Agile

CyberCare 2.0

Combined Policy Wording and

Product Disclosure Statement (PDS)

Issued by Agile Insurance Group NZ Limited
NZBN 9429052286766

CYB-CC2-NZ-20260107

CyberCare 2.0
Policy Wording & Product Disclosure Statement (PDS)

Prepared on 1st July 2026

Any general advice that may be contained within this Policy Wording and Product Disclosure Statement (PDS) or accompanying material does not take into account Your individual objectives, financial situation or needs. You need to decide if the limits, type and level of cover are appropriate for You.

PART A – PRODUCT DISCLOSURE STATEMENT

PART B – POLICY WORDING

PART A – PRODUCT DISCLOSURE STATEMENT

General Information

In this PDS, "We", "Agile", "Our", "Us" means Agile Insurance Group NZ Limited (***Agile***). ***Agile*** arranges policies for and on behalf of certain Underwriters at Lloyd's (the "**Underwriters**", the "**Insurer**") and "You", "Your" means the ***Insured*** (the person who has entered into this contract of insurance with Us).

This document is a Product Disclosure Statement (***PDS***) and is also the Agile Insurance Group NZ Limited (***Agile***) Policy Wording. This document contains important information and has been prepared to assist You in understanding Your policy and making an informed choice about Your insurance requirements. It is up to You to choose the cover You need.

This policy is a non-consumer product and is not intended to be used wholly or predominantly for personal, domestic or household purposes.

It is important that You carefully read and understand this document before making a decision. Other documents may form part of ***Agile's*** Policy Wording and PDS and if they do, ***Agile*** will tell You in the relevant document. Please keep this document and any other documents that ***Agile*** tell You form part of Your policy and keep in a safe place in case You need to refer to them in the future.

Throughout this document, certain words are highlighted in ***bold & italic***. These words have special meaning and are included in General Definitions, and Definitions applicable to the coverage sections of this Policy Wording and PDS. Please refer to the Definitions for their meaning. Any reference to an Act, legislation or legislative instrument in this document also refers to that Act, legislation or legislative instrument as amended and may be in force from time to time.

This policy is a legal contract between the You and ***Agile***. You have paid, or agreed to pay, ***Agile*** the required ***premium*** and ***Agile*** will provide indemnity as specified in this policy and as set out in the ***schedule***. It is essential that You read all of the policy terms and conditions before You purchase it to ensure that this policy provides You the protection You require and You are aware of the ***limits of liability*** provided and the amounts ***Agile*** will pay (including any ***deductible*** that applies) noting that some of these will be stated in the policy itself (these are Our standard policy limits) and the remainder will be stated in the ***schedule***. You must ensure that You are aware of the Definitions of this policy.

You must comply with all provisions of this policy, otherwise ***Agile*** may be entitled to refuse to pay a claim or reduce its liability under this policy. This policy is in force for the ***period of insurance*** set out in the ***schedule*** or until cancelled

1. Who Can I Contact If I Have Questions?

We have simplified Our contact points so You can easily get in touch with Agile.

For Enquiries Relating To	Please Contact
General enquiries, including policy questions and coverage, and policy amendments. Any questions, just call or email.	+64 9 888 4512 nz@withagile.com
Cancelling Your policy You can cancel Your policy at any time.	+64 9 888 4512 nz@withagile.com
Making a claim online You can claim directly through Our online portal.	Link to Online Portal
Making a claim Get in touch as soon as possible and We can help.	+64 9 888 4512 Link to Online Portal claims@withagile.com
Making a complaint If You are not happy...We want to know.	+64 9 888 4512 complaints@withagile.com

2. About Agile Insurance Group NZ Limited

This insurance is issued by Agile Insurance Group NZ Limited (NZBN: 9429052286766) ***(Agile)***. ***Agile*** arranges policies for and on behalf of certain Underwriters at Lloyd's (the "**Underwriters**", the "**Insurer**")

In all aspects of this policy, Agile acts as agent for subscribing insurers and not for You.

Our contact details are:

Head Office:	Ground Floor, 48 Broadway, Newmarket, Auckland, New Zealand, 1023
Postal Address:	Ground Floor, 48 Broadway, Newmarket, Auckland, New Zealand, 1023
Telephone:	+64 9 888 4512
E-mail:	hello@withagile.com
Website:	www.withagile.com

3. About Lloyd's

Lloyd's is the world's leading insurance and reinsurance marketplace. Through the collective intelligence and risk-sharing expertise of the market's underwriters and brokers, Lloyd's helps to create a braver world. The Lloyd's market does this by sharpening the insight to anticipate and understand risk, and the knowledge to develop relevant and innovative forms of insurance for customers globally. Lloyd's offers the efficiencies of shared resources in a marketplace that covers risks from more than 200 territories, in any industry, at any scale. Lloyd's promises a trusted partnership – helping people, businesses and communities to recover in times of need and build resilience for the future. Lloyd's is a 330-year-old start up, founded by a few brave entrepreneurs in a coffee shop. Three centuries later, the Lloyd's market continues that proud tradition – sharing risk and inspiring courage everywhere.

4. About This Policy

We agree to provide You with insurance in accordance with the terms, conditions, and exclusions of the policy based on the information You have provided or that was provided on Your behalf to Agile, subject to payment of the ***premium*** required. The policy consists of this document, the ***schedule*** and any endorsements affixed (or intended to be affixed) to it and the proposal form. All of them should be read as if they were one document. This policy is subject to New Zealand law and practice.

Your certificate of insurance

Your schedule of insurance contains important details about Your policy such as the ***period of insurance***, what cover options and ***deductibles*** will apply, and any changes to the policy wording.

What makes up Your *premium*

Your ***premium*** is determined by a number of factors and of course, the higher the risk is, the higher the ***premium***. Your ***premium*** also includes amounts that We are required to pay, such as government charges, taxes or levies (e.g. GST) that apply to Your policy. You will find these amounts on Your quotation.

5. Important Information About This Policy Wording and Product Disclosure Statement

This document is a PDS and is also Our insurance policy wording.

This document contains important information and has been prepared to assist You in understanding Your policy and making an informed choice about Your insurance requirements. It is up to You to choose the cover You need.

It is important that You carefully read and understand this document before making a decision. Other documents may form part of Our Policy Wording and PDS and if they do, We will tell You in the relevant document.

In return for You paying ***Agile*** a ***premium***, ***Agile*** insure You for the events described in the Policy Wording and PDS, subject to the terms, conditions and exclusions of Your policy. Please keep this document, Your ***schedule*** and any other documents that We tell You form part of Your policy in a safe place in case You need to refer to them in the future. Please check these documents to make sure all the information in them is correct. Please let ***Agile*** know as soon as possible if any alterations are needed or if You change Your address or payment details. For certain types of cover under the policy, ***Agile*** will require You to provide receipts and other documentary evidence to ***Agile*** before We pay a claim.

Check Your documents

It's important that You check all the details on the documents ***Agile*** send You. If You notice an error or if You have a question, please contact ***Agile*** at www.withagile.com/contact/. If You find You need to change the cover for whatever reason, get in contact with Us.

New Zealand Fair Insurance Code

The Insurance Council of NZ has developed the Fair Insurance Code , which is a self-regulatory code which sets out the standard of service member companies must provide to their customers. The Fair Insurance Code aims to raise the standards of practice and service in the insurance industry.

This policy is subject to the protections afforded by the Fair Insurance Code. For further information on the Code please visit Fair Insurance Code - ICNZ.

6. Your Duty of Disclosure

You have a duty of disclosure under this non-consumer policy to make a fair presentation of the risk. You must tell us about all "material circumstances", which are matters that a prudent insurer would want to know when deciding whether to provide insurance and, if so, on what terms and premium. This is not limited to answering any questions we ask. If You are not sure whether something is relevant, You should tell Us anyway.

This duty applies in relation to things You know or ought to know by carrying out a reasonable search. If You are an individual then this duty applies in relation to things that You (i.e. the individual) know or ought to know. If You are not an individual, then this duty applies in relation to things that are known to 1 or more individuals who are part of Your senior management (individuals who play significant roles in making decisions about how Your activities are to managed or organised) and/or are responsible for Your insurance. If this policy covers Your subsidiaries, this duty applies in relation to things You ought to know by carrying out a reasonable search and making reasonable enquiries of Your subsidiaries.

Your duty to make a fair presentation of the risk applies before You enter into this policy and before You renew, extend, vary, or reinstate this policy. You also have a separate contractual duty to notify us of any Change in Risk during the course of the policy as set out in the General Conditions below.

When You provide information to us, You must do so honestly and make sure it is factually correct. You must also present the information in a clear and accessible way.

If You do not comply with Your duty of disclosure, We will consider what We would have done if We had the correct information. Depending on the circumstances, We may increase Your premium, change the terms of Your policy, reduce what We pay for a claim, and/or refuse a claim. If We would not have agreed to Your policy, or a change to it, We may treat the policy as if it had never existed or had never been changed and refuse all claims. :

If We treat Your policy as if it had never existed or never been changed on the basis of a breach that is not deliberate or reckless, We will refund Your premium or any additional premium charged as a result of the change.

If You deliberately or recklessly do not meet Your disclosure duties, We may treat your policy as if it had never existed, or had been ended at the time it was changed, refuse all claims, and keep any premium You have paid.

7. Who Can Purchase This Policy

Certain eligibility criteria apply. This policy can only be purchased by customers domiciled in New Zealand.

8. General Terms

Commencement and Period of Your Policy

Your policy begins on the date shown on the ***schedule*** and continues for the period as shown in the ***schedule*** after which time it expires, or until it is cancelled. This is Your ***period of insurance***.

Change in risk

Every change materially affecting the facts or circumstances existing at the commencement of or during the course of this policy, shall be notified to ***Agile*** within thirty (30) days that such change comes to Your notice.

Agile reserves the right to accept or deny coverage at the time of such notification and to establish a separate rate and ***premium*** for any such coverage.

With regard to the Public & Products Liability Coverage Section, if any entity becomes an ***acquired business*** this condition will apply notwithstanding Definition 5.9 ***insured***, (e).

Renewal of Your Policy

This insurance may be renewed for further consecutive yearly periods upon payment of the ***premium***. Payment of Your ***premium*** is deemed to be acceptance of an offer of renewal for a further yearly period.

