



**KEYSTONE**

# **Psychologists Professional Indemnity, Public Liability, Products Liability, and Cyber Wording**

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## Part A – Professional Indemnity, Public Liability and Products Liability Wording

The **Insured** and **Keystone** agree that **Underwriters** will provide insurance in accordance with the terms of this **Policy** upon payment of the **Premium** as shown in the **Schedule**, and upon submission by the **Insured** of the **Proposal**, the contents on which **Underwriters** will rely.

Paragraph titles used in this **Policy** are included for descriptive purposes only and do not form part of this **Policy** for the purposes of its construction or interpretation.

Words denoting the singular include the plural and vice versa except where the context otherwise requires.

References to statutes include any amendments thereof, regulations thereunder, re-enactments or consolidations thereof and any subsequent replacement or similarly comparable legislation.

### 1. Definitions

Whenever the following words are used in this **Policy** in bold type and begin with a capital letter, they have the special meanings set out below.

- 1.1 Aggregate Limit of Liability** means the amount specified in the **Schedule** for each insuring clause.
- 1.2 Business** means the business as specified in the **Schedule**.
- 1.3 Claim** means:
- 1.3.1** any written demand for compensation or damages, or any assertion of a financial right, or any other civil rights or remedies made by a third party to the **Insured**; or
  - 1.3.2** any writ, statement of claim, summons, application or other originating legal or arbitral process, cross-claim, counterclaim or third or similar party notice served upon the **Insured** that claims compensation, damages or other civil rights or remedies against the **Insured**.
- 1.4 Communicable Disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
- 1.4.1** the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 1.4.2** the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 1.4.3** the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.
- 1.5 Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **Insured** or any other party.
- 1.6 Costs and Expenses** means all reasonable legal fees, legal costs and other costs necessarily incurred by or on the **Insured's** behalf, with **Underwriters** prior consent, in the investigation, defence or settlement of any **Claim** and/or for the representation or attendance at any **Inquiry**. **Costs and Expenses** does not include salaries, wages, allowances, travel or accommodation expenses incurred by the **Insured** in assessing, investigating, dealing with and/or assisting others to deal with any **Claim** and/or assisting others for the representation or attendance at any **Inquiry**.

- 1.7 **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.
- 1.8 **Cyber Incident** means:
- 1.8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- 1.8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.
- 1.9 **Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.
- 1.10 **Data Protection Law** means any applicable data protection and privacy legislation or regulations in any country, province, state, territory or jurisdiction which govern the use confidentiality, integrity, security and protection of personal data or any guidance or codes of practice relating to personal data issued by any data protection regulator or authority from time to time (all as amended, updated or re-enacted from time to time).
- 1.11 **Document** means deeds, wills, agreements, maps, plans, records, computer records, electronic data, written or printed books, letters, certificates, written or printed documents or forms of any nature (excluding any bearer bonds, coupons, bank or currency notes or other negotiable instruments) which is the property of the **Insured** or for which the **Insured** is legally responsible.
- 1.12 **Employee** means a natural person (other than a **Principal**) employed under a contract of service or apprenticeship by the **Insured** and includes any trainee, volunteer, casual, part-time, seasonal, temporary, or work experience personnel but does not include **Medical Practitioners** acting in such capacity nor the **Insured's** independent contractors, consultants or agents. For the purposes of this **Policy**, **Employee** does not include anyone that has their own registration with the Australian Health Practitioners Registration Agency and has organised their own professional liability insurance in order to satisfy the mandatory insurance requirements of their registration.
- 1.13 **Employment Claim** means:
- 1.13.1 civil, arbitration or dispute resolution proceeding made, or communicated to or commenced against an **Insured** by or on behalf of any **Employee** alleging an **Employment Practice Breach**; or
- 1.13.2 written demand for monetary relief or non-pecuniary relief; made, or communicated to or commenced against an **Insured** by or on behalf of any **Employee** alleging an **Employment Practice Breach**; or
- 1.13.3 **Inquiry** in relation to any actual or alleged **Employment Practice Breach**.
- 1.14 **Employment Practice Breach** means any actual or alleged violation of employment laws or any other employment related obligation or matter including but not limited to any actual or alleged:
- 1.14.1 employment related:
- 1.14.1.1 sexual or other unlawful harassment (including bullying); or
- 1.14.1.2 unlawful discrimination; or
- 1.14.1.3 denial of natural justice; or
- 1.14.1.4 defamation; or
- 1.14.1.5 invasion of privacy;
- 1.14.2 unlawful termination of employment; or
- 1.14.3 false or misleading advertising or representation involving terms or conditions of employment; or
- 1.14.4 failure to employ, promote or grant tenure; or
- 1.14.5 unfair deprivation of career opportunity; or
- 1.14.6 unfair discipline or evaluation of employment performance; or
- 1.14.7 failure to provide or adhere to adequate employment policies or procedures; or
- 1.14.8 violation of any federal, state or local statute or regulation governing employment practices; or
- 1.14.9 breach of employment contract,

with respect to any natural person, who was, now is or becomes an **Employee** of the **Insured** including prospective employees.

- 1.15 Employment Related Benefits** includes but is not limited to:
- 1.15.1** non-monetary benefits including but not limited to the allocation of a company car, travel allowance, mobile or landline telephone, medical or life insurance expenses, education and training allowances, and equipment allowances; or
  - 1.15.2** stock, shares, stock options, share options or any entitlement or right under any employee plan of any description; or
  - 1.15.3** participation in any stock, share option or share option plan, or participation in any employee plan of any description; or
  - 1.15.4** severance or redundancy payments or entitlements; or
  - 1.15.5** any benefit, payment or entitlement of any kind in respect of paid or unpaid leave; or
  - 1.15.6** bonus or incentive payments, or any entitlement or right under a bonus or incentive plan (which, for the avoidance of doubt, does not include any payments, entitlement or right under any commission scheme); or
  - 1.15.7** payments or contributions in respect of any provident, benefit, superannuation, pension or retirement fund, or any other account, fund, scheme or plan intended to provide benefits, in whole or in part, at retirement or a particular age, or on the happening of a particular event; or
  - 1.15.8** any amount the **Insured** pays or is ordered to pay pursuant to any determination or settlement in respect of an allegedly unfair contract, notwithstanding that it acted in accordance with the terms of the employment contract.
- 1.16 Endorsement** means any document which is described as an endorsement to this **Policy** and intends to vary it.
- 1.17 Excess** means the amount specified in the **Schedule** for the type of cover specified.
- 1.18 Fair Trading Legislation** means the *Fair Trading Act 1987 (NSW)*, or the *Fair Trading Act 1985 (Vic)* or similar legislation enacted by the other states or territories of Australia.
- 1.19 Fraudulent Act** means any dishonest, wrongful, deceptive, criminal, malicious or unauthorised act or omission committed by an **Employee**.
- 1.20 Good Samaritan Act** means emergency first aid or medical assistance administered at the scene of a medical emergency, accident or disaster by the **Insured** who are present either by chance, or in response to an S.O.S call and for which the **Insured** have no expectation of payment or other reward.
- 1.21 Health Care Services** means any care, treatment, advice or service provided in respect of the physical or mental health of a person or animal excluding:
- 1.21.1** agricultural and/or livestock purpose; or
  - 1.21.2** bloodstock, racing and/or equestrian competition; or
  - 1.21.3** genetic, fertility, breeding, artificial insemination and/or freezing of any samples/specimens, services or activities; or
  - 1.21.4** fisheries.
- 1.22 Inquiry** means an official investigation, examination, tribunal, inquiry or other official proceeding directly related to the provision of **Health Care Services**, and in connection with the **Business**, held or conducted by an overseeing professional body or industry association or any coronial inquiry.
- 1.23 Insured** means:
- 1.23.1** the person or entity named as the insured in the **Schedule**; and/or
  - 1.23.2** any person who is, has been or may become during the **Period of Insurance**, a **Principal** or **Employee** of the person or entity named as the **Insured** in the **Schedule** but only in respect of **Claims** arising from activities undertaken on behalf of the **Insured** and in the conduct of the **Business** and excluding **Medical Practitioners** acting in such capacity; and/or
  - 1.23.3** any person who is, has been or may become during the **Period of Insurance**, a **Principal** or **Employee** of the person or entity named as the **Insured** in the **Schedule** but only in respect of their attendance at an **Inquiry**; and/or

- 1.23.4** any person who is, during the **Period of Insurance**, a volunteer or member at any fundraising, social or ethics committee of the person or entity named as the **Insured** in the **Schedule**, but only in respect of **Claims** arising from activities undertaken on behalf of the **Insured** and in the conduct of the **Business**; and/or
- 1.23.5** the estate or legal representatives of any person who would otherwise be indemnified under this **Policy**.
- 1.24** **Keystone** means Keystone Underwriting Pty Ltd ABN 78 601 944 763 as Corporate Authorised Representative (No. 000468712) of Keystone Underwriting Australia Pty Ltd ABN 59 634 715 674 AFSL 518224 which is acting on behalf of **Underwriters**.
- 1.25** **Known Circumstance** means any act, error or omission, fact, matter or circumstance, event or occurrence, known or received by the **Insured** prior to the **Period of Insurance**:
- 1.25.1** which the **Insured** knew; or
- 1.25.2** which a reasonable person in the **Insured's** position ought to or would have known or been aware; might give rise to a **Claim** and/or an **Inquiry** or an allegation or a liability that is or may be the subject of a **Claim** and/or an **Inquiry**.
- 1.26** **Limit of Liability** means the amount specified in the **Schedule** for each insuring clause.
- 1.27** **Maximum Aggregate Limit of Liability for this Policy** means the amount specified as such in the **Schedule**.
- 1.28** **Medical Practitioner** means a person registered or licensed as a medical practitioner, under a State or Territory law that provides for the registration or licensing of medical practitioners.
- 1.29** **Medicare Benefits Fraud** means fraud against Medicare, the Pharmaceutical Benefits Scheme and other government programs administered by Medicare Australia by the payment of any benefit or funds to any person who had no legal entitlement to such benefit or funds.
- 1.30** **Natural Hazard** means, but is not limited to, wind, rain, storm, hurricane, tornado, flood, earthquake, tsunami, snowstorm, weight of snow, bushfire.
- 1.31** **New Subsidiary** means a subsidiary, as defined in the *Corporations Act 2001*, of the **Insured** which is acquired by the **Insured** during the **Period of Insurance**.
- 1.32** **Period of Insurance** means the period specified in the **Schedule**, unless terminated earlier.
- 1.33** **Personal Injury** means physical injury, mental injury, illness, disease or death of any person.
- 1.34** **Personal Injury to Labour Hire Personnel and Contractors** means **Personal Injury** to:
- 1.34.1** labour hire personnel; or
- 1.34.2** a contractor or sub-contractor of the **Insured**; or
- 1.34.3** all tiers of contractors and sub-contractors below a contractor or sub-contractor; or
- 1.34.4** a director, executive officer, partner, or employee of a person or company referred to in **1.34.1**, **1.34.2** or **1.34.3** above.
- 1.35** **Personal Injury to Labour Hire Personnel and Contractors Excess** means the amount specified in the **Schedule** in relation to **Personal Injury to Labour Hire Personnel and Contractors**.
- 1.36** **Policy** means the **Schedule**, the terms of this document and any **Endorsement**.
- 1.37** **Pollutants** means any solid, liquid, gaseous, biological, radiological, nuclear, radioactive, or thermal irritant or contaminant whether occurring naturally or otherwise, including but not limited to fumes, acids, alkalis, smoke, vapour, soot, fibres, nuclear or radioactive material of any sort, chemicals, or waste materials.
- 1.38** **Premium** means the amount specified in the **Schedule**.
- 1.39** **Principal** means where the **Insured** is an individual, that individual, where the **Insured** is a firm, a partner of that firm, or where the **Insured** is a company, a director of that company.
- 1.40** **Principal Insured** means the **Insured** or if the **Insured** is more than one person or entity, the first person or entity listed as the 'Insured' in the **Schedule**.

- 1.41 Privacy and Health Records Legislation** means the *Privacy Act 2001 (Cth)* and the: *Health Records & Information Privacy Act 2002 (NSW)*, *Health Records Act 2001 (Vic)*, *Health Records (Privacy & Access) Act 1997 (ACT)* or similar legislation enacted by the other states or territories of Australia.
- 1.42 Product** means any physical property after it has left the **Insured's** custody or control, which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered, or repaired by the **Insured** or on the **Insured's** behalf, but will not include food or drink supplied by the **Insured** or on **Insured's** behalf primarily to the **Insured's Employees** as a staff benefit.
- 1.43 Property** means the tangible personal property of third parties.
- 1.44 Proposal** means the written proposal or declaration made by the **Insured** to **Keystone** containing particulars and statements together with other information provided by the **Insured**.
- 1.45 Public Relations Expenses** means the reasonable costs, charges, fees and expenses of a public relations firm or consultant engaged to prevent or limit the adverse effects of or negative publicity from a **Claim** or **Inquiry** otherwise covered under this **Policy**, which the **Insured** may engage with the prior written consent of **Keystone**.
- 1.46 Relative** means an **Insured's**:
- 1.46.1 Spouse**, domestic partner or defacto; or
  - 1.46.2** parent; or
  - 1.46.3** children or siblings; or
  - 1.46.4** the **Spouse**, domestic partner, defacto, parent, child or sibling of a **Relative** specified in **1.46.1**, **1.46.2** and **1.46.3** above; or
  - 1.46.5** a parent of an **Insured's Spouse**, domestic partner or defacto.
- 1.47 Retroactive Date** means the date specified in the **Schedule**.
- 1.48 Schedule** means the current schedule issued by **Keystone** to the **Insured**.
- 1.49 Spouse** means a lawful spouse, domestic partner (including without limitation same sex partner) or any person deriving similar status by reason of the common law or statute.
- 1.50 Statutory Liability** means pecuniary penalties imposed in the jurisdiction of Australia and pursuant to the laws of Australia.
- 1.51 Subsidiary** means a subsidiary, as defined in the *Corporations Act 2001*, of the **Insured**, which:
- 1.51.1** was a subsidiary at the commencement date of the **Period of Insurance**; or
  - 1.51.2** is created by the **Insured** during the **Period of Insurance**; or
  - 1.51.3** is a former subsidiary of the **Insured**, only in respect of civil liability arising out of any act, error or omission occurring prior to the date such subsidiary ceased to be a subsidiary of the **Insured**.
- 1.52 Terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.
- 1.53 Underwriters** means certain Underwriters at Lloyd's, led by the entity specified in the **Schedule**.

## **2. Insuring Clause A – Professional Liability**

- 2.1 Underwriters** will indemnify the **Insured** against all sums which the **Insured** become legally liable to pay for any **Claim**:
- 2.1.1** first made against the **Insured** and notified to **Keystone** during the **Period of Insurance**; and
  - 2.1.2** which arises directly from the provision of **Health Care Services** in the conduct of the **Business**; and

- 2.1.3 which is in respect of **Personal Injury** to any of the **Insured's** patients or clients caused by either:
- 2.1.3.1 an act, error or omission committed or allegedly committed by the **Insured** or on the **Insured's** behalf; or
  - 2.1.3.2 a **Good Samaritan Act** committed or allegedly committed by the **Insured** or on the **Insured's** behalf.
- 2.2 **Underwriters** will indemnify the **Insured** for **Costs** and **Expenses** incurred with **Keystone's** prior consent for the investigation, defence or settlement of any **Claim** indemnified by Insuring Clause A.

### 3. Insuring Clause B - Public and Products Liability

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- 3.1 **Underwriters** will indemnify the **Insured** against all sums which the **Insured** becomes legally liable to pay for any **Claim**:
- 3.1.1 first made against the **Insured** and notified to **Keystone** during the **Period of Insurance**; and
  - 3.1.2 which is in respect of **Personal Injury** to any third party or loss or damage to the tangible **Property** of any third party; and
  - 3.1.3 where such **Personal Injury** or loss or damage is the result of an event or an occurrence happening in connection with the **Business**, including where the occurrence arises from any **Products** supplied by the **Insured**.
- 3.2 **Underwriters** will indemnify the **Insured** for **Costs** and **Expenses** incurred with **Keystone's** prior consent for the investigation, defence or settlement of any **Claim** indemnified by Insuring Clause B.
- 3.3 For the avoidance of doubt, **Underwriters** will not indemnify the **Insured** under Insuring Clause B for any **Claim** arising out of a breach of a professional duty owed by the **Insured**, including but not limited to the **Insured's** performance of **Health Care Services** in the conduct of the **Business**.

### 4. Civil Liability Clarification

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For the avoidance of doubt the scope of cover provided under Insuring Clause A (Professional Liability) includes:

#### Competition and Consumer Act

- 4.1 any breach or alleged breach of any provision of the *Competition and Consumer Act 2010* or the equivalent section(s) of the **Fair Trading Legislation** in any state and territory but only where the **Claim** was caused directly by such a breach;

#### Confidentiality and Privacy

- 4.2 any breach or alleged breach of privacy and health records legislation;

#### Contractual Liability

- 4.3 a contractual liability, provided that any such liability is not excluded under Exclusion 7.5 *Assumed and Proportionate Liability* or any other Exclusion in this **Policy**;

#### Defamation, Libel and Slander

- 4.4 any actual or alleged defamation, libel or slander but only where, upon **Keystone's** reasonable request, the **Insured** issues an apology; or an expression of regret; or an offer to make amends under the Defamation Act as it applies in each state of Australia. If the **Insured** refuses to issue an apology or an expression of regret; or an offer to make amends, **Underwriters** will not be liable to defend or indemnify the **Insured** in respect of any **Claim** after the date of such refusal;

#### Intellectual Property

- 4.5 any infringement or alleged infringement of copyright, trademarks, registered designs or patents;

#### Liability for Acts, Errors or Omissions of Contractors, Consultants, Agents and Locums

- 4.6 acts, errors or omissions of contractors, consultants, agents or locums but excluding **Medical Practitioners**, provided that **Underwriters** will only indemnify the **Insured** for its civil liability for the **Health Care Services** provided by the contractors, consultants, agents or locums. Indemnity will not extend to the contractors, consultants, agents or locums who committed the act, error or omission, except to the extent provided for in Optional Extension [6.1 Contractors, Consultants, Agents or Locums](#).

