



# Cyber Insurance Policy

(Policy number CBR-M01)  
Issued to clients of VMIA



# Contents

1.	Insuring Clauses.....	4
1.1.	Response Expenses	4
1.2.	First Party Losses	4
a.	Business Interruption Loss	4
b.	Cyber Extortion Loss	4
c.	Data Recovery Costs	4
1.3.	Liability	4
a.	Data & Network Liability	4
b.	Regulatory Defence & Penalties	4
c.	Payment Card Liabilities & Costs	5
d.	Media Liability	5
2.	Definitions .....	6
3.	Exclusions.....	13
3.1.	Anti-Competitive Conduct	13
3.2.	Bodily Injury and Property Damage	13
3.3.	Contractual Liability	13
3.4.	Employment	13
3.5.	Directors and Officers Liability	13
3.6.	Infrastructure or Security Failure	14
3.7.	Intellectual Property	14
3.8.	Intentional Act	14
3.9.	Prior Claims and Circumstances	15
3.10.	Seizure	15
3.11.	Trading Losses	15
3.12.	USA / Canada	15
3.13.	Insured v. Insured	15
3.14.	Recall and Replacement	15
3.15.	Licensing Bodies and Joint Ventures	15
3.16.	War / Terrorism	16
4.	Claims.....	17
4.1	Notification of Claims	17
4.2	Continuity	17
4.3	Related Claims	17
4.4	Defence and Settlement	18

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4.5	Insurer's Consent	18
4.6	Cooperation	18
4.7	Allocation	19
4.8	Allocation Disputes	19
4.9	Extended Reporting Period	19
5.	Limit and Deductible .....	20
5.1.	Limit of Liability	20
5.2.	Deductible	20
6.	General Provisions .....	21
6.1.	Assignment	21
6.2.	Insolvency	21
6.3.	Plurals, Headings and Titles	21
6.4.	Scope and Governing Law	21
6.5.	Subrogation	21
	Privacy Statement .....	22

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Notice: Insuring Clauses 1.1 and 1.2 of this policy provide first party coverage on an incident discovered and reported basis and apply only to incidents first discovered by the **Insured** and reported to **VMIA** during the **Policy Period**. This policy's liability insuring clauses provide coverage on a claims made and reported basis and apply only to claims first made against the insured during the **Policy Period** and reported to the **VMIA** in accordance with the terms of this **Policy**. Amounts incurred as claims expenses under this **Policy** will reduce and may exhaust the **Limit of Liability** and are subject to retentions. Subject to all the provisions of this policy, the **VMIA** agrees with the **Insured** as follows.

## 1. Insuring Clauses

### 1.1. Breach Response Expenses

**VMIA** will cover the **Insured Organisation** for **Breach Response Costs** incurred by the **Insured Organisation** because of an actual or reasonably suspected **Data Breach** or **Security Breach** that the **Insured** first discovers during the **Policy Period**.

### 1.2. First Party Losses

**VMIA** will cover the **Insured Organisation** for:

#### a. Business Interruption Loss

**Business Interruption Loss** that the **Insured Organisation** sustains as a result of a **Security Breach** that the **Insured** first discovers during the **Policy Period**.

#### b. Cyber Extortion Loss

**Cyber Extortion Loss** that the **Insured Organisation** incurs as a result of an **Extortion Threat** first made against the **Insured Organisation** during the **Policy Period**. Cover for **Cyber Extortion Payment** is on a reimbursement basis only.

#### c. Data Recovery Costs

**Data Recovery Costs** that the **Insured Organisation** incurs as a direct result of a **Security Breach** that the **Insured** first discovers during the **Policy Period**.

### 1.3. Liability

**VMIA** will cover the **Insured Organisation** for:

#### a. Data & Network Liability

To pay **Damages** and **Claims Expenses**, which the **Insured** is legally obligated to pay because of any **Claim** first made against any **Insured** during the **Policy Period** for:

1. a **Data Breach**;
2. a **Security Breach**;
3. the **Insured Organisation's** failure to timely disclose a **Data Breach** or **Security Breach**;
4. failure by the **Insured** to comply with that part of a **Privacy Policy** that specifically:
  - a. prohibits or restricts the **Insured Organisation's** disclosure, sharing or selling of **Personally Identifiable Information**;
  - b. requires the **Insured Organisation** to provide an individual access to **Personally Identifiable Information** or to correct incomplete or inaccurate **Personally Identifiable Information** after a request is made; or
  - c. mandates procedures and requirements to prevent the loss of **Personally Identifiable Information**;

provided the **Insured Organisation** has in force, at the time of such failure, a **Privacy Policy** that addresses those subsections above that are relevant to such **Claim**.

#### b. Regulatory Defence & Penalties

To pay **Penalties** and **Claims Expenses**, which the **Insured** is legally obligated to pay because of a **Regulatory Proceeding** first made against any **Insured** during the **Policy Period** for a **Data Breach** or a **Security Breach**.

c. Payment Card Liabilities & Costs

To cover the Insured Organisation for PCI Fines, Expenses and Costs which it is legally obligated to pay because of a Claim first made against any Insured during the Policy Period.

d. Media Liability

To pay Damages and Claims Expenses, which the Insured is legally obligated to pay because of any Claim first made against any Insured during the Policy Period for Media Liability.

## 2. Definitions

Wherever used in this **Policy**, the following terms shall be deemed to have the meanings ascribed to them below:

**Additional Insured** means any person or entity that the **Insured Organisation** has agreed in writing to add as an **Additional Insured** under this **Policy** prior to the commission of any act for which such person or entity would be provided coverage under this **Policy**, but only to the extent the **Insured Organisation** would have been liable and coverage would have been afforded under the terms and conditions of this **Policy** had such **Claim** been made against the **Insured Organisation**.

**Breach Notice Law** means any statute or regulation that requires notice to persons whose personal information was accessed or reasonably may have been accessed by an unauthorised person. **Breach Notice Law** also includes any statute or regulation requiring notice of a **Data Breach** to be provided to governmental or regulatory authorities.