If You continue to pay Your ***premium***, then unless Your policy is cancelled or We advise You prior to the renewal date that We will be updating Your policy or not be renewing, a policy on the same terms and conditions automatically comes into existence for one (1) year from the renewal date.
The duty of disclosure set out above also applies on each renewal or variation of this policy.

Expiry of Your Policy

Your policy expires at the end of the ***period of insurance***. We may decide not to renew Your policy. If We decide not to renew Your policy, We will send You an expiry notice at least fourteen (14) days before the expiry of Your policy. If Your policy is cancelled or otherwise terminated, the ***period of insurance*** will be from the commencement date or renewal date, whichever is the later, up to and including the date of cancellation or termination.

Jurisdiction

The law of New Zealand applies to this policy, and the New Zealand Courts have exclusive jurisdiction. In the event of any dispute arising under this policy including, but not limited to, its construction and/or validity and/or performance and/or interpretation, You and We will submit to the exclusive jurisdiction of any competent Court in New Zealand.

If a suit is instituted against any one of the subscribing insurers, all subscribing insurers' will abide by the final decision of such Court or any competent Appellate Court.

New Zealand Currency

All payments by You to ***Agile*** and ***Agile*** to You or someone else under Your policy must be in New Zealand currency.
If a loss under this policy is stated in a currency other than New Zealand dollars, payment under this policy shall be made in New Zealand dollars at the cash rate of exchange for the purchase of New Zealand dollars as reported in the Reserve Bank of New Zealand on the date the final judgment is reached, the amount of the settlement is agreed upon or the element of loss is due, as the case may be.

9. Cancellation of Your Policy

Your policy may be cancelled in one of two (2) ways:

When You can cancel

You can cancel Your policy at any time by emailing ***Agile*** at nz@withagile.com or calling +64 9 888 4512.
The cancellation will take effect at 4pm Local Standard Time on the day We receive Your notice of cancellation or at 4pm Local Standard Time on the date that You request the policy to be cancelled.

On cancellation, We will refund the ***premium*** for Your policy, less an amount which covers the period for which You were insured. However, We will not refund any ***premium*** if We have paid or are obliged to pay a claim under Your policy.

When We can cancel

We can cancel Your policy by giving You written notice to the address on file, where:

(a) You have breached a provision of Your policy (including one requiring payment of ***premium*** within sixty (60) days);

(b) A change in risk occurs such that We are no longer willing/able to provide You with insurance cover

(c) You have made a fraudulent claim or used any fraudulent means under any policy of insurance;

(d) If You are placed in liquidation, receivership or administration or bankruptcy or if any application is made to the Court or meeting convened for any these purposes

On cancellation, unless You have been fraudulent, We will refund the ***premium*** for Your policy, less an amount which covers the period for which You were insured. However, We will not refund any ***premium*** if We have paid or are obliged to pay a benefit under Your policy.

10. Claims

In the event of an ***occurrence, claim, event*** or ***fine*** or circumstance which may result in a claim under Your policy You must comply with the requirements under General Conditions 3. Notice and proof of claim, claims assistance and cooperation and General Condition 4. Claims control.

Claims Documentation

To facilitate the settlement of Your claim, please provide Us with any requested documentation, including the following:

- ☑ a written claim form or claim notification detailing the nature and extent of the loss or damage
- ☑ copies of all correspondence exchanged with any third party
- ☑ repair quotations
- ☑ details of any other insurance that may exist on the insured property.

In the event of a claim arising under this insurance notice should be given as soon as possible to:

For Enquiries Relating To	Please Contact
Making a claim Get in touch as soon as possible and We can help.	+64 9 888 4512 Link to Online Portal claims@withagile.com

11. Complaints and Dispute Resolution

If You have any concerns or wish to make a complaint in relation to this policy, Our services or Your insurance claim, please let ***Agile*** know and We will attempt to resolve Your concerns in accordance with Our Internal Dispute Resolution procedure. Please contact Agile Insurance Group NZ Limited in the first instance:

Address: The Complaints Officer
Agile Insurance Group NZ Limited
Suite 1, Level 6, 171 Clarence Street, SYDNEY, NSW, 2000
Telephone: +64 9 888 4512
Email: complaints@withagile.com

We will acknowledge receipt of Your complaint within five (5) business days and attempt to resolve the complaint to Your satisfaction within ten (10) business days, unless We require further information in which case, We will agree an alternate time frame with You.

If We cannot resolve Your complaint to Your satisfaction, You can escalate the matter to Lloyd's General Representative in New Zealand to carry out an independent review:

Address: Lloyd's General Representative in New Zealand
C/- Hazelton Law
PO Box 5639, Wellington
Email: idrnz@lloyds.com
Telephone: +64 4 472 7670

Following receipt of Your complaint, You will be advised whether Your dispute will be handled by the Complaints team at Lloyd's Australia or the Lloyd's Complaints team in the UK, or what other avenues are available to You.

A final decision will be provided to You within two months of the date on which You first made the complaint unless certain exceptions apply.

If Your complaint is not resolved in a manner satisfactory to You or We do not resolve Your complaint within two months of originally receiving it, You may refer the matter to the Insurance and Financial Services Ombudsman (IFSO). IFSO can be contacted as follows:

Address:	PO Box 10-845 Wellington New Zealand
Telephone:	0800 888 202 or +64 4 499 7612
Email:	info@ifso.nz or via their website www.ifso.nz.

Your complaint must be referred to the IFSO within 3 months of Our final decision, unless IFSO considers special circumstances apply.

If Your complaint is not eligible for consideration by IFSO, You may be referred to the Financial Ombudsman Service (UK) or You can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to You.

12. Updating Our PDS

We may update the information contained in Our PDS when necessary. A paper copy of any updated information is available to You at no cost by calling Us on +64 9 888 4512.

If We need to make any changes to this PDS or the policy wording, we will let You know by email and/or post.

A copy of any new PDS or supplementary PDS will be available to You at no cost by calling ***Agile***.

You may, following receipt of the updated PDS, either accept the new PDS or supplementary PDS, or alternatively cancel the policy.

If You wish to accept the new PDS or supplementary PDS, You do not need to do anything. If You decide to cancel the policy, then clause 9. Cancellation of Your Policy, will apply.

13. Data Privacy Statement

This Data Privacy Statement document sets out how We collect, store, use and disclose personal information..

Introduction

The privacy of Your personal information is very important to Us. For the purposes of this Statement "You" includes individuals who engage with Us on the Insured's behalf. This Statement details how We collect, store, use, disclose and protect an individual's personal information in accordance with Our obligations under the *Privacy Act 2020* (NZ) ("Privacy Act").

The terms of Our Privacy Policy may change from time to time. The current terms will be displayed on the website.

About the Privacy Act

The Privacy Act regulates the way both public and private agencies can collect, use, keep, secure and disclose personal information about a person.

Personal information means any information about an identifiable individual. This includes basic personal identifiers, such your name, address and age, but also details of the devices you use, your preferences and personal traits, and more sensitive information such as your health and biometric information, religious beliefs, and financial information.

The aim of the law is to ensure that organisations that collect, hold, use and disclose personal information about people, handle that information responsibly. It also gives people some control over the way information about them is handled. For example, it gives individuals the right to know what personal information an organization holds about them and a right to correct that information if it is wrong.

Information Collected

We collect personal information from You that is necessary for the purpose of providing Our products and services. This includes personal information collected via our proposal form and policy application process, and via our website.

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Where possible, We collect it directly from You. Where We collect personal information about You indirectly We will do so in accordance with the Privacy Act (for example, with your authorisation, where indirect collection would not prejudice Your interests, or direct collection is not reasonably practicable).
If You do not provide all or part of the personal information We request We may not be able to provide Our products or services to You, including provision of quotes, issuing of policies, and managing claims.

Online Privacy

We may collect some personally identifiable information about You at different times depending on how You choose to access Our website.
If You submit Your e-mail address for a request it will be used to complete that request and send a reply.
We may request Your e-mail address for the inclusion into a mailing list. If You choose to submit Your e-mail address an option to remove this address from Our database will be offered to You via e-mail correspondence. All opt-in e-mails sent to the mailing list will comply with the *New Zealand Unsolicited Electronic Messages Act 2007*.

Use of Cookies

From time to time, We may use data collection devices such as 'cookies' in conjunction with Our website. Cookies are commonly used on the internet. They are a small file placed onto a computer by a server. A cookie can later be identified by a server. We may use both 'persistent' and 'session cookies'. We use the services of a marketing company to help Us measure the effectiveness of Our advertising and how visitors use Our site. Although Our marketing company manages the information coming from Our site on Our behalf, We control how that data may and may not be used. Any information that is collected in this way is used in an aggregated form, We do not use it to identify You as an individual.
We may use cookies for various purposes such as:

- to provide You with better and more customised service and a more effective website.
- collecting anonymous statistical information on things such as how many visitors Our sites receive, how those visitors use the sites and where they came from.
- If You wish, You can configure Your browser so it does not accept cookies, but this may affect the functionality of the website.

Use of Information

We use the personal information We collect for the purposes of providing our products and services. This includes, for example, providing quotations and issuing policies. . We also use that information to administer Your policy, to process any claims You may have and to enhance Our relationship with You. In addition, We may use the information to provide You with updates of Our products and services, and products and services provided by affiliated companies.

Disclosure to Other Parties

The personal information that We collect from You may be disclosed to other parties which are involved with the provision of Our products and services to You. Such parties include the insurance administrator and underwriter.
Personal information may also be provided to Our affiliated companies to enable them to offer related products and services directly to You.
We will also disclose Your personal information where the disclosure is required or authorised by or under law. As an example, We may disclose information to government agencies.
Any third parties We provide information to, can use or disclose personal information provided to them, only for the specific purpose for which it was provided.

Access to and correction of Personal Information

You can request access to the personal information We hold about You. Access will not be denied unless there are exceptional circumstances as allowed for under the Privacy Act. For example, where We are involved in legal proceedings or where the request is frivolous. We may charge a fee for access and if We do, We will advise You of the fee prior to proceeding with the request.

If you consider Your personal information is incorrect you also have the right to request it be corrected.

Accuracy of Information

We will take reasonable measures to ensure that the personal information We hold about You is accurate and up to date. If You believe Your personal information is not accurate and up to date, please inform Us. We will promptly update any information that is incorrect.

