emergence

Personal Cyb@r Protection Insurance

Important Information & Policy Wording

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Important Information

Introduction

This important information explains the cover provided by the **policy** wording and provides **you** with notices, but it is not part of the **policy** wording. Please read both this important information and the **policy** wording so that **you** can make an informed decision before **you** decide to acquire this **policy**. This document was published on 17 December, 2021.

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

About the Insurer

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

If **you** require further information about this insurance or wish to confirm a transaction, please contact Emergence.

About Emergence Insurance Pty Limited

The **policy** is distributed by Emergence Insurance Pty Ltd ('Emergence') (ABN 46 133 037 153, AFSL 329634). Emergence acts under a binding authority given to it by **the insurers** to administer and issue **policies**, alterations and renewals. In all aspects of arranging this **policy**, Emergence acts as an agent for **the insurers** and not for **you**. Contact details are:

Email: info@emergenceinsurance.com.au
Telephone: +61 2 8280 3000
Postal address: PO Box 70, New Lambton NSW 2305

General Insurance Code of Practice

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

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

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

Disclosure and Accuracy of Information

You must take reasonable care to give accurate and complete information when answering any question from **the insurer** prior to entering into this contract of insurance as provided by this **policy**.

If **you** become aware that the information **you** have given to **the insurer** is inaccurate before or during the **period of insurance**, then **you** must advise **the insurer**. Failure to do so may prejudice any claim.

If the information **you** have given **the insurer** in relation to this insurance proves to be inaccurate, then **the insurer** may reduce the amount **the insurer** pays on a claim in the proportion the **premium** paid bears to **the premium the insurer** would have charged **you** had the information not been inaccurate or incomplete.

If **the insurer** establishes that **you** fraudulently (deliberately or recklessly) provided false or misleading information in relation to the insurance provided under this **policy**, **the insurer** will treat this insurance as if it never existed, which means that no claims will be paid and **the insurer** will not return the premium. If this happens the insurer will advise you in writing at **your** address shown in the **schedule**.

Our Agreement

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

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

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

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

Receiving your policy documents

We will only enter into a **policy** with **you** if **you** agree to receive **your policy** documents and related communications electronically.

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

You are responsible for ensuring that the email address that Emergence has for **you** is up to date. Please contact Emergence to change **your** email address.

How this policy works

Your policy is made up of several sections.

Who is insured

The **policyholder** and the **policyholder's** family members ordinarily residing together at the **home address** stated in the **schedule** are insured. The **policyholder** represents the family members and anything the **policyholder** says, does or omits to advise to **us** of, applies to and affects the rights of all insured family members.

What does your policy cover?

Your policy provides **you** with the following covers:

- Cyber Event Cover
- Cyber Bullying Cover
- Cyberstalking Cover
- Identity Theft Cover
- Personal Crime Cover
- Reputation Cover
- Wage Replacement Benefit

A **cyber event**, **identity theft**, **cyber theft**, **sim-jacking** or **cryptojacking** must first be discovered by **you** during the **policy period**.

Cyber bullying, **cyberstalking**, **cyber harassment** or a **harmful publication** must first happen during the **policy period**.

Please refer to the **policy** for an explanation of each of these covers.

Different amounts or benefits are payable under each cover. The maximum amounts payable under each cover are set out in the **schedule** unless set out in the **policy**. **You** should read each cover carefully so **you** understand what is payable under each cover.

Limits

There is a **limit** or sublimit for the amount **we** pay under each cover. There is an **aggregate limit** payable by **us** in any one **policy period**. The **limit,** sublimit and **aggregate limit** are stated on **your schedule.** Some benefits, costs or covers may be subject to a sublimit per claim and/or a maximum amount payable for all claims. Read the **policy** in its entirety to understand the applicable mechanics.

Excess

The **excess** is the amount **you** must contribute towards the cost of any claim **you** make,

The **excess** payable is set out in the **schedule.**

Words with special meaning.

