

Avant *Cyber Insurance*

Policy wording



Version 5.0
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Welcome to Avant

Avant Cyber Insurance is provided as a complimentary benefit of holding an Avant Practice Medical Indemnity Policy. It has been designed to protect medical practices against the risks associated with communicating online and storing data electronically.

As specialists in protecting and advising doctors, you can be confident Avant understands the unique and increasingly complex requirements of medical practice.

About the Insurer

The Insurer is Liberty Mutual Insurance Company, Australia Branch ABN 61 086 083 605 (Liberty) trading as Liberty Specialty Markets incorporated in Massachusetts, USA (the liability of members is limited).

About the Policyholder

Avant Insurance Limited ABN 82 003 707 471, AFSL 238 765 (Avant Insurance) is a subsidiary of Avant Mutual Group Limited ABN 58 123 154 898 (Avant). Avant is a mutual organisation, owned by its members.

Avant Insurance has chosen to work with the insurer Liberty to develop this insurance cover. Avant and Avant Insurance are not the insurer of this product and do not guarantee the product's performance.

Any financial services provided by Avant Insurance are provided under its own Australian Financial Services Licence.

About the Policy

This is a group policy which the **Policyholder** has entered into with the **Insurer** for the **Policy Period**. The **Insured** may be eligible to make a **Claim** under the **Policy** as a third party beneficiary, provided the **Insured** meets the definition of **Insured** in the **Policy** at the time of the **Claim**.

The **Insured** may not cancel or vary the **Policy** – only the **Policyholder** and the **Insurer** may vary the **Policy**, in accordance with the **Policy** provisions therein.

The **Insured** is not obliged to accept any of the benefits of this **Policy**, however if a **Claim** is made by the **Insured** then they are bound by its terms, conditions, limitations and exclusions.

The **Insured** should consider obtaining advice as to whether it is appropriate for the needs of the **Insured** from a person who is licensed to give such advice. Nothing prevents the **Insured** from entering into other arrangements regarding insurance.

Important Notice

Please note that Sections I(1)A and I(1)B of this **Policy** provide insurance on a losses occurring and discovered basis. Accordingly the **Insurer** will only cover the **Insured** in respect of insured losses first occurred during the **Policy Period** caused by an insured cause that first occurred and was **Discovered** during the **Policy Period** (subject to any applicable **Retroactive Date**) and reported by the **Insured** to the **Insurer** within 60 days of **Discovery**.

Sections I(1)C, II, III and V of this **Policy** provide insurance on a claims made basis. Accordingly, the **Insurer** will only cover the **Insured** in respect of an **Extortion Demand, Claim** or regulatory proceeding (as applicable) which is first made against the **Insured** during the **Policy Period** and notified to the **Insurer** during the **Policy Period**. Cover may be further limited by a **Retroactive Date**.

Section IV of this **Policy** provides insurance on a losses occurring basis. Accordingly, the **Insurer** will only cover the **Insured** in respect of insured losses incurred during the **Policy Period** arising out of an underlying cause which occurred during the **Policy Period** (subject to any applicable **Retroactive Date**).

Table of contents

Section I – First Party	3
1. Insuring Clauses	3
A. Damage to Digital Assets	3
B. Non-Physical Business Interruption and Extra Expense	3
C. Cyber Extortion	4
2. Insured Causes of Loss	5
1. Accidental Damage or Destruction	5
2. Administrative or Operational Mistakes	5
3. Computer Crime and Computer Attacks	5
Section II – Privacy, Confidentiality and Security Liability	6
Section III – Privacy, Regulation Defence, Awards and Fines	7
Section IV – Customer Care and Reputational Expenses	8
Section V – Multimedia Liability	9
Section VI – Policy Terms Applicable to All Sections	10
A. Definitions	10
B. Exclusions	14
C. Warranties	16
D. Miscellaneous Terms and Conditions	16

Section I – First Party

1. Insuring Clauses

Coverage is provided under any of the Section I Insuring Clauses subject to the applicable provisions of the rest of this **Policy** and only if an amount is shown in the **Schedule** as the **Insuring Clause Aggregate Limit** for the specific Insuring Clause.

A. Damage to Digital Assets

1. Cover provided

The **Insurer** will pay to the **Insured Practice** any *Digital Asset Losses*, and **Special Expenses**, incurred as a direct result of **Damage** to the **Insured's Digital Assets** or a **Medical Tenant's Digital Assets**, provided that such **Damage** was directly caused by an *Insured Cause* which:

- a) first occurred during the **Policy Period**,
- b) was first **Discovered** by the **Insured** during the **Policy Period**, and
- c) was reported by the **Insured** to the **Insurer** within 60 days of **Discovery**.

An *Insured Cause* will be treated as having first occurred within the **Policy Period** if it first occurred after the applicable **Retroactive Date** and before the end of the **Policy Period**.

2. Covered losses

2.1 *Digital Asset Losses* in this Insuring Clause A means reasonable and necessary expenses and costs incurred by the **Insured Practice** in restoring, updating, recreating or replacing **Damaged Digital Assets** to the same or equivalent condition they were in (and with the same or equivalent contents) immediately before their **Damage**, including expenses for materials and machine time; provided that:

- a) only such losses incurred within 12 months after **Discovery** of the *Insured Cause* are covered;
- b) if the affected **Digital Asset** was purchased from a **Third Party**, the maximum *Digital Asset Loss* recoverable under this **Policy** is the re-purchase price from such **Third Party**; and
- c) if the **Digital Assets** cannot be replaced, restored or recreated, then only the **Insured Practice's** actual and necessary expenses incurred before such determination are recoverable under this **Policy**.

B. Non-Physical Business Interruption and Extra Expense

1. Cover provided

The **Insurer** will pay to the **Insured Practice** any *Income Loss* and *Interruption Expenses* (but not *Digital Asset Losses* referred to at Insuring Clause A) incurred by the **Insured Practice** because of the suspension or deterioration of its business during the **Period of Restoration** directly as a result of the total or partial interruption, degradation in service or failure of the **Insured Practice's Network** to the extent that such period exceeds the **Time Retention**, provided that such interruption, degradation or failure was directly caused by an *Insured Cause* which:

- a) first occurred during the **Policy Period**,
- b) was first **Discovered** by the **Insured** during the **Policy Period**, and
- c) was reported by the **Insured** to the **Insurer** within 60 days of **Discovery**.

