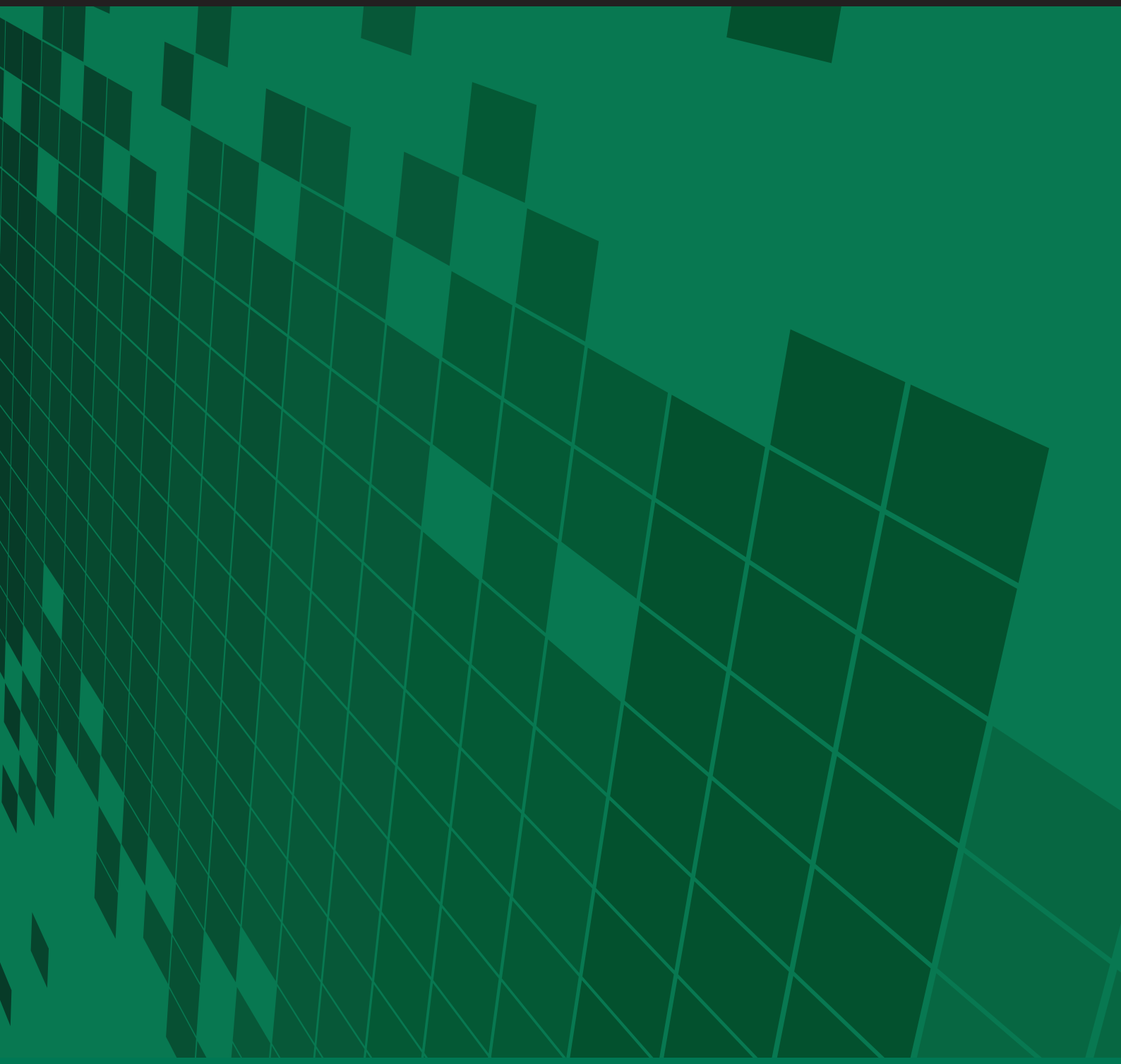
Cyber Event Protection

Product Disclosure Statement and Contract



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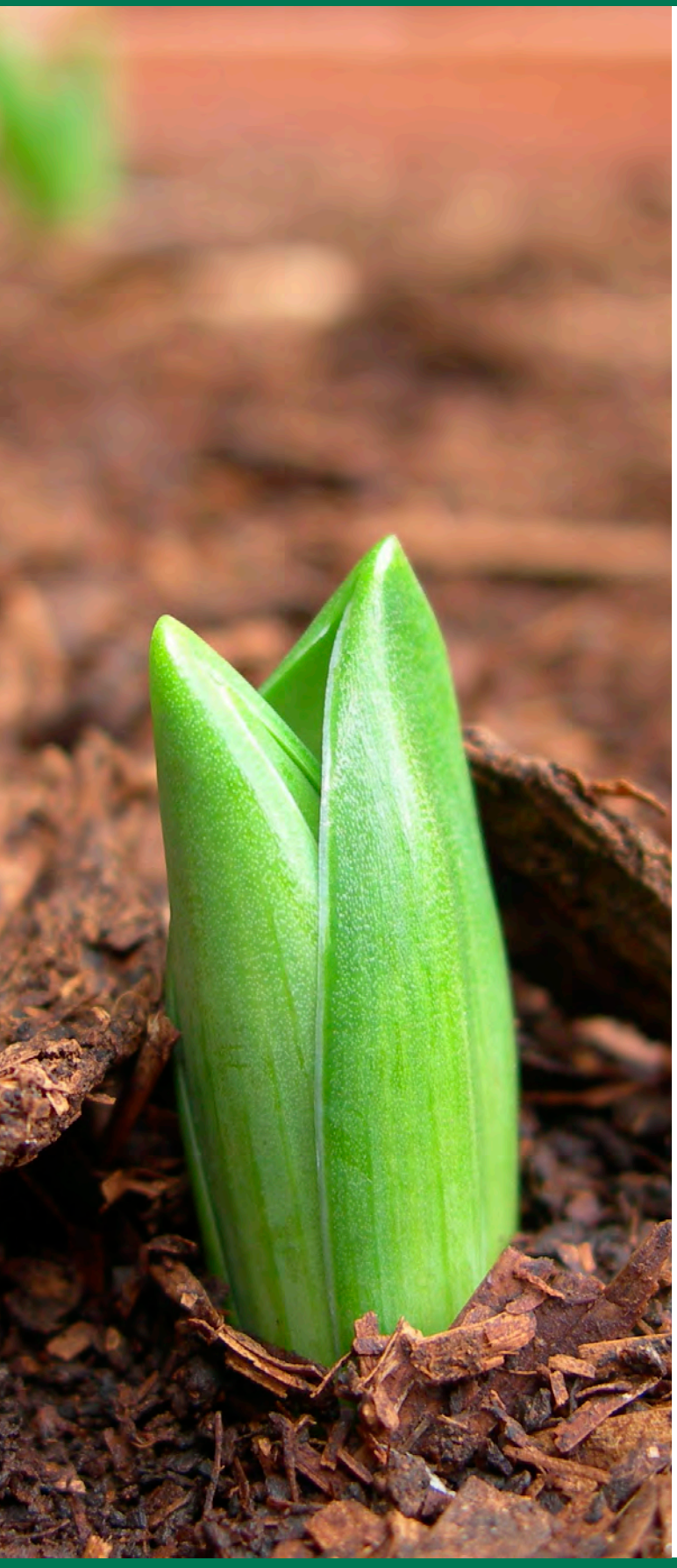

Contents

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Your Product Disclosure Statement and Contract

This document is a Product Disclosure Statement (PDS) and contains important information about the **cyber event** protection **contract** we offer. This Product Disclosure Statement was prepared on 23 March 2015.

The contract is issued by Emergence Insurance Group Pty Ltd ABN 30 601 360 089 as Authorised Representative No. 001000422 of The Hollard Insurance Company Pty Ltd (Hollard) ABN 78 090 584 473, AFSL 241 436. Contact details are:

Email	contractadmin@emergenceinsurance.com.au
Telephone	02 9253 6600
Postal address	Locked Bag 2010, St Leonards, NSW, 1590

The PDS, together with the **schedule** and any other documents **we** send to **you** forms **your contract** with **us**. The PDS is designed to help **you** decide if the cover provided is right for you. For that reason it is important that everyone who is to be insured, reads and understand this PDS before applying for this insurance.

This **contract** does not cover **your** physical assets such as damage to **your** computers. This **contract** helps **you** with losses to **your business** and to others where physical property is not involved.

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How this contract works

Your contract is made up of seven sections:

Section A responds to a **cyber event** to **your business** and covers reasonable costs to bring **your business** back to the condition it was immediately before the **cyber event**. These costs are called **impact on business costs**.

Section B covers the losses others may suffer because of a **cyber event** in **your business** or because the data **you** hold or manage gets into the wrong hands. The **contract** pays the losses suffered by others who make a **claim** against **you** as well as the costs reasonably incurred by **you** to manage and prevent **loss**.

Section C sets out the **cyber event response costs** that **we** pay in responding to a **cyber event**.

Section D covers **impact on business costs** incurred as a result of an outage of **your** external suppliers' business caused by a **cyber event**.