Information Security

We will take reasonable precautions to ensure that the personal information that We have about You is protected against any unlawful use or access and is kept safe and secure.

While We undertake reasonable steps to protect Your personal information, no guarantee can be given that information sent over the internet is always 100% secure. Sending and receiving information over the internet is at the user's own risk, however We will take all reasonable steps to ensure Your data security once We receive it.

For Enquiries Relating To Privacy	Please Contact
Contact Our Privacy Officer at Agile by Email	privacy@withagile.com
Contact Our Privacy Officer at Agile by Phone	+64 9 888 4512
Contact Our Privacy Officer at Agile by Mail by writing to	Privacy Officer, Agile Underwriting Services Pty Ltd Suite 1, Level 6, 171 Clarence Street, SYDNEY, NSW, 2000

PART B – POLICY WORDING

Subject to the terms, conditions, limitations and exclusions in this Policy:

1. Insuring Clauses

Liability Insuring Clauses

1.1 Privacy and Security Liability

The **Insurer** shall pay, on behalf of the **Insured**, **Loss** resulting from a **Claim** first made during the **Reporting Period**, for a **Privacy and Security Act**.

1.2 Media Liability

The **Insurer** shall pay, on behalf of the **Insured**, **Loss** resulting from a **Claim** first made during the **Reporting Period**, for a **Media Act**.

1.3 Regulatory Proceedings

The **Insurer** shall pay, on behalf of the **Insured**, **Defence Costs** and **Regulatory Fines and Penalties** resulting from a **Regulatory Proceeding**, first commenced during the **Reporting Period**, for a **Privacy and Security Act**.

Breach Response Insuring Clauses

1.4 Privacy Breach Notification

The **Insurer** shall reimburse, or pay on behalf of, the **Insured** for **Privacy Breach Notification Costs** resulting from an actual or suspected **Privacy Breach** that is **Discovered** during the **Reporting Period**.

1.5 Computer and Legal Experts

The **Insurer** shall reimburse, or pay on behalf of, the **Insured** for **Computer and Legal Experts' Costs** resulting from an actual or suspected:

a) **Privacy Breach**;

b) **Security Breach**; or

c) **Cyber Extortion Threat**,

that is **Discovered** during the **Reporting Period**.

1.6 Public Relations

The **Insurer** shall reimburse, or pay on behalf of, the **Insured** for **Public Relations Expenses**, resulting from a **Privacy and Security Act** that is **Discovered** during the **Reporting Period**.

1.7 Data Restoration

The **Insurer** shall reimburse, or pay on behalf of, the **Insured** for **Data Restoration Costs**, directly resulting from a **Security Breach** that is **Discovered** during the **Policy Period**.

1.8 Cyber Extortion

The **Insurer** shall reimburse, or pay on behalf of, the **Insured Organisation** for **Cyber Extortion Expenses**, resulting from a **Cyber Extortion Threat** that is **Discovered** during the **Policy Period**.

1.9 Security Improvement Costs

The **Insurer** shall reimburse the **Insured** for **Security Improvement Costs** following a **Security Breach** that is **Discovered** during the **Policy Period**.

1.10 Rewards

The **Insurer** shall reimburse the **Insured** for **Rewards Expenses** following a covered **First Party Event** that is **Discovered** during the **Policy Period**.

Cyber Crime Insuring Clauses

1.11 Computer Fraud

The **Insurer** shall reimburse the **Insured Organisation** for its direct loss of **Money**, **Securities**, or **Other Property**, directly caused by **Computer Fraud** that is **Discovered** during the **Policy Period**.

1.12 Funds Transfer Fraud

A. Social Engineering Fraud

The **Insurer** shall reimburse the **Insured Organisation** for its direct loss of **Money**, or **Securities** directly caused by **Social Engineering Fraud** that is **Discovered** during the **Policy Period**.

B. Fraudulent Impersonation

The **Insurer** shall reimburse the **Insured Organisation** for its direct loss of **Money** or **Securities**, directly caused by **Fraudulent Impersonation** that is **Discovered** during the **Policy Period**.

C. Invoice Manipulation Fraud

The **Insurer** shall reimburse the **Insured Organisation** for **Invoice Manipulation Fraud Loss** resulting from a **Security Breach** that is **Discovered** during the **Policy Period**.

D. Vendor Payment Fraud

The **Insurer** shall reimburse the **Insured Organisation** for **Vendor Payment Fraud Loss** resulting from a **Security Breach** that is **Discovered** during the **Policy Period**.

1.13 Telecom Fraud and Cryptojacking

The **Insurer** shall reimburse the **Insured Organisation** for its:

a) **Telecom Charges** caused by **Telecom Fraud**; and

b) **Cryptojacking Charges** caused by **Cryptojacking Fraud**,

that is **Discovered** during the **Policy Period**.

Business Loss Insuring Clauses

1.14 Business Interruption

The **Insurer** shall pay the **Insured Organisation** for its **Business Interruption Loss** directly caused by any of the following, if **Discovered** during the **Policy Period**:

a) a **Security Breach** that results in a total or partial interruption of a **Computer System**;

b) a **System Failure**; or

c) the voluntary shutdown of a **Computer System** by the Insured if necessary to minimise or prevent further **Loss** caused by a **Security Breach**, **Privacy Breach** or **Cyber Extortion Threat** in progress.

1.15 Reputation Harm

The Insurer shall pay the **Insured Organisation** for its **Reputation Harm Loss** caused by an **Adverse Media Report** or **Notification** that first occurs during, or within 60 days after, the **Policy Period** resulting from a **Privacy Breach**, **Security Breach** or **Cyber Extortion Threat** that is **Discovered** during the **Policy Period**.

1.16 Dependent Business Interruption – IT Provider

The **Insurer** shall pay the **Insured Organisation** for its **Business Interruption Loss** directly caused by an **IT Provider Breach, IT Provider System Failure or IT Provider Voluntary Shutdown** that is **Discovered** during the **Policy Period**.

1.17 Dependent Business Interruption – Non-IT Provider

The **Insurer** shall pay the **Insured Organisation** for its **Business Interruption Loss** directly caused by a **Non-IT Provider Breach or Non-IT Provider Voluntary Shutdown** that is **Discovered** during the **Policy Period**.

Additional Benefits

1.18 Initial Breach Response Excess Waiver

No Excess will apply to **Computer and Legal Experts Costs** that are incurred under Insuring Clause 1.5 within the first 48 hours following discovery of the actual or suspected **Privacy Breach**, **Security Breach**, or **Cyber Extortion Threat**.

1.19 Bodily Injury

The **Insurer** shall pay, on behalf of the **Insured**, **Loss** resulting from a **Bodily Injury Claim** first made during the **Reporting Period**, for a **Privacy and Security Act** or a **Media Act**.

1.20 First Party Property Damage

The **Insurer** shall pay the **Insured Organisation** for its direct physical loss of, or damage to, **Covered Property**, caused by a **Security Breach** that is **Discovered** during the **Policy Period**.

1.21 Goodwill Coupons

a) The **Insurer** shall reimburse the **Insured** for **Goodwill Coupons**:

1. issued in response an actual or suspected **Privacy Breach**; and
2. likely to mitigate a **Claim** by a natural person impacted by such **Privacy Breach**; and
3. issued with the prior written consent of the **Insurer**.

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1.22 Automatic and Optional Extended Reporting and Discovery Periods

a) The **Automatic ERP** applies without additional premium.

b) Effective upon the date of expiration or cancellation of the policy for any reason other than nonpayment of premium, the policyholder Insured will have the right to purchase an **Optional ERP** of one, two, or three years, if:

1. the **Insurer** receives written notice of such election no later than 60 days after cancelation or nonrenewal; and
2. the additional premium for the **Optional ERP** is paid when due.

c) **Claims** or **Circumstances** resulting from **Wrongful Acts** that occur prior to cancelation or nonrenewal can be made and reported to the **Insurer** during the applicable **Automatic ERP** or **Optional ERP**. Such **Claim** or **Circumstance** is deemed reported on the last day of the **Policy Period**.

d) For Insuring Clauses 1.5 (Computer and Legal Experts), 1.4 (Privacy Breach Notification), and 1.6 (Public Relations), **First Party Loss** that results from a **First Party Event** occurring prior to cancelation or nonrenewal can be **Discovered** during the applicable **Automatic ERP** or **Optional ERP**. Such **First Party Event** is deemed **Discovered** on the last day of the **Policy Period**.

e) The most the **Insurer** will pay for **Loss** resulting from **Claims** first made, or **First Party Events Discovered**, during the **Automatic ERP** and **Optional ERP**, combined, is the remaining portion of the applicable **Limit** shown on the Schedule as of the effective date of cancelation or nonrenewal.

f) The premium due for the **Optional ERP** is shown below. Such premium is fully earned at the start of the **Optional ERP**.

1. One year, seventy-five percent (75%) of the policy annual premium;
2. Two years, one hundred percent (100%) of the policy annual premium;
3. Three years, one hundred twenty-five percent (125%) of the policy annual premium.

1.23 Artificial Intelligence

With respect to any **Security Breach** or, under Insuring Clauses 1.11 to. 1.13 (Cyber Crime), any fraudulent instruction or entry or change of data, no coverage under this Policy will be excluded solely because such **Security Breach**, fraudulent instruction, or entry or change of data is made or facilitated through the use of artificial intelligence, deepfake, or similar technology.

2. Exclusions

2.1 Criminal or Deliberate Acts

The **Insurer** shall not be liable to make payment for **Loss** arising from, based upon, attributable to, or as a consequence of any criminal, dishonest, fraudulent or malicious act or omission, or any known violation of rights or laws, committed:

a) by any director or executive officer of the **Insured Organisation**;

b) by any partner of the **Insured Organisation** if the **Insured Organisation** is a partnership;

c) by any joint-venture partner of the **Insured Organisation** if the **Insured Organisation** is a joint venture; or

d) with the consent or knowledge of the **Insured Organisation**.

This exclusion shall not apply unless it is established through judgment, adjudication, or formal written admission by the **Insured** that the relevant conduct occurred. The **Insurer** shall pay **Defence Costs** in accordance with the policy, until such time as the dishonest or fraudulent act or omission has been established by such judgment, adjudication, or formal admission.