The **Insurer** will have no obligation to pay any losses under this Insuring Clause B incurred during the **Time Retention**. The **Time Retention** applies to each **Period of Restoration**.

An *Insured Cause* will be treated as having first occurred within the **Policy Period** if it first occurred after the applicable **Retroactive Date** and before the end of the **Policy Period**.

2. Covered losses

2.1 *Income Loss*, for the purpose of this Insuring Clause B, is:

- a) the **Insured Practice's** net profit before tax that could have been reasonably projected during the **Period of Restoration** but which was lost, taking into account the prior experience of the **Insured Practice's** business during the previous twelve months immediately prior to the *Insured Cause* and the likely experience had the relevant *Insured Cause* not happened (subject to a reduction to the extent to which the **Insured Practice** maintains its revenue stream by substitute methods, facilities or personnel); and
- b) any fixed operating expenses (including ordinary payroll) for services which are redundant because of the suspension or deterioration of the **Insured Practice's** business, to the extent that such expenses must continue during the **Period of Restoration**.

2.2 *Interruption Expenses* means expenses (excluding **Special Expenses**) incurred to:

- i. avoid or minimise the suspension or deterioration of the **Insured Practice's** business, which the **Insured Practice** would not have incurred had the relevant *Insured Cause* not occurred, including the cost of: renting/leasing equipment, substitute work or production procedures, third party services and additional staff expenditure or employment costs, provided that such expenses shall in no case exceed the amount by which the insured *Income Loss* is reduced by such expenses; and
- ii. minimise or avoid an *Insured Cause* to enable the **Insured Practice's** business to continue; and
- iii. preserve critical evidence of any criminal or malicious wrongdoing; and
- iv. discover and determine the nature of the *Insured Cause* and to substantiate the *Income Loss*.

C. Cyber Extortion

1. Cover provided

The **Insurer** will reimburse the **Insured Practice** for any *Extortion Monies* paid by the **Insured Practice** as a direct result of an **Extortion Demand** that is first made during the **Policy Period**. Each **Extortion Demand** that forms part of a related series of **Extortion Demands** will be treated as being first made when the first of such related **Extortion Demands** is made.

2. Covered losses

Extortion Monies means any money (including cryptocurrency) or property paid by the **Insured Practice** to a person reasonably believed to be responsible for the **Extortion Demand** for the purpose of terminating that threat, plus any reasonable expenses incurred with the **Insurer's** prior written consent in order to meet, eliminate or mitigate any such **Extortion Demand**.

2. Insured Causes of Loss

The *Insured Causes* of loss under Section I(1)A & I(1)B of this **Policy** (First Party) are as follows:

1. Accidental Damage or Destruction

- a) Failure of, or under- or over-voltage in, power supply, only if such power supply is under the direct operational control (including by back-up generator) of the **Insured Practice**.
- b) Electrostatic build-up and static electricity affecting **Digital Assets**.

2. Administrative or Operational Mistakes

An unintentional, accidental or negligent act, error or omission in:

- a) the entry, or modification of:
 - i. for the purposes of Section I(1)A of this **Policy** only, the **Insured's Data** or a **Medical Tenant's Data**; or
 - ii. for the purposes of Section I(1)B of this **Policy**, the **Insured's Data**; or
 - b) the creation, handling, development, modification, or maintenance of:
 - i. for the purposes of Section I(1)A of this **Policy** only, the **Insured Practice's Digital Assets** or a **Medical Tenant's Digital Assets**; or
 - ii. for the purposes of Section I(1)B of this **Policy**, the **Insured Practice's Digital Assets**; or
 - c) on-going operation or maintenance of the **Insured Practice's Network**;
- by an **Employee** or **Third Party Provider**.

3. Computer Crime and Computer Attacks

Denial of Service, Malicious Code, unauthorised access, disruption, modification, destruction, or damage to the **Insured Practice's Network**, intended to maliciously cause harm, which is not prevented by the **Insured** by reason of an accidental, unintentional or negligent act, error or omission in the operation of the **Insured Practice's Network** or handling of the **Insured Practice's Digital Assets** by an **Employee**, or **Third Party Provider**.

Section II – Privacy, Confidentiality and Security Liability

Coverage is provided under Policy Section II, subject to the applicable provisions of the rest of this **Policy**, only if an amount is shown in the **Schedule** as the **Policy Section Aggregate Limit** for Policy Section II.

The **Insurer** will pay on behalf of the **Insured Practice** any **Liability Expense** or **Defence Expense** arising out of a **Claim** alleging that the **Insured** committed or failed to prevent a **Wrongful Act** after the applicable **Retroactive Date** and before the end of the **Policy Period** plus any costs reasonably and necessarily incurred by the **Insured Practice** with the **Insurer's** prior written consent to preserve critical evidence of any criminal or malicious wrongdoing associated with such **Claim**.

A **Wrongful Act** under this Insuring Clause II is any:

- a) breach of a **Third Party's** or **Employee's** right to privacy or any equivalent or similar allegation in the jurisdiction where the **Claim** is brought;
- b) malicious or unauthorised use of the **Insured Practice's Network** to damage, alter, corrupt, distort, copy, delete, steal, misuse, or destroy **Third Party Digital Assets**;
- c) malicious or unauthorised use of the **Insured Practice's Network** to cause a **Denial of Service**, or failing to prevent or hinder such use;
- d) breach of any legal, regulatory or contractual duty to protect the security or confidentiality of a **Third Party's** or **Employee's** confidential information or personal data, or failure to comply with applicable law or regulation requiring the **Insured Practice** to disclose such a breach;
- e) failure to comply with applicable law or regulation requiring the **Insured Practice** to dispose of a **Third Party's** or **Employee's** confidential information or personal data;
- f) phishing or pharming, or any other communication designed to obtain confidential information or personal data from a **Third Party** under false pretences, or failing to prevent or hinder such communication; or
- g) transmission of **Malicious Code** from the **Insured Practice's Network** to a **Third Party's Network** (excluding that of a **Third Party Provider**), or failing to prevent such transmission.

Section III – Privacy, Regulation Defence, Awards and Fines

To the extent insurable under applicable law, the **Insurer** will pay on behalf of the **Insured Practice** any *Regulatory Liability Expense* or *Regulatory Defence Expense* arising out of a **Claim** which is a regulatory proceeding taken against the **Insured** by an applicable regulatory authority alleging that the **Insured** committed a *Wrongful Act* after the applicable **Retroactive Date** and before the end of the **Policy Period** plus any costs reasonably and necessarily incurred by the **Insured Practice** with the **Insurer's** prior written consent to preserve critical evidence of any criminal or malicious wrongdoing associated with such regulatory proceedings.

