



CyberSAVE

# CyberSAVE Group Wording for Schools

## Policy Wording

Issued by Agile Underwriting Services Pty Ltd

ABN 48 607 908 243 — AFSL 483374

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# Part A - Product Disclosure Statement

This document is a Product Disclosure Statement and is also the Policy Wording.

This document contains important information required under the *Corporations Act 2001* (Cth) and has been prepared to assist You in understanding Your Policy and making an informed choice about Your insurance requirements. It is up to You to choose the cover You need.

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

This Policy is a legal contract between the Policyholder and the Insurer. The Policyholder has paid, or agreed to pay, the Insurer the required Premium and the Insurer will provide indemnity as specified in this Policy and as set out in the Policy Schedule. It is essential that the Policyholder reads all of the Policy terms and conditions before they purchase it to ensure that this Policy provides them the protection they require and that they are aware of the Policyholder Amounts provided and the amounts the Insurer will pay (including any Excess that applies). Some of these Insured Amounts will be stated in the Policy itself (these are our standard Policy limits) and the remainder will be stated in the Policy Schedule. The Policyholder must ensure that they are aware of the Definitions of this Policy.

The Policyholder must comply with all provisions of this Policy, otherwise the Insurer may be entitled to refuse to pay a Claim or reduce its liability under this Policy. This Policy is in force for the Period of Insurance set out in the Policy Schedule or until cancelled.

## Claims Made Notice

This Policy operates on a "claims made and notified" basis. This means that this Policy covers the Policyholder for Claims made against them and notified to the Insurer during the Period of Insurance.

# General Information

In this PDS, "We", "Us", "Our" means Agile Underwriting Services Pty Ltd (Agile) and "You", "Your" means the Policyholder.

## 1.1 WHO CAN I CONTACT IF I HAVE QUESTIONS?

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

FOR ENQUIRIES RELATING TO	PLEASE CONTACT
<b>General enquiries, including policy questions and coverage, and policy amendments.</b> Any questions, just call or email.	1300 705 031 <a href="mailto:help@agileunderwriting.com">help@agileunderwriting.com</a>
<b>Cancelling your policy</b> You can cancel your policy at any time.	1300 705 031 <a href="mailto:cancel@agileunderwriting.com">cancel@agileunderwriting.com</a>
<b>Making a claim online</b> You can claim directly through our online portal.	<a href="https://www.agileunderwriting.com/claims-and-help/">agileunderwriting.com/claims-and-help/</a>
<b>Making a claim</b> Get in touch as soon as possible and we can help.	1300 705 031 <a href="mailto:claims@agileunderwriting.com">claims@agileunderwriting.com</a>
<b>Making a complaint</b> If you are not happy...we want to know.	1300 705 031 <a href="mailto:complaints@agileunderwriting.com">complaints@agileunderwriting.com</a>
<b>Family/Domestic Violence</b> For further information please visit <a href="https://www.agileunderwriting.com/claims-and-help/family-domestic-violence-policy/">https://www.agileunderwriting.com/claims-and-help/family-domestic-violence-policy/</a>	1300 705 031 <a href="mailto:family@agileunderwriting.com">family@agileunderwriting.com</a>  In an emergency or you are not feeling safe, call 000
<b>Support for customers experiencing vulnerability or financial hardship</b> For further information please visit <a href="https://www.agileunderwriting.com/claims-and-help/supporting-customers-experiencing-vulnerability-policy/">https://www.agileunderwriting.com/claims-and-help/supporting-customers-experiencing-vulnerability-policy/</a>  <a href="https://www.agileunderwriting.com/claims-and-help/financial-hardship/">https://www.agileunderwriting.com/claims-and-help/financial-hardship/</a>	1300 705 031 <a href="mailto:hardship@agileunderwriting.com">hardship@agileunderwriting.com</a>

## 1.2 ABOUT AGILE UNDERWRITING SERVICES

This insurance is issued by Agile Underwriting Services Pty Ltd (ABN 48 607 908 243, AFS Licence No. 483374) (Agile). Agile arranges policies for and on behalf Pacific International Insurance Pty Ltd (the Insurer).