## 5. Automatic Extensions

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The Automatic Extensions are all subject to the terms and conditions of this **Policy** unless expressly stated otherwise. The **Excess** and the **Limit of Liability** (including any sub-limits) specified in the **Schedule** apply to the Automatic Extensions and the Automatic Extensions do not increase the **Limit of Liability** nor the **Aggregate Limit of Liability**.

### Advancement of Costs and Expenses

- 5.1 **Underwriters** will advance **Costs and Expenses** incurred by **Underwriters** or the **Insured** with **Keystone's** prior written consent, as they are incurred and prior to final adjudication of a **Claim**. **Underwriters** may not refuse to advance **Costs and Expenses** by reason only that **Underwriters** considers that conduct referred to in Exclusion [7.10 Dishonest or Wilful Acts](#) has occurred, until such conduct is established by a formal written admission by the relevant **Insured** or final, non-appealable adjudication of a judicial or arbitral tribunal (other than in a proceeding brought by **Underwriters**). If and to the extent that the **Insured** is not entitled to coverage under the terms and conditions of this **Policy**, then **Underwriters** will cease to advance such costs and any amounts previously advanced will be repaid to **Underwriters**.

### Compensation for Court Attendance

- 5.2 **Underwriters** will pay the **Insured** compensation if legal advisers, acting on the **Insured's** behalf with **Keystone's** consent, require any **Principal** or **Employee** to attend court as a witness in connection with a **Claim** covered under this **Policy** first made and notified to **Keystone** during the **Period of Insurance**, but only in circumstances where the **Insured** actually pays the **Principal** or **Employee** for their time.
- 5.3 Such compensation by **Underwriters** will be at the rate equivalent to such **Principal's** or **Employee's** daily take home salary or wage up to the maximum indicated in the **Schedule** per person for each day on which attendance is required subject to the maximum indicated in the **Schedule** for all persons for any one **Claim**. All payments under this Automatic Extension will be part of and not in addition to the **Limit of Liability**.

### Continuous Cover

- 5.4 **Underwriters** will indemnify the **Insured** under Insuring Clause A and B for any **Claim** first made against the **Insured** during the **Period of Insurance** arising from circumstances of which the **Insured** were aware prior to the **Period of Insurance** notwithstanding Exclusion [7.22 Prior Reported or Known Circumstances](#), provided that:
- 5.4.1 **Keystone** on behalf of **Underwriters** were the **Insured's** allied health combined professional and general liability insurer at the time that the **Insured** first became aware of the circumstance and **Keystone** on behalf of **Underwriters** have continued to be the **Insured's** medical malpractice insurer; and
- 5.4.2 the failure to notify such facts was not a result of any fraudulent misrepresentation or fraudulent non-disclosure by the **Insured**; and
- 5.4.3 **Underwriters** will reduce its liability to the extent of any prejudice suffered because of the **Insured's** failure to notify such facts prior to the commencement of the **Period of Insurance**; and
- 5.4.4 the **Limit of Liability** under this Automatic Extension will be the lesser available under the terms of the policy in force at the time that the **Insured** first became aware of the circumstance and this **Policy**. The terms of this **Policy** will otherwise apply.

### Dishonesty

- 5.5 **Underwriters** will indemnify the **Insured** against all sums which the **Insured** becomes legally liable to pay for any **Claim** first made against the **Insured** and notified to **Keystone** during the

**Period of Insurance** arising in the conduct of the **Insured's Business** as a result of any actual or alleged dishonest or fraudulent acts or omissions of a **Principal** or **Employee**, including but not limited to **Medicare Benefits Fraud** provided that:

- 5.5.1 **Underwriters** will not indemnify any person who commits or condones any such conduct; and
- 5.5.2 no cover is provided under this Automatic Extension in respect of a **Claim** arising from or in any way connected with loss of money; and
- 5.5.3 there is no indemnity for any loss or damage sustained after the date the **Insured** first discovered any such conduct, or the date upon which the **Insured** had reasonable cause for suspicion of such conduct; and
- 5.5.4 the **Insured** will, at **Underwriters** request and expense take all reasonable steps to obtain reimbursement from any person committing or condoning such conduct; and
- 5.5.5 the amount of indemnity available under this **Policy** will be reduced by any amount equal to the sum of any monies recoverable from any person committing or condoning such conduct, any monies owed by the **Insured** to any such person, any monies held by the **Insured** and belonging to any such person, and any monies recovered by **Underwriters** from exercising **Underwriters** rights of subrogation.

5.6 **Underwriters** will indemnify the **Insured** for **Costs and Expenses** incurred with **Keystone's** prior consent for the investigation, defence or settlement of any **Claim** indemnified by this Automatic Extension.

#### Free Legal Consultation

- 5.7 The **Insured** is entitled to up to thirty (30) minutes of free legal advice from **Keystone's** appointed legal firm on any matter relating to the **Insured's Health Care Services** during the **Period of Insurance**, subject always to the following:
- 5.7.1 the **Schedule** must be presented to the appointed legal firm when requesting legal advice under this Automatic Extension. If the **Schedule** is not presented then no legal advice can be sought under this Automatic Extension; and
  - 5.7.2 entitlement to the legal advice is limited to a maximum of thirty (30) minutes per year and any unused time cannot be aggregated from one **Period of Insurance** to another; and
  - 5.7.3 **Keystone** reserve the right to change the appointed legal firm at any time. Changes to the appointed firms will be notified to the **Insured** on request; and
  - 5.7.4 the **Insured** may not seek legal advice on this **Policy** or other indemnity issues concerning insurance policies issued by **Keystone**; and
  - 5.7.5 the **Insured** authorises **Keystone** (at **Keystone's** discretion) to engage with the appointed legal firm to represent the **Insured** and authorise the appointed firm to disclose to **Keystone** any information obtained in the cause of tendering advice to the **Insured** if cover under this **Policy** is sought by the **Insured** in respect of any matter on which the **Insured** may have sought legal advice. The **Insured** waives all claims to legal professional privilege with **Keystone** to the extent necessary; and
  - 5.7.6 contacting the appointed legal firm for legal advice does not constitute a **Claim** notification under Claims Condition *8.6 Management of Claims* of this **Policy**. The **Insured** must still comply with this **Policy's** terms and conditions in relation to a **Claim** and give immediate written notice or written notice as soon as practically possible to **Keystone** within the **Period of Insurance**.

#### Inquiries

- 5.8 **Underwriters** will pay all **Costs and Expenses** incurred with **Keystone's** prior consent for the attendance by the **Insured** at any **Inquiry** provided that:
- 5.8.1 **Keystone** will have the right to appoint legal representatives to represent the **Insured** at the **Inquiry** if **Keystone** considers it to be necessary and may appoint legal representatives of **Keystone's** choice for that purpose; and
  - 5.8.2 the **Inquiry** is commenced, ordered or commissioned during the **Period of Insurance** and is notified to **Keystone** during the **Period of Insurance**.
- 5.9 **Underwriters** will not cover any legal costs associated with an appeal of a decision made as a result of an **Inquiry**. However, **Underwriters** will reimburse the **Insured** for **Costs and Expenses** incurred by the **Insured** in successfully appealing a decision made as a result of an

**Inquiry** up to a maximum of \$10,000 during the **Period of Insurance**. All payments will be part of and not in addition to the **Limit of Liability**.

**5.10** The **Excess** will apply to each and every **Inquiry**.

#### Internet Services

**5.11 Underwriters** will indemnify the **Insured** under the Insuring Clauses or the Extensions for any **Claim** in respect of the provision of **Health Care Services** by the **Insured** via the Internet provided that any such liability is not excluded under Exclusion *7.8 Cyber Act or Cyber Incident* or any other Exclusion in this **Policy**. However, this Automatic Extension will not extend to the diagnosis and/or failure to diagnose a physical and/or physiological disease unless specifically referred to and agreed by **Keystone**.

**5.12 Underwriters** will not indemnify the **Insured** for any **Claim** or **Inquiry** arising, indirectly or directly, or in any way connected with any:

**5.12.1** actual or alleged infringement of intellectual property rights; or

**5.12.2** failure by omission of the **Insured** to remove any statement or publications from any internet, intranet or extranet site; or

**5.12.3** statement or publication made to or contained on any open site or moderated site by the **Insured** or third party; or

**5.12.4** the failure of the **Insured** to hold the requisite qualifications, authorisations, registration or licenses to carry out such **Health Care Services** in the country (or the country's applicable state, territory or local council) in which the **Health Care Services** were provided to; or

**5.12.5** the failure of the **Insured** to be registered in accordance with the country (or the country's applicable state, territory or local council) in which the **Health Care Services** were provided to.

**5.13 Underwriters** will indemnify the **Insured** for **Costs and Expenses** incurred with **Keystone's** prior consent for the investigation, defence or settlement of any **Claim** indemnified by this Automatic Extension.

#### Joint Ventures

**5.14** Subject to *Condition 9.34 Material Change*, **Underwriters** will indemnify the **Insured** under the Insuring Clauses or the Extensions for any **Claim** in respect of the **Insured's** proportion of liability for the **Insured's** conduct in a joint venture, provided that the **Claim** is first made and notified to **Keystone** during the **Period of Insurance**.

**5.15 Underwriters** will not indemnify any joint venture partner.

#### Loss of Documents

**5.16 Underwriters** will pay to or on behalf of the **Insured**, reasonable costs and expenses incurred by the **Insured** for loss of or damage to **Documents** (including but not limited to **Documents** which have been destroyed, lost or mislaid after appropriate searches) which are in the **Insured's** physical custody or control, provided that:

**5.16.1** the loss of or damage is sustained and notified to **Keystone** during the **Period of Insurance**; and

**5.16.2** the indemnity for this Automatic Extension is limited to the costs, charges and expenses in restoring or replacing the lost or damaged **Documents**; and

**5.16.3** the costs, charges and expenses are supported by invoices and/or accounts submitted to **Keystone** for **Keystone's** approval; and

**5.16.4** any document kept in magnetic or electronic form is duplicated with the intention that the back-up or duplicate document be used as the basis for restoring any lost or damaged **Document** to its original status; and

**5.16.5** this Automatic Extension does not extend to indemnify the **Insured** for:

**5.16.5.1** the loss or damage to any **Document** the property of or entrusted to the **Insured** by a third party; or

**5.16.5.2** damage to any **Document** caused by normal wear and tear; or

**5.16.5.3** for corruption, theft, interference with, lack of access to electronically stored data caused or contributed to by a computer virus or a third party where such costs, charges and expenses relate to the replacement / restoration of such data after a period of more than 48 hours after the computer virus or act took place or effect.

### Newly Acquired Subsidiary

- 5.17 Subject to *Condition 9.34 Material Change*, if the **Insured** acquires a **New Subsidiary**:
- 5.17.1 that has total annual fee income (by reference to the **New Subsidiary's** most recent financial statements as at the time of acquisition) no greater than 25% of the total annual fee income of the **Insured** as disclosed in the **Proposal**, the definition of **Insured** will be extended to include such **New Subsidiary** in respect of any **Claim** first made against the **Insured** and notified to **Keystone** during the period beginning on the date of acquisition resulting from the conduct of the **Business** by such **New Subsidiary**, but not in respect of any such **Claim** resulting from any act, error, omission or occurrence occurring or committed prior to the date the **New Subsidiary** was acquired; or
- 5.17.2 that has total annual fee income (by reference to the **New Subsidiary's** most recent financial statements as at the time of acquisition) of greater than 25% of the total annual fee income of the **Insured** as disclosed in the **Proposal**, the definition of **Insured** will also include such **New Subsidiary** in respect of any **Claim** first made against the **Insured** and notified to **Keystone** during the period beginning on the date of acquisition and ending sixty (60) days thereafter or at the expiry of the **Period of Insurance**, whichever is the lesser period, resulting from the conduct of the **Business** by such **New Subsidiary**, but not in respect of any such **Claim** resulting from any act, error, omission or occurrence occurring or committed prior to the date the **New Subsidiary** was acquired. **Keystone** may, at its discretion, offer to extend cover for the **New Subsidiary**. In order for cover for such **New Subsidiary** to be extended beyond the period stated in 5.17.1 above, the **Insured** must, prior to the end of that period:
- 5.17.2.1 give **Keystone** written notice of any such acquisition together with such additional information as **Keystone** may require so that **Keystone** can exercise its discretion whether or not to extend the cover;
- 5.17.2.2 accept any notified alteration in the terms of this **Policy**; and
- 5.17.2.3 pay any additional premium required by **Keystone**;
- 5.17.3 this Automatic Extension does not extend cover:
- 5.17.3.1 to any **New Subsidiary** that is domiciled or incorporated in the United States of America or its territories or protectorates; and
- 5.17.3.2 in respect of the conduct of **Business** that are not the same as those conducted by the **Insured** and covered under this **Policy** prior to the acquisition of such **New Subsidiary**.

### Principals' Prior Business

- 5.18 Insuring Clause A – Professional Liability is extended to cover **Claims** made against any past and/or present **Principal** of the **Insured** and notified to **Keystone** during the **Period of Insurance** resulting from the conduct of business that are the same as the **Business** whilst such **Principal** was a sole practitioner, a partner of a firm or a director of a company other than the **Insured** prior to becoming a **Principal** of the **Insured**.

### Public Relations Expenses

- 5.19 **Underwriters** will indemnify the **Insured** for **Public Relations Expenses** incurred by the **Insured** during the **Period of Insurance**.
- 5.20 **Underwriters** total liability under this Automatic Extension will not exceed the amount indicated in the **Schedule** during the **Period of Insurance** and all payments will be part of and not in addition to the **Limit of Liability**.

### Reinstatement of the Limit of Liability

- 5.21 While the **Limit of Liability** for any one **Claim** remains unchanged, that if the **Limit of Liability** for either Insuring Clauses A or B is exhausted during the **Period of Insurance**, **Underwriters** agree to reinstate the **Limit of Liability** for exhausted insurance in accordance with, respectively, the **Aggregate Limit of Liability for Professional Liability** and **Aggregate Limit of Liability for Public and Products Liability** specified in the **Schedule**. However, such reinstatements will be subject always to the **Maximum Aggregate Limit of Liability for this Policy** specified in the **Schedule**.

### Run-Off Cover if the Insured Ceases to Exist or Operate

- 5.22 **Underwriters** will indemnify the **Insured** under the Insuring Clauses and the Extensions in respect of any **Claim** or **Inquiry** first made against the **Insured** and notified to **Keystone** during

the **Period of Insurance** if the **Insured** ceases to exist or operate, or are consolidated with, merged into, or acquired by any other entity, but only in respect of a **Claim** or **Inquiry** arising from events or occurrences, acts, errors or omissions occurring prior to the date that the **Insured** ceased to exist or operate, or were consolidated with, merged into or acquired by another entity.

- 5.23 Underwriters** will indemnify the **Insured's** former **Principals** and **Employees** under the Insuring Clauses and the Extensions in respect of any **Claim** or **Inquiry** first made against the **Insured's** former **Principal** or **Employee** and notified to **Keystone** during the **Period of Insurance** but only in respect of a **Claim** or **Inquiry** arising from events or occurrences, acts, errors or omissions occurring while the **Principal** or **Employee** was employed by the **Insured**.

#### Sixty Day Reporting Period

- 5.24** The **Insured** may continue to notify **Keystone** of **Claims** up to sixty (60) days after the expiry of the **Period of Insurance**, but only for **Claims** first made against the **Insured** during the **Period of Insurance** and based on any act, error or omission committed or alleged to have been committed prior to the expiry of the **Period of Insurance**.
- 5.25** Any notification to **Keystone** during this sixty (60) day reporting period will be deemed to have been first notified to **Keystone** during the **Period of Insurance**.

#### Spousal Liability

- 5.26** A **Spouse's** legal liability for compensation resulting from a **Claim** or **Inquiry** against the **Principal's Spouse** solely by reason of:
- 5.26.1** such **Spouse's** legal status as the **Insured's Spouse**; or
  - 5.26.2** such **Spouse's** ownership or interest in property that the claimant seeks to recover because of a **Claim** or **Inquiry** made against the **Insured**, will be treated for the purposes of this **Policy** as the **Insured's** liability.
- 5.27** This Automatic Extension does not apply to the extent that the **Claim** or **Inquiry** alleges any act, error or omission by the **Insured's Spouse**.

#### Statutory Liability

- 5.28 Underwriters** will pay to or on behalf of the **Insured**, **Costs and Expenses** and will also indemnify the **Insured** for **Statutory Liability** resulting from the conduct of the **Insured's Business** notwithstanding exclusions [7.11 Employment Liability](#) and [7.14 Fines, Penalties and Damages](#), but only if **Underwriters** are not legally prohibited from paying the **Statutory Liability** for the following:
- 5.28.1** any civil offence; or
  - 5.28.2** a strict liability offence in connection with the discharge, dispersal, release or escape of **Pollutants**; or
  - 5.28.3** a strict liability offence in connection with a breach of workplace health and safety law or regulation.
- 5.29** For the avoidance of doubt, this Automatic Extension does not extend to penalties issued by any board of the Australian Health Practitioner Registration Agency.
- 5.30 Underwriters** are not liable to make payment under this **Policy** in connection with any **Statutory Liability** directly or indirectly based on, arising out of or attributable to the reckless or grossly negligent conduct, or any knowing or intentional breach or violation of law, by the **Insured** which is established through a judgment or other final adjudication adverse to the **Insured**, or any admission by an **Insured**, that such conduct did in fact occur.
- 5.31 Underwriters** will not be liable for and will not provide coverage for any **Claim** or **Inquiry**:
- 5.31.1** deemed uninsurable in law; or
  - 5.31.2** for which **Underwriters** are legally prohibited at law from indemnifying an **Insured**;
- or for:
- 5.31.3** any indemnity, payment, loss, fine(s), compensation, pecuniary penalties or damages, howsoever described or alleged, that **Underwriters** are legally prohibited from paying to an **Insured** or any third person or entity, or which are uninsurable or which are imposed by law for a deliberate or intentional breach of law; or

**5.31.4** any matter deemed uninsurable or prohibited under the law applicable to this **Policy**; or  
**5.31.5** payments that are uninsurable under the law pursuant to which this **Policy** shall be construed (including pursuant to any statute prohibiting the obtaining of insurance or the making of any payment by an insurer or the making of any claim for indemnity payment by a person or entity for whom a right to claim under this **Policy** either directly or indirectly may otherwise be available, whether on behalf of that person or entity or a third person or entity).