2.2 Pollution

The **Insurer** shall not be liable to make payment for **Loss** arising from, based upon, attributable to, or as a consequence of any liability arising from:

a) the actual, alleged, or threatened generation, transportation, discharge, emission, dispersal, release, escape, treatment, storage, or disposal of **Pollutants**; or

b) any requirement or governmental regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise **Pollutants** or any action taken in contemplation or anticipation of any such regulation, order, direction or request, or any voluntary decision to do so.

2.3 Property Damage

The **Insurer** shall not be liable to make payment for **Loss** under Insuring Clauses 1.1 to 1.3 (Liability) or 1.4 to 1.10 (Breach Response), arising from, based upon, attributable to, or as a consequence of damage to, or destruction of, loss of, or loss of use of, any tangible property.

The **Insurer** shall not be liable to make payment for **Loss** under Insuring Clauses 1.11 to 1.13 (Cyber Crime) or 1.14 to 1.17 (Business Loss), for the damage to, or destruction of, loss of, or loss of use of, any tangible property.
This exclusion shall not apply to:

a) **Business Interruption Loss** resulting from the loss of use of a **Computer System**; or

b) Additional Benefit 1.20 (First Party Property Damage).

2.4 Unsolicited Communication

The **Insurer** will not be liable to make payment for **Loss** arising out of any actual or alleged violation of any law that restricts or prohibits unsolicited communications. This does not apply to a **Security Breach** under Insuring Clauses 1.4 to 1.10 (Breach Response).

2.5 Infrastructure

The **Insurer** will not be liable to make payment for **Loss** arising from, based upon, attributable to, or as a consequence of the failure or interruption of any:

a) satellite;

b) electrical or mechanical systems;

c) electric, gas, water, or other utility;

d) cable, telecommunications, or Internet service provider; or

e) other infrastructure,

except when such is under the **Insured's** control.

2.6 War

The **Insurer** will not be liable to make payment for **Loss**:

a) directly or indirectly arising from a **War**;

b) arising from a **Cyber Operation** that is carried out as part of a **War**, or the immediate preparation for a **War**; or

c) arising from a **Cyber Operation** that causes a **State** to become an **Impacted State**.

Paragraph (c) shall not apply to the direct or indirect effect of a **Cyber Operation** on a **Computer System** or the computer system of an **IT Provider** that is not physically located in an **Impacted State** but is affected by a **Cyber Operation**.

2.7 Bodily Injury

The **Insurer** shall not be liable to make payment for **Loss** resulting from a **Claim** for any actual or alleged bodily injury, sickness, disease, or death, provided that this exclusion will not apply to:

a) that portion of any **Claim** seeking **Loss** for emotional distress, mental anguish, humiliation or loss of reputation; or

b) Additional Benefit 1.19 (Bodily Injury).

2.8 Assumed Liability

The **Insurer** shall not be liable to make payment for **Loss** arising from, based upon, attributable to, or as a consequence of, any liability assumed by an **Insured** under any contract or agreement,

whether oral or written.

This exclusion shall not apply to:

a) the extent that the **Insured** would have been liable in the absence of such contract or agreement;

b) a **Claim** for **Payment Card Contract Penalties**; or

c) any privacy or confidentiality obligation that the **Insured** has agreed to under a **Privacy Policy** or nondisclosure agreement.

2.9 Controlling Interest

The **Insurer** shall not be liable to make payment for **Loss** for any **Claim** by, or on behalf of, or in the name or right of:

a) any **Insured Organisation**; or

b) any organisation that at the time the **Wrongful Act** is committed, or the date the **Claim** is first made, is owned, operated, or controlled by any **Insured**, or which any **Insured** owns, operates, or controls.

2.10 Ownership Rights

The **Insurer** shall not be liable to make payment for **Loss**, for a **Claim** by, or on behalf of, any independent contractor, joint venture, or venture partner arising from, based upon, attributable to, or as a consequence of, any dispute over ownership rights in any **Covered Material**.

2.11 Intellectual Property

The **Insurer** shall not be liable to make payment for **Loss** for any **Claim** arising from, based upon, attributable to, or as a consequence of, the **Insured's** misappropriation, infringement, or violation of copyrighted software, patent, or trade secret.

2.12 Prior Circumstances

The **Insurer** shall not be liable to make payment for **Loss** for any **Claim** arising from, based upon, attributable to, or as a consequence of, any **Circumstance** of which an **Authorised Person** was, or ought reasonably to have been, aware at the inception date (whether or not notified under any similar insurance in force prior to this Policy, or which this is a renewal or replacement or succeeds in time).

2.13 United States of America

The **Insurer** shall not be liable to make payment for **Loss** for any **Claim**:

a) made or brought in, or under the laws of, the United States of America, its territories or possessions; or

b) arising from, based upon, or attributable to, any loss or damage sustained, or alleged to have been sustained, in the United States of America, its territories or possessions.

2.14 Cyber Crime

Insuring Clauses 1.11 to 1.13 (Cyber Crime) will not apply to loss resulting from the use or purported use of credit, debit, charge, access, convenience, or identification cards.

2.15 Physical Peril

The **Insurer** shall not be liable to make payment for **Loss** based upon, attributable to, or as a consequence of, any fire, smoke, explosion, lightning, wind, rain, hail, water, earthquake, earth movement, earth sinking, mudslide, landslide, erosion, volcanic eruption, collapse, wear and tear, rust, corrosion, deterioration, magnetic or electromagnetic fields, extremes of temperature or humidity, or any similar physical event or peril.

2.16 Unlawful Collection

The **Insurer** shall not be liable to make payment for **Loss** arising from, based upon, attributable to, or as a consequence of the collection of **Confidential Data** in violation of law, provided this exclusion will not apply to **Defence Costs.**

2.17 Employment

The **Insurer** shall not be liable to make payment for **Loss** under Additional Benefit 1.19 (Bodily Injury) arising out of:

a) employment-based discrimination, harassment, wrongful termination, or other employment practices related acts; or

b) any breach of any employers' liability, workers' compensation, or similar law.

3. Limit of Insurance

3.1 Aggregate Limit

The most the **Insurer** will pay for all **Loss** is the Aggregate Limit shown on the Schedule.

3.2 Insuring Clause Limit of Insurance

Except for Insuring Clauses 1.11 to 1.13 (Cyber Crime), the most the **Insurer** will pay for all **Loss** under any Insuring Clause is the applicable Limit shown on the Schedule, provided:

a) The most the Insurer will pay for all Accounting Costs is the Accounting Costs Limit shown in the Schedule, which is within and will reduce the Limit for the applicable Insuring Clause 1.14 to 1.17 (Business Loss).

b) Any advanced payments for **Business Interruption Loss** pursuant to section 5.11, is within and will reduce the Limit for the applicable Insuring Clause 1.14 to 1.17 (Business Loss).

c) If a Security Improvement Costs Co-participation percentage is shown in the Schedule, such percentage of **Security Improvement Costs** will be paid by the **Insured**. The **Insurer** will pay the remaining **Security Improvement Costs**, up to the Security Improvement Costs Limit shown in the Schedule.

3.3 Cyber Crime Limit of Insurance

For Insuring Clauses 1.11 to 1.13 (Cyber Crime), the most the **Insurer** will pay for **Loss** resulting from any single **First Party Event**, as determined by Condition 5.7, is the applicable Limit shown in the Schedule.

3.4 Additional Insureds

The most the **Insurer** will pay for all **Loss** with respect to an **Additional Insured** is the limit agreed to in the agreement between such **Additional Insured** and the **Insured Organisation**, or the applicable Limit shown in the Schedule, whichever is less.

4. Excess

4.1 Excess

The **Insurer** is liable under this Policy only for that part of any **Loss** arising from each **Claim** or **First Party Event** which exceeds the excess specified in the Schedule. The applicable Limit shown in the Schedule applies over and above any excess specified in the Schedule.

The excess specified in the Schedule does not apply to Insuring Clauses 1.10 (Rewards), 1.14 (Business Interruption), 1.15 (Reputational Harm), 1.16 (Dependent Business Interruption – IT Providers), or 1.17 (Dependent Business Interruption – Non-IT Providers), or Additional Benefits 1.18 (Initial Breach Response Excess Waiver).

If more than one excess shall apply to:

a) a **Claim**;

b) a **First Party Event**; or

c) **Claims** and **First Party Events** that share a common nexus, set of facts, circumstance, situation, event, or decision,

the **Insured** shall not pay more than the amount of the largest applicable excess.

The **Insurer**, at its sole discretion, may pay all or part of the excess amount on behalf of any **Insured**, and in such event, the **Insured** agrees to repay the **Insurer** any amounts so paid.

5. Claims Conditions

5.1 Allocation

With respect to **Loss** that involves covered matters and matters not covered or covered parties and parties not covered under this Policy, the **Insured** and the **Insurer** agree to use their best efforts to determine a fair and proper allocation of the **Loss** and joint settlement amounts as between the **Insured Organisation** and any **Insured Person** based on the relative legal and financial exposures and based upon established judicial principles.

5.2 Claim, First Party Event, or Circumstance Notification

If, during the **Policy Period**, an **Authorised Person** becomes aware of any **Claim** or **Circumstance**, or **Discovers** a **First Party Event**, the **Insured** shall give notice to the **Insurer** as soon as practicable and in any event within 30 days following the expiry date.

The **Insurer** agrees that any such **Circumstance** notified to them during the **Policy Period** (or within 30 days following the expiry date) which subsequently gives rise to a **Claim** after the expiry date is deemed a **Claim** first made during the **Policy Period**.

Notification is deemed to have been made to the **Insurer** if made to Bond and Specialty Claims at Travelers Insurance Company Limited at the address on page 25 of this Policy.

5.3 Discharge of Liability

In connection with any **Claim** under this Policy, the **Insurer** may pay the **Insured**:

a) the remaining Aggregate Limit less any sums already paid; or

b) any lesser sum (after deduction of the excess) for which such **Claim** can be settled,

and upon such payment, the **Insurer** shall not be under any further liability for such **Claim**, except for **Defence Costs** incurred prior to such payment, but only up to the applicable Limit shown in the Schedule.