In all aspects of this Policy, Agile acts as agent for the Insurer and not for the Policyholder.

Our contact details are:

<b>Head Office:</b>	Level 5, 63 York St, SYDNEY NSW 2000
<b>Postal Address:</b>	Level 5, 63 York St, SYDNEY NSW 2000
<b>Telephone:</b>	1300 705 031
<b>E-mail:</b>	<a href="mailto:service@agileunderwriting.com">service@agileunderwriting.com</a>
<b>Website:</b>	<a href="http://www.agileunderwriting.com">www.agileunderwriting.com</a>

## 1.3 ABOUT PACIFIC INTERNATIONAL INSURANCE PTY LTD

We are Australian incorporated and an APRA authorised insurer and We are authorised to underwrite insurance products in all States and Territories in the Commonwealth of Australia. Our insurance policies are subject to the *Insurance Contracts Act 1984* (the "Act") and the laws and regulations of Australia.

We have provided general insurance cover in Australia since 2002. In that time We have developed a strong relationship with not only Our clients but with a panel of reinsurance companies which have received AM Best financial strength ratings of A- (excellent) or higher.

Pacific have been rated by AM Best with a rating of secure B++ (good) with a stable outlook.

## 1.4 ABOUT THIS POLICY

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

## Your certificate of insurance

Your certificate of insurance contains important details about Your Policy such as the Period of Insurance, Your Premium, what cover options and excesses will apply, and any changes to the Policy wording.

## What makes up Your Premium

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

## 1.5 IMPORTANT INFORMATION ABOUT THIS POLICY WORDING AND PRODUCT DISCLOSURE STATEMENT

This document is a PDS and is also Our insurance Policy Wording.

This document contains important information required under the *Corporations Act 2001* (Cth) (the Act) and has been prepared to assist You in understanding Your Policy and making an informed choice about Your insurance requirements. It is up to You to choose the cover You need.

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

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

## Check Your documents

It's important that You check all the details on the documents We send You. If You notice an error or if You have a question, please contact Us at [www.agileunderwriting.com/contact](http://www.agileunderwriting.com/contact). If You find You need to change the cover for whatever reason, get in contact with Us.

## General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice (the Code). The Code sets out minimum standards that We will uphold in respect of the products and services that We provide. Further information about the Code is available at [www.codeofpractice.com.au](http://www.codeofpractice.com.au) and on request.

## 1.6 YOUR DUTY OF DISCLOSURE

This Policy is subject to the *Insurance Contracts Act 1984*. Under that Act the Policyholder has a duty of disclosure. Before the Policyholder enters into a contract of insurance they have a duty to tell the Insurer everything that the Policyholder knows, or could reasonably be expected to know, that is relevant to the Insurer's decision to provide this Policy. If the Policyholder is not sure whether something is relevant they should inform the Insurer anyway. The Policyholder has the same duty to inform the Insurer of those matters before they renew, extend, vary, or reinstate this Policy.

The Policyholder's duty however does not require disclosure of matters that:

- 1) reduce the risk;
- 2) are common knowledge;
- 3) the Insurer knows or, in the ordinary course of business, should know; or
- 4) the Insurer has indicated they do not want to know.

If the Policyholder does not comply with their duty of disclosure obligations, the Insurer may be entitled to:

- 1) reduce their liability for any Claim; or
- 2) cancel this Policy; or
- 3) refuse to pay a Claim; or
- 4) avoid this Policy from its beginning, if the Policyholder's non-disclosure was fraudulent.

## What You must tell Us

We will ask You various questions when You apply for cover. When You answer those questions, You must take reasonable care not to make a misrepresentation to Us. We will use the answers in deciding whether to insure You, and anyone else to be Policyholder under the Policy, and on what terms. You have this same duty to disclose those matters to Us before You renew, extend, vary or reinstate Your Policy.