Section E explains the meaning of defined words used in the **contract**. These words may be used in one or more sections of the **contract**. The meaning of the words "**cyber event**" is also explained.

Section F sets out what the **contract** does not cover. These are the contract's exclusions.

Note: If a claim arises from the rendering or failure to render professional services or a media liability, these are not covered. You should speak to your insurance broker about whether you need such cover.

Section G explains what **you** must do if there is a **cyber event**.

There are also General Conditions which **you** have to comply with under this **contract**.

It is important to understand the type of cover you have purchased. Not every financial loss caused by a **cyber event** is covered under the **contract**. The type of losses covered are set out in Sections A, B, C and D.

It is also important that **you** understand the **limits** of cover in respect of Sections A, B, C and D of the **contract**.

Important information

It is important that **you** read and understand the following:

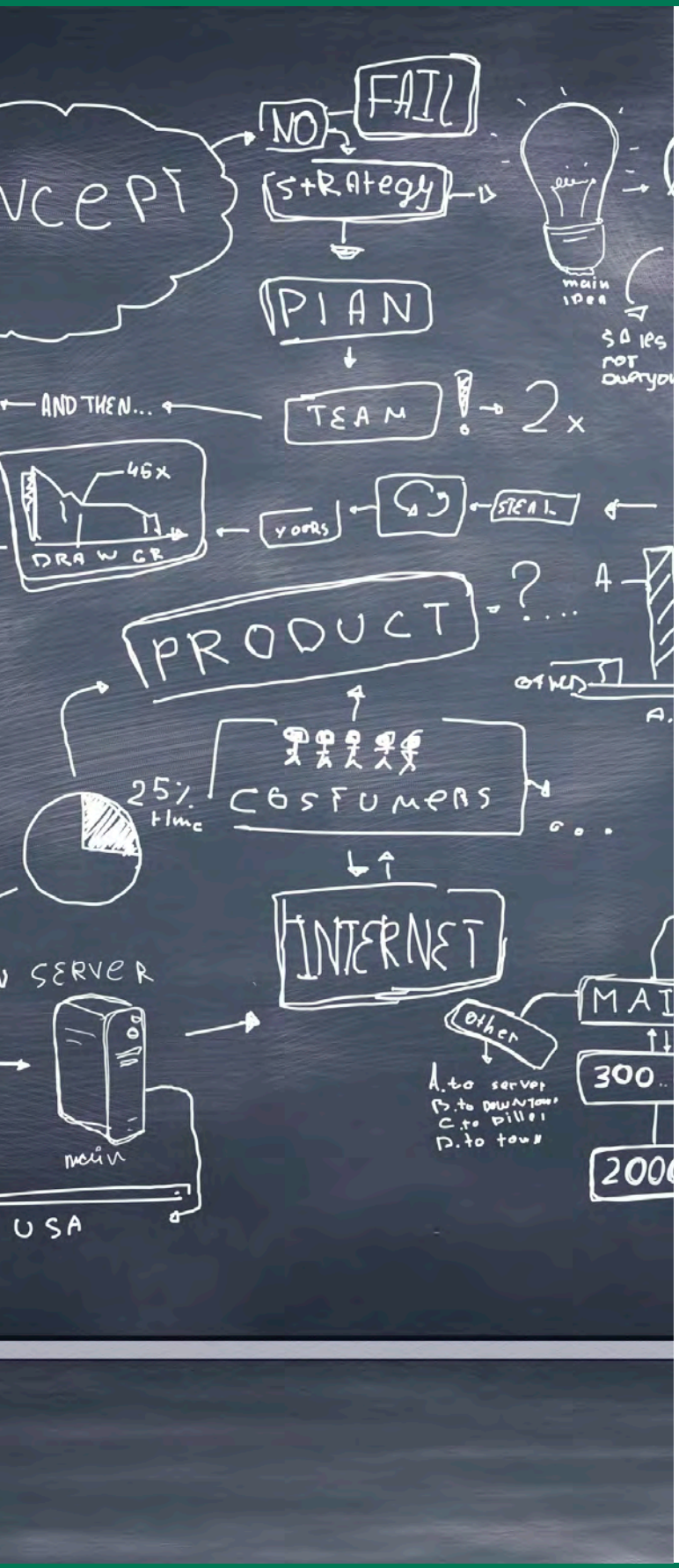
Claims made notice

Section B of this **contract** is issued on a 'claims made and notified' basis. This means that Section B responds to:

a. claims first made against **you** during the **contract period** and notified to **us** during the contract period, provided that **you** were not aware at any time prior to the commencement of the **contract** of circumstances which would have put a reasonable person in your position on notice that a **claim** may be made against him/her; and:

b. written notification of facts pursuant to Section 40(3) of the Insurance Contracts Act 1984 (Cth). Effectively, the facts that **you** may decide to notify are those which might give rise to a **claim** against **you** even if a claim has not yet been made against **you**. Such notification must be given as soon as reasonably practicable after you become aware of the facts and prior to the expiry of the **contract period**. If **you** give written notification of facts the **contract** will respond even though a **claim** arising from those facts is not made against **you** until after the policy has expired. When the **contract period** expires, no new notification of facts can be made to **us** on the expired **contract** in relation to a **cyber event** first discovered or **identified** by you during the **contract period**.

You will not be entitled to indemnity under your new **contract** in respect of any **claim** resulting from an act, error or omission occurring or committed by **you** prior to the **contract period**.



Your Duty of Disclosure

We rely on the information **you** provide to **us**, in deciding whether to insure **you** and the terms on which **we** will insure **you**. To comply with **your** Duty of Disclosure when first entering into the **contract**, **you** must answer all the questions **we** ask **you**. **You** must tell **us** everything **you** know or that a reasonable person in the circumstances could be expected to tell **us**, which is relevant to **our** decision whether to insure **you**. **You** do not have to tell **us** anything that is common knowledge that **we** should know through **our** business, that reduces the risk of a claim or that **we** tell **you we** do not need to know.

This duty continues to apply when **you** vary, renew, extend, reinstate or replace **your contract** with **us** and applies to every person insured under the **contract**.

If **you** fail in **your** Duty of Disclosure, **we** may reduce or deny any claim **you** make or cancel **your contract**. If **you** fraudulently keep information from **us**, or deliberately make false statements, **we** may avoid **your contract** and treat **your contract** as if it never existed.

Your 'cooling off' rights

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

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

Complaints

Step 1: If **you** have a complaint about **our** products or services or our complaints handling process, please let **us** know so that **we** can help. **You** can contact us:

In writing: Emergence Complaints
Locked Bag 2010
St Leonards NSW 1590

By email: contractadmin@emergenceinsurance.com.au

By phone: 02 9253 6600

Please include the full details of **your** complaint and explain what **you** would like **us** to do.

When **we** receive **your** complaint, **we** will consider all the facts and attempt to resolve **your** complaint within 5 business days.

If **we** are not able to resolve the matter to **your** satisfaction, it will be referred to the relevant manager, who will review **your** complaint and contact **you** within 5 business days with their decision.

Step 2: If **you** remain dissatisfied, the matter will be referred to **our** Internal Dispute Resolution (IDR) team. Our IDR team will review **your** complaint, and provide **you** with their final decision within 15 business days of **your** complaint being referred to them.

You can contact **our** IDR team:

In writing: Hollard Internal Dispute Resolution Team
Locked Bag 2010
St Leonards NSW 1590

By email: resolution@hollard.com.au

By phone: 02 9253 6600

If **we** require additional information for **our** assessment or investigation of **your** complaint, **we** will agree with **you** a reasonable alternative timeframe to resolve **your** complaint.

Step 3: In the unlikely event **we** are unable to resolve **your** complaint within 45 days, **you** may take your complaint to the Financial Ombudsman Service (FOS). FOS is an independent external dispute resolution scheme and their service is free to **you**. Any decision FOS makes is binding on **us**. **You** do not have to accept their decision and **you** have the right to seek further legal assistance.

You can contact FOS:

By phone: 1300 78 08 08 (for the cost of a local call)

By Fax: (03) 9613 6399

By email: info@fos.org.au

In writing to: Financial Ombudsman Service
GPO Box 3
Melbourne VIC 3001

By visiting: www.fos.org.au

General Insurance Code of Practice

Hollard is a signatory to the General Insurance Code of Practice. The objectives of the Code are to:

- commit **us** to high standards of service;
- promote better, more informed relations between **us** and **you**;
- maintain and promote trust and confidence in the general insurance industry;
- provide fair and effective mechanisms for the resolution of complaints and disputes between **us** and **you**; and
- promote continuous improvement of the general insurance industry through education and training.

You can obtain a copy of the Code from the Insurance Council of Australia website www.insurancecouncil.com.au or by phoning (02) 9253 5100.

Privacy

We are bound by the Australian Privacy Principles (APPs) under the Privacy Act 1988 (Cth). **We** are committed to ensuring that all **our** business dealings comply with the APPs and acknowledge the importance of keeping **your** personal details confidential and secure.