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

Exclusions

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

Claims Conditions

Explains what **you** must do if **you** discover a **cyber event** or believe **you** have a claim under this **policy.**

General Conditions

These are conditions **you** must comply with under the **policy**.

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

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

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

Failure to comply with the General Conditions may entitle **us** to deny or reduce **your** claim. Please familiarise yourself with these conditions so **you** are aware of **your** responsibilities and how the **policy** works.

The cost of your policy

The amount that **we** charge **you** for this **policy** when **you** first acquire it and when **you** renew **your policy** is called the **premium**. The **premium** is the total that **we** calculate when considering the factors which make up the risk.

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

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

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

Renewal procedure

Before this **policy** expires, **we** will advise **you** whether **we** intend to offer **you** a renewal and if so, on what terms. The **policy** will also apply for any offer of renewal **we** make, unless **we** tell **you** otherwise or issue **you** with a new and updated **policy**. It is important to check the terms of any renewal before renewing it to ensure that the details are correct.

If the renewal is automatic, **we** will debit **your** credit card 7 days before the renewal date.

Your 'cooling off' rights

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

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

Complaints

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

Complaints Officer
Emergence Insurance Pty Ltd
By phone: +61 2 8280 3000
By email: info@emergenceinsurance.com.au
By post: Emergence Complaints, PO Box 70,
New Lambton NSW 2305

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

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

Lloyd's Australia Limited
By phone: +61 2 8298 0783
By email: idraustralia@lloyds.com
By post: Suite 1603 Level 16, 1 Macquarie Place,
Sydney NSW 2000

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

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

AFCA can be contacted as follows:

By phone: 1800 931 678
By email: info@afca.org.au
By post: Australian Financial Complaints Authority
GPO Box 3 Melbourne VIC 3001
Website: www.afca.org.au

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

Privacy Statement

In this Privacy Statement the use of "**we**", "**our**" or "**us**" means the Insurer and Emergence, unless specified otherwise.

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

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

The primary purpose for **our** collection and use of **your** personal information is to enable **us** to provide insurance services to **you**. If the renewal is automatic, **we** will securely hold **your** credit card details.

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

- **you** have the authority from them to do so and it is as if they provided it to **us**;
- **you** have made them aware that **you** will or may provide their personal information to **us**, the types of third parties **we** may provide it to, the relevant purposes **we** and the third parties **we** disclose it to will use it for, and how they can access it. If it is sensitive information, **we** rely on **you** to have obtained their consent on these matters. If **you** have not done or will not do either of these things, **you** must tell **us** before **you** provide the relevant information.

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

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

The Emergence Privacy Policy, available at www.emergenceinsurance.com.au or by calling Emergence, sets out how:

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

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

Postal Address: PO Box 70, New Lambton NSW 2305
Phone: +61 2 8280 3000
Email: privacy@emergenceinsurance.com.au

You can download a copy of the Emergence Privacy Policy by visiting www.emergenceinsurance.com.au

Policy Wording

Subject to **you** paying the **premium** and subject to all the terms and conditions of the **policy**, and subject to the **limit** or sublimit stated in the **schedule** for each cover, **we** will pay claims arising out of the following covers under the **policy**:

Cyber Event Cover

If a **cyber event** happens to **your home IT** and the **cyber event** is first discovered by **you** during the **policy period** then **we** will pay **cyber event response costs** incurred directly as a result of the **cyber event**.

Cyber Bullying Cover

We will pay an **additional benefit** arising out of **cyber bullying** that first happens during the **policy period**.

Cyberstalking Cover

We will pay for **cyberstalking response costs** incurred directly as a result of **cyberstalking** that first happens during the **policy period**.

Identity Theft Cover

We will pay i**dentity theft response costs** to respond to an **identity theft** first discovered by **you** during the **policy period**. **We** will also pay **cyber event response costs** and **wage replacement benefits** required to respond to the **identity theft**.