5.4 Territory and Financial Interest Coverage

This Policy applies anywhere in the world, but it does not apply to **Loss** incurred by an **Insured** residing or domiciled in a country or jurisdiction in which the **Insurer** is not licensed to provide this insurance, to the extent that providing this insurance would violate any applicable foreign law or regulation ("Foreign Loss").

If an **Insured Organisation** incurs Foreign Loss, the **Insurer** will reimburse the first named **Insured** for such Foreign Loss because of the first named **Insured's** financial interest in such **Insured Organisation**.

If an **Insured Person** incurs Foreign Loss not indemnified by an **Insured Organisation**, such Foreign Loss will be paid in a country or jurisdiction mutually acceptable to such **Insured Person** and the **Insurer**, to the extent that doing so would not violate any applicable foreign law or regulation.

5.5 Insurer's Consent

The **Insured** must obtain the **Insurer's** written consent, which shall not be unreasonably withheld or delayed, before any:

a) admission of liability is made;

b) consent to judgment is given;

c) **Defence Costs** are incurred;

d) legal representative is retained to defend any **Insured** or any steps taken in connection with any **Claim** or other legal proceedings that may potentially be covered by this Policy, unless required to do so pursuant to the law applicable to such **Claim** or other legal proceedings; or

e) **Claim** is settled.

5.6 Senior Counsel

If the **Insured** and the **Insurer** cannot agree on a common course of action with regard to the contesting of any legal proceedings, the dispute shall be resolved by reference to a Senior Counsel whose decision shall be binding.

In the event of disagreement regarding the appointment of Senior Counsel, the Senior Counsel shall be appointed by the President for the time being of the New Zealand or relevant State Bar Association.

The **Insurer** or the **Insured** shall only be required to contest legal proceedings where the Senior Counsel shall advise that there are reasonable prospects of successfully defending the proceedings or limiting the exposure of the **Insured** to legal liability.

The costs of appointing the Senior Counsel shall be equally split between and paid for by the **Insurer** and the **Insured**.

5.7 Single Claims and Single First Party Events

Where two or more **Claims** (whether made against, or involving one or more persons or entities comprising the **Insured**, whether made by the same or different claimants, whether in the same or different jurisdictions, whether falling under one or more Insuring Clauses or Additional Benefits of this Policy, and whether notified separately or in a consolidated notification to the **Insurer**), or two or more **First Party Events** arise directly or indirectly from, or are attributable to:

a) the same originating cause, source or event;

b) one act or omission;

c) the same or similar acts or omissions; or

d) acts or omissions in respect of one matter or transaction or in respect of a series of matters or transactions,

they will be considered a single **Claim** or **First Party Event**, whichever is applicable, and such:

a) **Claim** is deemed to have been made at the time the first of such **Claims** was made; and

b) **First Party Event** is deemed to have occurred at the time of the first of such **First Party Events**, whether prior to or during the **Policy Period**.

Any **First Party Event** that was reported and covered under this Policy is deemed to be notice of a **Circumstance**. Any **Claim** arising out of such **Circumstance** will be deemed made and reported on the date that notice of such **First Party Event** was reported to the **Insurer** pursuant to Section 5.2.

5.8 Conduct of Claim

The **Insured**, against whom a **Claim** is made, shall take all reasonable steps to defend such **Claim**, and not to do anything to prejudice the position of the **Insurer**.

The **Insurer** shall have the right but not be obliged to defend any **Claim** made against any **Insured**, but with respect to any such **Claim** being defended by the **Insured** that may potentially be covered by this Policy, shall have the right to be provided with all information concerning such **Claim** as the **Insurer** shall reasonably require, and kept fully informed of all matters relating to or concerning the investigation, defence, or settlement of such **Claim**, and shall have the right to receive copies of all relevant documentation relating thereto.

If the **Insured** does not agree with any proposals by the **Insurer** to settle any **Claim**, then the **Insurer's** liability for such **Claim** shall be limited (subject always to the **Aggregate Limit**) to the amount for which in the **Insurer's** reasonable opinion the **Claim** could have been settled at the date at which the **Insurer** proposed it should be settled, and the **Insurer's** liability shall be limited to the amount incurred up to that date.

Following notification of a **Claim** or **Circumstance**, the **Insured** shall give to the **Insurer** all information and assistance as the **Insurer** may reasonably require, and shall cooperate with the **Insurer**, and any representative appointed by the **Insurer**, by:

a) providing information, signed statements or, depositions as may be required in the defence or investigation of any **Claim**, **Circumstance**, or issue relating to policy response;

b) ensuring payment on demand of the excess in conjunction with the terms of any settlement (including any payment into court) agreed to by the **Insurer**;

c) promptly and fully informing the **Insurer** of all developments of which the **Insured** becomes aware concerning any reported **Claim** or **Circumstance**;

d) continuing to provide information, assistance and signed statements as may reasonably be required to permit the **Insurer** to exercise rights of subrogation; and

e) agreeing to the appointment of legal representation chosen by the **Insurer**.

The **Insured** must co-operate with the **Insurer** in the investigation and settlement of any **First Party Event**.

5.9 Defence Costs

Any payments of **Defence Costs** to or on behalf of an **Insured** which have been made by the **Insurer** shall be repaid to the **Insurer** by the **Insured** to whom such payments related in the event it is established such **Insured** had no entitlement to payment of **Loss** under the terms and conditions of this policy.

5.10 Proof of Loss

Only with respect to the **First Party Insuring Clauses**, the **Insured** must provide the **Insurer** with a detailed proof of loss statement as soon as practicable and, in any event within 6 months of the **First Party Event**.

5.11 Advancement of Business Interruption Loss

a) Under Insuring Clauses 1.14 to 1.17 (Business Loss), the **Insured** may request advance payments of **Business Interruption Loss** prior to the final settlement of the **Claim**. The **Insured** must support the request by providing sufficient evidence to allow an estimate of the **Claim**. Upon receipt of such request and supporting evidence, the **Insurer** may make an interim payment to the **Insured** pursuant to Insuring Clauses 1.14 to 1.17 (Business Loss).

b) If actual **Business Interruption Loss** is less than the advanced payments, the **Insured** will repay the Insurer the amount of advanced payments that exceeds that **Business Interruption Loss**.

6. General Conditions

6.1 Applicable Law

This Policy and any dispute, claim, or difference concerning this Policy (including its validity and application) is governed exclusively by and construed in accordance with the laws of New Zealand, whose courts shall have exclusive jurisdiction except where there is a reference to arbitration as provided for in General Condition 6.2 (Arbitration).

6.2 Arbitration

Any dispute, claim, or difference between the **Insurer** and the **Insured** as to the correct interpretation of this Policy shall be referred by either party to a single arbitrator in accordance with the *Arbitration Act 1996* or equivalent legislation, to be chosen by agreement or, in default, to be appointed by the President of the Arbitrators' and Mediators' Institute of New Zealand, whose decision shall be binding on both parties.

6.3 Assignment

This Policy may not be assigned or transferred, and any attempted assignment or transfer is void and without effect unless the **Insurer** has provided its prior written consent to such assignment or transfer.

6.4 Cancellation

This Policy may not be cancelled by any party, except by the **Insurer** for failure to pay the premium, in which case 30 days written notice shall be given to the **Insured** or the representative responsible for placing this coverage with the **Insurer**. Unless payment in full is received before the expiration of the 30 days written notice period, cancellation shall be effective from the inception date with *Contracts of Insurance Act 2024*. This Policy shall terminate at the expiry of the **Policy Period** as stated in the Schedule.

6.5 Currency

All amounts under this Policy are expressed and payable in the currency in which the premium has been paid. If judgment is rendered, settlement is denominated, or any other element of **Loss** under this Policy is stated in any other currency, payment shall be made at the spot exchange rate published by the Reserve Bank of New Zealand on the date the payment of **Loss** is due.

6.6 Innocent Misrepresentation and Non-Disclosure

With respect to any misrepresentation or nondisclosure by any **Insured**, the **Insurer** waives its right to avoid or rescind this Policy in whole or in part; provided:

a) such non-disclosure or misrepresentation was innocent and free from any fraudulent conduct or intent to deceive;

b) the **Insurer** shall be entitled to amend the terms, conditions, and premium for this Policy upon review of any information previously misrepresented or not disclosed to the **Insurer**; and

c) the **Insurer** is entitled to determine the effective date of any amendments in consequence of the exercising of their rights under this General Condition

6.7 Joint Insureds

The **Insured Organisation** as stated in the Schedule is the agent on behalf of all **Insureds** for all purposes in connection with this Policy.

6.8 Liquidation and Change of Control

If, during the **Policy Period** the first named **Insured** is placed into liquidation or administration, or a **Change of Control** occurs, then cover provided under:

a) Insuring Clauses 1.1 to 1.3 (Liability) and 1.4 to 1.10 (Breach Response), will continue in full force and effect with respect to any **Wrongful Acts** or **First Party Events** occurring before such event; and

b) Insuring Clauses 1.11 to 1.13 (Cyber Crime) and 1.14 to 1.17 (Business Loss), and Additional Benefit 1.20 (First Party Property Damage), shall cease with immediate effect.

For the purposes of this General Condition, voluntary liquidation or administration shall be treated as having occurred on the date upon which that entity passes a resolution for voluntary liquidation or administration. Compulsory liquidation or administration shall be treated as having occurred on the date upon a petition for the compulsory liquidation or administration of that entity is presented to the relevant authorities.

6.9 No Warranties or Conditions Precedent

No term in this policy, including where expressed as a warranty or condition precedent, is deemed a warranty or condition precedent such as to automatically discharge the **Insurer** from any liability upon its breach. The **Insurer** shall enforce any term that would otherwise be deemed a warranty or condition precedent as a policy condition only.

6.10 Other Insurance

In respect of:

a) Insuring Clauses 1.4 to 1.10 (Breach Response), 1.14 to 1.17 (Business Loss), Additional Benefit 1.20 (First Party Property Damage), this Policy will apply as primary insurance;

b) Insuring Clauses 1.1 to 1.3 (Liability), 1.11 to 1.13 (Cyber Crime), Additional Benefit 1.20 (First Party Property Damage) this Policy will apply only as excess of any other valid and collectible purchased insurance to the extent permitted by law.

6.11 Sanctions

This Policy shall not be deemed to provide cover, nor shall the **Insurer** have any liability to pay any **Loss**, or provide any benefit hereunder to the extent that the provision of such cover, payment of such **Loss**, or provision of such benefit would expose the **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, United States of America, Australia or New Zealand.