## If You do not tell Us

If You do not answer Our questions in this way, We may reduce Our liability under contract in respect of a Claim or refuse to pay a Claim, or cancel the Policy. If You answer Our questions fraudulently, We may refuse to pay a Claim and treat the Policy as never having commenced.

## 1.7 WHO CAN PURCHASE THIS POLICY

This Policy can only be purchased by customers domiciled in Australia who are also Cybernetics Shield customers,

## 1.8 GENERAL CONDITIONS

### Commencement and Period of Your Policy

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

### Renewal of Your Policy

This insurance may be renewed for further consecutive yearly periods upon payment of the Premium. Payment of Your Premium is deemed to be acceptance of an offer of renewal for a further yearly period. If You continue to pay Your Premium, then unless Your Policy is cancelled or We advise You prior to the renewal date that We will be updating Your Policy or not be renewing, a Policy on the same terms and conditions automatically comes in to existence for one (1) year from the renewal date.

### Expiry of Your Policy

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

### Governing Law

This Policy is governed by the law of the territory or State where the Policy was issued, which is stated in the Schedule. The courts of that place have jurisdiction in any dispute about or under this Policy.

### Australian Currency

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



## Cooling off period

You have fourteen (14) days from the date We confirmed, electronically or in writing, that You are covered under Your Policy to decide if the Policy meets Your needs. You may cancel Your Policy simply by calling Us on 1300 705 031 or advising Us in writing within those fourteen (14) days to cancel it. If You do this, We will refund any Premiums You have paid during this period.

These cooling off rights do not apply if You have made or You are entitled to make a Claim during this period.

## 1.9 CANCELLATION OF YOUR POLICY

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

### When You can cancel

You can cancel Your Policy at any time by emailing Us at [cancel@agileunderwriting.com](mailto:cancel@agileunderwriting.com) or calling 1300 705 031.

If You:

- a) pay Your Premium by instalments and wish to cancel, We will cancel on the date to which You have paid Your Premium in advance.
- b) do not pay Your Premium by instalments, the cancellation will take effect at 4pm Local Standard Time on the day We receive Your notice of cancellation.

### When We can cancel

We can cancel Your Policy by giving You written notice to the address on file and in accordance with the *Insurance Contracts Act 1984* (Cth), including where You have:

- a) breached the Duty of Disclosure;
- b) breached a provision of Your Policy (including one requiring payment of Premium);
- c) made a fraudulent Claim under any Policy of insurance. If We cancel, We will refund the Premium for Your Policy less an amount to cover the period for which You were insured;
- d) undertaken deception, fraud or Illegal Use, We may be entitled to void this Policy or withdraw from it in the event of intentional misrepresentation or deception. If a fraudulent Claim is made, entitlements and benefits will be forfeited, and information may be forwarded to the police and the prosecuting authorities.

## 1.10 CLAIMS

### Claims Documentation

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

- ☒ a written Claim detailing the nature and extent of the cyber incident
- ☒ copies of all correspondence exchanged with any third party
- ☒ details of any remedial action undertaken
- ☒ details of any other insurance that may exist on the insured

## 1.11 COMPLAINTS AND DISPUTE RESOLUTION

Agile takes the concerns of its customers very seriously. Agile has detailed complaint handling and dispute resolution procedures that You may access, at no cost to You. To obtain a copy of Our procedures, please contact Us on 1300 705 031 or [complaints@agileunderwriting.com](mailto:complaints@agileunderwriting.com). To assist Agile with Your enquiries, please provide Us with Your Claim or Policy number (if applicable) and as much information You can about the reason for Your complaint or dispute. Agile's complaints and dispute procedures are as follows:

### Complaint Handling Procedure

#### Stage 1: Immediate Response

The insurer is subject to the provision of the Insurance Council of Australia's General Insurance Code of Practice. For more information, see [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

If you have a concern, We usually sort it out over the phone immediately. If we can't fix it immediately, we'll register your issue as a complaint and start working to resolve it quickly. We'll acknowledge your complaint within one business day of receiving it. Please reach out to us at:

<b>Postal address:</b>	The Complaints Officer Agile Underwriting Services Pty Ltd Level 5, 63 York St, Sydney NSW 2001
<b>Telephone:</b>	1300 705 031
<b>Facsimile:</b>	(+61 2) 9335 3467
<b>Email:</b>	<a href="mailto:complaints@agileunderwriting.com">complaints@agileunderwriting.com</a>

Remember to provide your policy number so we can swiftly address your concern or query. A qualified member of our team will manage your issue.

