

emergence



# Group Personal Cyb@r Insurance

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GPC-001.1

Important Information  
& Policy Wording



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**emergence**

Group Personal Cyber Insurance GPC-001.1  
Important Information & Policy Wording

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# Important Information

## Introduction

This important information explains the cover provided by the **policy** wording and provides the **policyholder** with notices, but it is not part of the **policy** wording. Please read both this Important Information and the **policy** wording so that an informed decision can be made about acquiring this **policy**.

Words or expressions in bold in this Important Information share the same meaning as they do in the **policy**.

## About the Insurer

This insurance is underwritten by certain underwriters at Lloyd's. Lloyd's underwriters are authorised by the Australian Prudential Regulation Authority ('APRA') under the provisions of the *Insurance Act 1973* [Cth].

If the **policyholder** requires further information about this insurance or wish to confirm a transaction, please contact Emergence.

## About Emergence Insurance Pty Limited

The **policy** is distributed by Emergence Insurance Pty Ltd ('Emergence') [ABN 46 133 037 153, AFSL 329634].

Emergence acts under a binding authority given to it by the insurers to administer and issue **policies**, alterations and renewals. In all aspects of arranging this **policy**, Emergence acts as an agent for the insurers and not for the **policyholder**. Contact details are:

**Email:** info@emergenceinsurance.com.au  
**Telephone:** +61 1 300 799 562  
**Postal address:** GPO Box 327 Sydney, NSW 2001

## General Insurance Code of Practice

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

Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au)

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

## Duty of Disclosure

Before the **policyholder** enters into an insurance contract, the **policyholder** has a duty to tell **us** anything that the **policyholder** knew, or could reasonably be expected to know, may affect **our** decision to insure the **policyholder** and on what terms.

The **policyholder** has this duty until **we** agree to insure the **policyholder**.

## How to Notify Us if a Cyber Event Happens or a Claim is Made Against You:

1. If a **covered person** discovers a **cyber event** or believes they have a claim under this **policy**, then a **covered person** must immediately ring the claim reporting line on 1300 799 562 or notify Emergence in writing at [personalclaims@emergenceinsurance.com.au](mailto:personalclaims@emergenceinsurance.com.au) and provide details and circumstances of the loss event. A **covered person** must immediately notify **us** so that **we** can investigate the claim to reduce any loss.
2. A **covered person** must do everything reasonably possible to preserve evidence that would enable **us** to properly assess and investigate the claim.
3. A **covered person** must fully cooperate with **us**, with our technical management response team and with any providers we appoint.
4. A **covered person** must do everything reasonably possible to assist in the reduction or mitigation of the loss and associated costs.
5. A **covered person** must provide **us** with the information we need to assess the claim.

The **policyholder** has the same duty before the **policyholder** renew, extend, vary or reinstate an insurance contract.

The **policyholder** does not need to tell **us** anything that:

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

#### **If the policyholder does not tell us something**

If the **policyholder** does not tell **us** anything the **policyholder** is required to, **we** may cancel the **policyholder's** contract or reduce the amount **we** will pay if a **covered person** makes a claim, or both.

If the **policyholder's** failure to tell **us** is fraudulent, **we** may refuse to pay a claim and treat the contract as if it never existed.

## Our Agreement

Our agreement with the **policyholder** is set out in the **policy** wording, the **schedule** and any **endorsement(s)** issued by **us**. These documents should be read together.

The headings of clauses in the **policy** are for reference purposes only. They do not form part of the **policy**.

Please read the **policy** so that the **policyholder** is fully aware of the cover provided as well as the conditions, **limits**, and exclusions that apply.

The **policyholder** should keep the documents **we** issue in a safe place.

## Receiving the Policy Documents

**We** will only enter into a **policy** with the **policyholder** if the **policyholder** agrees to receive the **policyholder's policy** documents and related communications electronically.

Emergence will send the **policyholder's policy** documents to the email address nominated by the **policyholder** or the **policyholder's** agent. Each electronic communication will be deemed to be received by the **policyholder** or their agent 24 hours after it leaves Emergence's information system.

The **policyholder** is responsible for ensuring that the email address that Emergence has for the **policyholder** is up to date. Please contact Emergence to change the **policyholder's** email address.