**Breach Response Costs** means the following fees and costs incurred by or on behalf of the **Insured Organisation** with **VMIA's** prior written consent in response to an actual or reasonably suspected **Data Breach** or **Security Breach**:

1. for a lawyer to provide necessary legal advice to the **Insured Organisation** to evaluate its obligations pursuant to **Breach Notice Laws** or a **Merchant Services Agreement**, or other matters in relation to responding to an actual or reasonably suspected **Data Breach** or **Security Breach**.
2. for a computer security expert to determine the existence, cause and scope of an actual or reasonably suspected **Data Breach** or **Security Breach**, and if such **Data Breach** or **Security Breach** is actively in progress on the **Insured Organisation's Computer Systems**, to assist in containing it;
3. for a **PCI** forensic investigator to investigate the existence and extent of an actual or reasonably suspected **Data Breach** involving payment card data and for a **Qualified Security Assessor** to certify and assist in attesting to the **Insured Organisation's PCI** compliance, as required by a **Merchant Services Agreement**;
4. to notify those individuals whose **Personally Identifiable Information** was potentially impacted by a **Data Breach**;
5. to provide a call centre to respond to inquiries about a **Data Breach**;
6. to provide a (1) year credit monitoring, identity monitoring or other personal fraud or loss prevention solution, to be approved by the **VMIA**, to individuals whose **Personally Identifiable Information** was potentially impacted by a **Data Breach**; and
7. public relations and crisis management costs directly related to mitigating harm to the **Insured Organisation** which are approved in advance by the **VMIA** in their discretion.
8. For the cost to provide translation services to manage communications with affected individuals.

**Breach Response Costs** will not include any internal salary or overhead expenses of the **Insured Organisation**.

**Business Interruption Loss** means:

1. **Income Loss**;
2. **Forensic Expenses**; and
3. **Extra Expense**;

actually sustained during the **Period of Restoration** as a result of the actual interruption of the **Insured Organisation's** business operations caused by a **Security Breach**. Coverage for **Business Interruption Loss** will apply only after the **Waiting Period** has elapsed.

**Business Interruption Loss** will not include

- (i) loss arising out of any liability to any third party;
- (ii) legal costs or legal expenses;
- (iii) loss incurred as a result of unfavourable business conditions;

- (iv) loss of market or any other consequential loss; or
- (v) **Data Recovery Costs**.

**Claim** means:

1. a written demand received by any **Insured** for money or services;
2. with respect to coverage provided under the insuring clause 1.3. b. Regulatory Defence & Penalties clause only, institution of a **Regulatory Proceeding** against any **Insured**;
3. with respect to coverage provided under **clause 1.3. a. 1**, a of the Data & Network Liability insuring clause only, a demand received by any **Insured** to fulfill the **Insured Organisation's** contractual obligation to provide notice of a **Data Breach** pursuant to a **Breach Notice Law**; and
4. a written request or agreement to toll or waive a statute of limitations relating to a potential **Claim**.

Multiple **Claims** arising from the same or a series of related, repeated or continuing acts, errors, omissions or events will be considered a single **Claim** for the purposes of this **Policy**. All such **Claims** will be deemed to have been made at the time of the first such **Claim**.

**Claims Expenses** means:

1. all reasonable and necessary legal costs and expenses resulting from the investigation, defence and appeal of a **Claim**, or circumstance which might lead to a **Claim**, if incurred by the **VMIA**, or by the **Insured** with the prior written consent of the **VMIA**; and
2. the premium cost for appeal bonds for covered judgments or bonds to release property used to secure a legal obligation, if required in any **Claim** against an **Insured**; provided the **VMIA** will have no obligation to appeal or to obtain bonds.

**Claims Expenses** will not include any salary, overhead, or other charges by the **Insured** for any time spent in cooperating in the defence and investigation of any **Claim** or circumstance that might lead to a **Claim** notified under this **Policy**, or costs to comply with any regulatory orders, settlements or judgments.

**Computer Security** means software, computer or network hardware devices, as well as the **Insured Organisation's** written information security policies and procedures, the function or purpose of which is to prevent **Unauthorised Access** or **Use**, a denial-of-service attack against **Computer Systems**, infection of **Computer Systems** by malicious code or transmission of malicious code from **Computer Systems**. **Computer Security** includes anti-virus and intrusion detection software, firewalls and electronic systems that provide access control to **Computer Systems** through the use of passwords, biometric or similar identification of authorised users.

**Computer Systems** means computers, any software residing on such computers and any associated devices or equipment:

1. operated by and either owned by or leased to the **Insured Organisation**; or
2. with respect to coverage under the **Breach Response Costs** and **Liability** insuring clauses, operated by a third party pursuant to written contract with the **Insured Organisation** and used for the purpose of providing hosted computer application services to the **Insured Organisation** or for processing, maintaining, hosting or storing the **Insured Organisation's** electronic data.
3. Systems operated by a third-party service provider and used for the purposes of providing hosted computer application services to the **Insured Organisation** or for processing, maintaining, hosting or storing the **Insured Organisation's** electronic data, pursuant to written contract with the **Insured Organisation** for such services.

**Continuity Date** means:

1. the **Continuity Date** stated in the **Schedule** as the **Retroactive Date**; and
2. with respect to any **Subsidiaries** acquired after the **Continuity Date** listed in the **Schedule**, the date the **Named Insured** acquired such **Subsidiary**.

**Control Group** means any principal, partner, corporate officer, director, general counsel (or most senior legal counsel) or risk manager of the **Insured Organisation** and any individual in a substantially similar position.

**Credit Monitoring Product** means a product, to be approved by **VMIA**, that provides one (1) year of credit file monitoring, plus mailing and other reasonable third-party administrative costs associated with offering such product to individuals whose **Personal Data** was compromised or reasonably believed to be compromised as a result of a theft, loss or **Unauthorised Disclosure** in an incident that gives rise to notification of such individual pursuant to Insuring Clause

1.1.

**Cyber Extortion Loss** means:

1. any **Extortion Payment** that has been made by or on behalf of the **Insured Organisation** where legally allowed, and insurable by law, and with the **VMIA's** prior written consent to prevent or terminate an **Extortion Threat**; or
2. an otherwise covered **Extortion Payment** that is lost in transit by actual destruction, disappearance or wrongful abstraction while being conveyed by any person authorized by or on behalf of the **Insured Organisation** to make such conveyance; and
3. reasonable and necessary expenses incurred by the **Insured Organisation** with the **VMIA's** prior written consent to prevent or respond to an **Extortion Threat**;

provided, that **Cyber Extortion Loss** shall not exceed the covered **Loss** that the **Insured Organisation** would have incurred had the **Extortion Payment** not been paid.

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**Damages** means a monetary judgment, award or settlement, including any award of prejudgment or post-judgment interest; but **Damages** will not include:

1. future profits, restitution, disgorgement of unjust enrichment or profits by an **Insured**, or the costs of complying with orders granting injunctive or equitable relief;
2. return or offset of fees, charges or commissions charged by or owed to an **Insured** for goods or services already provided or contracted to be provided;
3. taxes or loss of tax benefits;
4. fines, sanctions or penalties;
5. punitive or exemplary damages or any damages which are a multiple of compensatory damages, unless insurable by law in any applicable venue that most favours coverage for such punitive, exemplary or multiple damages;
6. discounts, coupons, prizes, awards or other incentives offered to the **Insured's** customers or clients;
7. liquidated damages, but only to the extent that such damages exceed the amount for which the **Insured** would have been liable in the absence of such liquidated damages agreement;
8. fines, costs and/or other amounts an **Insured** is responsible to pay under a **Merchant Services Agreement**; or
9. any amounts for which the **Insured** is not liable, or for which there is no legal recourse against the **Insured**.

