) misrepresentation, or
- 3) a failure to comply with the terms and conditions of this policy,

Except where the non-disclosure, misrepresentation or non-compliance was reckless or fraudulent or **you** failed to conduct a full enquiry prior to providing the information that forms the basis of this insurance. In the event that **we** seek to avoid this policy or reject any **claim** on this basis then the burden of proving otherwise rests solely with **you**.

However, where more than one company is a **Named Insured** in the Schedule **we** agree that in the event that **we** seek to reject any **claim** on the basis of Section XXIII of this policy because of the actions or inactions of one of the companies specified **Named Insured** in the Schedule it shall not prejudice the right of any other company to be indemnified under this Policy, provided always that such other **Named Insured** shall:

- a) be entirely innocent of and have had no prior knowledge of such non-disclosure, misrepresentation or non-compliance; and
- b) advise **us** in writing as soon as reasonably practicable upon becoming aware of such non-disclosure, misrepresentation or non-compliance.

It is **your** duty to advise **us** of changes. If a senior executive officer becomes aware that any of the information that **you** have provided to **us** in the application form or other information in connection with **your** application for this insurance has materially changed, you must advise us as soon as is practicable.

In this event, we reserve the right to amend the terms, conditions or premium of the Policy.

XXIV. FRAUDULENT CLAIMS

If you notify us of any claim knowing that **claim** to be false or fraudulent in any way, we shall have no responsibility to pay that **claim** to the extent that it was fraudulent.

XXV. POLICY STATEMENT

By acceptance of this policy, all insureds agree that the statements contained in any application for insurance, and any supplemental materials submitted therewith are their agreements and representations, which shall be deemed material to the risk assumed by **us**, and that this policy is issued in reliance upon the truth thereof.

The application, and any supplemental materials submitted to us are deemed incorporated into and made a part of this policy.

XXVI. PRIVACY COLLECTION STATEMENT

By providing **us** with **your** personal information, **you** consent to its collection and use as outlined above and in **our** Privacy Policy and the Privacy Act 1988 (Cth). **We** are committed to protecting **your** personal information and to compliance with the Privacy Act 1988 (Cth).

Personal information is essentially information or an opinion about an identified individual or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether recorded in a material form or not.

We use your personal information to assess the risk of and provide insurance, and assess and manage claims. If **you** do not provide **us** with this information, **we** may not be able to provide insurance or assess a **claim**. If **you** provide **us** with information about someone else **you** must obtain their consent to do so.

We collect personal information from **you**, from **our** agents or brokers, or from **your** agents or brokers. Collection can take place through websites (from data **you** input directly or through cookies and other web analytic tools), email, by telephone or in writing.

We may provide **your** personal information to third parties including (but not limited to) **our** group or related companies, reinsurers, contractors, third party providers providing services related to the administration of **your** policy, underwriting agents, Lloyd's Regulatory Division, our legal, accounting and other professional advisers, data warehouses and consultants, investigators, loss assessors and adjusters, credit agencies, credit card providers and other parties **we** may be able to claim or recover against, other companies in the event of a corporate sale, merger, re-organisation, dissolution or similar event and **our** alliance and other business partners and any other parties where permitted or required by law. **We** may also provide **your** information to government, law enforcement, dispute resolution, statutory

or regulatory bodies, or as required by law. **We** are part of an international group of companies and **we** may need to disclose information to persons located overseas, such as in the UK.

Our Privacy Policy contains information about how **you** can access the information **we** hold about **you**, ask **us** to correct it, or make a privacy related complaint. **You** can obtain a copy from **our** Chief Underwriting Officer by telephone +44 203 642 8250, email info@ascentunderwriting.com or by visiting our website www.ascentunderwriting.com.

You consent to this use and these disclosures unless **you** tell **us** otherwise. If **you** wish to withdraw **your** consent, including for things such as receiving information on products and offers by **us** or persons we have an association with, please contact **us**.