A *Wrongful Act* under this Insuring Clause III is any:

- a) breach of a **Third Party's** or **Employee's** right to privacy or any equivalent or similar allegation in the jurisdiction where the **Claim** is brought;
- b) malicious or unauthorised use of the **Insured Practice's Network** to damage, alter, corrupt, distort, copy, delete, steal, misuse, or destroy **Third Party Digital Assets**;
- c) malicious or unauthorised use of the **Insured Practice's Network** to cause a **Denial of Service**, or failing to prevent or hinder such use;
- d) breach of any legal, regulatory or contractual duty to protect the security or confidentiality of a **Third Party's** confidential information or personal data, or failure to comply with applicable law or regulation requiring the **Insured Practice** to disclose such a breach;
- e) failure to comply with applicable law or regulation requiring the **Insured Practice** to dispose of a **Third Party's** or **Employee's** confidential information or personal data;
- f) phishing or pharming, or any other communication designed to obtain confidential information or personal data from a **Third Party** under false pretences, or failing to prevent or hinder such communication; or
- g) transmission of **Malicious Code** from the **Insured Practice's Network** to a **Third Party's Network** (excluding that of a **Third Party Provider**), or failing to prevent such transmission.

Regulatory Liability Expense means a fine, penalty or compensatory damages that the **Insured Practice** is legally liable to pay.

Regulatory Defence Expense means reasonable and necessary legal fees and all other charges, costs and expenses, incurred by the **Insured Practice** with the **Insurer's** prior written consent, resulting from the investigation, adjustment, defence and appeal of regulatory proceedings. *Regulatory Defence Expenses* excludes **Forensic Expenses**.

Section IV – Customer Care and Reputational Expenses

Coverage is provided under any of the Section IV Insuring Clauses a, b, c or d, subject to the applicable provisions of the rest of this **Policy**, only if an amount is shown in the **Schedule** as the **Policy Section Aggregate Limit** for Policy Section IV.

- a) **Notification Expenses**
- b) **Privacy Assistance Expenses**
- c) **Crisis Management Expenses**
- d) **Forensic Expenses**

in each case provided that they were reasonably and necessarily incurred by the **Insured Practice** with the **Insurer's** prior written consent; and provided that the underlying cause of such loss occurred during the **Policy Period** or after the applicable **Retroactive Date** and before the end of the **Policy Period**.

Section V – Multimedia Liability

Coverage is provided under Section V, subject to the applicable provisions of the rest of this **Policy**, only if an amount is shown in the **Schedule** as the **Policy Section Aggregate Limit** for Policy Section V.

The **Insurer** will pay on behalf of the **Insured Practice** any **Liability Expense** or **Defence Expense** arising out of a **Claim** alleging that the **Insured** committed a *Wrongful Act* after the applicable **Retroactive Date** and before the end of the **Policy Period** in the course of publishing content in electronic or print media.

A *Wrongful Act* under this Insuring Clause V is any:

- a) Infringement of copyright, domain name or other intellectual property rights (excluding patents) of the **Claimant**, passing off, plagiarism, or unauthorised reproduction or distribution of electronic or audio-visual media or any equivalent or similar allegation in the jurisdiction where the **Claim** is brought.
- b) Defamation of any type or any equivalent or similar allegation in the jurisdiction where the **Claim** is brought.
- c) Breach of the **Claimant's** right to privacy or any equivalent or similar allegation in the jurisdiction where the **Claim** is brought, unless similar cover is provided under Section II (a) of this **Policy**.
- d) Negligence in the content of any publication by the **Insured**.

In respect of cover provided under Section V. Multimedia Liability, publishing content excludes the description, illustration or display of actual goods, products or services of the **Insured**.

Section VI – Policy Terms Applicable to All Sections

A. Definitions

Words and phrases in bold shall have the meaning given to them either in the **Schedule** or set out below.

Act of Terrorism

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.

Avant Policy

A valid and enforceable Avant Practice Medical Indemnity Insurance policy (or any Avant Practice Medical Indemnity Run-off policy issued after 20 September 2019) issued by Avant Insurance Limited to

an **Insured Practice**.

Claim

- a) A written demand for damages or non-monetary relief that is brought by a **Third Party** or **Employee** which is first made against the **Insured** during the **Policy Period**; or
- b) Only in relation to coverage afforded under Section III a regulatory proceeding that is first made against the **Insured** during the **Policy Period**;

and which is not an **Employment Claim**.

Claimant

A **Third Party** or **Employee** that brings a **Claim**.

Crisis Management Expenses

Costs incurred by the **Insured Practice** to protect or re-establish its reputation or public image to the extent that it is likely to be damaged, or has been damaged, as a direct result of any of the following being committed by the **Insured** and reported to the public by the print, television or electronic media:

- a) a breach of a legal, regulatory or contractual duty of privacy owed to a **Third Party** or **Employee** or any equivalent or similar allegation in the jurisdiction where the **Claim** is brought;
- b) malicious or unauthorised use of the **Insured Practice's Network** to cause a **Denial of Service** or damage, alter, corrupt, distort, steal, misuse, or destroy **Third Party Digital Assets**, or failing to prevent or hinder such use;
- c) breach of any legal, regulatory or contractual duty to protect the security or confidentiality of a **Third Party's** or **Employee's** confidential information or personal data, or failure to comply with applicable law or regulation requiring the **Insured Practice** to disclose such a breach;

- d) failure to comply with applicable law or regulation requiring the **Insured Practice** to dispose of a **Third Party's** or **Employee's** confidential information or personal data;
- e) phishing or pharming, or any other communication designed to obtain confidential information or personal data from a **Third Party** under false pretences, or failing to prevent or hinder such communication; or
- f) transmission of **Malicious Code** from the **Insured Practice's Network** to a **Third Party's Network** (excluding that of a **Third Party Provider**), or failing to prevent such transmission.

Damage

Damage or destruction to, or loss, alteration, corruption, distortion, theft or misuse of, the **Insured Practice's Digital Assets** or a **Medical Tenant's Digital Assets** caused by an **Insured Cause**; and **Damaged** has a corresponding meaning.

Data

Machine-readable information other than **Programmes** and other than information existing in physical form.