## How this Policy Works

The **policyholder's policy** is made up of several sections.

#### **Who is insured?**

The **policy** is taken out by the **policyholder** for the benefit of **covered persons**.

A **covered person** has the right to make a claim under the **policy**. A **covered person** has the same obligations to **us** under the **policy** as if they were the **policyholder**.

The definition of **covered person** includes family members ordinarily residing together at the **covered person's home address**.

A **covered person** represents the family members and anything a **covered person** says, does or omits to advise to **us** of, applies to and affects the rights of all insured family members.

#### **What does the policy cover?**

The **policy** provides a **covered person** with **cyber event response costs** resulting from **cyber events** first discovered by a **covered person** during the **policy period**.

#### **Limit**

The **limit** stated in the **schedule** and any sub-limits stated in the **policy** set out the maximum amounts payable. Read the **policy** in its entirety to understand how the **limits** apply.

#### **Words with special meaning.**

Some words and expressions used in the **policy** have special meanings. These words are always in bold. The meaning of words and expressions in bold are explained under the heading "what certain words mean".

#### **Exclusions**

Under the heading "Exclusions" **we** set out what is not covered under the **policy**. Please read the exclusions carefully.

#### **Claims Conditions**

Explains what a **covered person** must do if a **covered person** discovers a **cyber event** or believes they have a claim under this **policy**.

#### **General Conditions**

These are conditions that the **policyholder** and **covered persons** must comply with under the **policy**.

For example, **covered persons** must take reasonable steps to prevent and mitigate costs covered under this **policy**. These include, but are not limited to:

- a. changing the password on any **home IT** from a default or original password; and

- b. activating and maintaining a virus-protection software package which is licensed to a **covered person** or paid for by a **covered person**.

Failure to comply with the General Conditions may entitle **us** to deny or reduce a **covered person's** claim. Each **covered person** should become familiar with these conditions and be aware of a **covered person's** responsibilities and how the **policy** works.

## The Cost of the Policy

The amount that **we** charge the **policyholder** for this **policy** when the **policyholder** first acquires it and when the **policyholder** renews the **policyholder's policy** is called the **premium**. The **premium** is the total that **we** calculate when considering the factors which make up the risk.

Depending on the number of employees and the frequency and cost of claims the **premium** on renewal of the **policy** may be different to the **premium** for this **policy**.

The **premium** is subject to government taxes, levies, and duties such as GST and Stamp Duty. Emergence may also charge a policy fee in addition to the **premium**.

The total cost of the **policyholder's policy** is shown on the **schedule** and is made up of the **premium** plus government taxes, levies and duties (where applicable) and a policy fee (if applicable).

## Renewal Procedure

Before this **policy** expires, **we** will advise the **policyholder** whether **we** intend to offer the **policyholder** a renewal and if so, on what terms. It is important to check the terms of any renewal before renewing it to ensure that the details are correct.

## The Policyholders 'Cooling Off' Rights

The **policyholder** can return the **policy** to **us** within 14 days of its commencement or renewal, which is stated on the **schedule**. If **we** receive the **policyholder's** request to cancel this **policy** within the 14 day period, **we** will cancel the **policy** effective from the commencement or renewal date and provide a full refund. The **policyholder** cannot use this right where, before the 14 day period ends, a **covered person** has exercised any of a **covered person's** rights or powers under the **policy** (e.g. has made a claim).

After the cooling off period ends the **policyholder** will still have cancellation rights under the **policy** (see **our** General Conditions).

## Complaints

If the **policyholder** or a **covered person** has any concerns or wish to make a complaint in relation to this **policy**, **our** services or a claim, please let **us** know and **we** will attempt to resolve the concerns in accordance with **our** Internal Dispute Resolution procedure. Please contact Emergence in the first instance:

Complaints Officer

Emergence Insurance Pty Ltd

**By phone:** +61 1 300 799 562

**By email:** info@emergenceinsurance.com.au

**By post:** Emergence Complaints, GPO Box 327  
Sydney, NSW 2001

**We** will acknowledge receipt of the **policyholder** or a **covered person's** complaint and do **our** utmost to resolve the complaint to the **policyholder** or a **covered person's** satisfaction within 10 business days.