We use **your** personal information to assess the risk of and provide insurance, and to assess and manage claims. **We** may also use **your** contact details to send **you** information and offers about products and services that **we** believe will be of interest to **you**. If **you** don't provide **us** with full information, **we** may not be able to provide insurance or assess a claim. If **you** provide **us** with information about someone else **you** must obtain their consent to do so.

We provide **your** information to reinsurers, reinsurance intermediaries, **your** broker and **our** contracted third party service providers (e.g. claims management companies) and will take all reasonable steps to ensure that they comply with the Privacy Act.

Our Privacy Policy contains information about how **you** can access the information **we** hold about **you**, ask **us** to correct it, or make a privacy related complaint. **You** can obtain a copy from **our** Privacy Officer by telephone 02 9253 6600 or email privacy@hollard.com.au or by visiting **our** website http://hollard.com.au/privacy-policy.aspx

By providing **us** with **your** personal information, **you** consent to its collection and use as outlined above and in **our** Privacy Policy.

Financial Claims Scheme

Hollard is authorised under the Insurance Act 1973 (Cth) to carry on general insurance business. This Act contains prudential standards and practices to ensure that financial promises made by Hollard are met. Because of this, Hollard is exempted from the requirement to meet the compensation arrangements Australian Financial Services Licensees must have in place to compensate clients for loss or damage suffered because of breaches by Hollard or its representatives.

The protection provided under the Federal Government's Financial Claims Scheme applies to Hollard. If Hollard is unable to meet its financial obligations a person may be entitled to payment under this Scheme. Information about this Scheme can be obtained from the APRA website at www.apra.gov.au or their hotline on 1300 55 88 49.

Updating our Product Disclosure Statement

We may need to update this PDS from time to time if certain changes occur, where required and permitted by law. **We** will issue **you** with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, **we** may issue **you** with notice of this information in other forms or keep an internal record of such changes (**you** can get a paper copy free of charge by calling **us**).

Sections A, B, C and D of this Contract

Subject to **you** paying the premium, Sections A, B, C and D of this **Contract** respond to a **cyber event** which is discovered by **you** and notified to **us** during the **contract period**. **We** will pay up to the **contract** limits as shown in the **schedule**.

Section A – losses to your business

If a **cyber event** happens to **your** business then **we** will pay **you** the i**mpact on business costs**.

Section B – loss to others

We will pay **losses** in respect of any **claim** that is made against **you** and reported to **us** during the **contract period** because of a **cyber event** in your **business**.

Section C – cyber event response costs

If there is a **cyber event** then **we** will pay the **cyber event response costs**.

Section D - contingent business interruption

We will pay **you impact on business costs** arising from an outage of **your** external suppliers' business, where **we** reasonably conclude this has been caused by a **cyber event**.

All **contract** limits, as shown on **your schedule**, are exclusive of GST.

Section E – What certain words mean

act(s) of terrorism includes any act which may or may not involve the use of, or threat of, force or violence where the purpose of the act is to further a political, religious, ideological aim or to intimidate or influence a government (whether lawfully constituted or not) or any section of the public.

business means the name of **your business** set out in **your schedule**. Your business must be domiciled in or operate from Australia.

business activity means the activity carried on by **your business** set out in **your schedule**.

business activity statement means the **Business Activity Statement** that is submitted by your business to the Australian Taxation Office for taxation purposes.

claim means any written demand, notice of pending action or civil, criminal, administrative, regulatory or arbitral proceedings against **you** seeking compensation or other legal remedy caused by or in connection with a **cyber event**.

contract means this document, the **schedule** and any endorsement **we** may send to **you**.

contract period means the period set out in **your schedule**.

cyber event must happen to **your business** or that of **your** external supplier during the contract period and means the following:

- **crimeware** which is any malware of any type designed to intentionally cause harm to **your IT infrastructure** but does not include **cyber espionage** or **point of sale intrusion**.
- **cyber espionage** which includes unauthorised access to an item of **your IT infrastructure** linked to a state affiliated or criminal source exhibiting the motive of espionage.
- **cyber extortion** which is a crime involving an attack or threat of attack against **your IT infrastructure**, coupled with a demand for money to avert or stop the attack.
- **denial of service** which is intended to compromise the availability of **your IT infrastructure**.
- **hacking** of **your IT infrastructure** which includes generic hacking, phishing and browser buster malware.
- **insider and privilege** misuse which is any unapproved or malicious use of **your IT infrastructure** by **your** employees, outsiders in collusion with your employees and **your** business partners who are granted privilege access to **your IT infrastructure**.
- **miscellaneous errors** where unintentional actions directly compromise a security attribute of an item of **your IT infrastructure** but does not include theft.
- **payment card skimming** involving a skimming device being physically implanted through tampering into an item of **your IT infrastructure** that reads data from a payment card.
- **physical theft and loss** where an item of **your IT infrastructure** is missing or falls into the hands of a third party or the public whether through misplacement or malice.
- **point of sale intrusion** being a remote attack against your IT Infrastructure where retail transactions are conducted, specifically where purchases are made by a payment card.
- **web app attacks** where a web application was the target of attack against **your IT infrastructure**, including exploits of code level vulnerabilities in the application.