Defence Expenses

Reasonable and necessary legal fees and all other charges, costs and expenses, incurred by the **Insured Practice** with the **Insurer's** prior written consent, resulting from the investigation, adjustment, defence or appeal of a **Claim**.

Defence Expenses excludes **Forensic Expenses**.

Denial of Service

Unauthorised or unexpected interference or malicious attack that restricts or prevents legitimate access to an **Insured Practice's Network** or **Insured Practice's Digital Assets**.

Digital Assets

Data and **Programmes** in an **Insured Practice's Network**, but not **Hardware**.

Discovered

Discovered or reasonably discoverable by a director of the board or executive officer, the general counsel, Chief Information Officer or Chief Technology Officer of, or other person holding an equivalent position at, the **Insured Practice**; **Discovers** and **Discovery** have corresponding meanings.

Employee

An individual who provides services for, on behalf of, or at the direction of the **Insured Practice** under a contract of service, including on a part-time, seasonal or temporary basis, whom the **Insured Practice** has the direct right to control, excluding any partner or director of **Insured Practice**.

Employment Claim

A **Claim** alleging breach of any employment contract, policy, procedure or similar, any employment-related law or regulation or discrimination of any kind.

Extortion Demand

A malicious and unjustified demand for money accompanied by a credible threat to:

- a) release, divulge, disseminate, destroy or use the **Insured Practice's Digital Assets** acquired by unauthorised access to or unauthorised use of the **Insured Practice's Network**;
- b) introduce **Malicious Code** into the **Insured Practice's Network**;
- c) corrupt, damage or destroy the **Insured Practice's Network**;
- d) electronically communicate with the **Insured Practice's** customers under false pretences, with the intention of obtaining personal confidential information of the **Insured Practice's** customers; or
- e) restrict or hinder access to the **Insured Practice's Network**, including the threat of a criminal or malicious **Denial of Service**.

Forensic Expenses

Costs incurred by the **Insured Practice** to investigate the source or cause of the failure of computer security to prevent:

- a) malicious or unauthorised use of the **Insured Practice's Network** to damage, alter, corrupt, distort, copy, delete, steal, misuse, or destroy **Third Party Digital Assets**;
- b) malicious or unauthorised use of the **Insured Practice's Network** to cause a **Denial of Service**, or failing to prevent or hinder such use;
- c) phishing or pharming, or any other communication designed to obtain confidential information or personal data from a **Third Party** under false pretences, or failing to prevent or hinder such communication; or
- d) transmission of **Malicious Code** from the **Insured Practice's Network** to a **Third Party's Network** (excluding that of a **Third Party Provider**), or failing to prevent such transmission.

GST

The tax imposed as goods and services tax under the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* or as amended and any penalty or interest payable in respect of that tax.

Hardware

Any and all physical components of a computer system.

Incident

Any potential or actual incident that would potentially trigger cover under Section I – First Party or Section IV – Customer Care and Reputational Expenses of this **Policy** but excludes any third party liability **Claim**.

Insured

Each and all of:

- a) Any **Insured Practice**; and
- b) Any past, present or future **Employee**, director, officer, partner, member or trustee of an **Insured Practice**, but only in respect of **Claims** brought against them relating to acts or omissions committed in their capacity as such.

Insured Practice

The legal entity or entities named in the policy schedule of an **Avant Policy** and their **Subsidiaries**, provided that:

- a) All legal entities named in the same policy schedule and all of their **Subsidiaries** will constitute a single **Insured Practice**; and
- b) The combined gross billings of each single **Insured Practice** in the financial year preceding the commencement of the **Policy Period**, was less than \$40,000,000.

Insurer

Liberty Mutual Insurance Company, Australia Branch (ABN 61 086 083 605) trading as Liberty Specialty Markets incorporated in Massachusetts, USA (the liability of members is limited).

Insured Practice's Network

An interconnected electronic, wireless, web or similar system (including all **Hardware**, **Programmes** and **Data**) used to process data or information in an analogue, digital, electronic or wireless format, including servers, associated input and output devices, data storage devices, networking equipment, wired or wireless peripherals, electronic back-up facilities, and media libraries, that is owned, operated and controlled by the **Insured Practice** or operated by a **Third Party Provider** for the **Insured Practice**.

Liability Expense

Money that the **Insured Practice** is legally liable to pay to a **Claimant** in respect of a **Claim**, including but not limited to damages (including punitive or exemplary damages if insurable under the law of the jurisdiction applicable to the insurability of such damages), judgements, settlements, pre-judgment and post-judgment interest and defence costs. **Liability Expense** excludes taxes, fines, penalties (except as provided above with respect to punitive or exemplary damages), liquidated damages or the multiple portion of any multiplied damage award.

For the avoidance of any doubt, **Liability Expense** includes, but is not limited to, credit card reissuance costs that the **Insured Practice** is legally liable to pay to a **Claimant** in respect of a **Claim**.

Malicious Code

Unauthorised software or computer code designed to infiltrate, corrupt or damage the **Insured Practice's Network**, including but not limited to computer viruses, spy ware, Trojan horses, worms, logic bombs, and mutations of any of these.

Medical Tenant

Third Party in the business of providing healthcare services, who has entered into a written contract with the **Insured Practice** which grants the **Third Party** access to and use of the **Insured Practice's Network**.

Notification Expenses

Legal, postage, advertising (but not public relations) and other related expenses (including but not limited to the cost of setting up a call centre in order to manage requests for additional information from notified individuals) incurred by the **Insured Practice** in order to comply with a legal or regulatory requirement to notify any individual, including **Employees**, in the event of the actual or suspected unauthorised access by a **Third Party** or **Employee** to personally identifiable information of such an individual as a direct result of security breach, privacy breach or breach of privacy regulations; or where there is not a legal or regulatory requirement, but it is deemed in the sole opinion of **Insurers** that the payment of such expenses will mitigate or avoid a **Claim** for which **Insurers** would have been liable under Section II or III of this **Policy** wording.

Period of Restoration

The period of time starting when the interruption, degradation or failure of the **Insured Practice's Network** began and ending on the later of:

- a) the date on which the business is restored (or could have been, had the **Insured** acted reasonably expeditiously to restore the business), up to a maximum of 30 days after the date on which the **Insured Practice's Network** is restored (or could have been, had the **Insured** acted reasonably expeditiously to restore the **Insured Practice's Network**) to the same or equivalent condition, functionality and level of service that existed prior to the loss; or
- b) 120 days after the start of such period.