**5.32 Underwriters** total liability under this Automatic Extension will not exceed the amount indicated in the **Schedule** during the **Period of Insurance** and all payments under this Automatic Extension will be part of and not in addition to the **Limit of Liability**.

#### Trade Fairs, Shows and Markets

**5.33 Underwriters** will indemnify the **Insured** under the Insuring Clauses or the Extensions for any **Claim** in respect of the **Insured's** attendance at a conference, trade fair, show or other similar event related to the **Business**.

**5.34 Underwriters** will indemnify the **Insured** for **Costs and Expenses** incurred with **Keystone's** prior consent for the investigation, defence or settlement of any **Claim** indemnified by this Automatic Extension.

#### Unlimited Run-Off Cover

**5.35 Underwriters** agree to continue the cover under this **Policy** beyond the **Period of Insurance** to any person insured by this **Policy** if:

**5.35.1** such person ceases to provide **Health Care Services** in connection with the **Business**; and

**5.35.2** such person has been insured with **Keystone** on behalf of **Underwriters** immediately prior to them ceasing to provide **Health Care Services** in connection with the **Business**; and

**5.35.3** such person has not notified **Keystone** of any **Claim**; and

**5.35.4** such person has confirmed the above in writing to **Keystone** prior to this **Policy's** expiry date and such person has received confirmation that the run-off cover has been activated; and

**5.35.5** the **Policy** has not been cancelled.

**5.36** This Automatic Extension only applies in relation to the conduct of the **Business** because of any act, error or omission occurring prior to the date that any such person ceases to provide **Health Care Services** in connection with the **Business**.

#### Vicarious Liability for Employed or Contracted Doctors

**5.37** For the avoidance of doubt, **Underwriters** agree to indemnify the **Insured** for the **Insured's** liability for any **Claim** arising because of the conduct of the **Insured's** employed or contracted registered **Medical Practitioners**, but only in respect of **Claims** arising from activities undertaken on the **Insured's** behalf and in the conduct of the **Business**, subject to this **Policy's** terms and conditions, including Condition [9.36 Medical Practitioners](#). Such employed or contracted registered **Medical Practitioners**, are not indemnified under this **Policy** for any individual liability arising from activities undertaken on the **Insured's** behalf.

## 6. Optional Extensions

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The following Optional Extensions are all subject to the terms and conditions of this **Policy** unless expressly stated otherwise. The **Excess** and the **Limit of Liability** specified in the **Schedule** apply to the Optional Extensions and the Optional Extensions will not increase the **Limit of Liability** nor the **Aggregate Limit of Liability**. An Optional Extension will only apply if specifically shown as included in the **Schedule**.

#### Contractors, Consultants, Agents or Locums

**6.1** The definition of **Employee** is extended to include independent contractors, consultants, agents or locums while acting on the **Insured's** behalf in the conduct of the **Business**.

### Employment Practices Liability

- 6.2 Underwriters** will indemnify the **Insured** in respect of any **Employment Claim** against the **Insured** notwithstanding Exclusion *Employment Liability 7.11.1*.
- 6.3** The following additional terms apply for the purposes of this Optional Extension only:
- 6.3.1 Insured** does not include the **Employee** making the **Claim** in respect of an **Employment Practice Breach**; and
- 6.3.2** Exclusion *Employment Liability 7.11.2* of this **Policy** will not apply to any **Claim** by an **Employee** in respect of mental anguish or emotional distress or disturbance arising out of an **Employment Practice Breach**; and
- 6.3.3** all claims which arise out of or are attributable to or are in any way connected with a single **Employment Practice Breach** will constitute a single **Claim** for the purposes of this **Policy**. A single **Employment Practice Breach** means all respective **Employment Practice Breaches** which are related or form part of a series of related conduct or form part of a course of conduct that is not entirely unconnected, different and/or unrelated; and
- 6.3.4 Underwriters** will not indemnify the **Insured** for any **Claim** or **Inquiry** arising, indirectly or directly, or in any way connected with any **Employment Related Benefits** or a breach of an express obligation of an **Insured**:
- 6.3.4.1** to make payments (including the provision of non-cash benefits); or
- 6.3.4.2** pursuant to any procedural or notification requirements in the event of termination of employment, whether such obligation arises under statute, regulation, award, contract of employment (including any arrangement or agreement collateral to any contract of employment) or any industrial, workplace or enterprise agreement or otherwise; and
- 6.3.5 Underwriters** total liability under this Optional Extension will not exceed the amount indicated in the **Schedule** during the **Period of Insurance** and all payments will be part of and not in addition to the **Limit of Indemnity**; and
- 6.3.6** a separate **Excess** will apply to each **Claim** under this Optional Extension as specified in the **Schedule**; and
- 6.3.7** the cover provided by this Optional Extension is specifically excess of any other applicable insurance. If any other insurance in respect of employment practices liability is provided by **Keystone** on behalf of **Underwriters** then the **Limit of Liability** for any and all **Claims** covered by this Optional Extension will be reduced by the **Limit of Liability** of such other insurance provided by **Keystone** on behalf of **Underwriters**.

### Fidelity

- 6.4 Underwriters** will cover the **Insured** for any loss of money, negotiable instruments, stamps, bearer bonds or coupons, bank or currency notes belonging to the **Insured** or for which the **Insured** is legally liable where such loss is sustained in consequence of any **Fraudulent Act**, provided that:
- 6.4.1** such loss is discovered by the **Insured** during the **Period of Insurance** and is notified in writing to **Keystone** within the **Period of Insurance** as soon as reasonably practicable and in any event within twenty-eight days of the date of discovery; and
- 6.4.2** there is no cover for any further losses suffered by the **Insured** after the **Insured** has become aware of any loss or any **Fraudulent Act**, or the date upon which a reasonable person would have had cause for suspicion of any loss or any **Fraudulent Act**; and
- 6.4.3** the **Insured** will, at its own cost and expense, provide such documentation and information as is, in **Keystone's** opinion, necessary to substantiate the existence of and the amount of any such loss; and
- 6.4.4** a series of related, repeated or continuous **Fraudulent Acts** of any one **Employee** or group of **Employees** acting in collusion will be treated as giving risk to a single loss for the purpose of applying the **Excess** for this Optional Extension; and
- 6.4.5** **Keystone's** total liability under this Optional Extension will not exceed the amount indicated in the **Schedule** during the **Period of Insurance** and all payments will be part of and not in addition to the **Limit of Liability**; and
- 6.4.6** for the purpose of this Optional Extension the definition of **Employee** does not include any director or **Principal** of the named **Insured** nor any individual who owns or has a beneficial or economic interest in more than five percent (5%) of the issued shares or net assets of the named **Insured**.

#### Registered Training Organisation – Student Placement Cover

- 6.5** The definition of **Employee** in this **Policy** is extended to include any student who during or prior to the **Period of Insurance** obtains practical activities experience as part of the **Insured's** course.
- 6.6** The definition of **Health Care Services** is extended to include any registered skills training or clinical education for healthcare professionals.

#### Retreats, Workshops and Seminars

- 6.7 Underwriters** will indemnify the **Insured** for any **Claim** or **Inquiry** arising directly or indirectly from or in connection with the organisation, planning or facilitation of a retreat, workshop or seminar in the conduct of the **Business** and any activities included within such retreat, workshop or seminar.
- 6.8 Underwriters** will not indemnify the **Insured** for any **Claim** or **Inquiry** arising directly or indirectly from or in connection with the following, unless otherwise agreed in writing:
- 6.8.1** any water-based activity including but not limited to surfing, canoeing, kayaking or swimming; or
  - 6.8.2** any horse, motorcycle, electric bicycle, electric scooter activity; or
  - 6.8.3** any contact sport; or
  - 6.8.4** personal training; or
  - 6.8.5** camping; or
  - 6.8.6** fishing from a boat or vessel.
- 6.9 Underwriters** will not indemnify the **Insured** for any **Claim** or **Inquiry** arising directly or indirectly from or in connection with:
- 6.9.1** any travel arrangements or tour operations unless arranged or operated by a travel agent or tour operator who is not an **Insured** or a **Relative**; or
  - 6.9.2** the **Insured's** failure to arrange event cancellation or contingency insurance for any such retreat, workshop or seminar organised, planned or facilitated by or on behalf of the **Insured**.

#### United States of America Jurisdiction

- 6.10** Exclusion *7.17 Jurisdiction Limit* is deleted in its entirety.
- 6.11** In relation to any action brought in a court of law or in respect of any judgement, award, payment or settlement within countries which operate under the laws of United States of America (or to any order made anywhere in the world to enforce such judgement, award, payment or settlement either in whole or in part), **Underwriters** total liability under this Optional Extension will not exceed the amount indicated in the **Schedule** during the **Period of Insurance** and all payments will be part of and not in addition to the **Limit of Liability**.

## 7. Exclusions

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**Underwriters** will not indemnify the **Insured** for:

#### Abuse

- 7.1** any **Claim** or **Inquiry** arising, indirectly or directly, or in any way connected with any verbal, physical or sexual abuse, assault, battery or any violence committed or alleged to have been committed by the **Insured**;

#### Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) Human Immuno-Deficiency Virus (HIV) or Hepatitis C Virus (HCV)

- 7.2** any **Claim** or **Inquiry** arising, indirectly or directly, or in any way connected with Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) Human Immuno-Deficiency Virus (HIV) or Hepatitis C Virus (HCV). However, this exclusion will not apply to:
- 7.2.1** the **Principal Insured** where an **Employee** has deliberately concealed the fact of his or her infection with AIDS and/or ARC and/or HIV and/or HCV; or
  - 7.2.2** the provision of **Health Care Services** to patients already infected with or carrying AIDS and/or ARC and/or HIV and/or HCV;

#### Alcohol, Narcotics and Intoxicants

7.3 any **Claim** or **Inquiry** directly or indirectly caused by, contributed to by, or arising out of or in connection with the **Insured** and/or any **Medical Practitioners** being under the influence of alcohol, intoxicants or narcotics;

#### Asbestos

7.4 any **Claim** or **Inquiry** arising, indirectly or directly, or in any way connected with asbestos other than in respect to the provision of **Health Care Services** for an asbestos related illness;

#### Assumed and Proportionate Liability

7.5 any **Claim** or **Inquiry**:

7.5.1 arising indirectly or directly from a contract where the **Insured** has limited their right to reduce, seek contribution from or apportion their liability to other concurrent wrongdoers under the proportionate liability legislation that applies in their State or Territory. This Exclusion only applies to the extent to which the **Insured** has assumed a liability that is greater than the liability the **Insured** would have if the proportionate liability legislation applied; and/or

7.5.2 arising indirectly or directly from a failure by the **Insured** to perform a contractual obligation and the **Claim** or **Inquiry** relates to the cost of organising another person to perform those services; and/or

7.5.3 arising indirectly or directly from any liability assumed by the **Insured** under a contract, deed or agreement which goes beyond the duty to use such skill and care as is usual in the exercise of the **Health Care Services**; and/or

7.5.4 arising indirectly or directly from any guarantee, warranty or indemnity granted by the **Insured**, or in any way connected with any liability for which the **Insured** have foregone, excluded or limited a right of recovery against any party; and/or

7.5.5 or part of a **Claim** or **Inquiry** where the **Insured** is obligated to pay for or contribute to loss attributable to the conduct of other **Medical Practitioners** who are concurrent wrongdoers;

#### Clinical Trial

7.6 any **Claim** or **Inquiry** directly or indirectly caused by, or arising out of, or in connection with a clinical trial;

#### Communicable Disease

7.7 any **Claim** or **Inquiry** arising directly or indirectly from or in connection with the actual or alleged transmission of a **Communicable Disease** in connection with the:

7.7.1 supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease; or

7.7.2 failure to prevent the spread of the disease; or

7.7.3 failure to comply with any governments' or authorities' regulations or directions; or

7.7.4 failure to report the disease to authorities.

#### Cyber Act or Cyber Incident

7.8 any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

7.8.1 **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**; or

7.8.2 loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **Data**, including any amount pertaining to the value of such **Data**; or

7.8.3 fines, penalties, mitigation costs or any other amount for actual alleged or breach of **Data Protection Law** by the **Insured** or any other party acting on behalf of the **Insured**,

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

#### Directors and Officers

7.9 any **Claim** or **Inquiry** made against a **Principal** or **Employee** where such **Claim** or **Inquiry** is made solely by reason of the person holding the position, or having acted in the position, of **Director** or **Officer** (as these terms are defined in the *Corporations Act 2001 (Cth)*) of the **Insured's** organisation or having acted in that capacity;

#### Dishonest or Wilful Acts

- 7.10 subject to Automatic Extension [5.5 Dishonesty](#), any **Claim** or **Inquiry** directly or indirectly caused by, contributed to by, or arising out of or in connection with any actual or alleged:
- 7.10.1 dishonest, fraudulent or criminal acts, errors or omissions; or
  - 7.10.2 wilful breach of any statute, contract, agreement or duty; or
  - 7.10.3 any act, error or omission committed or omitted in reckless disregard, of or by the **Insured**;

#### Employment Liability

- 7.11 any **Claim** or **Inquiry**:
- 7.11.1 in relation to, or for, an actual or alleged **Employment Practices Breach**; or
  - 7.11.2 or breach of any obligation owed by the **Insured** in the **Insured's** capacity as employer to any **Employee** or in respect of which compensation is available under any Workers' Compensation Scheme or any similar legislation;

#### Employers and Contractors must be Registered

- 7.12 any **Claim** or **Inquiry** which arose out of **Health Care Services** provided by the **Insured** or a person contracted by the **Insured** to provide **Health Care Services** where the **Insured** or the person contracted:
- 7.12.1 did not hold the requisite qualifications, authorisations, registration or licenses to carry out such **Health Care Services** as required by the Commonwealth or of any state or territory or local council or any other country (as provided by in Automatic Extension 5.11 – 5.13 *Internet Services*) in which the **Health Care Services** were provided to; or
  - 7.12.2 are required to be but were not registered in accordance with the laws of the Commonwealth or of any state or territory or local council or country (as provided by in Automatic Extension [5.11 – 5.13 Internet Services](#)) in which the **Health Care Services** were provided;

#### Excess

- 7.13 the amount as specified in the **Schedule**;

#### Fines, Penalties and Damages

- 7.14 subject to Automatic Extension [5.28 Statutory Liability](#), any fines or penalties including but not limited to civil or criminal penalties and punitive, multiple, aggravated or exemplary damages;

#### Insolvency

- 7.15 any **Claim** or **Inquiry** arising from the administration, receivership, insolvency or bankruptcy of the **Insured**;

#### Intercompany Labour

- 7.16 any **Claim** or **Inquiry** caused by or caused to an **Employee** that is conducting work for any **Subsidiary** or other business within the **Insured's** overall group. For example, an employment entity set up to service all entities within the **Insured's** overall group;

#### Jurisdiction Limit

- 7.17 any **Claim** arising from any legal proceeding brought in any court of the United States of America or their dominions and protectorates, or arising from any judgment registered or lodged in connection with such a legal proceeding or any **Inquiry** commenced, ordered, commissioned or conducted in the United States of America or their dominions and protectorates;

#### Liquidated Damages

- 7.18 any liquidated damages imposed upon the **Insured** by contract or agreement, except to the extent that the **Insured** would have been liable for that damage in the absence of any such contract or agreement;

#### Natural Hazard

- 7.19 any **Claim** arising from any **Natural Hazard**;

#### Other Insurance

- 7.20 any **Claim** or **Inquiry** for which assistance, coverage or indemnity may be available to the **Insured** by a medical defence organisation or other insurer whether or not such assistance,

coverage or indemnity is discretionary and not ultimately provided to the **Insured** by the medical defence organisation or other insurer. This **Policy** will only contribute proportionally to such other medical defence organisation or insurer in such a case;

#### **Pollution with Sudden and Accidental Write Back**

**7.21** any **Claim** or **Inquiry** directly or indirectly caused by, contributed to by, or in connection with or arising from the actual, alleged or threatened discharge, release, or escape of **Pollutants** however this exclusion does not apply if such discharge, release or escape of **Pollutants** is sudden and accidental;

#### **Prior Reported or Known Circumstances**

**7.22** any:

**7.22.1** **Claim** or **Inquiry** known by or received by the **Insured** prior to the **Period of Insurance**;

or

**7.22.2** **Claim, Known Circumstance** or **Inquiry** noted on the **Proposal** for the current **Period of Insurance** or any previous proposal; or

**7.22.3** **Claim** or **Inquiry** reported, disclosed or notified, or which ought reasonably to have been reported, disclosed or notified, to **Keystone** or any other insurer or medical defence organisation prior to the **Period of Insurance** as being either:

**7.22.3.1** a **Claim** or an **Inquiry**; or

**7.22.3.2** facts, matters or circumstances which may give rise to a **Claim** and/or an **Inquiry**;

or

**7.22.3.3** facts, matters or circumstances which may give rise to an allegation or a liability that is or may be the subject of a **Claim** or an **Inquiry**; or

**7.22.3.4** a **Claim** or **Inquiry** directly or indirectly caused by, contributed to by, or arising out of, or in connection with any **Known Circumstance**; or

**7.22.3.5** an **Inquiry** that was in progress, pending, commenced, ordered or commissioned prior to the **Period of Insurance**;

#### **Professional Instruments**

**7.23** any **Claim** or **Inquiry** directly or indirectly caused by, contributed to by, or in connection with or arising from the failure of the **Insured** to correctly handle, use or store any tool or implement which is intended to be in contact with bodily fluid or penetrate tissue in accordance with the manufacturers' instructions, and where approved by the manufacturers and by the Department of Health or equivalent to be used more than once, sterilised prior to such use:

**7.23.1** using only sterilised apparatus specifically approved by the manufacturer and in accordance with instructions, recommendations, or guidelines of such manufacturer; and