cyber event response costs means the reasonable costs and expenses being:

- **credit and identity monitoring costs** incurred in engaging monitoring services by a third party for persons affected by a **cyber event** for a period of up to 12 months.
- **customer notification costs** incurred in notifying any person whose data or information has been wrongfully accessed or lost.

- **cyber extortion costs** paid with **our** agreement and consent to respond to a **cyber event** where a third party is seeking to obtain financial gain from **you** through extortion.
- **data restoration costs** incurred in restoring or replacing data or programs in **your IT infrastructure** that have been lost, damaged or destroyed and the cost to mitigate or prevent further damage and includes the cost of **you** purchasing replacement licences, if necessary, but does not include any costs relating to redesign, replication or reconstitution of proprietary information, facts, concepts or designs.
- **data securing costs** incurred in securing **your IT infrastructure** to avoid ongoing **impact** on **business costs**, **loss** and **cyber event response costs**.
- **external management costs** incurred in responding to a **cyber event** including the external communication and public relations management engaged in by **you** that is agreed to by **us**.
- **virus extraction costs** incurred to remove a virus from your IT infrastructure.

defence costs means the reasonable costs, charges, fees and expenses incurred in defending, investigating, appealing or settling a **claim**.

employment wrongful act means any actual or alleged employment-related act, error, omission or conduct constituting actual, constructive or alleged: wrongful dismissal, discharge or termination of employment; wrongful failure to employ or promote; wrongful deprivation of career opportunity; misleading representation or advertising in respect of employment; wrongful disciplinary action; negligent employee evaluation; wrongful demotion; breach of employment contract; sexual or workplace harassment (including the creation of a workplace environment conducive to such harassment); wrongful discrimination; failure to grant tenure; invasion of privacy or defamation.

excess means the amount (or length of time) that **you** are responsible for before **we** incur any **cyber event** response costs. The monetary amount of the **excess** as specified in **your schedule**.

forensic costs means the costs **we** will pay to assist **you** to verify **impact on business costs** incurred by **you**. The amount of **forensic costs** payable by **us** is set out in **your schedule**.

impact on business costs means:

a. the amount by which the **revenue you** earn during the **indemnity period** falls short of the **revenue you** earned during prior relevant periods. This is calculated by reference to the amounts shown on G1 of **your business activity statement** for the prior relevant periods as well as considering **your** other business records, and

b. the increased costs incurred to avoid a reduction in **revenue** as a consequence of a **cyber event** provided the amount of increased cost paid is less than we would have paid for a reduction in standard **revenue** in a. above.

We will not pay **impact on business costs** for a period of 24 hours after a **cyber event**. The **indemnity period** commences at the end of the 24 hour waiting period.

In the event of an outage of an external suppliers (including but not limited to local, regional or global outage of the internet, cloud services, outsourcing partners and utilities) IT infrastructure caused by a **cyber event**, **we** will not pay for any **impact on your business costs** for the first seven days after the commencement of such the outage of your supplier. Following restoration of services from external suppliers and after the 7th day of the general outage the maximum **we** will pay for **impact on your business costs** is calculated as outlined in paragraphs (a) and (b) above, however our liability shall not exceed AUD 250,000 of **your revenue** earned during the prior relevant period.

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indemnity period means 12 months from the date of the **cyber event**.

IT infrastructure means all of the hardware, software, networks, facilities, and the like, that are required to develop, test, deliver, monitor, control or support IT services. The term **IT Infrastructure** includes all of the information technology but not the associated people, processes and documentation.

limits means the amount set out in the **schedule** in relation to each of Section A, B and C of **your contract** and applies to any one **cyber event**, irrespective of the number of **claim**(s). One aggregate **limit** applies to **your contract** for the entire **contract period** and is set out as specified in **your schedule**.

loss means any sums payable pursuant to judgments (including orders for costs), settlements, awards and determinations including damages, regulatory and civil fines and penalties in respect of a **claim** and any costs as a consequence of a mandatory notice from a regulatory authority as a consequence of the failure to secure information held by **you**. **Loss** includes **defence costs**.

premium means the amount **you** pay to **us**. The **premium** is identified in **your schedule**.

revenue means the money paid or payable to **you** for goods sold, work done and services rendered in the course of **your business** and is calculated on the basis specified in the definition of **impact on business costs**.