## Stage 2: Internal Dispute Resolution Procedure

If you're unsatisfied with our response from **Stage 1**, you can ask us to escalate it to our Internal Dispute Resolution team. You can use the exact contact details as above. We'll acknowledge that we've received your escalation within one business day. Our team will thoroughly review your complaint and any relevant information. We'll then send you a detailed written response explaining our decision and its reasons within 30 calendar days.

## Stage 3: External Dispute Resolution Procedure

If you're still not satisfied, or if we haven't provided a final response within 30 calendar days, you can take your complaint to the Australian Financial Complaints Authority (AFCA). This option is available if your complaint falls within the AFCA's rules. AFCA provides a free, independent service to resolve disputes.

<b>Postal address:</b>	Australian Financial Complaints Authority GPO Box 3, Melbourne VIC 3001
<b>Telephone:</b>	1800 931 678
<b>Email:</b>	<a href="mailto:info@afca.org.au">info@afca.org.au</a>

Your complaint must be referred to AFCA within 2 years of the final decision.

## 1.12 UPDATING OUR PDS

We may update the information contained in Our PDS when necessary, and may also issue other documents forming part of Our PDS and the Policy where required or permitted by law. A paper copy of any updated information is available to You at no cost by calling Us on 1300 705 031.

We will issue You with a new PDS or a supplementary PDS where the update is to rectify a misleading or deceptive statement or when an omission is materially adverse from the point of view of a reasonable person deciding whether to buy this product. You will have the right (for up to 1 month) to return the Policy for a refund. A paper copy of any new PDS, supplementary PDS, or other compliant document will be provided to You at no cost within 30 days after the PDS has been updated, except in limited cases.

If the information is not correcting a misleading or deceptive statement or omissions, or is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, then Agile may provide You with notice of this information in other forms. A copy of any new PDS or supplementary PDS will be available to You at no cost by calling Agile.

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

If You wish to accept the new PDS or supplementary PDS, You do not need to do anything.

If You decide to cancel the Policy, then clause 1.9 will apply.

## 1.13 PRIVACY STATEMENT

At Agile, We are committed to protecting Your privacy in accordance with the *Privacy Act 1988* (Cth).

FOR ENQUIRIES RELATING TO PRIVACY	PLEASE CONTACT
Contact Our Privacy Officer at Agile by Email	<a href="mailto:privacy@agileunderwriting.com">privacy@agileunderwriting.com</a>
Contact Our Privacy Officer at Agile by Phone	1300 705 031
Contact Our Privacy Officer at Agile by Mail by writing to	Privacy Officer, Agile Underwriting Services Pty Ltd Level 5, 63 York Street Sydney NSW 2000

We need to collect the personal information on the applicable proposal form to consider Your application for insurance and to determine the Premium (if your application is accepted) when you are applying for, changing or renewing an insurance policy with us. This information will also be used if you lodge a Claim under Your Policy. We may also need to request additional information from You in connection with Your application or a Claim. If You do not provide Us with this information, or any additional information We request, We may not be able to process Your application or offer You insurance cover or respond to any claim.

We may disclose the personal information We collect:

- a) To Our relevant employees involved in delivering our services;
- b) If Your insurance broker collects this form from You, to that broker;
- c) To facilitators such as legal firms, professional experts such as accountants, actuaries, engineers and technology experts;
- d) To the insurance companies with whom We transact business;
- e) To the Insurers We represent;
- f) To insurance reference bureau or credit reference bureau;
- g) To reinsurers or reinsurance brokers (which may include reinsurers located outside of Australia).