**7.23.2** in accordance with Department of Health guidelines or equivalent.

#### **Property in Physical or Legal Control**

**7.24** any **Claim** or **Inquiry** arising from damage to property owned, leased or hired or under hire purchase or on loan to the **Insured** or otherwise in the **Insured's** care, custody or control but this exclusion will not apply to liability for damage to:

**7.24.1** premises or the contents thereof temporarily occupied by the **Insured** for work therein or thereon, but no indemnity is provided for damage to that part of the property on which the **Insured** is working and which arises out of such work; or

**7.24.2** clothing and personal effects belonging to the **Insured's Employees**; or

**7.24.3** premises tenanted by the **Insured** to the extent that the **Insured** would be held liable in the absence of any specific agreement;

**7.25** **Underwriters** total liability under this coverage write back will not exceed the amount indicated in the **Schedule** during the **Period of Insurance** and all payments will be part of and not in addition to the **Limit of Liability**;

#### **Radioactivity**

**7.26** any **Claim** or **Inquiry** directly or indirectly caused by, contributed to by, or in connection with or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof. Note though, this exclusion does not apply to any **Claim** or **Inquiry** arising from the use of radium,

radium compounds or radioisotopes when used away from the place where such are made or produced and used exclusively for the provision of **Health Care Services** and in the conduct of the **Insured's Business**;

#### Refund of Professional Fees and Trading Debts

7.27 any **Claim** or **Inquiry**:

7.27.1 for refund of professional fees or charges (by way of damages or otherwise); or

7.27.2 for the **Costs and Expenses** incurred by the **Insured** or on the **Insured's** behalf in complying with any contractual obligations or making good any faulty **Product**; or

7.27.3 arising directly or indirectly from the provision of any guarantees, estimates of probable costs, estimates of probable financial savings or contract price or cost estimates being exceeded; or

7.27.4 arising from a liability to pay trading debts, trade debts or the repayment of any loan;

#### Related Parties

7.28 arising directly or indirectly from or in respect of any **Claim** brought by:

7.28.1 any **Insured**;

7.28.2 any **Subsidiary**;

7.28.3 any company or trust which is operated or controlled by the **Insured** or its nominees or trustees and in which an **Insured** has a direct or indirect financial interest;

7.28.4 any trustee of a trust of which an **Insured** or a **Relative** of an **Insured** is a beneficiary;

7.28.5 any company in which an **Insured** has or has held at least a 20% financial interest and has had or has board representation on that company;

7.28.6 any **Relative** or any company owned or controlled by a **Relative**, unless the **Health Care Services** that gave rise to the **Claim** were signed off by a **Principal** of the **Insured** who is a person not related to the **Relative**; or

7.28.7 any company, trust or person having a direct or indirect financial, executive or controlling interest in the **Insured**, unless such interest is less than 20%. This exclusion will not apply to:

7.28.7.1 a cross-claim or **Claim** brought by an **Insured** against another **Insured** for the purposes of contribution or indemnity where a claim is brought by a third party; or

7.28.7.2 a **Claim** brought by or on behalf of an **Employee** directly in relation to **Health Care Services** provided by an **Insured** to that **Employee**;

#### Retroactive Date

7.29 any **Claim** or **Inquiry** directly or indirectly caused by, contributed to by, in connection with or arising from any:

7.29.1 event or occurrence prior to the **Retroactive Date**; or

7.29.2 acts, errors or omissions committed or alleged to have been committed prior to the **Retroactive Date**;

#### Service of Alcohol

7.30 any **Claim** or **Inquiry** directly or indirectly caused by, contributed to by, or in connection with or arising from the provision of alcohol however this exclusion does not apply to one gratuitous drink provided to a client if it is legal to do so. It is the **Insured's** responsibility to ensure that the provision of one gratuitous drink is permitted by the law;

#### Territorial

7.31 any

7.31.1 **Claim** or **Inquiry** brought or maintained; or

7.31.2 **Fraudulent Act** that occurs outside of the territory limits stated in the **Schedule**.

#### Terrorism

7.32 any **Claim** or **Inquiry** arising directly or indirectly from, or in connection with any act of **Terrorism**, or any action taken in controlling, preventing, suppressing or in any way relating to an act of **Terrorism**;

#### Vehicles

7.33 any **Claim** or **Inquiry**:

7.33.1 arising from the ownership, possession or use by or on the **Insured's** behalf of any motor vehicle or trailer for which compulsory insurance is required by law, other than **Claims** arising from damage to any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking; or

7.33.2 arising from the ownership, possession or use by or on the **Insured's** behalf of any aircraft, watercraft or hovercraft;

#### War

7.34 any **Claim** or **Inquiry** directly or indirectly caused by, contributed to by, in connection with or arising from war, invasion, acts of foreign enemies, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by, or under the order of, any government or public or local authority.

## 8. Claim Conditions

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The below conditions must be followed if the **Insured** needs to make a **Claim**. Subject to the provisions of the *Insurance Contracts Act 1984 (Cth)*, **Underwriters** may not pay the **Claim**, or any payment may be reduced if the **Insured** fails to comply.

#### Co-operation and Mitigation

8.1 The **Insured** must give **Keystone** such information and assistance as **Keystone** consider necessary to:

8.1.1 determine an appropriate course of action in relation to any **Claim** or **Inquiry**; and

8.1.2 identify any parties that the **Insured** may have rights against in connection with any **Claim**.

8.2 The **Insured** must take all reasonable steps to avoid, minimise or mitigate any liability, loss or damage that is or may be the subject of a **Claim**.

8.3 Compliance with this Claims Condition will be at the **Insured's** own expense.

#### Discharge of Liability

8.4 **Underwriters** may at any time pay to the **Insured** the amount of the **Limit of Liability** remaining under this **Policy**, or any lesser amount for which such **Claim** or **Claims** can be settled, less any sums already paid in the event of a **Claim** or series of **Claims** under this **Policy**. **Underwriters** will relinquish the conduct and control of and be under no further liability in connection with such **Claims** or **Costs and Expenses** incurred after the date of such relinquishment upon the payment being made.

#### Foreign Currency

8.5 Any payments made or **Costs and Expenses** incurred in a currency other than Australian dollars will be converted to and paid in Australian dollars based upon the rate of exchange published by the Reserve Bank of Australia on the date that the payments were made or **Costs and Expenses** were incurred, or the preceding date should they be incurred on a weekend or public holiday.

#### Management of Claims

8.6 The **Insured** or the **Insured's** legal representatives must not:

8.6.1 take any action which is prejudicial to **Underwriters** interests; or

8.6.2 admit liability for or settle any **Claim**; or

8.6.3 incur any **Costs and Expenses** without **Keystone's** prior consent. **Underwriters** accept no liability for any **Costs and Expenses** incurred without **Keystone's** prior consent.

8.7 **Underwriters** will be entitled at any time, but not obligated, to take over and conduct in the **Insured's** name:

8.7.1 the defence of any suit, legal proceeding or action the subject of a **Claim**; or

8.7.2 the investigation of any **Claim**; or

8.7.3 the handling of any **Inquiry**; and may appoint legal representatives of **Keystone's** choice for these purposes.

- 8.8** Legal advisers retained by **Keystone** to act on the **Insured's** behalf for any **Claim** are at liberty to disclose to **Keystone** any information they receive in that capacity, wherever they obtain it from, including from the **Insured**. The **Insured** authorise such legal advisers to disclose this information to **Keystone** and waive all claim to legal professional privilege which might otherwise prevent those legal advisers from disclosing this information to **Keystone** by claiming under this **Policy**.
- 8.9** The legal advisers retained by **Keystone** to conduct the investigation, defence or settlement of any **Claim**, may provide advice to **Keystone** on any issue regarding **Underwriters** liability to indemnify the **Insured** and, whilst doing so, may continue to act in the investigation, defence or settlement of the **Claim** on behalf of both **Underwriters** and the **Insured**.
- 8.10** The **Insured** agrees that all communications between **Keystone** and the legal advisers retained by **Keystone** to act in the conduct of the investigation, defence or settlement of any **Claim** in relation to the **Insured's** entitlement to indemnity from **Underwriters** are privileged and confidential between **Keystone** and the legal advisers and the **Insured** agrees that the **Insured** is not entitled, under any circumstances, to access or obtain any such communications.
- 8.11** The legal advisers retained by **Keystone** to conduct the investigation, defence or settlement of any **Claim** may cease acting on the **Insured's** behalf and may continue to act on **Underwriters** behalf in relation to any dispute between **Underwriters** and the **Insured** with respect to the **Insured's** entitlement to indemnity from **Underwriters** if any actual or apparent conflict arises between the interests of **Underwriters** and the **Insured**.
- 8.12** **Underwriters** have the discretion to negotiate the settlement of any **Claim**. If **Underwriters** recommend the settlement of a **Claim** for a certain amount, and the **Claim** can be settled for that amount but the **Insured** refuses to agree to the settlement and decides to contest the **Claim**, then **Underwriters** are only liable under this **Policy** for:
- 8.12.1** the recommended settlement amount; and
  - 8.12.2** **Costs and Expenses** up to the date of the **Insured's** refusal to settle.
- 8.13** **Underwriters** may allow the **Insured** to conduct the defence of any suit, legal proceeding, or action that is the subject of a **Claim** if **Underwriters** believe that the **Claim** will not exceed the **Excess**. If **Underwriters** do this, the **Insured** is required to provide **Keystone** with regular progress reports and **Underwriters** reserve the right to take over conduct of the defence of the **Claim** at any time.

#### **Notification**

- 8.14** This **Policy** applies only to **Claims** first made against the **Insured** during the **Period of Insurance** and notified to **Keystone** during the **Period of Insurance**.
- 8.15** A **Claim** is considered to be first made against the **Insured** when the **Insured**:
- 8.15.1** receives a demand for compensation or damages or any assertion of a financial right or any other civil rights or remedies made by a third party in writing to the **Insured**; or
  - 8.15.2** receives any writ, statement of claim, summons, application or other originating legal or arbitral process, cross-claim, counterclaim or third or similar party notice served upon the **Insured** and claiming compensation, damages or other civil rights or remedies against the **Insured**.
- 8.16** The **Insured** must give written notice as soon as practically possible to **Keystone**, via the **Insured's** intermediary, but in any event within the **Period of Insurance**, in the event of a **Claim** or **Inquiry** arising under this **Policy**.
- 8.17** Notice should be given to:  
Claims Department - Keystone Underwriting Australia Pty Ltd  
104/266-268 Bay Road  
Cheltenham, VIC 3192  
Telephone: 1300 946 530  
Email: [claims@ksua.com.au](mailto:claims@ksua.com.au)

### Recoveries

- 8.18** Recoveries (whether effected by **Underwriters** or by an **Insured**), less the cost of recovery, will be distributed as follows:
- 8.18.1** first, to the **Insured** for the amount of **Claim** otherwise covered but in excess of the **Limit of Liability** less any applicable **Excess**; and
  - 8.18.2** second, to **Underwriters** for the amount paid to the **Insured** for covered **Claim**; and
  - 8.18.3** third, to the **Insured** for the applicable **Excess**.

## 9. General Conditions

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These are the conditions of the cover which apply throughout the **Policy**. There may be additional conditions under each section of cover and any applicable **Endorsements**. Subject always to the provisions of the *Insurance Contracts Act 1984 (Cth)*, the **Insured** may not receive payment for a **Claim**, a **Claim** may be reduced, or all rights to cover may be lost under this **Policy** if the **Insured** does not comply with these conditions.

Contact with the **Insured's** insurance intermediary should be made in the first instance if the **Insured** is unsure about any of these conditions or the circumstances under which the **Insured** should notify **Keystone** about any matter.

### Aggregation

- 9.1** Where more than one **Claim** and/or **Inquiry** results from a single:
- 9.1.1** event or occurrence; or
  - 9.1.2** act, error or omission,
- those **Claims** and/or **Inquiries** will be deemed by this **Policy** to be one **Claim** and/or **Inquiry** and **Underwriters** will apply this Condition when determining the **Limit of Liability** available (including any sub-limits), and the **Excess** applicable to any **Claims** and/or **Inquiries**.
- 9.2** For the purposes of Condition [9.1 Aggregation](#):
- 9.2.1** all causally connected acts, errors or omissions will jointly constitute a single act, error or omission; and
  - 9.2.2** a continuous or repeated exposure to substantially the same general conditions will constitute a single event or occurrence.

### Assignment

- 9.3** This **Policy** cannot be assigned by the **Insured**.

### Authorisation

- 9.4** The **Principal Insured** is the agent for each **Insured** and each **Insured** is bound by any statement, act or omission of the **Principal Insured** for all purposes under this **Policy**, subject to [9.38 Severability and Non-Imputation](#).

### Cancellation

- 9.5** **Keystone** may only cancel this **Policy** pursuant to the *Insurance Contracts Act 1984 (Cth)*.
- 9.6** The **Principal Insured** may cancel this **Policy** at any time by giving written notice to **Keystone**.
- 9.7** **Keystone** may retain the pro rata proportion of the **Premium**. The **Premium** will be regarded as fully earned and may be retained by **Keystone** in the event of the notification of a **Claim** or **Inquiry** which is covered under this **Policy**, or a notification pursuant to the *Insurance Contracts Act 1984 (Cth)* being given by an **Insured** prior to cancellation.

### Consideration

- 9.8** The indemnity provided by **Underwriters** under this **Policy** is in consideration of the payment of the **Premium**.
- 9.9** The **Insured** must pay the **Premium** specified in the **Schedule** for the **Period of Insurance** to **Keystone** by the due date. The due date is on or before thirty (30) days after the inception date of the **Period of Insurance** or such other time that **Keystone** agrees in writing. **Keystone** is entitled to cancel this **Policy** in accordance with the *Insurance Contracts Act 1984 (Cth)* if the **Insured** fails to pay the **Premium** by the due date.

### Deregistration, Suspension or Conditions

**9.10** The **Insured** must notify **Keystone** immediately in the event that the **Insured's** statutory registration, licence, certification or authorisation under any relevant legislation or industry code of practice governing the **Insured's** profession is cancelled, suspended or terminated, or has conditions imposed during the **Period of Insurance**. Any **Claims** arising from the conduct of the **Business** after the date of cancellation, suspension or termination are excluded from indemnity under this **Policy**. However, this Condition does not apply if the suspension relates purely to the late payment of registration fees.

### Dishonesty

**9.11** If any **Claim** made under this **Policy** shall be in any way fraudulent or if any fraudulent means or devices are used by the **Insured** (or anyone acting on the **Insured's** behalf) to obtain any benefit under this **Policy**, **Underwriters** will, without prejudice to any other right(s) that **Underwriters** may have under the **Policy**, be entitled to refuse to pay such **Claim** or loss, including any defence costs.

**9.12** Where a **Claim** is determined to be fraudulent, dishonest, malicious, or criminal, either by final and non-appealable judgment or adjudication; or the **Insured's** own admission, and **Underwriters** have advanced defence costs, **Underwriters** will seek reimbursement of any amounts paid to the **Insured** under the **Policy** including any advancement of defence costs made by **Underwriters**.

### Duty of Disclosure

**9.13** The **Insured** has a duty to tell **Keystone** anything that the **Insured** knows, or could reasonably be expected to know, before entering an insurance contract, that may affect **Underwriters** decision to insure the **Insured** and on what terms. The **Insured** has this duty until **Keystone** on behalf of **Underwriters** agree to insure the **Insured**.

**9.14** The **Insured** has the same duty before the **Insured** renews, extends, varies, or reinstates an insurance contract.

**9.15** The **Insured** does not need to tell **Keystone** anything that:

**9.15.1** reduces the risk for which the **Insured** is insured; or

**9.15.2** is common knowledge; or

**9.15.3** **Keystone** knows, or should know; or

**9.15.4** **Keystone** waives the **Insured's** duty to tell **Keystone**.

**9.16** If the **Insured** does not tell **Keystone**, **Underwriters** may if the **Insured** does not tell **Keystone** anything the **Insured** is required to tell:

**9.16.1** cancel the **Insured's** contract, or

**9.16.2** reduce the amount to be paid to the **Insured** if the **Insured** makes a **Claim**, or

**9.16.3** both the above.

**9.17** **Underwriters** may refuse to pay a **Claim** and treat the contract as if it never existed if the **Insured's** failure to tell **Keystone** is fraudulent.

### Endorsements

**9.18** An **Endorsement** does not affect or increase the **Limit of Liability**, the **Maximum Aggregate Limit of Liability for this Policy** or any other term, except to the extent specifically provided in the **Endorsement**. For the avoidance of doubt, each **Endorsement** is otherwise subject to all the terms of this **Policy**.

### Enforceability

**9.19** This **Policy** must have a **Schedule** attached to it which has been signed by an authorised officer of **Keystone** to be enforceable.

### Excess

**9.20** The **Insured** is liable to pay the **Excess** for each **Claim**, **Inquiry** and loss of **Documents** specified in the **Schedule**.

**9.21** The **Excess** is inclusive of **Costs and Expenses** and the **Insured** is liable to pay **Costs and Expenses** as they are incurred up to the amount of the **Excess**.

- 9.22 The **Excess** is net of any input tax credit which the **Insured** is or may be entitled to receive or claim under *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* when calculating the **Excess** which is payable by the **Insured** for the acquisition of goods, services or other supplies including **Costs and Expenses**.
- 9.23 The **Insured** will, if directed by **Keystone**, pay to **Keystone** (or as directed by **Keystone**), the **Excess** within seven (7) working days in the event of a **Claim** by the **Insured** under this **Policy**. Any delay, failure or refusal by the **Insured** to pay the **Excess** will entitle **Keystone** to deduct such amount from any amount(s) required to settle any **Claim** or judgment, order or any other payment to be made by **Underwriters** under this **Policy**. In the event that a failure or refusal to grant access to monies for any **Excess** results in a failure of a settlement or an increase in **Costs and Expenses**, **Underwriters** liability in connection with such **Claim** will not exceed the amount for which the **Claim** could have been so settled plus the **Costs and Expenses** incurred with **Keystone's** written consent up to the date of such failure or refusal, less the **Excess**.
- 9.24 The **Insured** will, within seven (7) working days of receipt of **Keystone's** written request, reimburse **Keystone** for such payment where **Keystone** have elected to pay all or part of the **Excess** in respect of any **Claim**.