**Data** means any software or electronic data that exists in **Computer Systems** and that is subject to regular back-up procedures.

**Data Breach** means the theft, loss, or **Unauthorised Disclosure** of **Personally Identifiable Information** or **Third Party Information** that is in the care, custody or control of the **Insured Organisation** or a third party for whose theft, loss or **Unauthorised Disclosure** of **Personally Identifiable Information** or **Third Party Information** the **Insured Organisation** is liable.

**Data Recovery Costs** means the reasonable and necessary costs incurred by the **Insured Organisation** to regain access to, replace, or restore **Data**, or if **Data** cannot reasonably be accessed, replaced, or restored, then the reasonable and necessary costs incurred by the **Insured Organisation** to reach this determination. For avoidance of doubt, reasonable and necessary costs and expenses include internal overtime salary costs of the **Insured Organisation's** employees, but only where employees are diverted from their normal duties to support restoration, assembly, and/or recreation of **Data** as an **Extra Expense**.

**Data Recovery Costs** will not include:

- (i) the monetary value of profits, royalties, or lost market share related to **Data**, including but not limited to trade secrets or other proprietary information or any other amount pertaining to the value of **Data**;
- (ii) legal costs or legal expenses;
- (iii) loss arising out of any liability to any third party; or
- (iv) **Cyber Extortion Loss**.

**Digital Currency** means a type of digital currency that:

1. requires cryptographic techniques to regulate the generation of units of currency and verify the transfer thereof;
2. is both stored and transferred electronically; and
3. operates independently of a central bank or other central authority.

**Extended Reporting Period** means any event of non-renewal or cancellation of this **Policy** for any reason except the non-payment of premium, the **Insured Organisation** will have the right to purchase run off cover. In order for the **Insured Organisation** to invoke the **Extended Reporting Period** option, the payment of the additional premium must be paid to the **VMIA** within 60 days of the termination of this **Policy**.

The purchase of the **Extended Reporting Period** will in no way increase the **Policy Limit of Liability** or any sublimit of liability. At the commencement of the **Extended Reporting Period** the entire premium will be deemed earned, and in the event the **Extended Reporting Period** terminates the **Extended Reporting Period** for any reason prior to its natural expiration, the **VMIA** will not be liable to return any premium paid for the **Extended Reporting Period**.

**Extortion Payment** means **Money**, **Digital Currency**, marketable goods or services demanded to prevent or terminate an **Extortion Threat**.

**Extortion Threat** means a threat to:

1. alter, destroy, damage, delete or corrupt **Data**;
2. perpetrate the **Unauthorised Access** or **Use of Computer Systems**;
3. prevent access to **Computer Systems** or **Data**;
4. steal, misuse or publicly disclose **Data**, **Personally Identifiable Information** or **Third Party Information**;
5. introduce malicious code into **Computer Systems** or to third party computer systems from **Computer Systems**; or
6. interrupt or suspend **Computer Systems**;

unless an **Extortion Payment** is received from or on behalf of the **Insured Organisation**.

**Extra Expense** means:

1. reasonable and necessary expenses incurred by the **Insured Organisation** during the **Period of Restoration** to maintain their normal business operations, or to minimize, reduce or avoid **Income Loss**, over and above those expenses the **Insured Organisation** would have incurred had no **Security Breach** occurred.
2. reasonable and necessary costs of repairing or replacing **Computer Systems**, firmware and/or software where a failure of **Computer Security** to prevent a **Security Breach** makes such repair or replacement necessary to restore the functionality and operation of the **Insured's Computer Systems** to the level that existed prior to the failure of **Computer Security**. When repairing or replacing **Computer Systems**, firmware and/or software, VMIA will pay additional costs to install newer, upgraded and/or improved versions of **Computer Systems**, firmware and/or software, including the cost of acquiring or installing alternative or completely unrelated **Computer Systems**. Provided that the maximum amount VMIA will pay is no more than the cost that would have been incurred to repair or replace the original **Computer Systems**, firmware and/or software.
3. reasonable and necessary expenses incurred by the **Insured Organisation** to replace computers or any associated devices or equipment operated by, and either owned by or leased to, the **Insured Organisation** that are unable to function as intended due to corruption or destruction of software or firmware directly resulting from a **Security Breach**, provided however that the maximum sublimit applicable to **Extra Expense** incurred to replace such devices or equipment is AUD \$1 million.

**Forensic Expenses** means reasonable and necessary expenses incurred by the **Insured Organisation** to investigate the source or cause of a **Business Interruption Loss**.

**Income Loss** means an amount equal to:

1. net profit or loss before interest and tax that the **Insured Organisation** would have earned or incurred; and
2. continuing normal operating expenses incurred by the **Insured Organisation** (including payroll), but only to the extent that such operating expenses must necessarily continue during the **Period of Restoration**.

In determining **Income Loss**, due consideration shall be given to:

- a) the prior experience of the **Insured Organisation's** business operations before the beginning of the **Period of Restoration**;
- b) the probable business operations the **Insured Organisation** could have performed had no actual and necessary interruption occurred as result of a failure of **Computer Security** to prevent a **Security Breach**; and
- c) the **Insured Organisation's** ability to reasonably reduce or limit the interruption of **Computer Systems** or conduct its business operations by other means.
- d) any sum(s) saved during the **Period of Restoration** in respect of charges and/or expenses of the **Insured Organisation** that may cease or be reduced in consequence of the interruption.

**Identity Monitoring Product** means the offering of a product or service that provides up to one (1) year of monitoring of the internet for the possible presence of an individual's **Personal Data** that was compromised or reasonably believed to be compromised as a result of theft, loss or **Unauthorised Disclosure** in the incident giving rise to notification of such individual pursuant to Insuring Clause 1.1.

**Individual Contractor** means any natural person who performs labour or service for the **Insured Organisation** pursuant to a written contract or agreement with the **Insured Organisation**. The status of an individual as an **Individual Contractor** will be determined as of the date of an alleged act, error or omission by any such **Individual Contractor**.