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

Lloyd's Australia Limited

**By phone:** +61 2 8298 0783

**By email:** idraustralia@lloyds.com

**By post:** Suite 1603 Level 16, 1 Macquarie Place,  
Sydney NSW 2000

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

The **policyholder** or a **covered person** may refer their complaint to the Australian Financial Complaints Authority (AFCA) if the complaint is not resolved to the **policyholder** or **covered person's** satisfaction within 30 calendar days of the date on which they first made the complaint or at any time. AFCA can be contacted as follows:

**By phone:** 1800 931 678

**By email:** info@afca.org.au

**By post:** Australian Financial Complaints Authority  
GPO Box 3 Melbourne VIC 3001

**Website:** www.afca.org.au

The **policyholder** or a **covered person's** complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply.

If the **policyholder** or a **covered person's complaint** is not eligible for consideration by AFCA, the **policyholder** or a **covered person** may be referred to the Financial Ombudsman Service (UK) or the **policyholder** or a **covered person** can seek independent legal advice. The **policyholder** or a **covered person** can also access any other external dispute resolution or other options that may be available.

## Privacy Statement

In this Privacy Statement the use of "**we**", "**our**" or "**us**" means the Insurer and Emergence, unless specified otherwise, and **you/your** means the **policyholder** named in the **schedule** and each **covered person**.

**We** are committed to protecting **your** privacy.

**We** are bound by the obligations of the *Privacy Act 1988* (Cth) and the Australian Privacy Principles. These set out basic standards relating to the collection, use, storage and disclosure of personal information.

**We** need to collect, use and disclose **your** personal information (which may include sensitive information) to consider **your** application for insurance and to provide the cover **you** have chosen, administer the insurance and assess any claim. **You** can choose not to provide **us** with some of the details or all of **your** personal information, but this may affect **our** ability to provide the cover, administer the insurance or assess a claim.

The primary purpose for **our** collection and use of **your** personal information is to enable **us** to provide insurance services to **you**.

**We** may collect personal information in many ways, including directly from **you** via **our** website or by telephone or email. Personal information will be obtained from individuals directly where possible and practicable to do so. Sometimes it may be collected indirectly (e.g. from **your** insurance intermediary or co-insureds). If **you** provide personal information for another person **you** represent to **us** that:

- **you** have the authority from them to do so and it is as if they provided it to **us**;
- **you** have made them aware that **you** will or may provide their personal information to **us**, the types of third parties **we** may provide it to, the relevant

purposes **we** and the third parties **we** disclose it to will use it for, and how they can access it. If it is sensitive information, **we** rely on **you** to have obtained their consent on these matters. If **you** have not done or will not do either of these things, **you** must tell **us** before **you** provide the relevant information.

**We** may disclose the personal information **we** collect to third parties who assist **us** in providing the above services, such as related entities, distributors, agents, insurers, reinsurers and service providers. Some of these third parties may be located outside of Australia including Philippines, Vietnam, Malaysia and United Kingdom. In all instances where personal information may be disclosed to third parties who may be located overseas, **we** will take reasonable measures to ensure that the overseas recipient holds and uses **your** personal information in accordance with the consent provided by **you** and in accordance with **our** obligations under the *Privacy Act 1988* (Cth).

In dealing with **us**, **you** consent to **us** using and disclosing **your** personal information as set out in this statement. This consent remains valid unless **you** alter or revoke it by giving written notice to Emergence's Privacy Officer. However, should **you** choose to withdraw **your** consent, **we** may not be able to provide insurance services to **you**.

The Emergence Privacy Policy, available at [www.emergenceinsurance.com.au](http://www.emergenceinsurance.com.au) or by calling Emergence, sets out how:

- Emergence protects **your** personal information;
- **you** may access **your** personal information;
- **you** may correct **your** personal information held by **us**;
- **you** may complain about a breach of the *Privacy Act 1988* (Cth) or Australian Privacy Principles and how Emergence will deal with such a complaint.