Policy

This policy wording, any endorsements to it and the **Schedule**.

Policyholder

Avant Insurance Limited ABN 82 003 707 471, AFSL 238 765.

Policy Period

The period of time specified in the **Schedule** unless this **Policy** is cancelled in which event the **Policy Period** will end on the effective date of the cancellation.

Pollutant

Any pollutant or contamination of any kind, including:

- a) Smoke, vapour, soot, fumes, acid, alkali, chemicals or waste.
- b) Ionising radiation or contamination by radioactivity from nuclear fuel, or nuclear waste from the combustion of nuclear fuel; or the radioactive, toxic, or explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- c) Mould, mildew, spores, fungi, mycotoxins, organic pathogens, or other micro organisms;
- d) An electromagnetic field, electromagnetic radiation or electromagnetism;
- e) Asbestos, asbestos fibres or asbestos dust;
- f) Any solid, liquid, gaseous or thermal irritants or contaminants.

Privacy Assistance Expenses

Costs incurred by the **Insured Practice** in assisting any individual, including an **Employee**, (including by providing credit file monitoring services and/or identity theft assistance) following a breach by the **Insured** of a legal, regulatory or contractual obligation of confidentiality or privacy in respect of such an individual's confidential information or personal data held by the **Insured Practice**.

Programmes

An organised set of instructions that, when executed, causes a computer to behave in a predetermined manner.

Schedule

The schedule attached to this **Policy** and signed by a person authorised by the **Insurer**.

Special Expenses

Costs reasonably and necessarily incurred by the **Insured Practice** with the **Insurer's** prior consent to:

- a) prevent, minimise, or mitigate any **Damage** to the **Insured Practice's Digital Assets**, including fees and expenses of specialist outside consultants or forensic experts to discover and determine the nature of the *Insured Cause* and to substantiate the *Digital Asset Losses*;
- b) preserve critical evidence of any criminal or malicious wrongdoing;
- c) purchase replacement licences for **Programmes** solely as a consequence of an *Insured Cause* having destroyed or damaged the copy protection system and/or access control software.

Subsidiary

Any subsidiary of the legal entity named in the policy schedule of an **Avant Policy**, provided that such entity is or was a subsidiary under that **Avant Policy** at the time that:

- a) the **Claim** covered under this **Policy** is or was brought against an **Insured**; or
- b) such **Insured** suffers or suffered the relevant loss covered under this **Policy**.

Third Party

A person that is not any of the **Insurer**, an **Insured** or a **Third Party Provider**.

Third Party Digital Assets

Data and **Programmes** (excluding **Hardware**) in an interconnected electronic, wireless, web or similar system used to process data or information in an analogue, digital, electronic or wireless format, including servers, associated input and output devices, data storage devices, networking equipment, wired or wireless peripherals, electronic back-up facilities, and media libraries, that is:

- a) owned, operated and controlled by a **Third Party**; or
- b) owned by a **Medical Tenant**.

Third Party's Network

An interconnected electronic, wireless, web or similar system (including all **Hardware**, **Programmes** and **Data**) used to process data or information in an analogue, digital, electronic or wireless format, including servers, associated input and output devices, data storage devices, networking equipment, wired or wireless peripherals, electronic back-up facilities, and media libraries, that is owned, operated and controlled by a **Third Party**.

Third Party Provider

Any third party independent contractor that provides business process (including call centre, fulfilment and logistical support) and/or information technology (including hosting, security management, co-location, and data storage) services for the **Insured Practice** in accordance with a written contract.

Time Retention

The time period that starts with the start of the **Period of Restoration** and continues for the number of hours stated as the **Time Retention** in the **Schedule**.

Undelivered Programmes

Programmes, applications or software including updates:

- a) where the development stage has not been finalised;
- b) not ready for operational use because they have not yet passed all test-runs; or
- c) which have not been proven successful in a live environment for a continuous period of 12 months.

B. Exclusions

The **Insurer** shall have no liability under this **Policy** for any loss or **Claim** arising out of or in connection with any:

1. Loss or destruction of, or damage to, any physical property, including **Hardware**, or any replacement or repair of any physical property including **Hardware**.
2. Death or bodily injury, except that this exclusion shall not apply to wrongful infliction of emotional distress or mental anguish.
3. Costs or expenses incurred to identify, patch, or remediate software programme errors or vulnerabilities of the **Insured Practice's Network** except following a covered loss.
4. Costs or expenses that result in the **Insured Practice's Network** having a higher level of functionality than it had before the *Insured Cause or Wrongful Act* inclusive unless:
 - a) such higher level of functionality is a natural result of restoring, updating, recreating or replacing the **Insured Practice's Digital Assets** following the **Damage**; or
 - b) the costs and expenses to restore, update, recreate or replace the **Insured Practice's Digital Assets** to such higher level of functionality do not exceed those to restore, update, recreate or replace the **Insured Practice's Digital Assets** to the same level of functionality that existed prior to the **Damage**.
5. Diminution in the economic or market value of **Digital Assets**.
6. Fines or penalties, except to the extent expressly and specifically covered by this **Policy** and insurable at law.
7. Punitive or exemplary damages (unless insurable under the law of the jurisdiction applicable to the insurability of such damages), criminal fines or criminal penalties.
8. Fines or penalties arising out of any agreement by the **Insured Practice** to comply with or follow the Payment Card Industry Standard (PCI) or any Payment Card Company Rules; or implement, maintain or comply with any security measures or standards related to any payment card data including, but not limited to, any fine or penalty imposed by a payment card company on a bank or payment processor that the **Insured Practice** has paid or agreed to reimburse or indemnify.
9. Loss of goodwill or damage to reputation.
10. Liability to a third party (including to an **Employee**, director, partner or officer of the **Insured Practice**), except if covered under Policy Section II, III or V.
11. Failure or outage in, or disruption of, power, utility services, satellites, or telecommunications external services not under the direct operational control of the **Insured Practice**.
12. Action of, or restrictions or requirements imposed by, a governmental authority, except to the extent specifically and expressly covered in this **Policy**.
13. Bankruptcy, liquidation or insolvency of the **Insured** or any other person, including a **Third Party Provider**.
14. Fire, smoke, explosion, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, or any other natural weather or seismic event.
15. Failure in design, architecture or configuration of the **Insured Practice's Network** or **Insured Practice's Digital Assets** which arises out of **Undelivered Programmes**; provided that this exclusion shall not apply to Policy Sections I(1)C, II, III, IV, and V.
16. Deliberate, intentional, malicious, criminal, unlawful, fraudulent or dishonest act if committed by the **Insured** with the knowledge, connivance or acquiescence of the Chief Executive Officer, Chief Information Officer, Chief Technology Officer, Chief Security or Privacy Officer, Risk Manager, or General Counsel or their functional equivalents within the **Insured Practice**.
17. Circumstance, act, error or omission committed or existing before inception of this **Policy** if, on or before the inception of this **Policy**, a director or officer, or the general counsel or senior manager, or other person holding an equivalent position at the **Insured Practice** knew, or acting reasonably would have known, before inception of this **Policy** (i) existed and (ii) may give rise to a **Claim** or loss covered under this **Policy**.