**Insured** means:

1. the **Insured Organisation**;
2. any director or officer of the **Insured Organisation**, but only with respect to the performance of his or her duties as such on behalf of the **Insured Organisation**;
3. an employee (including a part time, temporary, leased or seasonal employee or volunteer) or **Individual Contractor** of the **Insured Organisation**, but only for work done while acting within the scope of his or her employment and related to the conduct of the **Insured Organisation's** business;
4. a principal if the **Named Insured** is a sole proprietorship, or a partner if the **Named Insured** is a partnership, but only with respect to the performance of his or her duties as such on behalf of the **Insured Organisation**;
5. any person who previously qualified as an **Insured** under parts 2., 3. and 4. above, but only with respect to the performance of his or her duties as such on behalf of the **Insured Organisation**;
6. an **Additional Insured**, but only as respects **Claims** against such person or entity for acts, errors or omissions of the **Insured Organisation**;
7. the estate, heirs, executors, administrators, assigns and legal representatives of any **Insured** in the event of such **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this **Policy**; and
8. the lawful spouse, including any natural person qualifying as a domestic partner of any **Insured**, but solely by reason of any act, error or omission of an **Insured** other than such spouse or domestic partner.

**Insured Organisation** means the **Named Insured** and any **Subsidiaries**.

**Limit of Liability** means the amount stated in the **Policy Schedule**.

**Loss** means **Breach Response Costs, Business Interruption Loss, Claims Expenses, Cyber Extortion Loss, Damages, Data Recovery Costs, PCI Fines, Expenses and Costs, Penalties** and any other amounts covered under this **Policy**.

Multiple **Losses** arising from the same or a series of related, repeated or continuing acts, errors, omissions or events will be considered a single **Loss** for the purposes of this **Policy**.

With respect to the **Breach Response Costs** and **First Party Loss** insuring clauses, all acts, errors, omissions or events (or series of related, repeated or continuing acts, errors, omissions or events) giving rise to a **Loss** or multiple **Losses** in connection with such insuring agreements will be deemed to have been discovered at the time the first such act, error, omission or event is discovered.

**Media Liability** means one or more of the following acts committed by, or on behalf of, the **Insured Organisation** in the course of creating, displaying, broadcasting, disseminating or releasing **Media Material** to the public:

1. defamation, libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organisation;
2. a violation of the rights of privacy of an individual, including false light, intrusion upon seclusion and public disclosure of private facts;
3. invasion or interference with an individual's right of publicity, including commercial appropriation of name, persona, voice or likeness;
4. plagiarism, piracy, or misappropriation of ideas under implied contract;
5. infringement of copyright;
6. infringement of domain name, trademark, trade name, trade dress, logo, title, metatag, or slogan, service mark or service name;
7. improper deep-linking or framing;
8. false arrest, detention or imprisonment;
9. invasion of or interference with any right to private occupancy, including trespass, wrongful entry or eviction; or
10. unfair competition, if alleged in conjunction with any of the acts listed in parts 5. or 6. above.

**Media Material** means any information, including words, sounds, numbers, images or graphics, but will not include computer software or the actual goods, products or services described, illustrated or displayed in such **Media Material**.

**Member** means a member of a **Limited Liability Partnership**, as determined by the Limited Liability Partnerships Act 2000, as may be amended.

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**Merchant Services Agreement** means any agreement between an **Insured** and a financial institution, credit/debit card company, credit/debit card processor or independent service operator enabling an **Insured** to accept credit card, debit card, prepaid card or other payment cards for payments or donations.

**Money** means a medium of exchange in current use authorized or adopted by a domestic or foreign government as a part of its currency.

**Named Insured** means the **Named Insured** listed in the **Policy Schedule**.

**PCI Fines, Expenses and Costs** means the monetary amount owed by the **Insured Organisation** under the terms of a **Merchant Services Agreement** as a direct result of a suspected **Data Breach**. With the prior consent of the **VMIA**, **PCI Fines, Expenses and Costs** includes reasonable and necessary legal costs and expenses incurred by the **Insured Organisation** to appeal or negotiate an assessment of such monetary amount.

**PCI Fines, Expenses and Costs** will not include any charge backs, interchange fees, discount fees or other fees unrelated to a **Data Breach**.

**Penalties** means:

1. any monetary civil fine or penalty payable to a governmental entity that was imposed in a **Regulatory Proceeding**; and
2. amounts which the **Insured** is legally obligated to deposit in a fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement of a **Regulatory Proceeding** (including such amounts required to be paid into a "Consumer Redress Fund");

but will not include:

- (a) costs to remediate or improve **Computer Systems**;
- (b) costs to establish, implement, maintain, improve or remediate security or privacy practices, procedures, programs or policies;
- (c) audit, assessment, compliance or reporting costs; or
- (d) costs to protect the confidentiality, integrity and/or security of **Personally Identifiable Information** or other information.

The insurability of **Penalties** will be in accordance with the law in the applicable venue that most favors coverage for such **Penalties**.

**Period of Restoration** means the 180-day period of time that begins upon the actual and necessary interruption of the **Insured Organisation's** business operations.

**Personally Identifiable Information** means:

1. any information concerning an individual that is defined as personal information under any **Breach Notice Law**; and
2. an individual's driver's license number, unpublished telephone number, and credit, debit or other financial account numbers in combination with associated security codes, access codes, passwords or PINs; if such information allows an individual to be uniquely and reliably identified or contacted or allows access to the individual's financial account or medical record information.

but will not include information that is lawfully made available to the general public.

**Policy** means this policy wording.

**Policy Period** means the period of time between the inception date listed in the **Policy Schedule** and the effective date of termination, expiration or cancellation of this **Policy** and specifically excludes any **Extended Reporting Period**, prior policy period or renewal period.

**Privacy Policy** means the **Insured Organisation's** public declaration of its policy for collection, use, disclosure, sharing, dissemination and correction or supplementation of, and access to **Personally Identifiable Information**.

**Policy Schedule** or **Schedule** means the schedule issued with this **Policy** wording.

**Qualified Security Assessor** means any accredited professional that can certify and attest to the **Insured's** Payment Card Industry Data Security Standard compliance standards.

**Regulatory Proceeding** means a request for information, civil investigative demand, or civil proceeding brought by or on behalf of any national, local or foreign governmental entity in such entity's regulatory or official capacity.

**Retroactive Date** means the **Retroactive Date** specified in the **Schedule**.

**Securities** means negotiable and non-negotiable instruments or contracts representing either **Money** or tangible property that has intrinsic value.