If **you** would like additional information about privacy or would like to obtain a copy of the Privacy Policy, please contact the Emergence Privacy Officer by:

**Post:** GPO Box 327 Sydney, NSW, 2001

**Phone:** 1300 799 562

**Email:** [privacyofficer@emergenceinsurance.com.au](mailto:privacyofficer@emergenceinsurance.com.au)

You can download a copy of the Emergence Privacy Policy by visiting [www.emergenceinsurance.com.au](http://www.emergenceinsurance.com.au)

# Policy Wording

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Subject to the **policyholder** paying the **premium** and subject to all the terms and conditions of the **policy**, and subject to the **limit** stated in the **schedule** and any applicable sublimits, **we** will pay claims arising out of the following:

If a **cyber event** affects a **covered person's home IT** and the **cyber event** is first discovered by the **covered person** during the **policy period** then **we** will pay **cyber event response costs** incurred directly as a result of the **cyber event**.



# What Certain Words Mean

The words listed below have been given a specific meaning in the **policy** and these specific meanings apply when the words are in **bold**.

**aggregate** means the most **we** will pay combined and in total for all claims, for all covers and costs, and for all **covered persons** under this **policy** during any one **policy period**. The **aggregate** is set out in the **schedule**. All **limits** and sub-limits are included in and form part of the **aggregate**.

**computer system**, for the purposes of exclusion 7, means means any computer, hardware, software, communications system, electronic device (including but not limited to, smart phone, laptop, tablet, wearable device), server, cloud infrastructure or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

**covered person** means a current employee of the **policyholder** on whose behalf the **policyholder** has paid **premium** to **us**. Cover is extended to include members of the **covered person's** family ordinarily residing at the **home address**. Any reference in the **policy** to **covered person** includes members of the **covered person's** family ordinarily residing at the **home address**.

**cyber event** must happen to a **covered person's home IT** and means any of the following:

- **crimeware** which is any malware of any type intentionally designed to cause harm to a **covered person's home IT** but does not include **cyber espionage**.
- **cyber espionage** which includes unauthorised access to an item of a **covered person's home IT** by a criminal source exhibiting the motive of espionage.
- **cyber extortion** which is a crime involving an attack or threat of attack against a **covered person's home IT** coupled with a demand for money to avert or stop the attack.
- a **denial of service** which is solely and directly intended to compromise the availability of a **covered person's home IT**.
- **hacking** which is malicious or unauthorised access to a **covered person's home IT**.

**cyber event response costs** means the reasonable and necessary costs and expenses agreed to by **us**, which will not be unreasonably withheld or delayed, as follows:

- **credit and identity monitoring costs** incurred in engaging monitoring services by a third party for a **covered person** or an **identifiable individual** for a period of up to 12 months after a **cyber event**.
- **cyber extortion costs** paid with **our** agreement and consent to respond to a **cyber event** where a third party is seeking to obtain financial gain from a **covered person** through **cyber extortion**. **Cyber extortion costs** are sub-limited to \$2,500 for each **covered person** during any one **policy period** unless another amount is stated in the **schedule**. **Cyber extortion costs** form part of the **limit** and are not payable in addition.
- **data restoration costs** incurred in rectifying, restoring, or replacing data, applications, software or programs in a **covered person's home IT** that have been lost, damaged, altered, corrupted, or destroyed and the cost to mitigate or prevent further damage, and includes the cost of a **covered person** purchasing replacement licences, if necessary, but does not include any costs relating to personal or family memorabilia or recordings that are unable to be replaced.
- **data securing costs** incurred in securing a **covered person's home IT** to avoid ongoing **cyber event response costs**.
- **legal costs we** pay to a qualified legal practitioner of **our** choosing to provide a **covered person** with confidential legal advice as to legal remedies that a **covered person** may have and steps that a **covered person** can take in response to:
  - a. civil proceedings issued against a **covered person** or a judgment being entered against a **covered person** where the **covered person** is not aware of the civil proceedings directly as a result of **identity theft**, or
  - b. a negative consumer credit report in a **covered person's** name directly as a result of the fraudulent use of that **covered person's** identity following an **identity theft**.

**legal costs** does not include any legal advice about this **policy** or the cost of representing a **covered person** in any legal proceedings. The sublimit for **legal costs** is \$2,500 for each **covered person** in total during any one **policy period** unless another amount is stated in the **schedule**. **Legal costs** form part of the **limit** and are not payable in addition.