#### Goods and Services Tax (GST)

- 9.25 **Keystone** will charge the **Insured** an amount on account of GST as part of the **Premium**. The **Insured** must inform **Keystone** of the extent to which there is an entitlement to an input tax credit for that GST amount each time that it notifies a **Claim** under this **Policy**. No payment will be made to the **Insured** for any GST liability that it may incur on the settlement of a **Claim** if it does not inform **Keystone** of its entitlement or correct entitlement to an input tax credit. Despite the other terms of this **Policy**, **Keystone's** liability to the **Insured** will be calculated taking into account any input tax credit to which the **Insured** is entitled for any acquisition which is relevant to the **Claim**, or to which it would have been entitled had it made a relevant acquisition. 'GST', 'input tax credit', 'acquisition' and 'supply' have the meaning given in *A New Tax System (Goods and Services Tax) Act 1999*.

#### Governing Law

- 9.26 This **Policy** will be governed in accordance with law of the State or Territory of Australia in which this **Policy** was issued. Any disputes relating to interpretation will be submitted to the exclusive jurisdiction of the courts of Australia.

#### Interested Party

- 9.27 If the **Schedule** includes an 'Interested Party' this is only in respect of **Personal Injury** or damage to property caused by the **Insured** in the performance of the **Business** as described above and for no other purpose. No cover is provided where such **Personal Injury** or damage to property was caused by any act, error, omission and/or negligence of the interested party, its employees, agents or servants.

#### Limit of Liability and Maximum Aggregate Limit of Liability for this Policy

- 9.28 **Underwriters** maximum aggregate liability under this **Policy** for all **Claims**, **Inquiries** and/or claims under any Extension or **Endorsement** during the **Period of Insurance** will not exceed the **Maximum Aggregate Limit of Liability for this Policy**.
- 9.29 **Underwriters** liability under *Insuring Clause A (Professional Liability)* of this **Policy** for any one **Claim**, including **Costs and Expenses**, will not exceed the **Limit of Liability** specified in the **Schedule**. **Underwriters** maximum liability is the aggregate for all **Claims**, including **Costs and Expenses**, will not exceed the **Aggregate Limit of Liability** for Professional Liability as specified in the **Schedule**.
- 9.30 **Underwriters** liability under *Insuring Clause B (Public and Products Liability)* of this **Policy** for any one **Claim**, including **Costs and Expenses**, will not exceed the **Limit of Liability** specified in the **Schedule**. **Underwriters** maximum liability for all **Claims**, including **Costs and Expenses**, will not exceed the **Aggregate Limit of Liability** for Public and Products Liability as specified in the **Schedule**.
- 9.31 A sub-limit will form part of and erode the **Limit of Liability** where that sub-limit is specified in the **Schedule** of this **Policy**.

**9.32 Underwriters** are not obliged to defend, or continue to defend any **Claim** or to pay or continue to pay **Costs and Expenses** after the **Limit of Liability, Aggregate Limit of Liability** or the **Maximum Aggregate Limit of Liability for this Policy** has been eroded.

#### Maintenance of Records

**9.33** The **Insured** must at all times:

**9.33.1** maintain accurate descriptive records of all professional services and equipment used in medical, clinical or therapeutic consultation, treatments or procedures, which records must be available for inspection and use by **Underwriters** in the investigation and/or defence of any **Claim** to which they relate; and

**9.33.2** retain all such records for at least seven (7) years from the date of consultation, treatment or procedure and, in the case of a minor, for a period of at least seven (7) years after that minor attains majority.

#### Material Change

**9.34** The **Insured** must notify **Keystone** as soon as reasonably practicable of any material change in the risk insured by this **Policy**. **Keystone** is entitled to amend the terms of this **Policy** and/or charge an additional premium based on **Keystone's** assessment of any change in the risk insured by this **Policy**. A material change in the risk includes, without limitation:

**9.34.1** activities that are materially different from those declared in the **Proposal**; or

**9.34.2** activities outside the normal activities of the **Business**; or

**9.34.3** the **Insured** being insolvent; or

**9.34.4** any loss of, or conditions imposed upon, any licence or other authority required by the **Insured** to conduct the **Business**.

**9.35** **Keystone** may at its election, instead of cancelling or avoiding this **Policy**, give notice in writing to the **Insured** that any **Claim** or **Inquiry** which has arisen or may arise which is related to such facts, activities or circumstances will be excluded from indemnity under this **Policy** in the event of **Keystone** being at any time entitled to cancel or avoid this **Policy** because of the **Insured** failing to give notice in accordance with Condition **9.34**.

#### Medical Practitioners

**9.36** At all times after the **Retroactive Date**, throughout the **Period of Insurance** and six (6) years after the expiry of the **Period of Insurance** the **Insured** must take all reasonable steps to ensure that:

**9.36.1** all **Medical Practitioners** employed by or contracted to the **Insured**, or otherwise working in or in connection with the **Business** are licensed and registered with the relevant state and/or territory **Medical Registration Board**; and

**9.36.2** all such **Medical Practitioners** are fully insured under their own policy of insurance for their own malpractice, professional errors, omissions and negligence. Reasonable steps include obtaining a copy of their license, registration, and certificate of insurance at the commencement of their role and annually thereafter.

#### Sanction Limitation Clause

**9.37** Neither **Keystone** nor the **Underwriters** shall be deemed to provide cover or be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose either **Keystone** or the **Underwriters** to any sanction, prohibition or restriction under United Nations' resolutions or the trade or economic sanctions, laws or regulations of Australia, New Zealand, the European Union, United Kingdom or United States of America.

#### Severability and Non-Imputation

**9.38** Where this **Policy** insures more than one party, any failure on the part of any of the parties will not prejudice the right of the remaining party or parties to indemnity under this **Policy**, provided that such remaining party or parties will:

**9.38.1** comply with the duty of disclosure under the *Insurance Contracts Act 1984 (Cth)*;

**9.38.2** comply with any obligation under this **Policy** (other than the obligation to pay premium);

**9.38.3** refrain from conduct which is dishonest, fraudulent, criminal or malicious;

**9.38.4** be entirely innocent of and have had no prior knowledge of any such conduct as described in **9.38.3**; and



**9.38.5** as soon as practicable after becoming aware of any such conduct as described in **9.38.3**, advise **Keystone** in writing of all its relevant circumstances.

#### **Subrogation**

**9.39 Underwriters** will become subrogated to all rights and remedies that the **Insured** may have against any party in relation to that **Claim** where **Underwriters** have paid a **Claim** under this **Policy**. The **Insured** must assist **Underwriters** (including giving evidence at any civil hearing) and provide such information and documentation (including signed statements) as **Underwriters** reasonably require in exercising such rights, at **Underwriters** request and without charge.

**9.40 Underwriters** agree not to exercise the **Insured's** rights of subrogation against any **Principal** or **Employee** of the **Insured's** unless the **Claim** is brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the **Principal** or **Employee**, notwithstanding Condition **9.38 Severability and Non-Imputation**, if any payment is made or may be made under this **Policy**.

#### **Variation of this Policy**

**9.41** No variation of this **Policy** will be effective, unless made by **Endorsement**.

## Part B – Cyber Wording

Welcome to **Keystone's** Cyber **Policy**. Please read it carefully.

**Keystone** have tried to make this **Policy** as straightforward as possible to understand and to use.

This **Policy** is a legal contract of insurance between the **Named Insured** and **Keystone**. It sets out important rights and obligations both for the **Insured** and for **Keystone**.

When reading this **Policy**, titles given above paragraphs and sections are used for convenience only, they do not form part of the **Policy** terms and do not affect the interpretation of the **Policy**.

Words in bold have the defined meanings they are given in Section 1 of the **Policy**.

The **Policy** and the **Schedule** should be read together as if they were one document. In the event of any inconsistency or uncertainty the provisions of the **Policy** will override the language of the **Schedule**.

**Keystone** have accepted risk based on the information that the **Insured** have presented to **Keystone** being a fair presentation of the **Insured's** business. If information presented by the **Insured** to **Keystone** changes prior to start of the **Period of Insurance**, the **Insured** must disclose the changes to **Keystone** before the start of the **Period of Insurance**.

If the **Insured** is unsure of what to disclose to **Keystone**, the **Insured** should contact their insurance broker who arranged this **Policy** on the **Insured's** behalf.

### Notifying an Incident

To report a **Cyber Event**, **Cyber Business Interruption Event**, **Cyber Claim** or **Media Claim** to **Keystone**, call Kennedy's Krisis hotline: (03) 9498 6688 or (02) 8215 5979.

This number is provided for the **Insured** to tell **Keystone** about actual, alleged or suspected **Cyber Events**, **Cyber Business Interruption Events**, **Cyber Claims** or **Media Claims**. Please note it is not a general IT helpline.

It is important that the **Insured** comply with their rights and obligations under this **Policy** when making or notifying an incident. Therefore, the **Insured** should familiarise themselves with the requirements set out in Section 6 of this **Policy**. Please contact the **Insured's** insurance broker should the **Insured** have any questions about the **Insured's** rights and obligations under this **Policy**, or anything else relating to it.

The **Policy** conditions oblige the **Insured** to give **Keystone**, or anyone appointed by **Keystone**, all the assistance, cooperation and information reasonably required. Ideally, as part of an initial notification, the **Insured** should provide:

- the **Insured's** name, postal and email addresses and the **Insured's** contact number
- policy number
- the date of the incident
- the cause of the incident if known
- details of loss or damage or claim value if known
- the crime reference number where applicable
- names and addresses of any other parties involved if known.

Kennedy's Krisis hotline is provided by Kennedy's incident managers who keep **Keystone** involved in matters relating to the **Insured's** incident and who are available to support the **Insured** once **Keystone** recognise the **Insured's** incident.

Kennedy's incident managers can appoint and manage other specialists (including lawyers, legal advisers, loss adjusters, IT forensics experts, forensic accountants, public relations advisers, credit and identify monitoring services providers) to help the **Insured** respond to and recover from a cyber incident.

## Incident Response Process Overview



### Contact Kennedys

Insured contacts Kennedys via:

- Krisis 24/7 hotline: (03) 9498 6688 or (02) 8215 5979
- Email: apac.cyber@kennedyslaw.com



### Initial briefing call 2 hours

- Call the insured within two hours
- Confirm insured and policy details
- Obtain a briefing on background and status of the incident
- Discuss potential service providers to be involved in response
- Discuss immediate steps to be taken



### Assemble incident response team 4 hours

- Brief **Keystone** and confirm coverage
- Engage insured and take instructions
- Assemble list of contacts
- Contact and brief IT forensics provider
- Contact other service providers as necessary



### Initial assessment 24 hours

- Make initial assessment on whether incident involves a notifiable data breach
- Provide preliminary advice to insured and **Keystone**
- Provide incident response plan for approval by all parties



### Investigation Ongoing

- Co-ordinate the investigation by IT forensics provider
- Regularly brief parties on progress



### Notification Ongoing

- Advise on whether incident involves a notifiable data breach
- Draft notifications for approval by insured and **Keystone**
- Assist with notification process



### Ongoing assistance Ongoing

- Assist with responding to regulator queries and investigations
- Advise on legal risks including likelihood of third party claims

The **Insured** and **Keystone** agree that **Keystone** will provide insurance in accordance with the terms of this **Policy** upon payment of the **Premium** as shown in the **Schedule**, and upon submission by the **Insured** of the **Proposal**, the contents of which **Keystone** will rely upon.

Paragraph titles used in this **Policy** are included for descriptive purposes only and do not form part of this **Policy** for the purposes of its construction or interpretation.

Words denoting the singular include the plural and vice versa except where the context otherwise requires.

References to statutes include any amendments thereof, regulations thereunder, re-enactments or consolidations thereof and any subsequent replacement or similarly comparable legislation.

## 1. Definitions

Whenever the following words are used in this **Policy** in bold type and with a capital letter, they have the special meanings set out below.

**1.1 Computer System** means electronic devices (including the software on such devices) for storing and processing data that are owned, operated or controlled by the **Named Insured** and/or any **Subsidiary**, including:

- 1.1.1** all connected peripheral devices; and
- 1.1.2** smartphones, tablets or similar devices.

**1.2 Cyber Business Interruption Costs** means **Income Loss** and **Extra Expense** incurred during the **Period of Restoration** after the **Waiting Period** due to the degradation, total or partial interruption or suspension of the **Insured's** business as a direct result of a **Cyber Business Interruption Event**.

**Cyber Business Interruption Costs** will not mean:

- 1.2.1** any liability to third-parties;
- 1.2.2** legal costs or expenses of any type;
- 1.2.3** costs to update, upgrade, enhance or replace any **Computer System** or program to a level beyond that which existed prior to the **Data Breach** or **Cyber Business Interruption Event**;
- 1.2.4** **Income Loss** or **Extra Expense** due to unfavourable business conditions;
- 1.2.5** costs to identify or remove software program errors or vulnerabilities; or
- 1.2.6** contractual penalties.

**1.3 Cyber Business Interruption Event** means any actual degradation, total or partial interruption or suspension of a **Computer System** as a direct result of a **Data Breach** and/or **Computer System Security Failure** and/or deliberately flooding and overloading the **Computer System** with superfluous requests.

**1.4 Cyber Claim** means:

- 1.4.1** a written assertion of liability or potential liability, or any written demand for financial compensation or injunctive relief (or any notification of a potential demand) made against the **Insured** arising out of a **Cyber Event**; and/or
- 1.4.2** a written notification of any **Regulatory Investigation** made against the **Insured** arising out of a **Cyber Event**.

**1.5 Cyber Claim Defence Costs** means all necessary fees, costs and expenses (including legal fees and the fees of forensic or other experts) incurred by **Keystone** (or by the **Insured** but only with **Keystone's** prior written consent) to investigate, defend and appeal a **Cyber Claim**.

**Cyber Claim Defence Costs** will not mean:

- 1.5.1** the **Insured's** overhead costs, general business expenses, salaries or wages incurred by the **Insured**; or
- 1.5.2** the defence of any criminal investigation, criminal action or criminal proceeding.

**1.6 Cyber Emergency Services** means the following, provided by an outside third-party appointed by **Keystone**:

- 1.6.1** legal services:
  - 1.6.1.1** providing the **Insured** with legal advice in connection with the investigation of an actual or suspected **Data Breach**;
  - 1.6.1.2** assisting the **Insured** with the preparation of notifications to regulators and impacted individuals; and
  - 1.6.1.3** determining and pursuing the **Insured's** indemnification rights under a written agreement with a third-party.
- 1.6.2** computer forensic analysis:
  - 1.6.2.1** investigating the cause of an actual or suspected **Data Breach**;
  - 1.6.2.2** determining the information impacted by a **Data Breach**; and
  - 1.6.2.3** stopping or containing a **Data Breach**.
- 1.6.3** notification services:
  - 1.6.3.1** notifying individuals, regulators or others as required by law; and
  - 1.6.3.2** voluntarily notifying individuals impacted by a **Data Breach**.
- 1.6.4** call centre services:
  - 1.6.4.1** contracting with a call centre to answer questions from individuals impacted by a **Data Breach**.
- 1.6.5** identity protection services:
  - 1.6.5.1** providing individuals impacted by a **Data Breach** with one year (or more as required by law) of services to monitor, restore and/or protect their credit or identity.
- 1.6.6** cyber extortion services:
  - 1.6.6.1** establishing the nature of the **Cyber Extortion Event** against the **Insured**;
  - 1.6.6.2** determining that the threat is genuine and not a hoax;
  - 1.6.6.3** negotiating a resolution and paying, where legal to do so a ransom demand.
- 1.6.7** crisis management and public relations services:
  - 1.6.7.1** assisting the **Insured** in re-establishing the **Insured's** business reputation;
  - 1.6.7.2** responding to media reports regarding a **Data Breach**;
  - 1.6.7.3** advising the **Insured** on reducing the likelihood or costs of any **Cyber Event Costs** otherwise covered by this **Policy**; and
  - 1.6.7.4** issuing statements via email or via the **Insured's** website regarding a **Data Breach** to non-impacted individuals.

**1.7 Cyber Event** means any actual:

- 1.7.1 Data Breach:**
  - 1.7.1.1** any personal **Data Breach** as defined under the *Privacy Act 1988 (Cth)*, as amended, or any similar legislation concerning the control and use of personally identifiable financial, medical or other sensitive information; or
  - 1.7.1.2** any acquisition, access or disclosure of confidential corporate information by a person or entity unauthorised by the **Insured**.
- 1.7.2 Computer System Security Failure:**
  - 1.7.2.1** any failure to secure the **Computer System**.
- 1.7.3 Cyber Extortion Event:**
  - 1.7.3.1** a threat from a third-party to intentionally attack the website or computer system(s) or to publicly disclose confidential corporate information or **Personally Identifiable Information** misappropriated from the **Named Insured** and/or any **Subsidiary** if money, including any form of crypto currency, is not paid.

- 1.8 Cyber Event Costs** means:
- 1.8.1** the reasonable and necessary costs to provide **Cyber Emergency Services**.
  - 1.8.2** reasonable and necessary **Data Recovery Costs**.
- 1.9 Cyber Loss/Losses** means:
- 1.9.1** **Cyber Claim Defence Costs, Damages** and **PCI Assessments** because of a **Cyber Claim** made against the **Insured**;
  - 1.9.2** **Cyber Claim Defence Costs** and **Penalties** because of a **Regulatory Investigation** initiated against the **Insured**.
- 1.10 Damages** means a monetary judgment or monetary award that the **Insured** is legally obligated to pay (including pre- or post-judgment interest and claimant's legal fees) or a monetary settlement agreed by the **Insured** and **Keystone**.