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

we/our/us means Emergence Insurance Group Pty Ltd ABN 30 601 360 089 as agent of The Hollard Insurance Company Pty Ltd ABN 78 090 584 473 AFSL 241 436.

you/your means the insured entity referred to in **your schedule**. It includes its subsidiaries together with any current, future or former employee (including directors and officers) of the insured entity.

Section F - Exclusions

We will not pay **impact on business costs**, a **loss** or **cyber event response costs**:

1. in relation to physical damage to and the repair or replacement of tangible property.
2. arising from or as a consequence of death or bodily injury, however, this exclusion shall not apply to mental illness as a result of a **cyber event** and for which **you** are legally liable.
3. in relation to any fact or circumstance known to **you** or discovered by **you** before the **contract period**.
4. arising from or based upon any intentional, criminal or fraudulent acts by **you**. For the purpose of applying this exclusion the acts, knowledge or conduct of any person covered under this **contract** will not be imputed to any other person covered under this contract. This exclusion shall only apply in respect of Section B – loss to others.
5. arising from or as a consequence of **your** bankruptcy, liquidation or insolvency or the bankruptcy, liquidation or insolvency of an entity you outsource the management of **your IT infrastructure** to.
6. arising from, or resulting in or causing an **employment wrongful act**.
7. in relation to an action brought against **your** directors or officers acting in that capacity.
8. arising from, attributable to, or as a consequence of ionising, radiation or contamination by radioactivity from any nuclear fuel, waste or other hazardous properties of any nuclear assembly or component.
9. arising from, attributable to, or as a consequence of pollution.
10. directly or indirectly involving the infringement of any copyright, service mark, trade mark or other intellectual property of others, patents or trade secrets as a consequence of a deliberate or malicious act of any of **your** employees.
11. arising from any physical act of war, invasion or warlike operation, civil war, riot, civil commotion, rebellion, revolution, insurrection or civil uprising.
12. caused by or arising out of any **act of terrorism**.
13. arising from, attributable to, or in consequence of any electromagnetic field, electromagnetic radiation or electromagnetism.
14. that was assumed by **you** under any contract.
15. that is related to damages characterised or described as aggravated, punitive or exemplary damages.
16. that is directly caused by an error, fault or flaw in or of **your IT infrastructure**.
17. caused by the occurrence of any man-made or natural peril happening at the business premises of **your** external suppliers including but not limited to fire, explosion, flood, earthquake, tsunami, cyclone, hurricane, typhoon, lightning and storm.

Section G – Claims Conditions

What you must do if a **cyber event** happens:

1. If a **cyber event** happens you must immediately ring **our cyber event** reporting line on 1300 799 562.
2. **We** will immediately assess whether it is a **cyber event** under the **contract**.
3. If it is not a **cyber event** under the **contract we** will advise **you** to engage **your** own service resources.
4. If it is a **cyber event** covered under this **contract** we will implement a technical management response in relation to **cyber event response costs** and a claims management response in relation to **impact on business costs** and **loss**.
5. **You** are required to fully cooperate with **our** technical management and claims management response teams and with any providers **we** appoint in response to a **cyber event**.
6. You must do everything reasonably possible to assist in the reduction or mitigation of the **impact on business costs**, **loss** or **cyber event response costs**.
7. Subject to the **forensic costs we** agree to pay under this **contract you** must, at **your** own cost, provide all necessary information to us to enable us to assess **impact on business costs**, a **loss** or **cyber event response costs**.
8. If **we** assess a **cyber event** under the **contract we** will not reimburse **you** for any payment made by **you** unless it is approved by or recommended by **us** or the technical management and claims management response teams.
9. Immediately after contacting 1300 799 562 **you** must also notify **us** in writing at emergence@cl-au.com of the **cyber event** and any **claim** received by **you** in relation to **loss** arising out of the **cyber event**.
10. **Defence costs** must be approved by **us** before they can be incurred by **you**.
11. If **you** report a **cyber event** to **us** and either, or all, of **impact on business costs**, a **loss** or **cyber event response costs**, are incurred then **we** will apply the aggregate **limit** set out in **your schedule** as if one **cyber event** happened.
12. **You** will pay the **excess** set out in **your schedule** before **we** pay or incur a payment for a **loss** or **cyber event response costs**.
13. If cost is incurred in response to a **cyber event** and some of that cost is not **impact on business costs**, **loss** or **cyber event response costs** it is **your** responsibility to pay some or all of the cost. **We** will determine a fair and reasonable allocation of cost between what is covered and what is not covered under the **contract**.