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**Security Breach** means a failure of **Computer Security** to prevent:

1. **Unauthorised Access or Use of Computer Systems**, including **Unauthorised Access or Use** resulting from the theft of a password from a **Computer System** or from any **Insured**;
2. a denial of service attack affecting **Computer Systems**;
3. with respect to coverage under the Liability insuring agreements, a denial of service attack affecting computer systems that are not owned, operated or controlled by an **Insured**; or
4. infection of **Computer Systems** by malicious code or transmission of malicious code from **Computer Systems**.

**Subsidiary** means any entity:

1. which, on or prior to the inception date of this **Policy**, the **Named Insured** owns, directly or indirectly, more than 50% of the outstanding voting securities ("Management Control"); and
2. which the **Named Insured** acquires **Management Control** after the inception date of this **Policy**; provided that:
  - (i) the revenues of such entity do not exceed 15% of the **Named Insured's** annual revenues; or
  - (ii) if the revenues of such entity exceed 15% of the **Named Insured's** annual revenues, then coverage under this **Policy** will be afforded for a period of 60 days, but only for any **Claim** that arises out of any act, error, omission, incident or event first occurring after the entity becomes so owned. Coverage beyond such 60 day period will only be available if the **Named Insured** gives the **VMIA** written notice of the acquisition, obtains the written consent of **VMIA** to extend coverage to the entity beyond such 60 day period and agrees to pay any additional premium required by **VMIA**.

This **Policy** provides coverage only for acts, errors, omissions, incidents or events that occur while the **Named Insured** has **Management Control** over an entity.

**Third Party Information** means any trade secret, data, design, interpretation, forecast, formula, method, practice, credit or debit card magnetic strip information, process, record, report or other item of information of a third party not insured under this **Policy** which is not available to the general public.

**Unauthorised Access or Use** means the gaining of access to or use of **Computer Systems** by an unauthorised person(s) or the use of **Computer Systems** in an unauthorised manner.

**Unauthorised Disclosure** means the disclosure of (including disclosure resulting from phishing) or access to information in a manner that is not authorised by the **Insured Organisation** and is without knowledge of, consent, or acquiescence of any member of the **Control Group**.

**VMIA** means the Victorian Managed Insurance Authority ABN 39 682 497 841.

**Waiting Period** means the period of time beginning when the actual and necessary interruption of **Computer Systems** caused directly by a failure of **Computer Security** to prevent a **Security Breach** begins and expiring after the elapse of the number of hours set forth in the **Schedule**. A **Waiting Period** shall apply to each **Period of Restoration**.

### 3. Exclusions

The coverage under this **Policy** will not apply to any **Loss** or payment arising out of or in connection with any **Claim**:

#### 3.1. Anti-Competitive Conduct

for and arising out of or resulting from any actual or alleged false deceptive or unfair trade practices, antitrust violation, restraint of trade, unfair competition, or false or deceptive or misleading advertising; however this exclusion does not apply to:

1. any **Claim** covered under Insuring Clause 1.3.a., or 1.3.b. that results from a theft, loss or **Unauthorised Disclosure of Personally Identifiable Information**; or
2. **Breach Response Costs** covered under Insuring Clause 1.1.,

provided that no member of the **Control Group** participated or is alleged to have participated or colluded in such theft, loss or **Unauthorised Disclosure of Personally Identifiable Information**;

#### 3.2. Bodily Injury and Property Damage

for and arising out of or resulting from:

1. physical injury, sickness, disease or death of any person, including any mental anguish or emotional distress that results from such physical injury, sickness, disease or death; or
2. physical damage to or destruction of any tangible property, including the loss of use thereof provided that this exclusion will not apply to the loss of use of computers or any associated devices or equipment operated by, and either owned by or leased to, the **Insured Organisation** that are unable to function as intended due to corruption or destruction of software or firmware directly resulting from a **Security Breach**; and provided further that electronic data shall not be considered tangible property for purposes of this exclusion.

#### 3.3. Contractual Liability

for and arising out of or resulting from any obligation under or breach of any contract or agreement, except:

1. with respect to **clause 1.3. a. 1.**, to an obligation to maintain the confidentiality or security of **Personal Data** or of **Third Party Information** (provided this exception does not apply to any obligation under a **Merchant Services Agreement**);
2. to **Breach Response Costs** covered under Insuring Clause 1.1.;
3. with respect to clause 1.3.d. to:
  - a) liability assumed under contract; or
  - b) misappropriation of ideas under an implied contract;
4. to **PCI Fines, Expenses and Costs** covered under clause 1.3.c.; or
5. to the extent the **Insured** would have been liable in the absence of such contract or agreement;

#### 3.4. Employment, Discrimination and Racketeering

For and arising out of or resulting from any

1. actual or alleged violation of any racketeering, fraud, organized crime or conspiracy law
2. actual or alleged acts, errors or omissions related to any of the **Insured Organisation's** pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts, including any violations of the Pensions Act 2014;
3. employment or labour relations, policies, practices, acts or omissions, or any actual or alleged refusal to employ any person, or misconduct with respect to employees (including any actual or alleged discrimination);

whether such **Claim** is brought by an employee, former employee, applicant for employment, or relative or domestic partner of such person.

This exclusion shall not apply to:

1. A **Claim** under Insuring Clauses 1.3.a. 1.a by a current or former employee of the **Insured Organisation**; or
2. **Breach Response Costs** involving current or former employees of the **Insured Organisation**;

### 3.5. Directors and Officers Liability

for and arising out of or resulting from any actual or alleged act, error or omission or breach of duty by any director, officer or **Member** in the discharge of their duty if the **Claim** is brought by or on behalf of the **Named Insured**, a **Subsidiary**, or any principals, directors, officers, **Members**, stockholders, members or employees of the **Named Insured** or a **Subsidiary** in his or her capacity as such.

### 3.6. Infrastructure or Security Failure

With respect to Insuring Clause 1.2 arising out of, for and arising out of or resulting from:

1. failure or malfunction of electrical, satellite or telecommunications infrastructure, or services, provided that this exclusion shall not apply to any otherwise covered **Claim** or **Loss** arising out of failure of **Computer Security** to prevent a **Security Breach** that was solely caused by a failure or malfunction of telecommunications infrastructure or services under the **Insured Organisation's** direct operational control.
2. fire, flood, earthquake, volcanic eruption, explosion, lighting, wind, hail, tidal wave, landslide, act of God or other physical event.

### 3.7. Intellectual Property

for and arising out of or resulting from any;

1. infringement, misuse or abuse of patent or patent rights;
2. infringement of copyright arising from or related to software code or software products other than infringement resulting from a theft or **Unauthorised Access or Use** of software code by a person who is not a past, present or future employee, director, officer, partner or independent contractor of the **Insured Organisation**; or
3. use or misappropriation of any ideas, trade secrets or **Third Party Information**
  - (i) by, or on behalf of, the **Insured Organisation**; or
  - (ii) by any other person or entity if such use or misappropriation is done with the knowledge, consent or acquiescence of a member of the **Control Group**;

if such use of misappropriation is done with the knowledge, consent or acquiescence of a member of the Control Group.