Personal Crime Cover

We will pay a **personal financial loss** to **you** directly arising out of:

a. **cyber theft**;
b. **sim-jacking**; or
c. **cryptojacking**

that is first discovered by **you** during the **policy period**. **We** will also pay **cyber event response costs** and **wage replacement benefit** required to respond to the **cyber theft** or **sim-jacking**.

You must report a **cyber theft** to **your** relevant financial institution (i.e., the financial institution from which the funds were transferred), and a **sim-jacking** to **your** telephone service provider within 24 hours of it first being discovered by **you**. You must also report a **cyber theft** or **sim-jacking** to the Australian Cyber Security Centre at: https://www.cyber.gov.au/acsc/report/individuals-and-families and to Scamwatch at: https://www.scamwatch.gov.au/report-a-scam as soon as possible.

Reputation Cover

We will pay **legal costs** incurred in connection with **cyber harassment** or a **harmful publication** that first happens during the **policy period**, and **we** will pay **repair to e-reputation costs** necessary to remove or mitigate the effect of the **harmful publication**.

Wage Replacement Benefit

We will pay **wage replacement benefit** to **you** if responding to **cyber bullying, cyberstalking, cyber theft, identity theft** or **sim-jacking** notified to **us** and covered under this **policy** requires **you** to take unpaid time off work.

What Certain Words Mean

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

additional benefit means the amount **we** agree to pay in connection with **cyber bullying** covered under this **policy**:

a. for **you** and/or **your spouse** to attend a number of critical guidance sessions as set out in the **schedule** if **your** child is subjected to **cyber bullying**. The **additional benefit we** agree to pay under this **policy** is not a medical benefit; and

b. for a cyber security coach, forensic IT investigator, or other professional **we** appoint to assist **you** in addressing the **cyber bullying;** and

c. as **wage replacement benefit**, to replace **your** wages lost because of unpaid time that **you** are required to take off work in connection with the guidance sessions in a. above, or for the purpose of meeting with school or other authorities to deal with **cyber bullying;** and

d. for the cost of childcare or child-minding directly as a result of **cyber bullying**.

aggregate limit is the most **we** will pay combined and in total for all claims, for all covers under this **policy** during any one **policy period**. The **aggregate limit** is set out in the **schedule**.

cryptojacking means the unauthorised use of **your home IT** to mine digital currency that causes **you personal financial loss.**

cyber bullying means the tormenting, harassing, humiliating, embarrassing or otherwise targeting of a child, preteen or teen (up to and including 19 years of age) who is **your** family member and ordinarily resides with **you**, by another person, as evidenced by electronic communication through **your home IT**, that results in:

a. lodging of a cyberbullying report with Australian eSafety Commissioner www.esafety.gov.au/complaints-and-reporting or:

b. i) expressions of concern by multiple peers, parents, teachers, coaches, counsellors, ministers, medical professionals or other professional carers; and

ii) self-harm, suicidal thoughts, emotional volatility, refusal or inability to attend school or participate in usual, organised extracurricular activities, or the withdrawal or resignation from these

during the **policy period** or within 90 days of the end of the **policy period**.

cyber event must happen to **your home IT** and means any of the following:

crimeware which is any malware of any type intentionally designed to cause harm to **your home IT** but does not include **cyber espionage**.

cyber espionage which includes unauthorised access to an item of **your home IT** by a criminal source exhibiting the motive of espionage.

cyber extortion which is a crime involving an attack or threat of attack against **your home IT**, coupled with a demand for money to avert or stop the attack.

a **denial of service** which is solely and directly intended to compromise the availability of **your home IT**.

hacking which is malicious or unauthorised access to **your home IT**.