- **notification costs** incurred in notifying any **identifiable individual** whose data or information has been wrongfully accessed, stolen or lost.
- **technical management response costs** incurred by **us** to provide assistance to a **covered person** if a **cyber event** happens to a **covered person's home IT** and includes the cost of a forensic IT investigator or other technician that **we** appoint at **our** absolute discretion.
- **virus extraction costs** incurred to remove **crimeware** from a **covered person's home IT**.

**cyber operation**, for the purposes of exclusion 7, means the use of a **computer system** by, at the direction of, or under the control of a **state** to:

- a. disrupt, deny access to or, degrade functionality of a **computer system**, and/or
- b. copy, remove, manipulate deny access to or, destroy information in a **computer system**.

**endorsement** means a written alteration to the terms, conditions, or **limits** of this **policy**.

**excess** means the amount of money, stated in the **schedule**, that a **covered person** is responsible for paying towards their claim.

**home address** means the address, in Australia or New Zealand where the **covered person** permanently resides.

**home IT** means a **covered persons** computer hardware, **smart devices and appliances**, connected to the internet at their **home address**, or capable of communicating with a **covered person's smart devices and appliances** at their **home address**, all of which a **covered person** owns or operates for personal reasons.

**identifiable individual** means a person whose **personal information** is on a **covered person's home IT** for personal reasons, and which is lost, stolen, or wrongfully accessed because of a **cyber event** to a **covered person's home IT**.

**identity theft** means the unauthorised access to and use of a **covered person's** identity. The **identity theft** must happen because of a **cyber event** to a **covered person's home IT**.

**limit** means the amount stated in the **schedule** and applies to any one claim. The **limit** is the maximum **we** will pay for all **cyber event response costs** and for all claims combined under this **policy** for each **covered person**.

**personal information** means information or an opinion about an **identifiable individual** which is likely to cause the **identifiable individual** loss or harm.

**policy** means this **policy** wording, the **schedule**, and any **endorsements** stated in the **schedule**.

**policy period** means the period stated in the **schedule**.

**policyholder** means the entity named in the **schedule**. The **policyholder** has arranged this **policy** for the benefit of a **covered person**.

**premium** means the amount the **policyholder** pays to **us**. The **policyholder** agrees to pay the **premium** on behalf of a **covered person**. The **premium** is stated in the **schedule**.

**schedule** means the document **we** provide to the **policyholder** which sets out the details of this **policy**.

**smart devices and appliances** means a product which has the capability to receive, interpret and act on information from other **smart devices and appliances** through a connection to the internet or other form of communication.

**state**, for the purposes of exclusion 7, means sovereign state.

**utility provider** includes suppliers of gas, electricity, sewage, water, telecommunications, satellite, cable, internet access providers, internet backbone, DNS servers or other core infrastructure of the internet.

**war**, for the purposes of exclusion 7, means armed conflict involving physical force:

- a. by a **state** against another **state**, or
- b. as part of a civil war, rebellion, revolution, insurrection, military action or usurpation of power,

whether war be declared or not.

**we/our/us** means certain underwriters at Lloyd's (the underwriters), as insurers of this policy and Emergence acting on behalf of underwriters as the issuer of this policy.

# Exclusions

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We will not pay any claim:

1. arising from or for physical damage to or the repair or replacement of tangible property or equipment or any part of a **covered person's home IT** unless we repair or replace part of a **covered person's home IT** to avoid or to mitigate ongoing **cyber event response costs**.
  2. arising from or as a consequence of death or bodily injury.
  3. for any fact or circumstance known to a **covered person** or discovered by a **covered person** before the commencement of the **policy period**.
  4. arising from or based upon any intentional, criminal or fraudulent acts committed by a **covered person** or by any person acting with a **covered person's** knowledge or consent or on a **covered person's** behalf.
  5. arising from, attributable to, or as a consequence of any electromagnetic field, electromagnetic radiation or electromagnetism.
  6. arising from, attributable to, or as a consequence of ionising, radiation or contamination or any loss or damage caused by or related to radioactivity from any nuclear fuel, waste or other toxic, explosive or other hazardous properties of any nuclear assembly or component.
  7. directly or indirectly occasioned by, happening through or in consequence of **war** or a **cyber operation**.
- Attribution of a **cyber operation** to a **state**
- Notwithstanding the insurer's burden of proof, which shall remain unchanged by this clause, in determining attribution of a **cyber operation** to a **state**, the insured and insurer will consider such objectively reasonable evidence that is available to them. This may include formal or official attribution by the government of the **state** in which the **computer system** affected by the **cyber operation** is physically located to another **state** or those acting at its direction or under its control.
8. directly or indirectly caused by or arising out of any act of terrorism, which includes any act which may or may not involve the use of, or threat of, force or violence where the purpose of the act is to further a political, religious, ideological aim or to intimidate or influence a government (whether lawfully constituted or not) or any section of the public, or any action taken in controlling, preventing or suppressing any such act or its consequences.
  9. caused by defective equipment, ordinary wear or deterioration, faulty design or construction, software error, or by internet speed, bandwidth, data allowance, digital memory or processing power that is insufficient to meet the needs of a **covered person's home IT**.
  10. arising from any legal liability a **covered person** has at common law or under statute to pay damages (including damages described as aggravated, punitive, or exemplary damages), compensation, penalties, or fines.
  11. caused by outage of a **utility provider**.
  12. arising from any access through a **covered person's home IT** to the **policyholder's** IT system or the IT system of any other business that a **covered person** owns or that a **covered person** is employed by or performs work for reward.
  13. arising from or attributable to or in consequence of a **covered person** engaging in:
    - a. the use of any online auction for a commercial or business purpose;
    - b. any lottery, gambling, or a game of chance; or
    - c. other commercial activity, including the letting out or use of a **covered person's** property for commercial purposes.
  14. if the provision of such cover, payment of such claim or provision of such benefit would expose **us** or any (re) insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

# Claims Conditions

If a **covered person** does not comply with the following claims conditions, **we** may refuse to pay a claim in whole or in part.

A **covered person** must comply with the following conditions if they discover a **cyber event** or believes they have a claim under this **policy**:

1. If a **covered person** discovers a **cyber event** or believes they have a claim under this **policy**, then a **covered person** must immediately ring the claim reporting line on 1300 799 562 or notify Emergence in writing at [personalclaims@emergenceinsurance.com.au](mailto:personalclaims@emergenceinsurance.com.au) and provide details and circumstances of the loss event. A **covered person** must immediately notify **us** so that **we** can investigate the claim to reduce any loss.
2. A **covered person** must do everything reasonably possible to preserve evidence that would enable **us** to properly assess and investigate the claim.
3. A **covered person** must fully cooperate with **us**, with **our** technical management response team and with any providers **we** appoint.
4. A **covered person** must do everything reasonably possible to assist in the reduction or mitigation of the loss and associated costs.
5. A **covered person** must provide **us** with the information **we** need to assess the claim.
6. **We** must approve any **cyber event response costs** before they are incurred. Consent will not be unreasonably withheld or delayed. **We** must also approve in writing the payment of any **cyber extortion costs** by a **covered person**.
7. When **we** engage technicians or other service providers directly, **we** will pay them directly, however a **covered person** remains liable to pay the **excess** if applicable. A **covered person** may engage technicians or service providers directly from **our** approved panel of service providers and seek reimbursement from **us**. A **covered person** must evidence the costs they incur and payments they make by receipts, invoices and adequate documentation including the scope of



work performed. **We** will require these to substantiate and process the claim. Only costs that are covered under the **policy** and reasonable in amount can be reimbursed. **We** will make a fair and reasonable determination of those costs as part of adjusting the claim. If a **covered person** incurs costs or make payments that are not covered under this **policy**, they are responsible for paying those costs. If an **excess** applies, only costs that are covered under this **policy** can be applied towards the **excess** and **we** will reimburse a **covered person** for the covered portion of costs incurred, less any applicable **excess**.

8. An **excess** applies to each claim as shown in the **schedule**. If **we** make a payment to a **covered person** to settle a claim under this **policy**, **we** will deduct the **excess** and pay the net amount. If payment to a third party is required to settle a claim under this policy and no payment is due to a **covered person**, the **covered person** is liable to pay the **excess** and **we** will inform the **covered person** how to make payment.
9. **We** will pay **legal costs** to the qualified legal practitioner that **we** arrange for a **covered person**. The cost will be agreed by **us** and the qualified legal practitioner.

# General Conditions

If the **policyholder** or a **covered person** does not comply with the following General Conditions, **we** may refuse to pay a claim in whole or in part or in some circumstances in accordance with the law cancel the **policy**.