### 3.8. Intentional Act

Arising out of, based upon or attributable to any intentional, violation of a **Privacy Policy**, or intentional or knowing violation of the law, (including the unlawful collection or retention of **Personally Identifiable Information** or other personal information, as well as the distribution of unsolicited email, text messages, direct mail, facsimiles or other communications, wiretapping, audio or video recording, or telemarketing, if such distribution, wiretapping, recording or telemarketing is done by or on behalf of the **Insured Organisation**), if committed by any **Insured**, or by others if such **Insured** colluded or participated in any such conduct or activity;

This exclusion shall not apply to:

1. **Claims Expenses** incurred in defending any **Claim** alleging the foregoing until such time as there is a final adjudication, judgement, binding arbitration decision or conviction against the **Insured**, or written admission by the **Insured**, establishing such conduct, or a plea of *nolo contendere* or no contest regarding such conduct, at which time the **Named Insured** shall reimburse **VMIA** for all **Claims Expenses** incurred defending the **Claim** and **VMIA** shall have no further liability for **Claims Expenses**; or
2. a **Claim** or **Loss** against a natural person **Insured** if such **Insured** did not personally commit, or participate in any such violation of a **Privacy Policy** or violation of the law.

For purposes of this exclusion, only acts, errors, omissions or knowledge of a member of the **Control Group** will be imputed to the **Insured Organisation**;

### 3.9. Prior Claims and Circumstances

For, arising out of or resulting from any act, error, omission, incident, failure of **Computer Security**, or **Security Breach** committed or occurring prior to the inception date of this **Policy**:

1. if any member of the **Control Group** on or before the **Continuity Date** knew or could have reasonably foreseen that such act, error, omission, or incident, failure of **Computer Security**, or **Security Breach** might be expected to be the basis of a **Claim** or **Loss**; or
2. in respect of which any **Insured** has given notice of a circumstance, which might lead to a **Claim** or **Loss**, to the insurer of any other policy in force prior to the earlier of:
  - a) the inception date of this **Policy**; or
  - b) if this **Policy** is a renewal, the inception date of the first consecutive policy issued by **VMIA** for which this **Policy** is a renewal or replacement.

### 3.10. Seizure

With respect to Insuring Clauses 1.2. arising out of or resulting from any seizure, nationalization, confiscation, or destruction of **Computer Systems** or **Data** by order of any governmental or public authority.

### 3.11. Trading Losse, Loss of Money & Discounts

Arising out of, based upon or attributable to

1. any trading losses or trading liabilities or change in value of accounts;
2. any loss, transfer or theft of monies, securities or tangible property of the **Insured** or others in the care, custody or control of the **Insured Organisation**
3. monetary value of any electronic fund transfers or transactions by or on behalf of the **Insured** which is lost, diminished or damaged during transfer from, into or between accounts;
4. the value of coupons, price discounts, prizes, awards or any other valuable consideration given in excess of the total contracted or expected amount.

### 3.12. USA / Canada

Made, occurring or pending within; or to enforce a judgment obtained in, the United States of America, Canada, or any of their territories or possessions.

### 3.13. Insured vs. Insured

For, arising out of or resulting from a **Claim** by or on behalf of one or more **Insureds** under this Insurance against any other **Insured** or **Insureds** under this Insurance; provided this exclusion shall not apply to an otherwise covered **Claim** under **Insuring Clause 1.3.a.** made by a current or former employee of the **Insured Organisation**.

### 3.14. Recall and Replacement

For, arising out of or resulting from any costs or expenses incurred or to be incurred by the **Insured** or others for the reprinting, reposting, recall, removal or disposal of any **Media Material** or any other information, content or media, including any media or products containing such **Media Material**, information, content or media.

### 3.15. Licensing Bodies and Joint Ventures

For, arising out of or resulting from:

1. the actual or alleged obligation to make licensing fee or royalty payments, including but limited to the amount or timeliness of such payments;
2. any **Claim** brought by or on behalf of any intellectual property licensing bodies or organisations, including but not limited to the Society of European Stage Authors and Composers, the American Society of Composers, Authors and Publishers or Broadcast Music, Inc.;
3. any **Claim** made by or on behalf of any independent contractor, joint venturer or venture partner arising out of or resulting from disputes over ownership of rights in **Media Material** or services provided by such independent contractor, joint venturer or venture partner.

### 3.16. War / Terrorism

Arising out of, based upon or attributable to any war (declared or otherwise), terrorism, warlike, military, terrorist or guerrilla activity, sabotage, force of arms, hostilities (declared or undeclared), rebellion, revolution, civil disorder, insurrection, usurped power, confiscation, nationalisation or destruction of or damage to property by or under the order of, any governmental, public or local authority or any other political or terrorist organisation; provided, however, that this Exclusion shall not apply to a **Extortion Threat** under the **Cyber Extortion Extension**. Provided however that this exclusion shall not apply to actual, alleged or threatened **Cyber Terrorism**.

For purposes of this Exclusion, **Cyber Terrorism** means the premeditated use of disruptive activities, or threat to use disruptive activities, against a computer system or network with the intention to cause harm, further social, ideological, religious, political or similar objectives, or to intimidate any person(s) in furtherance of such objectives.

### 3. Claims

#### 4.1 Notification of Claims

- i. The **Insured** shall, as a condition precedent to the obligations of **VMIA** under this policy give notice to **VMIA**, of any **Claim** first made against the Insured, or discovery of an incident (or reasonably suspected incident) described in Insuring Clauses 1.1, 1.2 and 1.3 as soon as practicable and during the **Policy Period**. All notifications must be in writing and;
- ii. The **Insured** shall, as a condition precedent to the obligations of **VMIA** under Clause 4.1 of this policy:
  - a) Prepare and submit a written and detailed proof of loss sworn by an officer of the **Insured** within ninety days (90) days (unless such period has been extended by **VMIA's** written consent) after the **Insured** sustains a **Business Interruption Loss**, but in no event later than six (6) months following the end of the **Policy Period**. Such proof of loss shall include a full description of such **Business Interruption Loss**, including the time, place and cause of the **Business Interruption Loss**, a detailed calculation of the **Business Interruption Loss**, the **Insured Organisation's** interest and the interest of all other in the property, the sound value thereof, the amount of **Business Interruption Loss** or **damage** thereto, and all other insurance thereon; and
  - b) Upon **VMIA's** request, submit to an examination under oath. This policy will cover the reasonable and necessary costs, not to exceed AUD50,000, that the Insured incurs to contract with a third party to prepare such proof of loss.