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

credit and identity monitoring costs incurred in engaging monitoring services by a third party for **you** or an **identifiable individual** for a period of up to 12 months after a **cyber event**.

cyber extortion costs paid with **our** agreement and consent to respond to a **cyber event** where a third party is seeking to obtain financial gain from **you** through **cyber extortion**. **Cyber extortion costs** are sub-limited to a maximum of $5,000 in total during any one **policy period** unless another amount is stated in the **schedule**. **cyber extortion costs** form part of the limit and are not payable in addition.

data restoration costs incurred in rectifying, restoring, or replacing data, applications, software or programs in **your home IT** that have been lost, damaged, altered, corrupted, or destroyed and the cost to mitigate or prevent further damage, and includes the cost of **you** purchasing replacement licences, if necessary, but does not include any costs relating to personal or family memorabilia or recordings that are unable to be replaced.

data securing costs incurred in securing **your home IT** to avoid ongoing **cyber event response costs**.

legal costs. This includes the cost of advice to **you** to respond to:

a. civil proceedings issued against **you** or a judgment being entered against **you** where **you** are not aware of the civil proceedings directly as a result of the fraudulent use of **your** identity following an **identity theft;** or

b. a negative consumer credit report in **your** name or the unauthorised establishment of credit in **your** name directly as a result of the fraudulent use of **your** identity following an **identity theft.**

notification costs incurred in notifying any **identifiable individual** whose data or information has been wrongfully accessed, stolen or lost.

technical management response costs incurred by **us** to provide assistance to **you** if a **cyber event** happens to **your home IT** and includes the cost of a forensic IT investigator or other technician that **we** appoint at **our** absolute discretion.

virus extraction costs incurred to remove crimeware from **your home IT**.

cyber harassment means a specific threat by a third party to publish on the internet information or material about **you** or involving **you** that has the potential to damage **your** reputation, where the information or material was obtained by a third party as a result of a **cyber event** to **your home IT**.

cyberstalking means the malicious use of **your home IT** to stalk, abuse, control, threaten or frighten **you** as evidenced by unwanted and persistent tracking of **your** whereabouts, monitoring of **your** communications or activities or the ongoing receipt of targeted emails, texts, messages, phone or video calls or other material with threatening effect.

cyberstalking response costs means the reasonable and necessary costs and expenses as agreed to by **us**, which will not be unreasonably withheld or delayed, to mitigate or respond to a covered incidence of **cyberstalking** being:

a. a forensic IT investigator, cyber security coach or other professional **we** appoint to assist **you** in securing **your home IT** against ongoing **cyberstalking** related intrusions and protecting **your personal information** and private data; and

b. provisioning, if necessary, of a secured smart phone or other device registered to **us** with up to 12 months pre-paid service; and

c. **legal costs**. This includes the cost of advice to **you** to arrange for necessary protection orders; and

d. **wage replacement benefit**, to replace **your** wages lost because of unpaid time that **you** are required to take off work for the purpose of meeting with law enforcement authorities, **your** financial institution, government agencies or other authorities to deal with a covered incidence of **cyberstalking**.

cyber theft means an electronic transfer that results in **personal financial loss**. The **cyber theft** must happen because of a **cyber event** to **your home IT** and without **your** knowledge.

endorsement means a written alteration to the terms, conditions, or **limits** of the **policy** which is shown in the **schedule.**

excess means the amount of money that **you** are liable to pay towards **your** claim. The **excess** is set out in the **schedule**.

harmful publication means the first publication by a third party on the internet of information or materials about **you** or involving **you** that defames **you** or undermines **your** reputation, where the information or material was obtained by a third party as a result of a **cyber event** to **your home IT**.

home address means the address in Australia stated in the **schedule** where the **policyholder** permanently resides.

home IT means all of **your** computer hardware, **smart devices and appliances**, connected to the internet at **your home address**, or capable of communicating with **your smart devices and appliances** at **your home address**, all of which **you** own or operate for personal reasons.