18. **Act of Terrorism**, strike or similar labour action, war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, or any action taken in controlling, preventing or suppressing any of these things.
- Act of Terrorism** is not deemed to include *Cyber Terrorism*.
- Cyber Terrorism* for the purpose of this exclusion shall mean an act or series of acts of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisations(s), committed for political, religious or ideological purposes including but not limited to the intention to influence any government and/or to put the public in fear for such purposes by using activities perpetrated electronically or otherwise that are directed towards the destruction, disruption or subversion of communication and information systems, infrastructure, computers, the internet, telecommunications or electronic networks and/or its content thereof or sabotage and/or threat there from.
19. Wear and tear or gradual deterioration of, or the failure to maintain, **Hardware, Digital Assets** or any other equipment of the **Insured Practice** or owned and operated by a **Third Party Provider** for the **Insured Practice**.
20. Actual, alleged or threatened presence, discharge, dispersal, release, or escape of a **Pollutant**; or a governmental or regulatory directive or request to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralise a **Pollutant**, or in any way respond to or assess the effects of a **Pollutant**.
21. **Employment Claim** or **Claim** made by one **Insured** against another **Insured** other than where brought by an **Employee** under Section II of this **Policy**.
22. Loss which the **Insurer** is prohibited from covering as a result of applicable law or regulation.
23. Liability assumed by the **Insured** under the terms of a contract, except to the extent that such liability would have existed even in the absence of such contract. This exclusion shall not apply to a breach of the **Insured Practice's** own privacy policy.
24. Trading or personal debt of the **Insured**.
25. Securities.
26. Actual or alleged inaccurate, incomplete or inadequate description of the price of goods, products or services.
27. Actual or alleged discrimination.
28. Breach of a third party's intellectual property right except if specifically covered under Policy Section V.
29. Breach of competition or anti-trust laws.
30. **GST** imposed or payable in respect of the premium or any payment of insured amounts made under this **Policy**.
31. Actual or alleged acts of medical malpractice.
- This exclusion shall not apply where the loss or **Claim** arises directly from the failure to protect the security or confidentiality of patient confidential information or personal data.
32. Legal, administrative or regulatory proceedings brought outside the **Jurisdiction**.
33. Enforcement of any judgement, award, administrative or regulatory order obtained outside the **Jurisdiction** or determined pursuant to any laws other than the laws of the **Jurisdiction**.
- In addition, if the **Insured Practice's Avant Policy** includes a Run-off cover endorsement:
34. the **Insurer** shall have no liability under this **Policy** for any loss, **Claim** or any other amount arising out of or in connection with:
- in respect of Section I Insuring Clause 1.A "Damage to Digital Assets" and Insuring Clause 1.B "Non-Physical Business Interruption and Extra Expense", any *Insured Cause* which occurred;
 - in respect of Insuring Clause 1.C "Cyber Extortion", any **Extortion Demand** made;
 - in respect of Section II "Privacy, Confidentiality and Security Liability", any *Wrongful Act* committed or allegedly committed by an **Insured** or any *Wrongful Act* which an **Insured** failed or allegedly failed to prevent;
 - in respect of Section III "Privacy, Regulation Defence, Awards and Fines" and Section V "Multimedia Liability", any *Wrongful Act* committed or allegedly committed by an **Insured**; or
 - in respect of Section IV "Customer Care and Reputational Expenses", any underlying cause of loss which occurred;
- after the run-off date specified in the Run-off cover endorsement in the **Insured Practice's Avant Policy**.

C. Warranties

The **Insured** warrants that:

1. The **Insured** will not disclose the existence of this **Policy** to any third party, except:
 - a) to professional advisors under an obligation of confidentiality; or
 - b) to third parties to whom the **Insured Practice** is required by contract to demonstrate the existence of insurance, provided that such third parties undertake to the **Insured Practice** to keep the existence of this **Policy** confidential; or
 - c) if the **Insured Practice** is legally required to disclose the existence of this **Policy** or is a listed company and discloses the existence of this **Policy** as part of its statutory reporting provisions as a comment on mitigation of cyber risks.

D. Miscellaneous Terms and Conditions

1. Limits of Cover

- 1.1 The **Insured Practice Aggregate Limit** specified in the **Schedule** is the limit of the **Insurer's** liability under this **Policy** in the aggregate for each **Insured Practice** (including all past, present or future **Employees**, directors, officers, partners, members and trustees) under all Policy Sections, Insuring Clauses and coverages combined, including **Defence Expenses** regardless of the types of losses, number of *Insured Causes*, **Claims**, persons or entities covered by this **Policy**, claimants, losses reported, or coverages triggered.
- 1.2 The **Policy Aggregate Limit** specified in the **Schedule** is the limit of the **Insurer's** liability under this **Policy** in the aggregate under all Policy Sections, Insuring Clauses and coverages combined, including **Defence Expenses** regardless of the types of losses, number of *Insured Causes*, **Claims**, **Insured Practices**, persons or entities covered by this **Policy**, claimants, losses reported, or coverages triggered.
- 1.3 Any **Policy Section Aggregate Limit** specified in the **Schedule** is the limit of the **Insurer's** liability under the relevant Section of this **Policy** in the aggregate under all Insuring Clauses and coverages combined, including for **Defence Expenses** regardless of the types of losses, number of *Insured Causes*, **Claims**, **Insured Practices**, persons or entities covered by that Section of this **Policy**, claimants, losses reported, or coverages triggered.
- 1.4 Any Aggregate Sub-limits and **Insuring Clause Aggregate Limits** specified in the **Schedule** or by endorsement are the most the **Insurer** will pay for loss insured under the relevant Insuring Clause or coverage part in the aggregate for this **Policy**, including **Defence Expenses**, and such limits are part of, subject to, included within, and do not increase, the **Policy Aggregate Limit** specified in the **Schedule**.
- 1.5 Any loss covered under this **Policy** that falls within more than one Insuring Clause shall only be subject to one limit of indemnity, being the higher of the applicable limits.