**Damages** will not mean:

- 1.10.1** fines, **Penalties**, taxes, sanctions;
  - 1.10.2** **PCI Assessments**;
  - 1.10.3** any punitive, exemplary, or multiple damages; **Keystone** will, however, pay punitive or exemplary damages to the extent they are insurable in any applicable jurisdiction that most favours coverage;
  - 1.10.4** the return or reduction of fees, commissions, profits, or charges for goods provided or services rendered;
  - 1.10.5** restitution, disgorgement of profits, or unjust enrichment;
  - 1.10.6** the cost of complying with injunctive or equitable relief;
  - 1.10.7** amounts the **Insured** agree to indemnify; however, this will not apply to amounts the **Insured** would have otherwise been liable to pay in the absence of such agreement to indemnify; or
  - 1.10.8** any coupons, discounts, prizes or other incentives (not including the **Insured's** profits), unless agreed in advance by **Keystone** at **Keystone's** discretion.
- 1.11 Data Asset** means any electronic data or software of the **Computer Systems** of the **Named Insured** and/or any **Subsidiaries**.
- 1.12 Data Recovery Costs** means:
- 1.12.1** necessary expenses incurred by the **Insured** with **Keystone's** prior consent to replace, restore or repair a **Data Asset** to the same standard as before it was damaged, destroyed, deleted, altered or corrupted as a result of a **Computer System Security Failure** or **Data Breach**;

or

- 1.12.2** with respect to a **Data Asset** that the **Named Insured** and/or any **subsidiaries** are unable to access, the lesser of the necessary expenses incurred by the **Insured** to:
  - 1.12.1.1** regain access to such **Data Asset**; or
  - 1.12.1.2** restore such **Data Asset** from back-ups or originals, or recreate from other sources, to the level or condition the **Data Asset** existed prior to the inability of the **Named Insured** and/or any **Subsidiaries** to access it;

If such **Data Asset** cannot reasonably be replaced, restored, repaired or recreated, then **Data Recovery Costs** means the necessary expenses incurred by the **Named Insured** and/or any **Subsidiaries** to reach that determination.

**Data Recovery Costs** will not mean:

- 1.12.3** amounts to identify or remediate software program errors or vulnerabilities;
- 1.12.4** the economic value of any **Data Asset**, including trade secrets;
- 1.12.5** costs to restore, update or replace any **Data Asset** to a level beyond which existed prior to the **Data Breach** or **Computer System Security Failure**;
- 1.12.6** costs to research or develop any **Data Asset**;
- 1.12.7** any liability to third-parties; or
- 1.12.8** legal costs of any type.

- 1.13 Data Subject** is a person about whom personal data is being collected, processed and stored.
- 1.14 Endorsement** means any document which is described as an endorsement to this **Policy** and intends to vary it.
- 1.15 Extra Expense** means additional costs incurred by the **Insured** to minimise the suspension or interruption of the **Insured's** business and to continue operations during the **Period of Restoration** that are over and above the costs that the **Insured** reasonably and necessarily would have incurred to conduct the **Insured's** business had no **Data Breach** or **Computer System Security Failure** occurred.
- 1.16 Excess** means the amount shown in the **Schedule** including the basis upon which such excess operates.
- 1.17 Income Loss** means loss of revenue of the **Named Insured** and/or any **Subsidiaries** minus all costs saved.
- 1.18 Indemnity Period** means the period of time shown on the **Schedule**.
- 1.19 Insured/the Insured's** means:
- 1.19.1** the **Named Insured** and any **Subsidiaries**;
  - 1.19.2** an officer or director of the **Named Insured** and/or any **Subsidiaries**, but only with respect to the performance of his or her duties as such on behalf of the **Named Insured** and/or any **Subsidiaries**;
  - 1.19.3** an employee of **Named Insured** and/or any **Subsidiaries**, including any part-time, temporary or leased employee, but only with respect to the performance of their duties as such on behalf of **Named Insured** and/or any **Subsidiaries**;
  - 1.19.4** in the event the **Named Insured** is a partnership, limited liability partnership or limited liability company, a general or managing partner, principal or owner, but only with respect to the performance of their duties as such on behalf of the **Named Insured** and/or any **subsidiaries**;
  - 1.19.5** any person who previously fell within the definition of **Insured** under the paragraphs above, but only with respect to the performance of his or her duties as such on behalf of the **Named Insured** and/or any **Subsidiaries**.
- 1.20 Keystone** means Keystone Underwriting Pty Ltd ABN 78 601 944 763 as Corporate Authorised Representative (No. 000468712) of Keystone Underwriting Australia Pty Ltd ABN 59 634 715 674 AFSL 518224 which is acting on behalf of **Underwriters**.
- 1.21 Media Claim** means:
- 1.21.1** any written assertion of liability or potential liability, or any written demand for financial compensation, or injunctive relief made against the **Insured** arising out of the **Insured's Media Materials**; or
  - 1.21.2** any written retraction or correction demand arising out of the **Insured's Media Materials**.
- 1.22 Media Claim Defence Costs** means all necessary fees, costs and expenses incurred by **Keystone** (or by the **Insured** but only with **Keystone's** prior written consent) to investigate, defend and appeal a **Media Claim** made against the **Insured**.
- Media Claim Defence Costs** will not mean:
- 1.22.1** the **Insured's** overhead costs, general business expenses, salaries or wages incurred by the **Insured**; or
  - 1.22.2** the defence of any criminal investigation, criminal action or criminal proceeding.
- 1.23 Media Losses** means:
- 1.23.1** **Media Claim defence costs**; and
  - 1.23.2** **Damages** payable because of a **Media Claim** made against **Insured**.
- 1.24 Media Materials** means content, regardless of format, created by **Insured** and distributed by **Insured** or on the **Insured's** behalf by email, intranet, extranet or website.
- Media Materials** will not mean:

- 1.24.1 content created or professional advice provided by the **Insured** for a third party;
  - 1.24.2 industrial, architectural or tangible product designs or plans;
  - 1.24.3 trading, business or company names;
  - 1.24.4 product names, product packaging, product labelling or product images;
  - 1.24.5 software products;
  - 1.24.6 patents;
  - 1.24.7 trademarks;
  - 1.24.8 domain names or URLs; or
  - 1.24.9 false or misleading advertising.
- 1.25 **Merchant Services Agreement** means any agreement between the **Named Insured** and/or any **Subsidiaries** and a credit or debit card company, credit or debit card processor, financial institution, or independent sales organisation which allows the **Named Insured** and/or any **Subsidiaries** to accept payment by credit card, debit card or prepaid card.
- 1.26 **Named Insured** means the entity named in the **Schedule**.
- 1.27 **Overall Policy Limit** means the limit shown in the **Schedule**.
- 1.28 **PCI Assessments** means all amounts that the **Insured** are legally obligated to pay under a **Merchant Services Agreement** following a **Data Breach** or **Computer System Security Failure** impacting credit, debit or prepaid card information, including:
- 1.28.1 monetary assessments (including for operational expenses and fraud recoveries) and case management fees;
  - 1.28.2 contractual fines or Penalties for non-compliance with the PCI Data Security Standards ('PCI DSS'); and
  - 1.28.3 fees for a mandatory audit following a **Data Breach** to show that the **Named Insured** and/or any **Subsidiaries** are PCI DSS compliant.
- 1.29 **Penalties** means any monetary amounts imposed in a **Regulatory Investigation** to the extent insurable by law.
- Penalties** will not mean costs to comply with injunctive relief; costs to establish or improve security or privacy practices; or audit, reporting, or compliance costs.
- 1.30 **Period of Restoration** means the time period that:
- 1.30.1 begins on the date and time that the actual interruption, suspension or degradation of the **Named Insured** and/or any **Subsidiaries'** business first occurred; and
  - 1.30.2 ends on the date and time that the actual interruption, suspension or degradation of the **Named Insured** and/or any **Subsidiaries'** business ends, or could have ended had **Insured** acted with due diligence and dispatch provided that in no event will the **Period of Restoration** exceed the **Indemnity Period**.
- 1.31 **Period of Insurance** means the period of time shown on the **Schedule**.
- 1.32 **Personally Identifiable Information** means any information from which an individual may be reasonably identified or contacted including an individual's name, telephone number, email address, tax file number, healthcare data, passport details, drivers licence or any other non-public personal information as defined under legislation or regulation (including any amendments thereto) concerning the control and use of Personally Identifiable Information.
- Personally Identifiable Information** does not include information that is lawfully available to the general public for any reason, including government records.
- 1.33 **Policy** means the **Schedule**, the terms of this document and any **Endorsement**.
- 1.34 **Premium** means the amount specified in the **Schedule**.
- 1.35 **Regulatory Investigation** means a request for information or an assertion of liability by a governmental entity in its official capacity.
- 1.36 **Schedule** means the schedule attaching to and forming part of this **Policy**, including any **Policy** schedule substituted for the original schedule, duly signed and dated by our authorised officer.

**1.37 Sublimit** means a limit as shown in the **Schedule** concerning a particular insuring section. A **Sublimit** is part of the aggregate **Policy** limit.

**1.38 Subsidiary** means:

- 1.39.1** any entity in which, on or prior to the effective date of the **Period of Insurance**, either directly or indirectly through one or more **Subsidiaries**, the **Named Insured**:
- 1.39.1.1** owns more than fifty percent (50%) of the issued and outstanding voting securities or;
  - 1.39.1.2** has the right to elect or appoint such entity's board of directors or equivalent management structure ('effective control');
- 1.39.2** any entity of which the **Named Insured** acquires effective control, and whose revenues:
- 1.39.2.1** do not exceed 10% of current annual revenues of the **Named Insured**; or
  - 1.39.2.2** if they do exceed 10% of current annual revenues of the **Named Insured**, but only if within 60 days of such acquisition the **Named Insured**:
    - 1.39.2.2.1** provides **Keystone** with written notice of such acquisition and any related information; and
    - 1.39.2.2.2** pays **Keystone** any additional premium and accepts any special terms, conditions, and exclusions that **Keystone** require.

However, this **Policy** will only cover **Cyber Event Costs**, **Cyber Business Interruption Costs**, **Cyber Losses** and **Media Losses** resulting from acts, errors, omissions, incidents or events occurring while the **Named Insured** had effective control of such **Subsidiary**.

An entity is no longer a **Subsidiary** once the **Named Insured** ceases to have effective control of such entity (either directly or indirectly, through one or more **Subsidiaries**).

This **Policy** will not respond to **Cyber Event Costs** or **Cyber Business Interruption Costs** incurred or **Cyber Claims** or **Media Claims** made against an entity after it ceases to be a **Subsidiary**.

**1.39 Underwriters** means certain Underwriters at Lloyd's participating in this contract of insurance.

**1.40 Waiting Period** means the period of time shown in the **Schedule**.

## 2. Insuring Clauses

**Keystone** agree to provide **Insured** the cover set out below, subject to the **Overall Policy Limit** and subject to any applicable **Sublimits**, the **Waiting Period**, the **Excess** and all the terms, conditions, limitations and exclusions of this **Policy**. **Keystone** do so in consideration of the **Premium** **Keystone** have charged and in reliance on the information that **Insured** have provided to **Keystone**.

### Cyber Event

**2.1** If, during the **Period of Insurance** the **Insured** discovers and notifies **Keystone** of a **Cyber Event**, in response **Keystone** will:

- 2.1.1** appoint suitably qualified professional(s) from **Keystone's** panel to perform **Cyber Emergency Services** for the **Insured**; and
- 2.1.2** pay the **Insured's** **Cyber Event Costs**.

### Cyber Business Interruption Event

**2.2** If, during the **Period of Insurance** the **Insured** discovers and notifies **Keystone** of a **Cyber Business Interruption Event**, **Keystone** will pay the **Insured's** **Cyber Business Interruption Costs**.

### Cyber Claims

- 2.3 If, during the **Period of Insurance**, a **Cyber Claim** is made against the **Insured** and the **Insured** reports it to **Keystone** during the **Period of Insurance**, **Keystone** will pay the **Insured's Cyber Losses**.

### Media Claims

- 2.4 If, during the **Period of Insurance**, a **Media Claim** is made against the **Insured** and the **Insured** reports it to **Keystone** during the **Period of Insurance**, **Keystone** will pay the **Insured's Media Losses**.

## 3. Optional Extension

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An Optional Extension will only apply if specifically shown as included in the **Schedule**.

### Definitions Specific to this Cyber Financial Loss Optional Extension

- 3.1 For the purposes of this Optional Extension the definition of **Cyber Event** is amended to include **Cyber Financial Loss Event**.

**Cyber Financial Loss Event** means the loss, theft or transfer of the funds, monies or securities of:

- 3.1.1 the **Named Insured** and/or any **Subsidiaries**; or
- 3.1.2 others in the care, custody, or control of the **Named Insured** or any **Subsidiaries** that is the result of:
  - 3.1.1.1 a **Computer System Security Failure**; or
  - 3.1.1.2 fraud committed by any electronic impersonation of the **Insured**.

- 3.2 For the purposes of this Optional Extension the definition of **Cyber Event Costs** is amended to include **Cyber Financial Losses**.

**Cyber Financial Losses** means the value (net of any recoveries) of the lost, stolen or transferred funds, monies or securities as a result of a **Cyber Financial Loss Event**. The value of any **Cyber Financial Loss** will be based on the value of the funds, monies or securities at the time the **Named Insured** and/or any **Subsidiary** was defrauded or the transfer took place.

- 3.3 **Tested** means:

- 3.1.1 a method of authenticating:
  - 3.1.1.1 the identity of the originator of an instruction, message, information or payment; and
  - 3.1.1.2 the contents of an instruction, message, information or payment; and
  - 3.1.1.3 that the contents of an instruction, message, information or payment have not been altered or modified during transmission,
- 3.2 including the use of digital signatures, public key cryptography, asymmetric cryptography, a Personal Identification Number (PIN), or other similar technologies or encryption methods; and
- 3.2.1 the use of a call back to an authorised person, other than the individual initiating the communication, to authenticate the contents of a communication where such communication is a voice communication made over the telephone or by Voice over Internet Protocol (VoIP), or other forms of Internet Protocol or broadband telephony; and
- 3.2.2 in relation to communications with private customers or clients, the use of pre-agreed security information.

### Amendment Specific to this Cyber Financial Loss Optional Extension

- 3.4 The following Exclusion is deleted for the cover provided under this Optional Extension only:
- 3.4.1 based upon or arising out of any actual or alleged loss, theft or transfer of the **Insured's**

funds, monies or securities, or the funds, monies, or securities of others in the **Insured's** care, custody, or control, or in the care, custody or control of any third-party for whom the **Insured** is legally liable, including the value of any funds, monies or securities transferred by the **Insured** or others on the **Insured's** behalf.

#### Conditions Specific to this Cyber Financial Loss Optional Extension

- 3.5** The following are conditions precedent to **Keystone's** payment of any **Cyber Financial Losses** under this **Policy**:
- 3.5.1** **Keystone** must inform, or allow **Keystone** to inform, the appropriate law enforcement authorities of the **Cyber Financial Loss**;
  - 3.5.2** the **Insured** must keep **Keystone** fully informed of all developments concerning the **Cyber Financial Loss**; and
  - 3.5.3** any recoveries of **Cyber Financial Losses** will first be paid to **Keystone** to reimburse **Keystone** for amounts paid under this Optional Extension.
  - 3.5.4** the **Insured** must be able to demonstrate to **Keystone** that any instructions received by the **Insured** were **Tested** prior to being actioned.

#### Exclusions Specific to this Cyber Financial Loss Optional Extension

- 3.6** This **Policy** does not apply to and **Keystone** will have no obligation to pay any **Cyber Financial Loss Event** based upon or arising out of any:
- 3.6.1** account withdrawal or funds transfer made by the absence of or failure to have a clear segregation of duties and procedures in connection an account withdrawals or fund transfers in excess of \$1,000 in value;
  - 3.6.2** funds transfers to a new account unless there has been an independent method of authenticating the contents of a communication. For the avoidance of doubt an email instruction to transfer funds to a new account needs to be tested by a phone call to confirm the request is authentic.