6.12 Subrogation and Recoveries

The **Insurer** shall be subrogated to all the **Insured's** rights of recovery, contribution, or indemnity against any natural person or entity before or after any payments under this Policy. The **Insured** shall do whatever is necessary to secure such rights and shall do nothing to prejudice such rights.

However, the **Insurer's** right to subrogation will not apply if the **Insured**, prior to the date of a **Wrongful Act** or **First Party Event**, has waived its rights of recovery.

All recoveries from third parties shall be applied, after first deducting the costs and expenses incurred in obtaining such recovery, in the following order of priority:

a) first, to the **Insured** to reimburse the amount it has paid which would have been paid hereunder but for the fact that it is in excess of the applicable Limit shown in the Schedule;

b) second, to the **Insurer** to reimburse the amount paid hereunder; and

c) third, to the **Insured** in satisfaction of any applicable excess.

Provided, recoveries do not include any recovery from insurance, suretyship, reinsurance, security or indemnity taken for the **Insured's** benefit.

6.13 Subsidiaries

If, during the **Policy Period** the **Insured Organisation** acquires or creates a **Subsidiary**, then automatic cover shall apply to the newly acquired or created **Subsidiary** and to all persons that would fall within the policy definition of an **Insured Person** of the newly acquired or created **Subsidiary** for any **Wrongful Act** committed or taking place, or for any **First Party Event** occurring, after the effective date of such acquisition or creation; provided, such **Subsidiary**:

a) does not increase the **Insured's** total consolidated assets as stated in its last published annual report and accounts by more than 50%;

b) does not have any **Securities** listed on any stock exchange; and

c) is not a financial institution.

If any acquisition or creation breaches one or more of the criteria listed in (a), (b), or (c), then the **Insurer** shall automatically provide coverage for a period of 60 days after the date of acquisition or creation of such **Subsidiary** or the end of the **Policy Period**, whichever is the sooner.

The **Insurer** shall only provide cover for:

a) **First Party Loss** that is **Discovered**; or

b) a **Claim** against any **Subsidiary**, or any **Insured Person** of any **Subsidiary**, for any **Wrongful Act** committed or taking place,

whilst such entity is or was a **Subsidiary** of the **Insured Organisation**.

6.14 Ownership of Property; Interest Covered

The property covered under Insuring Clauses 1.11 to 1.13 (Cyber Crime) is limited to property:

a) that the **Insured Organisation** owns or leases, or holds for others; or

b) for which the **Insured Organisation** is legally liable, except for property located inside the **Insured Organisation's** client's premises or such client's financial institution premises.

6.15 Valuation

The following valuations apply to the **First Party Insuring Clauses**:

a) **Securities** and **Money**, other than **Virtual Currency**, is valued at the close of business on the date of payment of **Loss**, determined by the value published in the website of the Reserve Bank of New Zealand, or the actual cost of replacing the **Securities**, whichever is less;

b) **Virtual Currency** is valued in the currency for which premium is paid on the date of payment of **Loss** as determined at the rate of exchange agreed between the **Insurer** and **Insured**; and

c) **Other Property** is valued for the lessor of the actual cash value of the **Other Property** on the date the **First Party Event** was **Discovered**, or the cost to replace such **Other Property** with comparable property, but only after such property is actually replaced.

7. Definitions

In this **Policy**, the following terms will have the following meanings:

7.1 Accounting Costs

means the reasonable fees or costs incurred by the **Insured** for forensic accounting services recommended and provided by an **Approved Provider** to calculate **Business Interruption Loss**, even if such calculation shows there has been no **Business Interruption Loss**.

7.2 Additional Insured

means a person or entity, not otherwise an **Insured**, with whom the **Insured Organisation** has entered into a written agreement to include as an **Insured**, but only for **Wrongful Acts**:

a) by, or on behalf of, the **Insured Organisation** under such agreement; and
b) that occur after the **Insured Organisation** has executed such agreement.

7.3 Adverse Media Report

means any communication of an actual or potential **Privacy Breach** or **Security Breach** by a media outlet. Multiple **Adverse Media Reports** regarding the same **Privacy Breach** or **Security Breach** shall be deemed one **Adverse Media Report**.

7.4 Approved Provider

means a service provider approved by the **Insurer** in writing to the **Insured**.

7.5 Authorised Person

means any person while the **Insured's**:

a) chief executive officer;
b) chief financial officer;
c) chief information security officer;
d) head of IT;
e) risk manager;
f) in-house general counsel; or
g) the functional equivalent of (a) through (f).

7.6 Automatic ERP

means an extended reporting period starting on the effective date this Policy is canceled or not renewed and ending upon the earlier of:

a) purchase and payment of the **Optional ERP**;
b) the effective date similar coverage is purchased by the **Insured**, even if such insurance does not provide coverage for loss sustained prior to its effective date; or
c) 60 days from the effective date this Policy is canceled or not renewed.

7.7 Bodily Injury Claim

means a **Claim** for bodily injury.

7.8 Bricked Equipment

means any inoperable computer, input, output, processing, storage, or communication device owned by, leased to, licensed to, or under the direct operational control of, the **Insured Organisation**, or an **Insured Person**, while authorised by, and transacting business on behalf of, the **Insured Organisation**.

7.9 Business Interruption Loss

means the:

a) the net income (net profit or loss before income taxes) as determined by an **Approved Provider** which the **Insured** would have earned in the event that no **First Party Event** occurred; and

b) the additional expenditure necessarily and reasonably incurred by the **Insured** to enable the resumption and maintenance of their normal business operations for the sole purpose of avoiding or diminishing the reduction in net income which but for that expenditure would have otherwise occurred as a result of the **First Party Event**; and

c) **Extra Expense and Bricking** incurred or paid by the **Insured Organisation** during the **Period of Restoration**; and

d) **Accounting Costs**, if the **Insured Organisation's** business operations are interrupted beyond the **Wait Period**.

Adjustment shall be made to subparagraph (a) as may be necessary to account for the trend of the **Insured Organisation's** business and for variations or other special circumstances affecting the **Insured Organisation**, either before, during, or after the **Period of Restoration** or **Period of Indemnity**, as applicable, so that the figure thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the **First Party Event**, would have been obtained for the period after the **First Party Event**.

Business Interruption Loss does not include:

1. contractual penalties; or
2. costs incurred to replace or improve a **Computer System** to a level of functionality beyond what existed prior to the **First Party Event**, provided this shall not apply to **Extra Expense and Bricking**; or
3. costs incurred to identify or remediate computer system errors or vulnerabilities; or
4. interest or investment income; or
5. loss due to unfavourable business conditions not related to the **First Party Event**; or
6. loss arising out of harm to the **Insured Organisation's** reputation.

7.10 Change of Control

means the:

a) acquisition of the **Insured** (or more than 50% of its total consolidated assets as stated in its last published annual report and accounts) by another entity, or the merger or consolidation of the **Insured** into or with another entity, such that the **Insured** is not the surviving entity; or

b) obtaining by any person, entity, or affiliated group of persons or entities the right to elect, appoint, or designate more than fifty percent (50%) of, or to exercise a majority control of, the board of directors, board of trustees, board of managers, or functional equivalent thereof, of the **Insured**.

7.11 Circumstance

means an incident, occurrence, fact, matter, act, or omission, which, regardless of Section 4 Excess, may give rise to a **Claim**.

7.12 Claim

means:

a) a written demand for monetary damages or non-monetary relief;

b) a civil mediation or arbitration proceeding (including any counter-claim seeking compensation, or other legal remedy) commenced by service of a complaint or similar proceeding;

c) the receipt of a formal notice of a criminal proceeding or the filing of charges; or

d) for Insuring Clause 1.3 (Regulatory Proceedings) only a **Regulatory Proceeding**,

made or brought against the **Insured**, for a **Wrongful Act**.

7.13 Client

means a person or entity to whom the **Insured Organisation** provides goods or services.

7.14 Computer and Legal Expert Costs

means the reasonable fees or costs incurred or paid by the **Insured** for services recommended and provided by an **Approved Provider**, to:

a) conduct a forensic analysis to determine the existence and cause of a **Cyber Extortion Threat**, **Privacy Breach**, or **Security Breach**;

b) determine whose **Confidential Data** was lost or stolen, or accessed or disclosed without authorisation;

c) contain or stop a **Privacy Breach** or **Security Breach** in progress;

d) certify the **Computer System** meets **Payment Card Security Standards**, if a **Security Breach Discovered** during the **Policy Period** results in noncompliance with such standards, but only for the first certification; or

e) provide legal services to respond to a **Cyber Extortion Threat, Privacy Breach** or **Security Breach**.

Computer and Legal Expert Costs does not include **Defence Costs** or **Privacy Breach Notification Costs**.

7.15 Computer Fraud

means an intentional, unauthorised, and fraudulent entry or change of data or computer instructions directly into a **Computer System** that is not made by an **Insured Person**, an **Independent Contractor**, or any individual under the direct supervision of the **Insured Organisation**, and causes **Money**, **Securities**, or **Other Property** to be transferred, paid, or delivered from inside the **Insured Organisation's** premises or the **Insured Organisation's** financial institution premises, to a place outside of such premises.

Computer Fraud does not include **Social Engineering Fraud**.

7.16 Computer System

means a computer and connected input, output, processing, storage, or communication device, or related network, operating system, website, or application software, that is:

a) under the operational control of, and owned by, licensed to, or leased to:

   1. the **Insured Organisation**; or
   2. an **Insured Person**, but only while authorised by, and in the course of transacting business on behalf of, the **Insured Organisation**; however, this will not apply to Insuring Clauses 1.7 (Data Restoration), 1.9 (Security Improvement Costs) or 1.11 to 1.13 (Cyber Crime); or

b) operated by an **IT Provider**, but only the part of such computer system used to provide information technology services to the **Insured Organisation**, however, this subparagraph (b) will not apply to Insuring Clauses 1.9 (Security Improvement Costs) or 1.14 to 1.17 (Business Loss).

7.17 Confidential Data

means a third party's or **Insured Person's** personal or confidential information that is in the care, custody, or control of, or processed by, the **Insured Organisation**, or a service provider acting on behalf of the **Insured Organisation**.