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

identity theft means the unauthorised access to and use of **your** identity or the identity of an **identifiable individual**. The **identity theft** must happen because of a **cyber event** to **your home IT**.

identity theft response costs means costs **we** incur by **our** appointment of an appropriate professional to assist **you** or an **identifiable individual** with reporting the **identity theft** and re-establishing identity and essential records.

legal costs means the costs **we** pay to a qualified legal practitioner of **our** choosing to provide **you** with confidential legal advice as to legal remedies **you** may have and steps **you** can take in response to **cyber events, cyberstalking, cyber harassment** or a **harmful publication** covered under this **policy**. **Legal costs** does not include any legal advice about this **policy** or the costs of representing **you** in any legal proceedings.

limit including sublimit means the amount set out in the **schedule** and applies to any one claim. The **limit** or sublimit for any claim or series of claims for each cover is stated in the **schedule** and is the maximum **we** will pay for all loss, costs and benefits and for all claims combined under this **policy** for that cover.

personal financial loss means:

a. **your** funds lost due to **cyber theft** that, despite **your** diligent efforts, remain unrecoverable; or

b. unauthorised call charges in excess of normal and usual amounts that **you** must pay caused by **sim-jacking;** or

c. unauthorised bandwidth charges and electricity costs in excess of normal and usual amounts that **you** must pay caused by **cryptojacking**.

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

policy means this **policy** wording, the **schedule and** any **endorsement**(s) stated in **your schedule.**

policy period means the period set out in the **schedule.**

policyholder means the individual named in the **schedule.**

premium means the amount **you** pay to **us**. The **premium** is set out in the **schedule**.

repair to e-reputation costs means the cost of the services of a professional firm recommended or appointed by **us** to remove or mitigate a **harmful publication** including the process to roll back harmful information in major search engines.

schedule means the document **we** provide to **you** which sets out the personalised details of **your policy** with **us**.

sim-jacking means **hacking** through unauthorised swapping of a sim card or unauthorised porting of a mobile phone number registered in **your** name that causes **you personal financial loss**.

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

spouse includes de-facto partner or domestic partner.

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

wage replacement benefit means the payment by **us** to **you** of the sum to replace **your** wages lost because of unpaid time that **you** are required to take off work to amend or rectify **your** personal records or protect **your** personal interests as a result of **cyberstalking, cyber theft, identity theft**, or **sim-jacking,** or as part of an **additional benefit** payable in connection with **cyber bullying** notified to **us** and covered under this **policy**.

we/our/us/the insurers means certain underwriters at Lloyd's (the underwriters), the insurer of this **policy**.

you/your means the **policyholder** named in the **schedule**. It includes **your** family members ordinarily residing with **you** at the **home address** stated in the **schedule**.

Exclusions

We will not pay any claim:

1. arising from or for physical damage to or the repair or replacement of tangible property or equipment or any part of **your home IT**, unless **we** repair or replace part of **your home IT** to avoid or to mitigate ongoing **cyber event response costs**.

2. arising from or as a consequence of death or bodily injury.

3. for any fact or circumstance known to **you** or discovered by **you** before the commencement of the **policy period**.

4. arising from or based upon any criminal or fraudulent acts committed by **you** or by any person acting with **your** knowledge or consent or on **your** behalf.

5. arising from, attributable to, or as a consequence of any electromagnetic field, electromagnetic radiation or electromagnetism.

6. arising from, attributable to, or as a consequence of ionising, radiation or contamination or any loss or damage caused by or related to radioactivity from any nuclear fuel, waste or other toxic, explosive or other hazardous properties of any nuclear assembly or component.

7. arising directly or indirectly from any physical act of war, invasion or warlike operation, civil war, riot, civil commotion, rebellion, revolution, insurrection or civil uprising, or any action taken in controlling, preventing or suppressing any such act or its consequences.

8. directly or indirectly caused by or arising out of any act of terrorism, which includes any act which may or may not involve the use of, or threat of, force or violence where the purpose of the act is to further a political, religious, ideological aim or to intimidate or influence a government (whether lawfully constituted or not) or any section of the public, or any action taken in controlling, preventing or suppressing any such act or its consequences.

9. caused by defective equipment, ordinary wear or deterioration, faulty design or construction, software error, or by internet speed, bandwidth, or data allowance, or digital memory or processing power that is insufficient to meet the needs of **your home IT**.

10. arising from any legal liability **you** have at common law or under statute to pay damages (including damages described as aggravated, punitive or exemplary damages), compensation, penalties or fines.