Where We do disclose the information as above the recipient may hold the information in accordance with its own privacy policies. Those may include, by way of example, disclosing the information to and storage of that information by its associated entities which may be located overseas. We may also be required to provide Your personal information to others for purposes of public safety and law enforcement and if required by law or by a law enforcement body to do so.

You may request access to Your personal information, and where necessary, correct any errors in this information (some restrictions and costs may apply). If You would like to access a copy of your personal information or You wish to correct or update Your personal information, please also contact us on 1300 705 031.

## **1.14 WORDS WITH SPECIAL MEANINGS**

Throughout this document, certain words have special meaning and are included in Definitions (Part B) of this Policy Wording and PDS. Please refer to the Definitions for their meaning. Any reference to an Act, legislation or legislative instrument in this document also refers to that Act, legislation or legislative instrument as amended and may be in force from time to time.

# Part B - Policy Terms

## The Cover

Subject to payment of the Premium or as agreed in writing, **We** agree to provide reimbursement in accordance with and subject to the terms and conditions of this Policy.

Before this Policy commenced **We** received information provided on behalf of the Policyholder in the form of an online Proposal Form and in other ways. **We** have relied on this information to decide whether to enter into this contract and on what terms. If any of this information is wrong or false it may affect the cover provided by this Policy.

This Policy covers the **Policyholder** and responds if **Individuals** become victims of a **Cyber Incident** emanating from one or more of its **Computer Systems**. All **Individuals** are covered regardless of when they join the **Policyholder's** school during the school year.

### 1.1 When We Pay

**We** will pay reasonable and necessary costs incurred as a direct result of a **Cyber Incident** against an **Individual** within the **Period of Insurance**, which includes:

- Cyberbullying;
- Cyber Extortion Threats;
- Identity Fraud; and
- Social Engineering.

### 1.2 What we will pay

**We** will pay the reasonable and necessary **Costs**, including **Cyberbullying Costs**, and costs of investigation, remediation and up to six (6) hours of counselling incurred as a direct result of a **Cyber Incident** against an **Individual**, provided:

- a) **Your Claim** is covered under Section 2: Insuring Clauses; and
- b) **Your Claim** is not excluded under Section 3: Exclusion; and
- c) **You** have complied with **your** obligations under Section: 5 Special Conditions.

# Insuring Agreements

The maximum we will pay for 2.1 – 2.4 below per **Individual** is \$5,000 per pupil and \$10,000 per staff member.

## 2.1 Cyberbullying

We will pay reasonable and necessary **Cyberbullying Costs** incurred as a direct result of an act of **Cyberbullying**, including costs of investigation and remediation, including up to 6 hours of counselling, by way of SMS, web chat, video chat and/or phone in the event the **Individual** suffers an **Injury**.

## 2.2 Identity Fraud

We will pay reasonable and necessary **Costs** incurred as a direct result of the unauthorised or suspected unauthorised use of an **Individual's** personal information, including costs of investigation and remediation, including up to 6 hours of counselling, by way of SMS, web chat, video chat and/or phone in the event the **Individual** suffers an **Injury**.

## 2.3 Social Engineering

We will pay reasonable and necessary **Costs** incurred as a direct result of **you** being manipulated into performing an action not in **your** best interests or divulging confidential information, including costs of investigation and remediation, including up to 6 hours of counselling, by way of SMS, web chat, video chat and/or phone, in the event the **Individual** suffers an **Injury**.

## 2.4 Cyber Extortion

We will pay reasonable and necessary **Costs** incurred as a direct result of cyber extortion, including costs of investigation and remediation, including up to 6 hours of counselling, by way of SMS, web chat, video chat and/or phone, in the event the **Individual** suffers an **Injury**.