#### 4.2 Continuity

In the absence of fraudulent non-disclosure, where a **Claim** that would otherwise be covered by this policy is excluded by the **Prior Claims** and **Circumstances Exclusion** then cover is provided under this policy for that **Claim**, provided always that:

- i. the **Insured** first became aware of the facts that might give rise to the **Claim** after the **Continuity Date**; and
- ii. the **Claim** shall be dealt with in accordance with all the terms, conditions, exclusions and limitations of the policy under which the **Claim**, or circumstance, could and should have been notified but only where such earlier policy affords no broader cover in respect of the **Claim** than the provisions of this **Policy**; and
- iii. if **VMIA** is the insurer on risk for the policy in (ii) above, the **Insured** and the **Named Insured** agree to **Claim** on this policy only and to make no **Claim** on such earlier policy.

#### 4.3 Related Claims

If notice of a **Claim** against an Insured is given to **VMIA** pursuant to the terms and conditions of this **Policy**, then:

- i. any subsequent **Claim** alleging, arising out of, based upon or attributable to the facts alleged in that previously notified **Claim**; and
- ii. any subsequent **Claim** alleging any **Loss** which is the same as or related to any **Loss** alleged in that previously notified **Claim**, shall be considered made against the **Insured** and reported to **VMIA** at the time notice was first given.

Any **Claim** or **Claims** arising out of, based upon or attributable to:

- a) the same cause; or
- b) a single **Loss**; or
- c) a series of continuous, repeated or related **Losses**; or
- d) the same or a series of related, repeated or continuing acts, errors, omissions or events,

shall be considered a single **Claim** for the purposes of this policy. All such **Claims** will be deemed to have been made at the time of the first such **Claim**.

## 4.4 Defence and Settlement

- i. VMIA shall have the right and duty to defend, subject to all the provisions, terms and conditions of this **Policy**:
  - a) any **Claim** against the **Insured** seeking **Damages** which are payable under the terms of this **Policy**, even if any of the allegations of the **Claim** are groundless, false or fraudulent; or
  - b) under Insuring Clause 1.3.b., any **Claim** in the form of a **Regulatory Proceeding**.

Legal representatives to defend any **Claim** shall be mutually agreed upon between the **Policyholder** and **VMIA**, but in the absence of such agreement, **VMIA's** decision shall be final.

- ii. With respect to any **Claim** against the **Insured** seeking **Damages** or **Penalties** which are payable under the terms of this **Policy**, **VMIA** will pay **Claims Expenses** incurred with their prior written consent. The **Limit of Liability** available to pay **Damages** and **Penalties** shall be reduced and may be completely exhausted by payment of **Claims Expenses**. **Damages**, **Penalties**, and **Claims Expenses** shall be applied against the **Deductible** payable by the **Insured**.
- iii. If the **Insured** shall refuse to consent to any settlement or compromise recommended by **VMIA** and acceptable to the claimant and elects to contest the **Claim**, **VMIA's** liability for any **Damages**, **Penalties** and **Claims Expenses** shall not exceed
  1. the amount for which the **Claim** could have been settled, less the remaining **Deductible**, plus the **Claims Expenses** incurred up to the time of such refusal; plus
  2. fifty per cent (50%) of any **Claims Expenses** incurred after the date such settlement or compromise was recommended to the **Insured** plus fifty per cent (50%) of any **Damages** above the amount for which the **Claim** could have been settled. The remaining fifty per cent (50%) of such **Claims Expenses** and **Damages** must be borne by the **Insured** at their own risk and uninsured;

or the applicable **Limit of Liability**, whichever is less, and **VMIA** shall have the right to withdraw from the further defence thereof by tendering control of said defence to the **Insured**. The portion of any proposed settlement or compromise that requires the **Insured** to cease, limit or refrain from actual or alleged infringing or otherwise injurious activity or is attributable to future royalties or other amounts that are not **Damages** (or **Penalties** for **Claims** covered under Insuring Clause 1.3.b.) shall not be considered in determining the amount for which a **Claim** could have been settled.

- iv. **VMIA** agree that the **Insured** may settle any **Claim** where the **Damages** and **Claims Expenses** do not exceed the **Deductible**, provided that the entire **Claim** is resolved and the **Insured** obtains a full release on behalf of all the **Insureds** from all claimants.
- v. Upon request of **VMIA**, the **Insured** shall attend mediation meetings, arbitration proceedings, hearings, depositions, and trials relative to the defense of any **Claim**. **VMIA** shall reimburse the **Insured**, upon written request, for the actual loss of earnings and reasonable expenses due to such attendance. Under no circumstances shall this reimbursement exceed AUD 2000 per day for all **Insureds**, regardless of how many mediation meetings, arbitration proceedings, hearings, depositions and trials relative to the defense of **Claims** the **Insured** attends, subject to a maximum of AUD 100,000, which amount shall be part of and not in addition to the **Policy Schedule Aggregate Limit of Liability**.

## 4.5 Insurer's Consent

As a condition precedent to cover under this policy, no **Insured** shall admit or assume any liability, enter into any settlement agreement, consent to any judgment, or incur any **Claims Expenses** without the prior written consent of **VMIA**. Only those settlements, judgments and **Claims Expenses** consented to by **VMIA**, and judgments resulting from **Claims** defended in accordance with this policy, shall be recoverable as **Loss** under this policy. **VMIA's** consent shall not be unreasonably withheld, provided that **VMIA** shall be entitled to exercise all of its rights under the **policy**.

## 4.6 Cooperation

The **Insured** shall at its own cost:

- i. render all reasonable assistance to **VMIA** and co-operate in the defence of any **Claim** and the assertion of indemnification and contribution rights;
- ii. use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any **Loss** under this **policy**; and
- iii. give such information and assistance to **VMIA** as **VMIA** may reasonably require to enable it to investigate any **Loss** or determine **VMIA's** liability under this **policy**.

Any **Claim** made under the **Cyber Extortion Loss** shall be conducted in accordance with local legal requirements, and in cooperation with and under the direction of any appropriate criminal enforcement or other authority where required.

## 4.7 Allocation

Where any **Loss** is incurred in respect of any **Claim** which arises from both covered matters and matters not covered by this policy, **VMIA's** liability under this policy is limited to the proportion of the **Loss** which represents a fair and equitable allocation between each **Insured** and **VMIA**, taking into account the relative legal and financial exposures attributable to covered matters and matters not covered under this policy.