11. caused by outage of a **utility provider**.

12. arising from any access through **your home IT** to the IT system of a business that **you** own or that **you** are employed by or for whom **you** perform work.

13. arising from or attributable to or in consequence of **you** engaging in:
    a. the use of any online auction for a commercial or business purpose;
    b. any lottery, gambling or a game of chance; or
    c. other commercial activity, including the letting out or use of **your** property for commercial purposes.

14. if the provision of such cover, payment of such claim or provision of such benefit would expose **us** or any (re) **insurer** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

15. which may contravene the *Health Insurance Act 1973* (Cth), the *Private Health Insurance Act 2007* (Cth) or the *National Health Act 1953* (Cth), subsequent amendments, replacement, re-enactment, successor or equivalent legislation.

16. which is covered by:
    a. Medicare;
    b. any workers compensation legislation;
    c. any transport accident legislation;
    d. any common law entitlement;
    e. any government sponsored fund, plan or medical benefits scheme; or
    f. or any other insurance policy required by to be effected by or under law.

Claims Conditions

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

You must comply with the following conditions if **you** discover a **cyber event** or **you** believe **you** have a claim under the **policy**:

1. If **you** discover a **cyber event** or believe **you** have a claim under this **policy**, **you** must ring the claim reporting line as soon as possible on 1300 799 562 or notify Emergence in writing at personalclaims@emergenceinsurance.com.au and provide details and circumstances of the loss event. **You** must notify **us** as soon as possible so that **we** can investigate the claim to reduce any loss.

2. **You** must report a **cyber theft** to **your** relevant financial institution (i.e., the financial institution from which the funds were transferred), and a **sim-jacking** to **your** telephone service provider within 24 hours of it first being discovered by **you**. **You** must also report a **cyber theft** or **sim-jacking** to the Australian Cyber Security Centre https://www.cyber.gov.au/acsc/report/individuals-and-families and to Scamwatch https://www.scamwatch.gov.au/report-a-scam as soon as possible.

3. **You** must do everything reasonably possible to preserve evidence that would enable **us** to properly assess and investigate the claim.

4. **You** must fully cooperate with **us**, with **our** technical management response team and with any providers **we** appoint.

5. **You** must do everything reasonably possible to assist in the reduction or mitigation of the loss and associated costs.

6. **You** must provide **us** with the information **we** need to assess the claim.

7. **We** must approve any **additional benefit**, **cyberstalking response costs, cyber event response costs, identity theft response costs** or **repair to e-reputation costs** before they are incurred. Consent will not be unreasonably withheld or delayed. **We** must also approve in writing the payment of any **cyber extortion costs** by **you**.

8. When **we** engage technicians or other service providers directly, **we** will pay them directly, however **you** remain liable to pay the **excess**. **You** may engage technicians or service providers directly from **our** approved panel of service providers and seek reimbursement from **us**. **You** must evidence the costs **you** incur and payments **you** make by receipts, invoices and adequate documentation including the scope of work performed. **We** will require these to substantiate and process **your** claim. Only costs that are covered under the **policy** and reasonable in amount can be reimbursed. **We** will make a fair and reasonable determination of those costs as part of adjusting **your** claim. If **you** incur costs or make payments that are not covered under this **policy**, **you** are responsible for paying those costs. Only costs that are covered under this **policy** can be applied towards the **excess**. **We** will reimburse **you** for the covered portion of costs incurred, less any applicable **excess**.

9. An **excess** applies to each claim. If **we** make a payment to **you** to settle a claim under this **policy**, **we** will deduct the **excess** and pay **you** the net amount. If payment to a third party is required to settle a claim under this **policy** and no payment is due to **you**, **you** are liable to pay the **excess** and **we** will inform **you** how to make payment.

10. **We** will pay **legal costs** to the qualified legal practitioner that **we** arrange for **you**. The cost will be agreed by **us** and the qualified legal practitioner. The sublimit for **legal costs** is stated in the **schedule**. It is the most **we** will pay for all claims for all **legal costs** combined and in total for the **policy period**. **Legal costs** form part of the **limits** and are not payable in addition.