# Exclusions:

We shall not be liable under this Policy to provide indemnity in respect of any **Claim** for the following:

## Computer System

**We** will not cover the costs of restoring **Your Computer System** to its level of functionality immediately before a **Cyber Incident** or replacement of **Your Computer System** if it's more economical than restoring it. **We** will not cover payments under any maintenance contract for **Your Computer System**. **We** will not cover the re-purchase of software, licences, programs, digital photos, music or videos.

## Confiscation

**We** will not cover any loss due to any **Connected Device** being seized, confiscated, nationalised, requisitioned or destroyed by any official authority.

## Connected Device

**We** will not cover the cost of the reparation of **Your Connected Device** if it is damaged, altered or corrupted as a consequence of a **Cyber Incident**.

## Connected Device liability

**We** will not cover any liability arising from **Your Connected Device** or **Computer System**.

## Maintenance

**We** will not cover the costs of ordinary or routine maintenance of **Your Connected Device** or **Computer System**.

## Infrastructure services

**We** will not cover any loss arising from the failure, whether total or in part, of any infrastructure service(s) including:

- a) financial institutions
- b) utility services
- c) telecommunications service
- d) satellite failure, electrical or mechanical failure including blackout, failures of overhead or subterranean transmission and distribution lines.

## Prior matters

**We** will not cover anything **You** knew or ought to have known about before the start of the **Period of Insurance**.



## Fines, penalties and liabilities

We will not cover any:

- a) financial institutions fines or penalties; or
- b) liability to others for damages

arising from a **Cyber Incident**.

## Legal claims

We will not cover costs for any legal proceedings or action arising from a **Cyber Incident**.

## Losses

We will not cover any financial losses incurred by **You**, or anyone or any business connected to **You**, arising from a **Cyber Incident**, including credit card fraud.

## Loss of Internet connection

We will not cover any loss due to any permanent or temporary loss of or reduction in any internet connection.

## Criminal acts

We will not cover any loss due to any deliberate, intentional, malicious or criminal act committed by **You**. This includes such acts committed in collusion with anyone else.

## Natural events

We will not cover any loss due to natural occurring phenomenon including rain, hail, wind, earthquake.

## Physical Injury

We will not cover any cost of a physical injury, sickness, disease, death.

## Property damage

We will not cover any loss due to damage to any property, including any:

- a) **Computer System** or **Connected Device**; or
- b) other personal property,

in **Your** care, custody or control

*This does not include data.*

## Physical perils

We will not cover loss due to:

- a) fire, implosion, explosion, smoke, electrostatic build-up or static electricity;
- b) electrical or mechanical failure, including blackout;
- c) aircraft or vehicle impact; or
- d) water damage.

## Theft

We will not cover the cost of physical theft of **Your** property, including **Your Computer System** or **Connected Devices**.

## Ransom money

We will not cover the payment of any ransom money.

## War Risks

We will not cover any loss arising from:

- a) War
- b) Cyber Operation
- c) War and Cyber Operation.

# Definitions

**Computer system** means computer hardware and software **You** use for school purposes. Examples include laptops, mobile phones and tablets.

**Connected device** means any electrical device or appliance **You** use, including smart devices and wearables.

**Costs** means costs incurred as a direct result of a **Cyber Incident** which may include online monitoring services to provide electronic notification of online criminal or fraudulent activity involving **Your Personal Information**; access to **Cybernetic Shield Helpline** for **You** to ask questions and address issues arising from a **Cyber Incident**; placing a fraud alert; placing a security freeze; creating identity fraud victim statements; filing agency reports (eg law enforcement); identifying the perpetrator; independent investigation of the **Cyber Incident** event and reporting thereon.

**Claim** means a claim under this Policy for the reasonable and necessary **Costs** including **Cyberbullying Costs**, and costs of investigation, remediation and up to six (6) hours of counselling.

**Cyberbullying** means an act of using the internet to threaten, intimidate, harass, defame or humiliate **You** on a social media site, game, app, or any other online or electronic service or platform. It may also include false accusations, slander, libel, unauthorised monitoring (eg **Cyberstalking**), solicitation for sex, **Doxxing** or blackmail. Cyberbullying acts can be by way of posts, comments, texts, messages, chats, livestreams, memes, images, videos, emails and **Deepfake** imaging.