1. The **policyholder** must pay the **premium**. If the **policyholder** fails to pay the **premium** **we** may take steps to cancel the **policy** for non-payment of the **premium**.
2. The **policyholder** must inform **us** if the number of employees increases by more than 25% during the **policy period**. If the number of employees increases by more than 25% during the **policy period** then **we** reserve the right to charge an additional **premium** on a pro-rated basis.
3. A **covered person's** cover commences on the later of:
  - a. the commencement of the **policy period**, or
  - b. the date the **covered person** first becomes an **employee** of the **policyholder**.

A **covered person's** cover ceases on the earlier of:

- a. the date they cease to be an employee of the **policyholder**, or
  - b. the end of the **policy period**, or
  - c. the date the **policy** is cancelled by the **policyholder** or by **us**.
4. Each **covered person** must take reasonable steps to prevent and mitigate loss covered under this **policy**. These include, but are not limited to:
    - a. changing the password on any **home IT** from a default or original password;
    - b. activating and maintaining a virus-protection software package which is licensed to a **covered person** or paid for by a **covered person**.
  5. A **covered person** must not disclose, either personally or through any person or entity acting on their behalf or at their direction, to any third party the existence and terms of this **policy** but a **covered person** may disclose the existence of this **policy** to the extent required to do so by the law or where **we** consent to the disclosure in writing.

6. This **policy** and any rights under it cannot be assigned without **our** written consent.
7. If **we** make payment under this **policy** then **we** are entitled to assume a **covered person's** rights against any third party to the extent of **our** payment. A **covered person** must assist **us** and provide necessary information to **us** to enable **us** to bring the subrogation or recovery claim. The proceeds of any subrogation or recovery action will be applied between a **covered person** and **us** in accordance with the provisions of the *Insurance Contracts Act 1984* [Cth].
8. In the event of a claim, a **covered person** must advise **us** as to any other insurance that covers the same risks which are insured by this **policy**, or that a **covered person** is entitled to claim under or have access to. Subject to the *Insurance Contracts Act 1984* [Cth], **we** reserve the right to seek contribution from the other insurer[s].
9. The **policyholder** can cancel the **policy** in accordance with the **policyholder's** 'cooling off' rights within the first 14 days from commencement.

After this 14 day period the **policyholder** may cancel the **policy** at any time by providing **us** with written notice stating when thereafter cancellation is to take effect. As long as no claim has been made and there has been no **cyber event**, we will refund **premium** to the **policyholder** calculated on a pro rata basis less any non-refundable government taxes, charges or levies.

**We** can only cancel the **policy** in accordance with the provisions of the *Insurance Contracts Act 1984* [Cth].



10. All **premiums, limits** and other amounts under this **policy** are expressed and payable in Australian dollars.

11. Our decision to insure the **policyholder** and the **premium we** charge is based on information provided by the **policyholder** and the risks to be insured under the **policy**. The insurance, including the amount of **premium**, may be affected if any of the facts or circumstances that existed at the start of the **policy** change during the **policy period**. For example:

The **policyholder** must notify **us** of the above or any other changes that may increase the risk insured under the **policy**.

If **we** agree to insure the **policyholder** after the **policyholder** has told **us** of the changes, **we** will confirm this in writing. In some cases, **we** may only agree to insure the **policyholder** under the **policy** if the **policyholder** agrees to pay **us** additional **premium**.

12. The insurers providing this insurance agree that:

a. if a dispute arises under this insurance, this **policy** will be subject to Australian law and practice and the insurers will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;

b. any summons, notice or process to be served upon the insurers may be served upon:

Lloyd's Underwriters' General Representative  
in Australia,  
Suite 1603  
Level 16  
1 Macquarie Place  
Sydney NSW 2000  
who has authority to accept service and to appear on the insurers' behalf;

c. if a suit is instituted against any of the insurers, all the insurers participating in this policy will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this policy NOTICE should be given to Emergence Insurance Pty Ltd. as soon as possible.

13. The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

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Level 8, Bligh House  
4-6 Bligh Street,  
Sydney NSW 2000

1300 799 562  
[emergenceinsurance.com.au](http://emergenceinsurance.com.au)