2. Deductible

- 2.1 The **Insurer** shall be liable under this **Policy**, including in respect of **Defence Expenses**, only in excess of any applicable **Deductible** and/or **Time Retention** as stated in the **Schedule**. The **Deductible** and/or **Time Retention** shall apply to each and every loss or **Claim**, irrespective of the number of such losses or **Claims**, during the **Policy Period**. The **Deductible** will be the first amount borne by the **Insured Practice** and will remain uninsured.
- 2.2 All losses under this **Policy** resulting from **Denial of Service** will be deemed to be related to one single loss. All losses under this **Policy** resulting from **Malicious Code** will be deemed to be related to one single loss.
- 2.3 All claims under all applicable sections of this **Policy**, arising out of the same originating cause, will be deemed to be a single **Policy** claim, made at the time of the first such **Policy** claim.

3. Notification

- 3.1 Except in the event of a loss or **Claim** arising out of the same originating cause as a previous **Policy** claim, the **Insured** shall notify the **Insurer** in writing as soon as practicable, and in any event within 60 days (and within 30 days of the end of the **Policy Period** if this **Policy** is not renewed), after it **Discovers** any **Claim** or information from which it may be reasonably concluded that any other loss that would be covered under this **Policy** is occurring, has occurred, or may occur.
- 3.2 In the event of an **Incident** the **Insured** should contact Avant Medico-legal Advisory Service on the 24/7 hotline: 1800 128 268. Any **Incident** notified to the Avant Medico-legal Advisory Service or to the **Policyholder** shall be deemed to have also been notified to the **Insurer**.
- 3.3 In the event of a **Claim**, the **Insured** shall provide to the **Insurer** as soon as practicable all documents received from the **Claimant** in relation to the claim, including any letter of claim, claim form, application notice, summons, subpoena or other court document.

- 3.4 The **Insured** shall provide as soon as practicable, but in any event no later than 90 days after **Discovery** of the relevant information referred to in 3.1, a proof of loss detailing full evidence of the loss for which it is seeking cover under this **Policy**, including all other information and evidence in the **Insured's** possession, custody or control concerning the **Claim**, circumstance or loss, including, as appropriate, detailed proof of all facts relating to the **Claim** or loss event, all information relevant to the amount of the **Claim** or loss, details of the loss, threat, or failure, a description of the incident, contact details for all relevant personnel, a description of the equipment involved, system and security logs, statements from outside experts or consultants, and a description of any **Digital Assets** involved.
- 3.5 It is the sole responsibility of the **Insured** to report the loss to any applicable governmental, regulatory or law enforcement authorities if appropriate.
- 3.6 The **Insured** must provide the **Insurer** all the information and assistance that the **Insurer** reasonably requests and co-operate with the **Insurer** in the investigation or settlement of any loss. Notice of loss shall be treated as having been given to the **Insurer** on the date on which it is received at the following address:
 The Claims Department
 Liberty Specialty Markets
 Level 38, Governor Phillip Tower
 1 Farrer Place
 Sydney, New South Wales, Australia 2000
 Tel: 61-2-8298 5800
 Fax: 61-2-8298 5887
 Email: avantcyber@libertyglobalgroup.com
- 3.7 Policy Sections VI(D)(3.1) to VI(D)(3.6) are subject to Policy Section VI(D)(4).

4. Innocent Insured Provision

- 4.1 Whenever coverage under this **Policy** would be avoidable or otherwise prejudiced because of breach of Policy Section VI(D)(3), any insurance as would otherwise be afforded under this **Policy** shall not be avoidable or otherwise prejudiced by reason of such breach with respect to those **Insureds** who did not personally commit, or personally connive or acquiesce in committing, such breach, provided that:
- a) the **Insured** entitled to the benefit of this provision shall comply with Policy Section VI(D)(3) promptly after obtaining knowledge of the other **Insured's** breach;
 - b) the relevant circumstance, loss or **Claim** is notified to the **Insurer** during the **Policy Period**; and
 - c) the relevant circumstance, loss or **Claim** is not known by a current executive officer or director.
- 4.2 Whenever coverage under this **Policy** would be excluded because of Exclusion 16, such insurance as would otherwise be afforded under this **Policy** shall not be excluded in respect of those **Insureds** who did not personally commit, or personally connive or acquiesce in committing, or have knowledge of, the relevant act, error or omission.

5. Other Insurance – Excess Drop Down

- 5.1 This **Policy** is excess over and will not contribute with:
- a) any **Avant Policy**;
 - b) any Cyber Insurance Policy issued to an **Insured Practice**; or
 - c) any other insurance policy issued to an **Insured Practice**,
(collectively, "**Other Policies**") and the premium for this **Policy** has been calculated accordingly.
- 5.2 If any of the **Other Policies** is reduced or exhausted as a result of payment for losses thereunder, then this **Policy** will:
- a) in the event of reduction, cover subsequent losses as excess insurance over and above the amount of any remaining limit under the **Other Policies**. The **Insurer** shall recognise the reduction or the exhaustion of the **Deductible** as stated in the **Schedule** in the event of the payment of loss insurable hereunder, under any of the **Other Policies**; or
 - b) in the event of exhaustion, apply in place of the **Other Policies**.
- 5.3 If loss covered by this **Policy** is not paid, in whole or in part, by any of such **Other Policies** for any reason, this **Policy** shall pay such loss, subject to this **Policy's** terms, conditions and exclusions, including without limitation Clause VI(D)(3.6) and Clause VI(D)(7):
- a) in the place of the **Other Policies** which have not paid, and will pay such loss on behalf of the **Insured Practice** up to the applicable limit of liability specified in the **Schedule**, provided that this **Policy** will remain excess of the self-insured retentions or deductibles of the **Other Policies** which are held liable to pay such loss and expense covered by this **Policy**; or
 - b) to respond as if it were a primary policy.
- 5.4 Notwithstanding anything to the contrary in this **Policy**, the cover afforded under this **Policy** shall not be subject to any terms or conditions of any of the **Other Policies**.