**Cyberbullying Costs** means costs incurred as a direct result of an act of cyberbullying including costs of investigation and up to 6 hours of counselling, by way of text or SMS, in the event the individual suffers an **Injury**.

**Cyber Incident** means:

- a) **Cyberbullying**;
- b) **Cyber Extortion Threats**;
- c) **Identity Fraud Costs**;
- d) **Social Engineering**; or

experienced by an **Individual**.

**Cybernetic Shield Helpline** 1800 101767

**Cyberstalking** means the use of digital technology to track and harass an individual. This behaviour can include:

- a) Constantly checking in on **You** and trying to get **Your** attention even when **You** make it clear that **You** are not interested.
- b) Making repeated unwanted contact with **You** by calling, emailing, texting, messaging, or asking inappropriate questions.
- c) Repeatedly sending, posting or sharing unwanted sexual requests, sexual or offensive content, abusive comments, or false accusations to or about **You**.
- d) Monitoring **Your** movements using the location (GPS) technologies that are built into the operating systems of phones and fitness apps, or using tracking devices or spyware.
- e) Following or contacting **You** across multiple online accounts and making it known **you** cannot hide.
- f) Accessing or hacking **Your** online accounts to find **Your Personal Information**, track **Your** movements, read **Your** emails or messages, or change your passwords to lock **You** out of **Your** own accounts.
- g) **Gaslighting You** by changing **Your** environment in small ways that are difficult to prove to others, such as using remotes to turn internet-connected devices on and off within **Your** home.

**Cyber extortion** means a credible threat made alongside a demand for ransom money directed at **You** to:

- a) release, destroy, disseminate or permanently encrypt **Data** stored on **Your Computer system** or **Connected device**
- b) introduce malicious software to **Your Connected Device**
- c) corrupt, damage, disable, destroy or alter **Your Computer System** or **Connected Device**; or
- d) deny, restrict or hinder access to **Your Computer System** or **Connected Device**.

**Cyber Operation** means the use of a **Computer System** by, at the direction of, or under the control of a **State** to:

- a) disrupt, deny access to, or reduce the performance of a **Computer System**
- b) copy, remove, change, deny access to or destroy information in a **Computer Systems**

**Data** means Information held electronically or digitally by **you** on **your Computer System**. 'Data' doesn't include software, applications or programs.

**Deepfake** means a video or image of a person in which their face or body has been digitally altered so that they appear to be someone else, typically used maliciously or to spread false information.

**Doxxing** means the action or process of searching for and publishing private or identifying information about a particular individual on the internet, typically with malicious intent.

**Gaslighting** means a form of psychological manipulation in which the perpetrator attempts to create self-doubt and confusion in their victim's mind, typically seeking to gain power and control over the victim by distorting reality and forcing them to question their own judgment and intuition.

**Identity fraud** (also known as identity theft or crime) means a fraud committed, attempted, or suspected:

- a) for financial, criminal or other gain;
- b) using **Your** identifying information; and
- c) without **Your** permission

**Individual** means any current staff member or student of the **Policyholder**.

**Injury** means mental harm, suffering, damage, impairment, or dysfunction caused to an individual as a direct result of a **Cyber Incident**.

**Money** means anything that serves as a medium of exchange.

**Notification period** means within 15 days of **You** or **Your** school first becoming aware of a **Cyber Incident** or the likelihood of a cyber incident occurring.

**Period of Insurance** means the period of time specified in the Policy Schedule during which the insurance is provided under this Policy

**Personal Information** means information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- a) whether the information or opinion is true or not; and
- b) whether the information or opinion is recorded in a material form or not.

**Personal Information** includes passwords and credit card details.

**Phishing** means fraudulent electronic communications pretending to be from a legitimate source or known contact of **Yours** to induce **You** to transfer:

- a) money; or
- b) **Personal Information**.