## 4. Exclusions

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This **Policy** does not apply to and **Keystone** will have no obligation to pay any **Cyber Event Costs, Cyber Business Interruption Costs, Cyber Losses** and/or **Media Losses**:

- 4.1** based upon or arising out of any **Cyber Claims** or **Media Claims** against any person made by or on behalf of:
  - 4.1.1** the **Insured**; however, this exclusion will not apply to a **Cyber Claim** brought by an employee alleging injury resulting from a data breach;
  - 4.1.2** any entity in which the **Insured** directly or indirectly holds more than a 15% ownership interest, or that the **Named Insured** and/or any **Subsidiary** directly or indirectly manages, controls, or operates, in whole or in part; or
  - 4.1.3** any person or entity that directly or indirectly holds more than a 15% ownership interest in the **Named Insured** and/or any **Subsidiaries**, or that directly or indirectly owns, manages, controls, or operates the **Named Insured** and/or any **subsidiaries**, in whole or in part;
- 4.2** based upon or arising out of any actual or alleged failure or interruption of service provided by an internet service provider, telecommunications provider, utility provider or other infrastructure provider;
- 4.3** based upon or arising out of any actual or alleged repair, upgrade, correction, recall, replacement, withdrawal, removal or disposal costs incurred by the **Insured** or others;
- 4.4** based upon or arising out of:
  - 4.4.1** any prior or pending litigation, **Cyber Claim** and/or **Media Claim**, written demand, arbitration, administrative or regulatory investigation which was filed or commenced against the **Insured** and of which the **Insured** had notice prior to the first date of the **Period of Insurance** shown in the **Schedule**;

- 4.4.2 any actual or alleged matter that prior to the first date of the **Period of Insurance** with **Keystone** that the **Insured** knew or reasonably ought to have known would be likely to lead to a **Cyber Event, Cyber Business Interruption Event, Cyber Loss** and/or **Media Loss**; or
- 4.4.3 any **Cyber Event, Cyber Business Interruption Event, Cyber Loss** and/or **Media Loss**, or potential **Cyber Loss** and/or potential **Media Loss** which has been the subject of any written notice given under any other insurance policy before the inception of this **Policy**;
- 4.5 with respect to **Cyber Extortion Services** only, based upon or arising out of a fraudulent or criminal act committed by or in collusion with an employee, member, trustee, director or officer of the **Named Insured** and/or any **Subsidiaries**;
- 4.6 with respect to **Business Interruptions Costs** and **Data Recovery Costs** only, based upon or arising out of:
  - 4.6.1 any seizure, confiscation, nationalisation, destruction or loss of use of **Computer Systems** or **Data Assets** due to any action by a government body;
  - 4.6.2 the bankruptcy, financial impairment or insolvency of the **Named Insured** and/or any **Subsidiaries** or other person or entity;
  - 4.6.3 ordinary wear and tear or gradual deterioration of the physical components of a **Computer System**; or
  - 4.6.4 based upon or arising out of physical cause or nature peril, including, but not limited to, fire, wind, water, flood, subsidence, earthquake or act of God;
- 4.7 based upon or arising out of any actual or alleged loss, theft or transfer of the **Insured's** funds, monies or securities, or the funds, monies, or securities of others in the **Insured's** care, custody, or control, or in the care, custody or control of any third-party for whom the **Insured** are legally liable, including the value of any funds, monies or securities transferred by the **Insured** or others on the **Insured's** behalf;
- 4.8 based upon or arising out of any contractual liability or obligation; however, this exclusion will not apply to:
  - 4.8.1 **Cyber Event Costs** or **Cyber Losses** resulting from a **Data Breach**;
  - 4.8.2 the extent the **Insured** would have been liable in the absence of such contract or agreement; or
  - 4.8.3 any obligation of the **Named Insured** and/or any **Subsidiaries** to indemnify a third-party in connection with a **Data Breach** or **Computer System Security Failure** committed by the **Insured** or by anyone on the **Insured's** behalf;
- 4.9 based upon or arising out of any actual or alleged:
  - 4.9.1 collection of **Personally Identifiable Information** by the **Insured** (or others on the **Insured's** behalf) without the knowledge or permission of the persons to whom such information relates; or
  - 4.9.2 the use, by the **Insured** or (others on the **Insured's** behalf) of **Personally Identifiable Information** in violation of any law;
- 4.10 based upon or arising out of any actual or alleged unfair competition, deceptive trade practices, restraint of trade or antitrust legislation or regulation; however, this exclusion will not apply to a **Regulatory Investigation** resulting from a **Data Breach** or **Computer System Security Failure**;
- 4.11 based upon or arising out of any actual or alleged false or misleading advertisement;
- 4.12 based upon or arising out of any actual or alleged collusion, extortion, or threatened violence, violation of racketeering or conspiracy law. This exclusion will not apply to **Cyber Extortion Services**;
- 4.13 based upon or arising out of any:
  - 4.13.1 fraudulent, dishonest, criminal, malicious or reckless conduct or conduct intended to cause harm to another person or business;
  - 4.13.2 intentional **Computer System Security Failure** or **Data Breach**;
  - 4.13.3 any knowing or wilful violation of a law;

**4.13.4** any gaining of any profit, remuneration or financial or non-financial advantage by the **Insured** to which the **Insured** were not legally entitled to, but only if committed by a board member, trustee, director or officer of the **Named Insured** and/or any **Subsidiaries** or committed by another whose conduct or violation of the law a board member, trustee, director or officer of the **Named Insured** and/or any **Subsidiaries** have ratified or actively condoned.

This exclusion will not apply to any **Cyber Claim** or **Media Claim** unless such conduct or wilful violation of law has been established by a final adjudication in any judicial, administrative, or alternative dispute resolution proceeding, or by the **Insured's** own admission in a proceeding or otherwise, at which time the **Insured** will reimburse **Keystone** for all payments made in connection with such conduct or wilful violation of the law, and **Keystone's** duties in respect of that entire **Cyber Claim** and/or **Media Claim** will cease;

- 4.14** based upon or arising out of any actual or alleged:
  - 4.14.1** violation of any taxation or securities legislation or regulation(s);
  - 4.14.2** breach of any fiduciary duty owed by the **Insured**; or
  - 4.14.3** liability or breach of any duty or obligation owed by Insured as an employer; however, this exclusion will not apply to a **Cyber Claim** resulting from a **Data Breach** involving **Personally Identifiable Information** provided that no Board Director or executive officer of a **Named Insured** and/or any **Subsidiary** participated or colluded in such **Data Breach**;
- 4.15** based upon or arising out of any actual or alleged disputes with any of the present or former directors, officers, trustees, partners, joint venturers, employees, agents, or independent contractors of the **Named Insured** and/or any **subsidiaries** concerning ownership of or the exercise of rights relating to information, content, material, or services supplied to the **Insured** by any of them;
- 4.16** based upon or arising out of any actual or alleged:
  - 4.16.1** harassment, wrongful termination, retaliation or discrimination; or
  - 4.16.2** liability or breach of any duty or obligation owed to the **Named Insured** and/or any **Subsidiaries** and/or its shareholders by any current or former board members, trustees, directors or officers of the **Named Insured** and/or any **Subsidiaries**;
- 4.17** based upon or arising out of any actual or alleged pollution, contamination, seepage or toxic exposure;
- 4.18** based upon or arising out of any actual or alleged damage to, or destruction or loss of use of any tangible property; however, this exclusion will not apply to damage to, loss of or destruction of electronic data;
- 4.19** based upon or arising out of proceedings brought against the **Insured** in any Court of Law in the United States of America or Canada;
- 4.20** based upon or arising out of bodily injury;
- 4.21** based upon or arising out of advertising services performed by the **Insured** on the **Insured's** internet website on behalf of others;
- 4.22** based upon or arising out of the sale of non-public data to any third party without the permission of the **Data Subject**;
- 4.23** based upon or arising out of any actual or alleged theft, infringement, dilution, violation or misappropriation of any patent or trade secret. However, this exclusion will not apply to any **Cyber Claims** or **Media Claims** alleging the inadvertent disclosure of a trade secret;
- 4.24** based upon or arising out of war including undeclared or civil war, terrorism, warlike action by a military force or other authority using military personnel or other agents, or insurrection, rebellion, revolution, riot, usurped power or action taken by governmental authority or any other political or terrorist organisation in hindering or defending against any of these;
- 4.25** based upon or arising out of any actual or alleged:

- 4.25.1 breach of any warranty, guarantee, or promise of fitness or suitability, whether express or implied; or
  - 4.25.2 inaccurate, inadequate or incomplete description of the price of any goods or services offered by the **Insured**; or
  - 4.25.3 failure of any goods, products or services to conform with an advertised quality or performance;
- 4.26 based upon or arising out of the **Insured** storing payment card details;
- 4.27 based upon or arising out of the **Insured** collecting personally identifiable information relating to race, political or religious beliefs; sexual orientation; or criminal convictions;
- 4.28 based upon or arising out the failure of the **Insured** to have password protection on any portable computing device or media containing data in an electronic format (such as laptops, tablets, smartphones and memory sticks), unless the data stored on such device or media are stored in an encrypted format;
- 4.29 based upon or arising out the failure of the **Insured** to use commercially licensed antivirus software.

## 5. Conditions

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These are the conditions of the cover which apply throughout the **Policy**. There may be additional conditions under each section of cover and any applicable **Endorsements**. The **Insured** may not receive payment for a claim, a claim may be reduced, or all rights to cover may be lost under this **Policy** if the **Insured** does not comply with these conditions.

Contact with the **Insured's** insurance intermediary should be made in the first instance if the **Insured** is unsure about any of these conditions or the circumstances under which the **Insured** should notify **Keystone** about any matter.

### Generally

- 5.1 Whether entirely or partly covered by this **Policy** and regardless of whether the allegations against the **Insured** are well-founded, **Keystone** have the right (but are not required) to defend and settle any **Cyber Claim** or **Media Claim** made against the **Insured** and appoint lawyers or other representatives for this purpose.
- 5.2 **Keystone's** rights and obligations in relation to the defence and settlement of any **Cyber Claim** and **Media Claim** end upon exhaustion of the **Overall Policy Limit**.
- 5.3 The **Insured** must pay any applicable **Excess** or bear any applicable **Waiting Period** before **Keystone** pay the **Insured's Cyber Event Costs, Cyber Business Interruption Costs, Cyber Losses** or **Media Losses**. The **Insured** agrees that **Excesses** cannot be insured and must be borne by the **Insured**.
- 5.4 Regardless of the number of:
- 5.4.1 **Cyber Events** and/or **Cyber Business Interruption Events** discovered by the **Insured** and reported to **Keystone**; and/or
  - 5.4.2 **Cyber Claims** and/or **Media Claims** that may be made against the **Insured** and reported to **Keystone**,
- the maximum amount **Keystone** will pay for all **Cyber Event Costs, Cyber Business Interruption Costs, Cyber Losses** and **Media Losses** is the **Overall Policy Limit**.
- 5.5 **Keystone** may, at **Keystone's** sole discretion, advance payment of **Cyber Event Costs, Cyber Losses** and/or **Media Losses** before the **Insured** pays the **Excess**, provided the **Insured** will reimburse **Keystone** as soon as **Keystone** request the **Insured** to do so.
- 5.6 The **Insured's** bankruptcy or insolvency will not relieve **Keystone** of **Keystone's** obligations under this **Policy**.

## Cover in Respect of Connected Events, Losses and Claims

5.7 For the purposes of this **Policy**:

5.6.1 **Keystone** will consider all **Cyber Events, Cyber Business Interruption Events, Cyber Claims** and/or **Media Claims** arising from any single or related common nexus of fact (series of linking connections), circumstance, situation, event, transaction, cause or series of causally connected facts, events, circumstances or transactions to be:

5.6.1.1 a single **Cyber Event** or **Cyber Business Interruption Event** discovered on the date the first such **Cyber Event** or **Cyber Business Interruption Event** was discovered by the **Insured**;

5.6.1.2 a single **Cyber Claim** and/or **Media Claim** made against the **Insured** on the date the first such **Cyber Claim** and/or **Media Claim** was made against the **Insured**; and

5.6.1.3 reported to **Keystone** on the date the first **Cyber Event, Cyber Business Interruption Event, Cyber Claim** or **Media Claim** was properly reported to **Keystone** pursuant to Section 6.1 below.

## Assuming and Pursuing the Insured's Rights

5.8 If **Keystone** make a payment to the **Insured** or on the **Insured's** behalf under this **Policy** and the **Insured** has rights to recover some or all of that payment from a third party, **Keystone** will assume those rights.

5.9 It is therefore important that the:

5.8.1 **Insured** does everything that may be necessary to secure and preserve any subrogation rights; and

5.8.2 the **Insured** do not do anything to prejudice subrogation rights without obtaining **Keystone's** consent.

5.10 The **Insured** will execute all pages required and do everything necessary to secure and preserve such rights including execution of documents necessary to enable **Keystone** to effectively bring proceedings in the **Insured's** name.

Any recovery up to the amount **Keystone** have paid under this **Policy** will be paid to **Keystone** first. Any remaining amounts will be paid to the **Insured**.

## GST Payments

5.11 This section applies when **Keystone** make a payment to the **Insured** (or on behalf of the **Insured**) under the **Policy** for the acquisition of goods, services or other supplies. If **Keystone** make such payment, **Keystone** will reduce that payment by the amount of any input tax credit that the **Insured** are, or will be, or would have been entitled to, under *A New Tax System (Goods & Services Tax) Act 1999 (Cth)*, in relation to the acquisition, regardless of whether that acquisition is actually made.

## Cancellation

5.12 This **Policy** will terminate at the earliest of the following times, subject to any applicable laws at the expiry of the **Period of Insurance** as set out in the **Schedule**:

5.11.1 as agreed between the **Named Insured** and **Keystone**;

5.11.2 cancellation:

5.11.2.1 the **Named Insured** may cancel this **Policy** by giving **Keystone** 30 days' notice at any time. If there are no **Cyber Events, Cyber Business Interruption Events, Cyber Claims** or **Media Claims** notified to **Keystone** under the **Policy**, **Keystone** will refund the unearned premium for the unexpired **Period of Insurance**, on a pro rata basis;

5.11.2.2 **Keystone** may cancel this **Policy** in any of the circumstances set out in the *Insurance Contracts Act 1984 (Cth)*. If **Keystone** cancel the **Policy**, the cancellation will take effect 60 days from the time **Keystone** receive the **Named Insured's** notification of cancelling the **Policy**. If **Keystone** cancel this **Policy**, **Keystone** will refund the premium for the unexpired

**Period of Insurance** on a pro rata basis, except where a claim or circumstances has been notified to **Keystone** during the **Period of Insurance**, in which case no premium will be refunded.

#### Sanctions Limitation Clause

**5.13** Neither **Keystone** nor the **Underwriters** shall be deemed to provide cover or be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose either **Keystone** or the **Underwriters** to any sanction, prohibition or restriction under United Nations' resolutions or the trade or economic sanctions, laws or regulations of Australia, New Zealand, the European Union, United Kingdom or United States of America.

#### Valuation and Foreign Currency

**5.14** All amounts payable under this **Policy** are expressed and payable in Australian currency. If a payment is required under this **Policy** in a currency other than Australian dollars (such as a payment in respect of **Damages** or settlement), then that payment will be:

**5.13.1** made in Australian dollars; and

**5.13.2** calculated at the cash rate of exchange for the purchase of Australian dollars in accordance with the Reserve Bank of Australia at the rate applicable on the date the final judgment is reached, the amount of the settlement is agreed upon or the other element of loss is due, respectively.

#### In the Event of a Dispute

**5.15** **Keystone** agree that prior to the initiation of any litigation or other proceedings, any dispute between the **Insured** and **Keystone** arising out of, or relating to, this **Policy** will be referred to a qualified mediator in good faith to negotiate a resolution.

**5.16** In the event **Keystone** fail to pay an amount claimed under the **Policy** and mediation cannot resolve the dispute, at the **Insured's** request, **Keystone** will agree to submit to a court of competent jurisdiction within the Commonwealth of Australia. **Keystone's** agreement does not constitute a waiver of **Keystone's** rights.

**5.17** **Keystone** appoint the person named in the **Schedule** to accept service of process on **Keystone's** behalf.

**5.18** This **Policy** is governed by the laws of the Commonwealth of Australia and any legal proceedings between the **Insured** and **Keystone** concerning its operation are subject to the exclusive jurisdiction of the courts of the Commonwealth of Australia.

**5.19** Both **Keystone's** and the **Insured's** respective rights and obligations will be interpreted in accordance with the provisions of the *Insurance Contracts Act 1984 (Cth)*.

#### Confidentiality

**5.20** The existence and terms of the **Policy** will be confidential as between the **Insured** and **Keystone** and will not be published or disclosed except where:

**5.19.1** the law requires disclosure in the **Insured's** financial statements or annual reports of the payment of **Premium**;

**5.19.2** the **Insured** has engaged advisors to assist with the **Insured's** insurance requirements (including the **Insured's** lawyer or broker); or

**5.19.3** **Keystone** provide written consent to the **Insured** concerning the disclosure of the existence and/or terms of this **Policy**.

#### Cooperation

**5.21** The **Insured** agrees to provide **Keystone** with all information, assistance and cooperation **Keystone** (and **Cyber Emergency Services** professionals and defence counsel) may reasonably request concerning any **Cyber Event**, **Cyber Business Interruption Event**, **Cyber Claim** and/or **Media Claim** made on the **Policy**. This includes attending hearings and assisting in securing documents, evidence and witnesses.

- 5.22** The **Insured** agrees to do nothing that may prejudice **Keystone's** rights (actual or potential) under the **Policy**.

#### **Dishonesty**

- 5.23** If any claim made under this **Policy** shall be in any way fraudulent or if any fraudulent means or devices are used by the **Insured** (or anyone acting on the **Insured's** behalf) to obtain any benefit under this **Policy**, **Keystone** will, without prejudice to any other right(s) that **Keystone** may have under the **Policy**, be entitled to refuse to pay such claim or loss, including any defence costs.
- 5.24** Where a claim is determined to be fraudulent, dishonest, malicious, or criminal, either by final and non-appealable judgment or adjudication; or the **Insured's** own admission, and **Keystone** have advanced defence costs, **Keystone** will seek reimbursement of any amounts paid to the **Insured** under the **Policy** including any advancement of defence costs made by **Keystone**.

#### **Duty of Disclosure**

- 5.25** The **Insured** has a duty to tell **Keystone** anything that the **Insured** knows, or could reasonably be expected to know, before entering an insurance contract, that may affect **Keystone's** decision to insure the **Insured** and on what terms. The **Insured** has this duty until **Keystone** agrees to insure the **Insured**.
- 5.26** The **Insured** has the same duty before the **Insured** renews, extends, varies, or reinstates an insurance contract.
- 5.27** The **Insured** does not need to tell **Keystone** anything that:
- 5.19.4** reduces the risk for which the **Insured** is insured; or
  - 5.19.5** is common knowledge; or
  - 5.19.6** **Keystone** knows, or should know; or
  - 5.19.7** **Keystone** waives the **Insured's** duty to tell **Keystone**.
- 5.28** If the **Insured** does not tell **Keystone**, **Keystone** may if the **Insured** does not tell **Keystone** anything the **Insured** is required to tell:
- 5.19.8** cancel the **Insured's** contract, or
  - 5.19.9** reduce the amount to be paid to the **Insured** if the **Insured** makes a claim, or
  - 5.19.10** both the above.
- 5.29** **Keystone** may refuse to pay a claim and treat the contract as if it never existed if the **Insured's** failure to tell **Keystone** is fraudulent.

#### **Other Insurances**

- 5.30** If any claim made under this **Policy** is also insured under any other policy of insurance entered into by the **Insured** or effected on the **Insured's** behalf or under which the **Insured** are a beneficiary, then to the extent permissible under the *Insurance Contracts Act 1984 (Cth)*, **Keystone** will only cover such claim under this **Policy** (subject to the **Policy** conditions) to the extent that the amount of it is in excess of the amount of such other insurance.
- 5.31** The **Insured** agrees to provide **Keystone** with a copy of all other policies of insurance the **Insured** hold that may respond to the claim submitted on this **Policy**.

## **6. The Insured's Rights and Obligations**

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The **Insured** cannot change, modify, or transfer any interest that the **Insured** have under this **Policy** unless these changes are made by written amendment to this **Policy** and agreed by **Keystone**.