6. Claims Handling

- 6.1 The **Insurer** shall have the right, but not an obligation, to conduct the investigation, adjustment, settlement, defence or appeal of any **Claim** or potential **Claim** in the name of the relevant **Insured**, in the manner and for as long as the **Insurer** in its absolute discretion thinks fit.
- 6.2 The **Insured** shall provide all reasonable co-operation to the **Insurer** in the investigation, adjustment, settlement, defence or appeal of any **Claim** or potential **Claim**, including in the provision of documents, the execution of documents, making the **Insured's** personnel available and requiring the **Insured's** personnel to provide evidence, witness statements or affidavits or submit to examination under oath as may be required by the **Insurer**.
- 6.3 If the **Insured** does not consent to the settlement of a **Claim** to which the **Insurer** and the **Claimant** have expressed their willingness to agree, the maximum liability of the **Insurer** under this **Policy** for such **Claim** is the amount of such potential settlement plus the amount of **Defence Expenses** incurred up to the time that the **Insurer** recommended such potential settlement to the **Insured**.
- 6.4 The **Insured** must not communicate with the court, any regulatory body or **Claimant**, admit liability, make any payment, assume any obligations, enter into any settlement or compromise agreement, incur any expense, consent to any judgement or court order, provide any formal statement, relating to any **Claim**, without the **Insurer's** prior written consent, except as the **Insured** may be required to do so by any applicable law or regulation.

7. Subrogation, Salvage and Recoveries

- 7.1 Any **Insured** under this **Policy** shall at the request and at the expense of the **Insurer** do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the **Insurer** for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other persons to which the **Insurer** shall be or would become entitled or subrogated upon its paying for or making good any loss under this **Policy**, whether such acts and things shall be or become necessary or required before or after indemnification by the **Insurer**, and shall do nothing to prejudice those rights. In the case of recovery after payment of any loss by the **Insurer**, the amount recovered, after deducting the **Insurer's** costs incurred in obtaining or making such recovery, shall be applied in the following order:
- first to reimburse the **Insured Practice** for any covered loss that was not indemnified under this **Policy** because it exceeded the limits of indemnity;
 - second to reimburse the **Insurer** for any amount paid under this **Policy** in respect of such loss;
 - any balance to the **Insured Practice**.

8. Loss Mitigation

- 8.1 The **Insured** shall use reasonable endeavours at all times during the **Policy Period** to protect the **Insured's** reputation and to do all things reasonably practicable to avoid or mitigate any damage to it, including taking all appropriate legal steps to uphold the **Insured's** reputation, and the defending of all legal actions brought against it by third parties the purpose of which might prejudice, extinguish, diminish or impair the **Insured's** reputation.
- 8.2 Once loss or potential loss, or a **Claim** or potential **Claim**, has been **Discovered**, the **Insured** must take all reasonable steps to prevent further loss, including taking all reasonable measures to remove all traces of any **Malicious Code** before the **Network** resumes operation.

9. Insolvency Events

- 9.1 If a trustee, administrator, receiver or liquidator (including any provisional liquidator) is appointed to any **Insured** entity, then the **Insurer** shall have no liability under this **Policy** in respect of such **Insured** entity (or any of its directors, officers, partners, members or trustees) for any loss, **Claim** or any other amount arising out of or in connection with:
- i. in respect of Section I Insuring Clause 1.A "Damage to Digital Assets" and Insuring Clause 1.B "Non-Physical Business Interruption and Extra Expense", any *Insured Cause* which occurred;
 - ii. in respect of Insuring Clause 1.C "Cyber Extortion", any **Extortion Demand** made;
 - iii. in respect of Section II "Privacy, Confidentiality and Security Liability", any *Wrongful Act* committed or allegedly committed by an **Insured** or any *Wrongful Act* which an **Insured** failed or allegedly failed to prevent;
 - iv. in respect of Section III "Privacy, Regulation Defence, Awards and Fines" and Section V "Multimedia Liability", any *Wrongful Act* committed or allegedly committed by an **Insured**; or
 - v. in respect of Section IV "Customer Care and Reputational Expenses", any underlying cause of loss which occurred;
- after the appointment of the trustee, administrator, receiver or liquidator to such **Insured** entity.

10. Governing Law and Exclusive Jurisdiction

- 10.1 This **Policy** is governed by the law of New South Wales, Australia. All matters arising from or relating to the construction or operation of the provisions of this **Policy** shall be submitted to the exclusive jurisdiction of the courts exercising jurisdiction under the law of New South Wales, Australia.

11. Addition of New Insured Practices

- 11.1 During the **Policy Period**, additional **Insured Practices** may be included under this **Policy** without the prior consent of any **Insureds**. The addition of any **Insured Practices** during the **Policy Period** will not increase the **Insured Practice Aggregate Limit**, the **Policy Aggregate Limit**, any **Insuring Clause Aggregate Limit**, **Policy Section Aggregate Limit** or Aggregate Sub-limits.

12. Cancellation

- 12.1 The **Policyholder** may cancel this **Policy** by providing written notice to the **Insurer**.
- 12.2 The **Insurer** will not cancel this **Policy** except for non-payment of the premium.

13. Sanction Limitation & Exclusion Clause

- 13.1 The **Insurer** will not be deemed to provide cover nor 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 the **Insurer** or its parent to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom, United States of America or other applicable jurisdiction.

14. Liberty Mutual AGM

- 14.1 The **Insurer** is a branch of Liberty Mutual Insurance Company (LMIC), a stock insurance company incorporated in Massachusetts USA. LMIC is an indirect subsidiary of Liberty Mutual Holding Company Inc. (LMHC), a Massachusetts USA mutual holding company. Notice is hereby given that the annual meeting of LMHC is held on the second Wednesday in April of each year at ten o'clock in the morning, local time, at LMHC's office at 175 Berkeley Street, Boston, Massachusetts USA.
- 14.2 This notice is for members of LMHC only. One becomes a member of LMHC by virtue of being a policyholder of LMIC. Membership rights terminate when one ceases to be a policyholder of LMIC. Members of LMHC may request a copy of LMHC's annual financial statements, which are posted on Liberty Mutual's website at www.libertymutual.com, by writing to Liberty Mutual Holding Company Inc., 175 Berkeley Street, Boston, Massachusetts 02116.

15. Electronic Communications

The **Insurer** may issue by electronic mail or post any notices required to be given under the *Insurance Contracts Act 1984 (Cth)* or otherwise.

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A subsidiary of Avant Mutual Group Limited ABN 58 123 154 898

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