Where **VMIA's** liability under this policy is limited under this clause, the **Insured** and **VMIA** must use their best endeavours to agree upon the allocation to be adopted by them as the fair and equitable allocation.

## 4.8 Allocation Disputes

If the parties are unable to agree, then the fair and equitable allocation is to be determined by a senior lawyer (to be mutually agreed upon by the **Policyholder** and **VMIA**, or in the absence of agreement, to be appointed by the President of the Law Society, or equivalent organisation in the jurisdiction in which the **Loss** was incurred).

The senior lawyer is to determine the fair and equitable allocation as an expert, not as an arbitrator. The **Policyholder** (or its designee) and **VMIA** may make submissions to the senior lawyer. The senior lawyer is to take account of the parties' submissions, but the senior lawyer is not to be fettered by such submissions and is to determine the fair and equitable allocation in accordance with his or her own judgment and opinion, the senior lawyer's determination shall be final and binding. The costs of the senior lawyer's determination are to be borne by **VMIA**.

For so long as the proportion of **Claims Expenses** to be paid under the policy remains unagreed and undetermined, **VMIA** shall pay the proportion of the **Claims Expenses** which it considers represents a fair and equitable allocation. The fair and equitable allocation finally agreed or determined shall be applied retrospectively to any **Claims Expenses** incurred prior to agreement or determination.

## 4.9 Extended Reporting Period

If **VMIA** cancels or does not renew this policy, other than for non-payment of premium or any other breach of the terms of this policy by an **Insured**, the **Insured** shall have the right to a period of 30 days following the date of cancellation or expiry in which to give notice or any covered **Claim** first made against the **Insured**. That extended reporting period shall not apply if this policy or its cover has been replaced.

## 4. Limit and Deductible

### 5.1 Limit of Liability

The total amount payable by VMIA (including **Loss**) under this **Policy** shall not exceed the **Limit of Liability**. **Sub-limits of Liability**, and **Claim Expenses** are part of that amount and are not payable in addition to the **Limit of Liability**. The inclusion of more than one **Insured** under this **Policy** shall not operate to increase the total amount payable by VMIA under this **Policy**.

All **Business Interruption Loss** resulting from multiple covered interruptions of **Computer Systems** that arise out of the same or a continuing **Security Breach**, from related or repeated **Security Breaches**, or from multiple **Security Breaches** resulting from a failure of **Computer Security** shall be deemed to be a single **Business Interruption Loss**; provided, however, that a separate **Waiting Period** apply to each **Period of Restoration**.

### 5.2 Deductible

With respect to all **Claims**, VMIA will only pay that amount of any **Loss** which is in excess of the **Deductible** specified in the **Schedule**. The **Deductible** is to be borne by the **Policyholder** and shall remain uninsured. A single **Deductible** shall apply to **Loss** arising from **Claims** which are considered related **Claims** pursuant to **Clause 4.3 Related Claims**.

With respect to Insuring Clause 1.2, the **Deductible** set forth in the **Schedule** applies separately to each **Security Breach**. The **Deductible** shall be satisfied by covered **Business Interruption Loss**, **Cyber Extortion Loss**, **Data Recovery Costs** sustained by the **Insured Organisation**.

The **Deductible** applicable to Insuring Clause 1.2 shall be reduced on a dollar-for-dollar basis by the amount of **Income Loss** that was sustained by the **Insured Organisation** during the **Waiting Period**.

## 5. General Provisions

### 5.1. Assignment

This policy and any rights under or in respect of it cannot be assigned without the prior written consent of **VMIA**.

### 5.2. Insolvency

Insolvency, receivership or bankruptcy of any **Insured** shall not relieve **VMIA** of any of its obligations hereunder.

### 5.3. Plurals, Headings and Titles

The descriptions in the headings and titles of this policy are solely for reference and convenience and do not lend any meaning to this contract.

Words and expressions in the singular shall include the plural and vice versa. In this policy, words in bold typeface have special meaning and are defined or specifically mentioned in the **Schedule**. Words that are not specifically defined in this policy have the meaning normally attributed to them.

### 5.4. Scope and Governing Law

Where legally permissible and subject to the USA / Canada Exclusions, this policy shall apply to any Claim made against any **Insured** anywhere in the world. Any interpretation of this policy relating to its construction, validity or operation shall be made in accordance with the laws of Australia and in accordance with the English text as it appears in this policy.

### 5.5. Subrogation

If any payment is to be made under this policy in respect of a **Claim**, **VMIA** shall be subrogated to all rights of recovery of the **Insured** whether or not payment has in fact been made and whether or not the **Insured** has been fully compensated for its actual **Loss**. **VMIA** shall be entitled to pursue and enforce such rights in the name of the **Insured**, who shall provide **VMIA** with all reasonable assistance and co-operation in doing so, including the execution of any necessary instruments and papers. The **Insured** shall do nothing to prejudice these rights. Any amount recovered in excess of **VMIA's** total payment shall be restored to the **Insured** less the cost to **VMIA** of such recovery. **VMIA** agrees not to exercise any such rights of recovery against any **Employee** of the **Insured** unless the **Claim** is brought about or contributed to by serious or wilful misconduct of the **Employee** in the course of or arising out of the employment. In its sole discretion, **VMIA** may, in writing, waive any of its rights set forth in the Subrogation Clause.

# Privacy Statement

We are committed to protecting any information and data, including personal information and health information we collect, handle, store or disclose about you through our services. We manage all information and data, including personal and health information in accordance with the *Victorian Managed Insurance Authority Act 1996 (Act)*, the *Privacy and Data Protection Act 2014*, the *Health Records Act 2001*, the *Freedom of Information Act 1982*, and our [Privacy Policy](#).

From time to time, in accordance with our legislative and regulatory frameworks and applicable laws, we may be required to disclose information concerning policies or claims to government bodies authorised by Victorian or Commonwealth legislation.

## Collection and use of Personal Information

Personal information means information or an opinion that is recorded in any form, and whether true or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

We collect and record personal information through our client data collection processes which include our website, online forms and surveys. Some examples of when we may collect your personal information are when you:

- send us an email;
- use our online services, such as completing a form or survey electronically;
- register to attend training and events; and
- access our secure client portal on our website.

Personal information we collect can only be used for the purpose of performing functions under our Act and in accordance with all applicable laws and regulations.

## Access and Correction

Please contact our Information Privacy Officer at [privacy@vmia.vic.gov.au](mailto:privacy@vmia.vic.gov.au) if you:

- want to access personal information (if any) that we hold about you;
- want to know more about what sort of information we hold, for what purposes and how we deal with that information;
- believe that personal information that we hold about you is not accurate, complete and up to date; or
- have concerns about your privacy rights.