#### **The Events, Losses and Claims to Notify and When to do so**

- 6.1** The **Insured** should notify **Keystone**, as soon as practicable and before the end of the **Period of Insurance** of any:
- 6.14.1** **Cyber Event**
  - 6.14.2** **Cyber Business Interruption Event**

- 6.14.3 Cyber Claim or Media Claim** of which a board member, trustee, director or officer, in-house counsel, risk manager, chief technology officer, chief information officer, or chief privacy officer of the **Named Insured** and/or any **Subsidiaries** has awareness.
- 6.2** The **Insured** must not make any payment, incur any expense, admit any liability or assume any obligation in relation to any **Cyber Event, Cyber Claim or Media Claim** without **Keystone's** prior consent.
- 6.3** Notifying **Keystone** as soon as is practicable is important. Timely notification allows **Keystone** the opportunity to appoint suitably qualified professionals to provide the **Insured** with **Cyber Emergency Services** and assistance in a timely fashion, potentially mitigating the **Insured's Cyber Event Costs, Cyber Business Interruption Costs, Cyber Loss, and/or Media Loss**.
- 6.4** In the event **Keystone** cannot agree with the **Insured** on the extent or proportion of harm, **Keystone** will appoint, at **Keystone's** expense, a mediator to resolve the disagreement, following the process at 5.15 – 5.19 above.

#### How to Notify Keystone of Cyber Events, Losses and Claims

- 6.5** The **Insured** must provide **Keystone** with full, timely, and accurate information about all matters, **Cyber Events, Cyber Business Interruption Events, Cyber Claims, and/or Media Claims** notified to **Keystone** under this **Policy**.
- 6.6** If the **Insured**, or anyone on the **Insured's** behalf, tries to deceive **Keystone** by deliberately giving false information in connection with a notification, **Keystone** will be immediately relieved of all **Keystone's** obligations relating to it.
- 6.7** If **Keystone** have accepted notice of any matter, **Cyber Event, Cyber Business Interruption Event, Cyber Claim, and/or Media Claim** under this **Policy**, then the **Insured** must at the **Insured's** expense:
- 6.7.1** give **Keystone**, or anyone appointed by **Keystone**, all the assistance, cooperation and information reasonably required;
- 6.7.2** do anything reasonably requested by **Keystone** to avoid, minimise, or resolve any matter, **Cyber Event, Cyber Business Interruption Event, Cyber Claim, and/or Media Claim** including paying the **Excess** when requested by **Keystone**.

#### The Insured's Additional Obligations Specific to Cyber Extortion Services

- 6.8** The following are conditions precedent to **Keystone's** payment of any **Cyber Extortion Services** under this **Policy**. The **Insured** must:
- 6.8.1** inform, or allow **Keystone** to inform, the appropriate law enforcement authorities of the nature of the illegal threat and ransom demand, including when and against whom it was made;
- 6.8.2** keep **Keystone** fully informed of all developments concerning the **Cyber Extortion Event** and must obtain **Keystone's** agreement regarding the amount, timing and manner of any ransom payment prior to any ransom payment being made. In such event, at least one trustee, director, or officer of the **Insured** must agree to the ransom payment.

#### The Insured's Additional Obligations that are Specific to Cyber Business Interruption Costs

- 6.9** The following are conditions precedent to the payment by **Keystone** of any **Cyber Business Interruption Costs**. The:
- 6.9.1** **Insured** must complete, sign and submit to **Keystone** the **Keystone Business Interruption Proof of Loss** form within 60 days of the **Insured's** discovery of a **Cyber Business Interruption Event**.
- 6.9.2** **Insured's** costs incurred in establishing or proving **Cyber Business Interruption Costs**, including preparing any proof of loss, are not covered under this **Policy**.
- 6.9.3** **Insured** will be accountable to the tax authorities for Goods and Services Tax payable under *A New Tax System (Goods & Services Tax) Act 1999 (Cth)* and all terms under this **Policy** in relation to **Cyber Business Interruption Costs** will be exclusive of such tax.

#### If the Insured has a Change in Ownership

- 6.10** The **Named Insured** must notify **Keystone** as soon as practicable if the **Named Insured** and/or any **Subsidiaries** merge with, or, are acquired by another business.
- 6.11** In that event, coverage under this **Policy** will continue until the end of the **Period of Insurance**, but only with respect to **Cyber Event Costs**, **Cyber Business Interruption Costs**, **Cyber Claims** and/or **Media Claims** arising from acts, events or incidents occurring prior to the merger or acquisition. Coverage will cease with respect to any **Cyber Event Costs**, **Cyber Business Interruption Costs**, **Cyber Claims** and/or **Media Claims** arising from acts, events or incidents occurring after the merger or acquisition.

#### Option to Purchase Additional Notification Time

- 6.12** If this **Policy** is cancelled by the **Named Insured** or by **Keystone** or, if **Keystone** decline to invite renewal terms, the **Named Insured** has the option to purchase the Optional Notification Period Amendment.
- 6.13** The Optional Notification Period Amendment provides the **Insured** with a stated number of days beyond the date of cancellation or non-renewal during which the **Insured** can notify **Keystone** of:
- 6.13.1** **Cyber Events** and/or **Cyber Business Interruption Events** first discovered by the **Insured** during the Optional Notification Period providing they occurred prior to the cancellation or non-renewal date; and/or
  - 6.13.2** **Cyber Claims** and/or **Media Claims** first made against the **Insured** during the Optional Notification Period and arising out of **Cyber Events** or **Cyber Business Interruption Events** providing the relevant **Cyber Event** occurred prior to the cancellation or non-renewal date or the relevant **Media Materials** were created or distributed prior to the cancellation or non-renewal date.
- 6.14** The right to purchase the Optional Notification Period will lapse if the **Named Insured** does not:
- 6.14.1** within 30 days of the cancellation or non-renewal date, notify **Keystone** of their intention to purchase the Optional Notification Period Amendment; and
  - 6.14.2** pay the additional premium.
- 6.15** The effective dates of the Optional Notification Period are shown in the Optional Notification Period Amendment.
- 6.16** Purchasing the Optional Notification Period Amendment does not increase the **Overall Policy Limit**. The limit of cover available in respect of any **Cyber Event** or **Cyber Business Interruption Event** discovered by the **Insured** and in respect of any **Cyber Claim** or **Media Claim** made against the **Insured** during the Optional Notification Period will be the amount of the **Overall Policy Limit** or, what remains of the **Overall Policy Limit**, as at the date of cancellation or non-renewal.
- 6.17** The right to purchase an Optional Notification Period Amendment will not apply if:
- 6.17.1** this **Policy** is cancelled by **Keystone** for non-payment of **Premium**;
  - 6.17.2** the **Premium** for this **Policy** has not been fully paid; or
  - 6.17.3** the **Insured** has purchased replacement coverage.

## Important Information

This Policy is issued by:

Keystone Underwriting Pty Ltd ABN 78 601 944 764 (Keystone)

Keystone Underwriting Pty Ltd is a Corporate Authorised Representative (No. 000468712) of:

Keystone Underwriting Australia Pty Ltd ABN 59 634 715 674 AFS License No: 518244

This document is designed to assist in the understanding of important issues. The Insured should contact their insurance adviser with any questions or if assistance is required.

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### Who is the Insurer?

Certain Underwriters at Lloyd's ("Underwriters") will be providing the financial service. Keystone is authorised to quote, bind and issue Certificates of Insurance under a Binding Authority Agreement (Binder) granted to Keystone by those Underwriters. Keystone acts as agent for the Underwriters in performing its duties under the Agreement. Keystone will provide details of the syndicate numbers and the proportions underwritten by them on request.

### General Insurance Code of Practice

Lloyd's supports the General Insurance Code of Practice and its purpose of raising the standards of practice and service in the general insurance industry.

### What makes up the Insurance Contract?

This contract of insurance is made up of the Schedule, this Policy and any Endorsements that Keystone issues when an application is accepted or an existing Policy is renewed or amended.

### Significant Features, Benefits and Exclusions

This Policy provides many significant features and benefits, subject to Conditions and Exclusions. Exclusions apply to this Policy and all of them are important. It is important that this Policy is read carefully to be aware of and understand the extent of cover that it offers. It will give full details of the Exclusions.

### Significant Risks

The Insured should make sure that the sum insured and the limits to be purchased will be sufficient. All the terms and conditions contained in this Policy need to be understood.

### Claims Made Policy

This Policy is issued by Keystone on a claims made and notified basis. This means that it only covers claims first made against an Insured during the Period of Insurance and notified to Keystone in writing during the Period of Insurance. The Policy does not provide cover for any claims made against an Insured during the Period of Insurance if at any time prior to the Period of Insurance starting, an Insured was aware of facts which might give rise to those claims being made against them.

Section 40(3) of the *Insurance Contracts Act 1984* provides that where an Insured gives notice in writing to an insurer during the Period of Insurance of facts that might give rise to a claim against the Insured, the insurer cannot refuse to pay a claim which arises out of those facts, by reason only that the claim is made after the Period of Insurance has expired.

### Retroactive Liability

This Policy is limited by a Retroactive Date. The Policy does not cover any liability arising from an Insured's conduct prior to the Retroactive Date.

### Alteration to Risk and Deregistration

This Policy requires an Insured to notify Keystone within thirty (30) days of any material change to the business, or in the event of insolvency or bankruptcy. This Policy requires an Insured to give immediate notice of the cancellation, suspension, termination or imposition of conditions in respect of an Insured's statutory registration. Claims arising from conduct which occurs subsequent to the cancellation, suspension or termination of the Insured's statutory registration, licence, certification or authorisation under any relevant legislation or industry code of practice governing the Insured's profession are excluded from indemnity under this Policy. However, this condition does not apply if the suspension relates purely to the late payment of registration fees.

### Doctrine of Utmost Good Faith

Every insurance contract is subject to this doctrine which requires the parties to the contract to act toward each other with the utmost good faith. Failure to do so may prejudice any claims and/or the continuation of the insurance contract.

### The Insured's Duty to Not Make a Misrepresentation - (this applies to consumer insurance contracts only)\*

The Insured has a duty under the Insurance Contracts Act 1984 (ICA) to take reasonable care not to make a misrepresentation to Keystone and Underwriters (the Insured's duty). The Insured's duty applies only in respect of a policy that is a consumer insurance contract, which is a term defined in the ICA.

The Insured's duty applies before the Insured enters the policy, and before the Insured renews, extends, varies, or reinstates the policy. The Insured may be asked questions, answers to which Keystone and Underwriters will use to decide whether to insure the Insured and anyone else to be insured under the policy, and on what terms. The Insured's answers to the questions must be truthful, accurate and complete to ensure the Insured meets the Insured's duty.

### If the Insured does not meet the Insured's Duty

Underwriters may:

- be able to cancel the Insured's contract, or
- reduce the amount to be paid to the Insured if the Insured makes a claim, or
- both the above.

Underwriters may be able to refuse to pay a claim and treat the contract as if it never existed if the Insured's failure is fraudulent.

### Duty of Disclosure - (this does not apply to consumer insurance contracts)\*

The Insured has a duty to tell Keystone anything they know, or could reasonably be expected to know, may affect Keystone's and Underwriters decision to provide cover and on what terms, before entering into an insurance contract. This duty continues until Keystone and Underwriters agree to provide insurance. The same duty applies before renewal, extension, variance or reinstatement of an insurance contract.

### Limits of Disclosure

The Insured does not have to disclose to Keystone and Underwriters any matter:

- that diminishes the risk to be undertaken by Keystone and Underwriters; or
- that is of common knowledge; or
- that Keystone and Underwriters knows or, in the ordinary course of Keystone's and Underwriters business, ought to know; or
- for which Keystone and Underwriters have given a waiver.

### Non-Disclosure

Keystone may cancel the Policy or Underwriters may reduce the amount paid to the Insured if a claim is made, or both if the Insured does not tell Keystone anything they are required to. Underwriters may refuse to pay a claim and treat the contract as if it never existed if the Insured's failure to tell Keystone is fraudulent.

\* From Schedule 1, Part 1 Insurance Contracts Regulations 2017. A "Consumer Insurance Contract" is a policy of insurance that is wholly or predominantly obtained for personal, domestic, or household purposes.

**Change of Circumstances**

The terms and conditions of this Policy will be based on information the Insured provided to Keystone. It is essential Keystone are advised of any material change that occurs to this

information prior to the inception of this Policy. Failure to do so by the Insured may prejudice any subsequent claims under the Policy and/or jeopardise the continuation of the insurance contract.

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**Buying Insurance**

Set out below are important matters that apply to the initial enquiry, buying of insurance, and renewal of cover. Defined terms are the same as in the Policy.

**Information that Keystone ask**

Keystone will only ask for and consider relevant information when assessing the Insured's application for cover.

**Assessing Applications**

The Insured will have access to information that Keystone has relied on in assessing their application and an opportunity to correct any mistakes or inaccuracies. Keystone may decline to release information in special circumstances, but will not do so unreasonably. Keystone will give reasons in these circumstances, and the Insured will have the right to request Keystone to review the decision through Keystone's complaints handling procedures. Keystone will provide reasons in writing upon request.

**Mistakes**

Keystone will immediately initiate action to correct an error or mistake in assessing the Insured's application for cover where it is identified.

**Misrepresentation**

Keystone's sales process will be conducted in a fair, honest and transparent manner.

**Declining Cover**

If Keystone cannot provide insurance cover, Keystone will:

- (a) give reasons; and
- (b) refer the entity/person seeking insurance to another insurer, AFCA or NIBA, for information about alternative insurance options (unless they already have someone acting on their behalf).

Keystone will make available information about Keystone's complaints handling procedures if the entity/person is unhappy with Keystone's decision.

**Policy Information**

Information about Keystone's policy wordings will be available when the Insured buy insurance from Keystone as well as on request.

**Subrogation**

The Insured may prejudice their rights regarding a claim if, without prior approval from Underwriters, the Insured makes an agreement with a third party that would prevent Underwriters from recovering any applicable loss (in whole or in part) from that, or another party.

This Policy contains provisions that have the effect of excluding or limiting Underwriters liability for a claim under this Policy if you have entered into any agreement that excludes, limits or delays the Insured's right to recover damages from another party in respect of such claim.

**Cost of Policy**

The cost of this Policy is made up of premium plus any applicable policy fees, government taxes and charges. Keystone may cancel this Policy if the Insured fails to pay the total premium due.

**Deductibles**

The Insured may be required to pay a deductible or excess if a claim is made under this Policy. Details of applicable deductibles or excess are provided in the Schedule. This Policy sets out the terms relating to the payment of deductibles or excesses.

**Taxation**

All taxes and charges are shown as separate items (e.g. fire and emergency services levy, stamp duty depending upon location and GST).

**Cooling-off Period**

The Insured has the right to cancel this Policy with Keystone within 14 days of the date that the Policy incepted, unless a claim is made. Keystone will refund the full amount of the premium less any duties or taxes payable if this cancellation occurs during the cooling-off period. This Policy will be terminated from the date Keystone receive the request to cancel.

**Making a Claim**

Benefits are payable if the Insured suffers a loss that is covered under this Policy during the Period of Insurance, except if an Exclusion or Condition applies. The Insured must immediately notify Keystone or their insurance adviser if there is a loss under this Policy.

**Cancelling the Policy Before the Due Date**

The Insured may cancel this Policy at any time by notifying us in writing, detailing the date that the cancellation will take effect. Keystone will refund any unearned premium to the Insured or their insurance adviser within 15 working days after the date of cancellation unless a claim has been made. Unearned premium will be computed pro rata for the unexpired term of this Policy, unless agreed in advance through the insurance adviser and set out in this Policy.

**Privacy**

Keystone are committed to safeguarding and protecting the Insured's privacy. Keystone is bound by the provisions of the *Privacy Act 1988* which sets out the standards to meet in the collection, use and disclosure of personal information.

The Act defines "personal information" as "information or an opinion about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion".

**Purpose of Collection**

Keystone will only use personal information the Insured provides to quote on and insure risks and matters incidental thereto, including investigating and managing claims.

It may be necessary for Keystone to provide the Insured's personal information to others, such as other insurers or reinsurers, claims investigators, lawyers and other professionals, and government bodies. Keystone will not under any circumstances trade, rent or sell the information.

Keystone cannot properly quote insurance and Underwriters cannot insure the Insured if they do not provide Keystone with complete, accurate and up-to-date information. If the Insured provide Keystone with personal information about anyone else, Keystone will rely on the Insured to have told them that their information will be provided to Keystone, to whom Keystone may provide it, the purposes for which Keystone will use it and that they can access it. Keystone relies on the Insured to have obtained their consent on these matters if the information is sensitive.

**Access to Information**

The Insured can check the personal information Keystone holds about them at any time. Requests for access can be made in writing to:

The Privacy Officer  
Keystone Underwriting Australia Pty Ltd  
104/266-268 Bay Road  
Cheltenham, VIC 3192

Keystone will keep the Insured informed of any delays in responding to the Insured's request throughout the process.

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

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

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 Keystone Underwriting Australia Pty Ltd in the first instance:

The Complaints Officer  
Keystone Underwriting Australia Pty Ltd  
104/266-268 Bay Road  
Cheltenham, VIC 3192  
Phone: 1300 946 530  
Email: [complaints@ksua.com.au](mailto:complaints@ksua.com.au)

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  
Email: [jdaustralia@lloyds.com](mailto:jdaustralia@lloyds.com)  
Telephone: (02) 8298 0783  
Post: Level 32, 225 George Street, Sydney NSW 2000, Australia

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:

Telephone: 1800 931 678  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Post: GPO Box 3 Melbourne VIC 3001  
Website: [www.afca.org.au](http://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.

The Underwriters accepting this Insurance agree that:

(i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;

(ii) any summons notice or process to be served upon the Underwriters may be served upon:

*Lloyd's Underwriters' General Representative in Australia*  
Level 32  
225 George Street  
Sydney NSW 2000

who has authority to accept service on the Underwriters' behalf;

(iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

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

Claims Department - Keystone Underwriting Australia Pty Ltd  
104/266-268 Bay Road  
Cheltenham, VIC 3192  
Telephone: 1300 946 530  
Email: [claims@ksua.com.au](mailto:claims@ksua.com.au)

The amount of Premium specified herein is the amount due to the Underwriters and any commission allowed by them is to be regarded as remuneration of the Broker/Coverholder placing this Insurance.