7.18 Covered Material

means content that is created or disseminated, via any form or expression, by, or on behalf of, the **Insured Organisation**.

Covered Material does not include tangible product designs, or content created or disseminated by the **Insured Organisation** on behalf of a third party.

7.19 Covered Property

means real property or **Other Property** the **Insured Organisation** owns, leases, or holds for others, or for which the **Insured Organisation** is legally liable.
Covered Property does not include **Money** or **Securities**.

7.20 Cryptojacking Fraud

means the unauthorised access to, or use of, the **Insured Organisation's Computer System**, by a person or entity other than an **Insured**, to generate **Virtual Currency**.

7.21 Cryptojacking Charges

means amounts charged to the **Insured Organisation** by a utilities provider that the **Insured Organisation** has a written contract with, that exceed the **Insured Organisation's** normal usage.

7.22 Cyber Extortion Costs

means, with the **Insurer's** prior written consent:

a) a **Ransom**, in direct response to a **Cyber Extortion Threat**;
b) reasonable amounts incurred or paid by the **Insured Organisation**, recommended by an **Approved Provider**, in the process of paying, or attempting to pay, a **Ransom**; or
c) reasonable amounts incurred by the **Insured Organisation**, recommended by an **Approved Provider**, to mitigate a **Ransom**.

7.23 Cyber Extortion Threat

means any threat made to the **Insured Organisation** to:

a) access or disclose **Confidential Data** or an **Insured Organisation's** information without authorisation; or
b) commit or continue a **Security Breach**.

7.24 Cyber Operation

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; or
b) copy, remove, manipulate, deny access to or destroy information in a computer system.

7.25 Data Restoration Costs

means reasonable costs incurred by the **Insured Organisation** with the **Insurer's** prior written consent, to:

a) restore or recover damaged or destroyed computer programs, software or other electronic data stored within a **Computer System**, to the condition that existed immediately preceding a **Security Breach** or;

b) determine that such computer programs, software or other electronic data cannot reasonably be restored, or recovered.

Data Restoration Costs do not include:

a) expenses incurred to recover or replace computer programs, software or other electronic data which the **Insured Organisation** did not have a license to use;

b) expenses to design, update, or improve the operation of computer programs, software; or

c) expenses incurred to recreate work product, research or analysis.

7.26 Defence Costs

means any reasonable legal or investigative costs, fees or, expenses, resulting from:

a) defending any proceedings relating to a **Claim**;

b) conducting any proceedings for indemnity, contribution, or recovery relating to a **Claim**; or

c) investigating, assessing, negotiating, adjusting, mediating, arbitrating, compromising, responding to, or otherwise settling any **Claim**.

Defence Costs include any reasonable costs, fees or expenses incurred by an **Insured** in respect, or in the defence, of any **Claim** first made during the **Policy Period**, where an **Insured Person** is required to attend an official inquiry, or appear before a court, tribunal, or arbitration hearing as a witness. The maximum amount available shall not exceed NZD$1,000 per **Insured Person** per day for such attendance or appearance as a witness.

Defence Costs does not include the remuneration of any **Insured Person**, any internal or overhead expenses of the **Insured**, or the cost of any **Insured's** time.

7.27 Discover/ Discovered / Discovery

means when any **Authorised Person** first becomes aware of facts that would cause a reasonable person to assume that **First Party Loss** has been or will be incurred.

7.28 Employee

means any natural person who is:

a) acting under a contract of service or apprenticeship with the **Insured Organisation**; or

b) supplied to or seconded to, or hired by or borrowed by, the **Insured Organisation**, including students, trainees, locums, or other natural persons undertaking study or work experience, whilst employed or engaged by the **Insured Organisation**, in connection with its business.

7.29 Essential Service

means a service that is essential for the maintenance of vital functions of a **State** including, but not limited to, financial institutions and associated financial market infrastructure, health services or utility services.

7.30 Extra Expense and Bricking

means reasonable costs incurred by the **Insured Organisation**, with the **Insurer's** written consent, that:

a) result from a **First Party Event**;

b) are in excess of the **Insured Organisation's** normal operating costs;

c) are intended to reduce **Business Interruption Loss**; and

d) would not have been incurred had there been no **First Party Event**.

Extra Expense and Bricking also includes such reasonable costs incurred by the **Insured Organisation**, with the **Insurer's** written consent, to replace any **Bricked Equipment** with functionally equivalent equipment, if such **Bricked Equipment** is inoperable directly as a result of a **Security Breach**, and if reasonable attempts to restore such **Bricked Equipment** fail. Such costs may include newer versions or models of such **Bricked Equipment**.

7.31 First Party Event

means:

a) **Computer Fraud**;

b) **Cryptojacking Fraud**;

c) **Fraudulent Impersonation**;

d) **Cyber Extortion Threat**;

e) **IT Provider Breach, IT Provider System Failure or IT Provider Voluntary Shutdown**;

f) **Non-IT Provider Breach or Non-IT Provider Voluntary Shutdown**;

g) **Privacy Breach**;

h) **Security Breach**;

i) **Social Engineering Fraud**;

j) **System Failure**;

k) **Telecommunications Fraud**; or

l) **Vendor or Client Manipulation Fraud**.

7.32 First Party Insuring Clauses

means Insuring Clauses 1.4 to 1.10 (Breach Response), 1.14 to 1.17 (Business Loss), and 1.11 to 1.13 (Cyber Crime).

7.33 First Party Loss

means:

a) **Business Interruption Loss**;

b) **Computer and Legal Expert Costs**;

c) **Covered Property**, when covered under Additional Benefit 1.20 First Party Property Damage;

d) **Cryptojacking Charges**;

e) **Cyber Extortion Costs**;

f) **Data Restoration Costs**;

g) **Goodwill Coupons**;

h) **Invoice Manipulation Fraud Loss;**

i) **Money**, **Other Property**, **or Securities**, when covered under Insuring Clauses 1.11 to 1.13 (Cyber Crime);

j) **Privacy Breach Notification Costs**;

k) **Public Relations Expenses**;

l) **Security Improvement Costs**;

m) **Telecom Charges**; or

n) **Vendor Payment Fraud Loss.**

First Party Loss other than **Accounting Costs does** not include amounts incurred to establish **First Party Loss**, or to prepare the **Insured Organisation's** proof of loss.means

7.34 Fraudulent Impersonation

means a fraudulent instruction that:

a) is electronically sent to a financial institution that is not an **Insured**, at which the **Insured Organisation** maintains an account;

b) directs the transfer, payment, or delivery of **Money** or **Securities** from the **Insured Organisation's** account;

c) is purportedly sent by the **Insured Organisation**;

d) is sent by someone, other than an **Insured**; and

e) is sent without the **Insured Organisation's** knowledge or consent.

Fraudulent Impersonation does not include **Social Engineering Fraud**.

7.35 Goodwill Coupons

means a means a coupon, discount, rebate, or voucher offered to natural persons impacted by a **Privacy Breach** as a gesture of goodwill in response to such **Privacy Breach**.

Goodwill Coupons will require each affected individual to redeem or activate the coupon, discount, rebate, or voucher offered within as set amount of time not to exceed 90 days of receipt of such **Goodwill Coupons**. The coupon, discount, rebate, or voucher offered must not be automatic or self-activating.

7.36 Impacted Parties

means the persons or entities whose **Confidential Data** was, or is suspected to have been, stolen or lost, or accessed or disclosed without authorisation.

7.37 Impacted State

means any **State** where a **Cyber Operation** has had a major detrimental impact on:

a) the functioning of that **State** due to disruption to the availability, integrity or delivery of an **Essential Service** in that **State**; or

b) the security or defence of that **State**.

7.38 Independent Contractor

means a natural person, other than an **Employee**, only while performing services for the **Insured Organisation** under a written agreement.

7.39 Insured

means any:

a) **Insured Organisation**;

b) **Insured Person**; and

c) for Insuring Clauses 1.1 to 1.3 (Liability) only, **Additional Insureds**.

7.40 Insured Organisation

means the First Named **Insured**, and any **Subsidiary**.

7.41 Insured Person

means any natural person who was, is, or becomes a member of the board of directors, board of trustees, board of managers, board of governors, officer, **Employee**, partner, member of an LLP, or functional equivalent executive of the **Insured Organisation** in their capacity as such.

For purposes of Insuring Clauses 1.1 to 1.3 (Liability) only, **Insured Person** includes **Independent Contractors**.

7.42 Insurer

means Agile Underwriting Services on behalf of certain Underwriters at Lloyd's led by Travelers Syndicate Management Limited, Lloyd's Syndicate 5000.

7.43 Invoice Manipulation Fraud Loss

means **Money**, for services rendered or goods delivered to a **Client**, that is owed to the **Insured Organisation** but not collected as a result of **Vendor or Client Manipulation Fraud**.

7.44 IT Provider

means any entity while under a written agreement with the **Insured Organisation** to provide it with:

a) hosted computer application services;

b) cloud services or computing;

c) electronic data hosting, back-up, storage, and processing;

d) co-location services;

e) platform-as-a-service; or

f) software-as-a-service.

7.45 IT Provider Breach, IT Provider System Failure or IT Provider Voluntary Shutdown

means:

a) an unauthorised:

1. access to;
2. use of authorised access to cause intentional harm to;
3. denial-of-service attack against; or
4. introduction of a **Virus** into,

an **IT Provider's** computer system, resulting in total or partial interruption of such system; or

b) an error or omission:

1. in the operation of an **IT Provider's** computer system by an **IT Provider**; or
2. by an **IT Provider** that occurs during the development or encoding of a program, application, or operating system,

which results in a loss, alteration, destruction, or loss of use of, computer programs, software, or other electronic data stored within an **IT Provider's** computer system;

or

c) an **IT Provider's** voluntary shutdown of its computer system, if it is reasonably necessary to minimize the impact of (a) above.

7.46 Loss

means:

a) **Defence Costs**;
b) damages (including punitive, exemplary, or multiple damages), as a result of a judgment or award made by a competent court or tribunal, or a settlement;
c) **Payment Card Contract Penalties**;
d) for Insuring Clause 1.3 (Regulatory Proceedings), **Regulatory Fines and Penalties**; or
e) for the **First Party Insuring Clauses**, **First Party Loss**.