General Conditions

1. **You** must immediately notify **us** of any change in **your business activity**.
2. Subject to **your** rights under the Insurance Contracts Act 1984 (Cth), **you** must notify **us** in writing as soon as practicable of any material alteration to the risk during the **contract period** including:
   a. if **you** go into bankruptcy, receivership or liquidation; or
   b. **you** become aware of a pending appointment of a receiver or the commencement of bankruptcy or winding up proceedings to your business.
3. The limit shown in **your schedule** is the maximum amount the **contract** will pay, including **defence costs**, irrespective of the number of **cyber events** during the **contract period**.
4. If during the **contract period** any other entity acquires control of more than 50 percent of **your** insured entity this **contract** shall be restricted so as to apply only to a **cyber event** happening prior to the date of such acquisition of control, unless **we** agree to extend coverage under the **contract** and **you** agree to the terms of any such extension of coverage.
5. This **contract** and any rights under it cannot be assigned without our written consent.
6. GST, Goods & Services Tax and Input Tax Credit have the meanings attributed to them under the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

   No payment will be made to **you** for any GST liability on account of a **cyber event response cost**.

   It is **your** responsibility to inform **us** whether or not **you** are entitled to an Input Tax Credit in relation to any amounts claimed under this **contract**.

   All **contract** limits as shown on **your schedule** are exclusive of GST.
7. **You** may cancel the **contract** in accordance with **your** 'cooling off rights' within the first 14 days from commencement or renewal.

   After this 14 day period you may cancel the **contract** at any time by providing us with at least 14 days written notice. As long as there has been no **cyber event**, **we** will refund **premium** to **you** calculated on a pro rata basis provided **we** will always retain a minimum of 25% of the full annual **premium**.

   We can only cancel the **contract** in accordance with the provisions, (including Section 60), of the Insurance Contracts Act 1984 (Cth). This includes where you have not paid **your** premium, which is a condition of this **contract**.
8. This **contract** including its construction, application and validity, is governed by the laws of the Commonwealth of Australia and/or the State or the Territory of Australia where the **contract** was issued. Any dispute relating to the interpretation of this contract will be submitted to the exclusive jurisdiction of the Courts of the State or Territory where the contract was issued.
9. We will only indemnify **you** for claims under Section B – loss to others, where the claim is brought solely and exclusively under the jurisdiction of the Commonwealth of Australia.
10. If **we** pay **impact on business costs**, **loss** or **cyber event response costs** then **we** are entitled to assume **your** rights against any third party to the extent of **our** payment. **You** must at **your** own cost assist **us** and provide necessary information to **us** to enable **us** to bring the subrogation or recovery claim. The proceeds of any subrogation or recovery action will be applied between **you** and **us** in accordance with the provisions of the Insurance Contracts Act 1984 (Cth).

11. To the extent permitted by the Insurance Contracts Act 1984 (Cth), this **contract** will only cover a **cyber event** to the extent that any payment under the **contract** is in excess of an indemnity or cover available to the **you** in respect of a **cyber event** under any other policy or contract that **you** entered into.

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

13. All **premiums**, **limits**, **loss** and other amounts under this **contract** are expressed and payable in Australian currency. Except as otherwise provided, if judgment is rendered, settlement is denominated or another element of loss under this **contract** is stated in a currency other than Australian dollars, payment under this **contract** shall be made in Australian dollars at the cash rate of exchange for the purchase of Australian dollars in accordance with the Reserve Bank on the date of final judgment is reached, the amount of the settlement is agreed upon or the other element of **loss** becomes due.

14. Where **you**

    1) first became aware of facts or circumstance that might give rise to a **claim**, prior to the **contract period**; and

    2) did not notify **us** of such facts or circumstances prior to the **contract period**; and

    3) have been continuously insured under a Cyber Event Protection contract issued by **us**, without interruption since the time **you** first became aware of such facts or circumstances;

    then **we** will accept the notification within the **contract period** subject to the terms, conditions and limits of the contract in force when you first became aware of facts or circumstance that might give rise to the **claim**.

15. If this **contract** is terminated or not renewed by either **us** or **you** for any reason other than non payment of premium and provided no **cyber event** has occurred or other similar insurance has been arranged, then **you** shall have the right to an extended reporting period for a period of thirty days for no additional premium. In the event of an extended reporting period coverage otherwise afforded by this **contract** will be extended to apply in respect of **cyber events** first discovered by **you** and notified to **us** during the extended reporting period.

EMERGENCE

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