**Policyholder** means the entity named as such in the Policy Schedule

**Ransom Money** means money to be surrendered by **You** or someone on **Your** behalf with the intention of ending a **Cyber Extortion** threat.

**Sextortion** means a form of blackmail when someone online threatens to send a sexual image or video of **You** to other people if **You** don't pay them or provide more sexual content.

**Social Engineering** (eg Phishing, Sextortion) means the psychological manipulation of an individual into performing actions not in their best interest or divulging confidential information.

**State** means a nation or Territory considered as an organised political community under one government.

**War** means conflict between states or nations involving trade/economic sanctions; technology; geopolitical; capital and/or military forces.

**We, Us or Our** means Pacific International Insurance Pty Ltd (ABN 83 169 311 193, AFS Licence No. 523921) through their cover holder Agile Underwriting Services Pty Ltd. ABN 48 607 908 243. AFSL 483374.

**You/Your/Yours** means:

- a) the **Policyholder**; and
- b) any **Individuals**.

# Special conditions

## Claims requirements

- 1) **We** won't cover any loss unless **you**:
  - a) report the **Cyber Incident** or likelihood of a **Cyber Incident** occurring to **your** school using their standard incident reporting system within the **Notification Period** (school hours)
  - b) Report the **Cyber Incident** or likelihood of a **Cyber Incident** occurring to the **Cybernetic Shield Helpline** within the **Notification Period** (after hours) it.

## Security requirements

- 2) The **Individual** must:
  - a) back-up original data on **Your Computer System** at least every 30 days. If a service provider processes or stores such data, **You** must make sure the associated contract allows data to be backed-up;
  - b) change the default or original password on the **Computer System** and **Connected Device**; and
  - c) have valid anti-virus software installed on the **Computer System**.
- 3) The **Policyholder** must:

Implement a mitigation strategy to protect against various cyber threats. As a minimum, this includes policies and procedures covering:

  - a) Application control
  - b) Patch applications
  - c) Configuration of Microsoft Office macro settings
  - d) User application hardening
  - e) Restriction of administrative privileges
  - f) Patch operating systems
  - g) Multi-factor authentication
  - h) Regular back-ups
  - i) Implement regular testing of the mitigation strategy
  - j) Implement regular external penetration testing
  - k) Implement cyber education for all staff and students

## Notification requirement

Please note it is a requirement for all cover under this Policy that notification of **Cyber Incident** or suspected **Cyber Incident** is required to be made via the school incident reporting system or **Cybernetic Shield Helpline**.

# General conditions

## Alteration to risk

The **Policyholder** must notify **Us** as soon as reasonably practicable of any material change in the risk insured by this Policy. We are entitled to amend the terms of this Policy and / or charge an additional premium based on **Our** assessment of any change in the risk insured by this Policy.

A material change in the risk shall include, but is not limited to; A **Policyholder** going into voluntary bankruptcy, receivership, liquidation or any other form of external administration or a **Policyholder** failing to pay debts or breaching any other obligation giving rise to the appointment of a receiver or bankruptcy or winding up proceedings.

## Cancellation

- a) The **Policyholder** may cancel this Policy at any time in writing to **Us**. Upon receipt of such request **We** will retain a short period premium calculated at the pro rata portion of the annual premium for the time they have been on risk and the **Policyholder** shall receive a refund of any balance of the Premium actually paid.
- b) We may cancel this Policy in accordance with the *Insurance Contracts Act 1984*.
- c) If there have been any **Claims** made under the Policy no refund shall be given.

## Interpretation

In this Policy;

- a) the single includes the plural and the masculine includes the feminine and vice versa
- b) the titles and headings to the various sections of the Policy are included solely for ease of reference and do not in any way limit or expand or otherwise affect the terms of such sections.

## Sanctions and Limitation Exclusion

No Insurer shall be deemed to provide cover and no Insurer shall 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 that Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or Australia.

## Variation of the Policy

No variation of this Policy will be effective, unless made by Endorsement which is signed by a properly authorised employee of Agile Underwriting Services Pty Ltd.