Loss does not include:

a) civil or criminal fines, penalties, sanctions, or taxes except for **Payment Card Contract Penalties** or **Regulatory Fines and Penalties**;
b) cost of complying with any order for, grant of, or agreement to provide, injunctive or nonmonetary relief;
c) amounts uninsurable under applicable law;
d) restitution, return, or disgorgement of profits; or
e) liquidated damages, except to the extent that the **Insured** would have been liable in the absence of contract or agreement.

7.47 Media Act

means any actual or alleged:

a) unintentional infringement of copyright, title, slogan, trademark, trade dress, service mark, domain name, logo, or service name;
b) unauthorised use of a literary or artistic format, character, or performance;
c) invasion or interference with an individual's right of privacy or publicity, including commercial appropriation of name, persona, voice, or likeness;
d) unintentional defamation, trade libel, or tort of injurious falsehood;
e) misappropriation of ideas under an implied contract; or
f) improper deep-linking or framing,

in any **Covered Material.**

7.48 Merchant Service Agreement

means a contract between the **Insured Organisation** and an acquiring bank or other
acquiring institution that establishes the terms and conditions for accepting and processing payment card transactions.

7.49 Money

means currency, coins, or bank notes in circulation, bullion, **Virtual Currency**, traveller's cheques, certified or cashier's cheques, or money orders.

7.50 Non-IT Provider

means any provider, other than an **IT Provider**, which performs services, other than information technology services, for the **Insured Organisation** pursuant to a written contract and that are necessary for the **Insured Organisation** to conduct business operations.

7.51 Non-IT Provider Breach or Non-IT Provider Voluntary Shutdown

means:

a) unauthorised access to;

b) use of authorised access to cause intentional harm to;

c) a denial-of-service attack against; or

d) the introduction of a **Virus** into,

a **Non-IT Provider's** computer system, resulting in total or partial interruption of such system.

Non-IT Provider Breach or Non-IT Provider Voluntary Shutdown also includes a **Non-IT Provider's** voluntary shutdown of its computer system, if it is reasonably necessary to minimize the impact of (a)-(d) above.

7.52 Notification

means written notice to **Impacted Parties** about a **Privacy Breach** or **Security Breach**. Multiple **Notifications** about the same **Privacy Breach** or **Security Breach** are deemed one **Notification**.

7.53 Optional ERP

Means an extended reporting period for the time shown in the Optional ERP Endorsement starting on the effective date this Policy is canceled or not renewed.

7.54 Other Property

means any tangible property other than **Money** and **Securities** that has intrinsic value.

7.55 Payment Card Contract Penalties

means fines, penalties, or assessments, imposed against the **Insured Organisation** under a **Merchant Service Agreement** for noncompliance with **Payment Card Security Standards**.

7.56 Payment Card Security Standards

means the Payment Card Industry Data Security Standard (PCI-DSS), or similar standard, to which the **Insured Organisation** has agreed in a **Merchant Service Agreement**.

7.57 Period of Indemnity

means the 365-day period beginning fourteen days after the first **Notification** or **Adverse Media Report**.

7.58 Policy Period

means the period stated in the Schedule.

7.59 Period of Restoration

means the period of time that begins after the **Wait Period** ends, and ends on the earlier of:

a) the expiration of the Period of Restoration shown in the Schedule; or

b) when the **Insured Organisation's** business operations have been restored for a consecutive 24-hour period to the level of operation that existed immediately before the **First Party Event**.

7.60 Pollutant

means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, asbestos, asbestos fibres, or product containing asbestos, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

7.61 Privacy and Security Act

means:

a) the failure to prevent a **Privacy Breach**;

b) the failure to destroy **Confidential Data**;

c) a violation of law, when alleged in connection with (a) or (b);

d) the failure to provide **Notification** required by law;

e) the failure to comply with a **Privacy Policy**;

f) the unauthorised, unlawful, or wrongful collection of **Confidential Data**; or

g) the failure to prevent a **Security Breach**, directly resulting in the:

1. alteration or deletion of **Confidential Data**;
2. transmission of a **Virus** into a computer or network system that is not a **Computer System**;
3. participation in a denial-of-service attack directed against a computer or network system that is not a **Computer System**; or
4. failure to provide an authorised user with access to a **Computer System**.

7.62 Privacy Breach

means the loss or theft of, or unauthorised access to, or disclosure of, **Confidential Data**.

7.63 Privacy Breach Notification Costs

means reasonable fees, costs or expenses incurred by the **Insured Organisation**, voluntarily or as required by agreement or law, for:

a) printing and delivering notice to;

b) providing credit or identity monitoring for up to 24 months, or longer where required by law, to;

c) call centre services for;

d) the costs to purchase an identity fraud insurance policy to benefit natural persons who are; or

e) with the **Insurer's** prior written consent, other services to mitigate **Loss** or provide notice to,

Impacted Parties, if recommended and provided by an **Approved Provider**.

7.64 Privacy Policy

means the **Insured Organisation's** publicly available policies or procedures regarding
Confidential Data.

7.65 Public Relations Expenses

means reasonable fees, costs, and expenses, for public relations services recommended and provided by an **Approved Provider** to mitigate any actual or potential negative publicity.

7.66 Ransom

means **Money**, **Securities**, or the fair market value of property or services, paid or surrendered by, or on behalf of, the **Insured**.

Ransom will be valued as of the date paid or surrendered.

7.67 Regulatory Proceeding

means any proceeding or investigation brought by, or on behalf of, any regulator, government body, government agency, official trade body, or any other body empowered by statute to investigate the affairs of the **Insured Organisation**.

7.68 Regulatory Fines and Penalties

means civil fines, civil monetary penalties, or amounts deposited into a consumer redress fund, imposed in a **Regulatory Proceeding**, but only to the extent they are insurable.

7.69 Reporting Period

means the **Policy Period** and, if applicable, **Automatic ERP** or **Optional ERP**.

7.70 Reputation Harm Loss

means damage to the **Insured Organisation's** reputation incurred during the **Period of Indemnity** that results in **Business Income Loss**.

Reputation Harm Loss does not include coupons, price discounts, prizes, awards, or consideration given by the **Insured** in excess of the contracted or expected amount.

7.71 Rewards Expenses

means the reward paid, other than to **Insureds**, for information that directly leads to the conviction of any person for committing or attempting to commit any illegal act related to the cover provided under this Policy.

7.72 Securities

means written agreements representing **Money** or property, other than **Virtual Currency**.

7.73 Security Breach

means:

a) the unauthorised access to;

b) the use of authorised access to cause intentional harm to;

c) a denial-of-service attack against; or

d) the introduction of a **Virus** into,

a **Computer System**.

7.74 Security Improvement Costs

a) means the reasonable costs incurred and paid by the **Insured**, with the **Insurer's** written consent, for:

1. a post-breach computer security consultation, information security risk assessment, or cyber security gap analysis;
2. hardware or software to improve the security of a **Computer System**; and
3. an employee information security awareness training session.

b) **Security Improvement Costs** will only be available after a **Security Breach** that resulted in covered **Computer and Legal Expert Costs**, and:

1. the **Security Breach** has been stopped or contained; and
2. the **Approved Provider** that provided computer services in response to such **Security Breach**:
   i. has identified a weakness that caused, or contributed to, the **Security Breach**;
   ii. recommends the improvements to prevent a future **Security Breach** from exploiting such weakness; and
   iii. such improvements are incurred and paid for by the **Insured** within 90 days after the recommendation by the **Approved Provider**.

c) Costs for improvements that are subject to a licence, lease, or subscription will be limited to the pro rata portion of such costs for the first 12 months.

d) **Security Improvement Costs** do not include wages, benefits, or overheads of any **Insured**.

7.75 Social Engineering Fraud

means intentionally misleading an **Insured Person**, by providing an instruction that:

a) is not made by an **Insured**;
b) is purportedly from a **Vendor**, **Client**, or **Insured Person**;
c) directs the **Insured Person** to transfer, pay, or deliver **Money** or **Securities**;
d) contains a misrepresentation of material fact; and
e) is relied upon by the **Insured Person**, believing the material fact to be true.

7.76 State

means a sovereign state.

7.77 Subsidiary

means any entity in which the **Insured Organisation** directly or indirectly holds:

a) more than 50% of the issued share capital;
b) a majority of the voting rights; or
c) the right to appoint or remove a majority of the board of directors.

7.78 System Failure

means:

a) an error or omission in the operation of a **Computer System** by an **Employee** or **IT Provider**; or
b) an error or omission by an **Employee** or **IT Provider** that occurs during the development or encoding of a program, application, or operating system,

which results in a loss, alteration, destruction, or loss of use of, computer programs, software, or other electronic data stored within a **Computer System**.

7.79 Telecom Charges

means amounts charged to the **Insured Organisation** for telephone services by its telephone service provider.

7.80 Telecom Fraud

means the unauthorised access to, or use of, the **Insured Organisation's** telephone system by a person or entity other than an **Insured Person**.

7.81 Vendor

means a person or entity that provides goods or services to the **Insured Organisation** under an agreement.

7.82 Vendor or Client Manipulation Fraud

means an instruction or invoice that intentionally misleads a **Vendor** or **Client**, when such instruction or invoice:

a) is not made by an **Insured**;

b) is purportedly from an **Insured**;

c) directs such **Vendor** to perform services or deliver goods, or such **Client** to deliver payment to, an unintended recipient;

d) contains a misrepresentation of material fact; and

e) is relied upon by such **Vendor** or **Client**, believing the material fact to be true.

7.83 Vendor Payment Fraud Loss

means the amount the **Insured Organisation** paid to a **Vendor** for goods or services the **Insured Organisation** did not receive, directly caused by **Vendor or Client Manipulation Fraud**.

7.84 Virtual Currency

means a publicly available digital or electronic medium of exchange used and accepted as a means of payment.

Virtual Currency does not include coupons, discounts, gift cards, rebates, reward points, or similar mediums of exchange.

7.85 Virus

means malicious code that could destroy, or change the integrity or performance of, electronic data, software, or operating systems.

7.86 Wait Period

means the Wait Period shown in the Schedule. It begins when a total or partial interruption to an **Insured Organisation's** business operations is caused by a **First Party Event**. A separate **Wait Period** applies to each unrelated **First Party Event**.

7.87 War

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.

7.88 Wrongful Act

means any **Privacy and Security Act** or **Media Act**.