11. If you notify **us** of **cyber bullying, cyberstalking** or a **cyber event** and costs, loss, expense or benefits covered under this **policy** are incurred then **we** will apply one **aggregate limit** as set out in the **schedule** to all claims and all costs, loss, expense and benefits provided under the **policy**. The **aggregate limit** is the most **we** will pay in total for all claims for all insureds and for all covers for the entire **policy period**.

12. If **you** seek **wage replacement benefit** under the **policy**, **you** must provide **us** with evidence proving that **you** are required to take time off work and that **you** will not be paid by **your** employer for the time taken off work. The amount of **wage replacement benefit** payable to **you** is stated in the **schedule**. The sublimit for all **wage replacement benefit** is the most **we** will pay for all claims for all **wage replacement benefits** combined and in total for the **policy period** and is set out in the **schedule**. **Wage replacement benefit** forms a part of other **limits** and is not payable in addition.

13. The total **additional benefit** payable for all services provided and including all costs incurred and all **wage replacement benefit** in connection with a covered **cyber bullying** is set out in the **schedule**. The **additional benefit limit** set out in the **schedule** is the most **we** will pay for all **additional benefits** during any one **policy period**. **We** will pay the **additional benefit** to service providers **we** agree to in writing. The cost and type of critical guidance session will be agreed by **us** and the service provider. In providing the **additional benefit we** are not providing a medical benefit or a medical service and **we** assume no responsibility for any outcome arising out of the provision of the **additional benefit**.

14. If **you** suffer a **personal financial loss**, and if the funds remain unrecoverable, **we** can elect to pay the claim within 30 days of the claim being notified to **us**.

    If **we** do elect to pay the claim **you** must cooperate with and assist **us** in **our** attempts to recover **your personal financial loss**.

    If the funds are recovered and paid into **your** own account **you** must, as soon as possible, advise **us** and repay to **us** the funds recovered.

General Conditions

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

1. **You** must pay the **premium**. If **you** fail to pay the **premium we** may take steps to cancel the **policy** for non-payment of the **premium**.

2. **You** must take reasonable steps to prevent and mitigate loss covered under this **policy**. These include, but are not limited to:
   a. changing the password on any **home IT** from a default or original password;
   b. activating and maintaining a virus-protection software package which is licensed to **you** or paid for by **you**.

3. **You** must not disclose, either personally or through any person or entity acting on **your** behalf or at **your** direction, to any third party the existence and terms of this **policy** but **you** may disclose the existence of this **policy** to the extent that **you** are required to do so by the law or where **we** consent to the disclosure in writing.

4. This **policy** and any rights under it cannot be assigned without **our** written consent.

5. If **we** make payment under this **policy** then **we** are entitled to assume **your** rights against any third party to the extent of **our** payment. **You** must assist **us** and provide necessary information to **us** to enable **us** to bring the subrogation or recovery claim. The proceeds of any subrogation or recovery action will be applied between **you** and **us** in accordance with the provisions of the *Insurance Contracts Act 1984* (Cth).

6. In the event of a claim, **you** must advise **us** as to any other insurance that covers the same risks which are insured by this **policy**, or that **you** are entitled to claim under or have access to. Subject to the *Insurance Contracts Act 1984* (Cth), **we** reserve the right to seek contribution from the other insurer(s).

7. **You** may cancel the **policy** in accordance with **your** 'cooling off rights' within the first 14 days from its commencement or renewal.

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

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

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

9. The **aggregate limit** shown in the **schedule** is the maximum amount **we** will pay under the **policy** irrespective of the number of **cyber events** or claims during the **policy period**.

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

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

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

11. **The insurers** providing this insurance agree that:

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

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

       Lloyd's Underwriters' General Representative
       in Australia
       Suite 1603
       Level 16
       1 Macquarie Place
       Sydney NSW 2000

       who has authority to accept service and to appear on **the insurers'** behalf;

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

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

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

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