

# EMERGENCE

## Cyber Event Protection – Endorsement

<b>Date of Issue:</b>	01/10/2019
<b>Quote/Policy Number:</b>	CS19015107A/02/01
<b>Policyholder / Business:</b>	Steadfast Group Limited (Steadfast)
<b>Business / Trading Name(s):</b>	Network Brokers of Steadfast in Australia Network Brokers of Steadfast in New Zealand Network Brokers of Steadfast in Singapore authorised to access the Steadfast Group products and services; including subsidiaries of Steadfast Group Limited.
<b>Business Activity:</b>	Insurance broker network providing services to Steadfast network brokers; Insurance broking activities conducted by Steadfast network brokers.
<b>Policyholder's Registered Address:</b>	Level 16, 97-99 Bathurst St, Sydney NSW 2000
<b>Policy Period:</b>	01/10/2019 to 30/06/2020
<b>Policy Wording:</b>	Emergence Cyber Event Protection (EME CEP-003.1)
<b>Underwriter:</b>	Emergence Insurance Pty Ltd as agent of certain Underwriters at Lloyd's. Level 4, 99 Bathurst Street, Sydney NSW 2000

## Section Limits & Policy Details

Section A – Losses To Your Business	\$2,500,000
Section B – Loss To Others	\$10,000,000
Section C – Cyber Event Response Costs	\$2,500,000
Section D – Optional Covers	
Contingent Business Interruption	Not Selected
Criminal Financial Loss	Not Selected
Socially Engineered Theft	Not Selected
Tangible Property	Not Selected
<b>Aggregate Limit:</b>	\$10,000,000
<b>Indemnity Period:</b>	180 Days
<b>Excess:</b>	\$10,000
(Section B & C excesses apply on a “per entity”, per incident basis subject to a maximum “per entity” per incident excess of \$50,000).	
<b>Waiting Period (Section A – Losses To Your Business):</b>	24 hours
<b>Territorial Limits:</b>	Worldwide
<b>Jurisdictional Limits:</b>	Worldwide excl USA

## Policy Summary

### Section A

#### Losses To Your Business

- loss of revenue
- increased operating costs

### Section B

#### Loss To Others

- third party damages
- civil and regulatory fines and penalties
- defence costs
- multimedia liability

### Section C

#### Cyber Event Response Costs

- credit and identity monitoring costs
- cyber extortion costs
- data restoration costs
- data securing costs
- external & crisis management costs
- notification costs
- public relations costs
- pursuit costs
- virus extraction costs

### Section D

#### No Optional Covers Selected

## Endorsements:

### 1. Definition of you/you

The definition of you is hereby deleted and replaced with the following;

**you/your** means the insured entity referred to in **your schedule**. It includes its;

1. subsidiaries together with any current, future or former employee (including directors and officers) of the insured entity.
2. Authorised Representative;
3. Corporate Authorised Representative;
4. Distributor who is not a natural person;
5. Natural person Distributor; and
6. Corporate Agent.

The words listed below have been given a specific meaning in this **policy** and these specific meanings apply when the words appear in **bold** font;

#### **Authorised Representative**

any natural person that is authorised in writing by **you** to advise and/or deal in financial products on behalf of **you** in accordance with Part 7.6 Division 5 of the Corporations Act 2001 (Cth), provided that such natural person has not previously been banned or suspended by the Australian Securities & Investments Commission (or equivalent legislation in New Zealand).

#### **Corporate Agent**

an incorporated agent of **you** who is not a **Corporate Authorised Representative** of **you**.

#### **Corporate Authorised Representative**

any entity:

- (a) whose name has been advised to the Australian Securities & Investment Commission for inclusion on its register of Authorised Representatives; and
- (b) is authorised in writing by you to advise and/or deal in financial products on behalf of you in accordance with Part 7.6 Division 5 of the Corporations Act 2001 (Cth); and (c) that has not previously been banned or suspended by the Australian Securities & Investment Commission.

#### **Distributor**

any natural person or entity authorised in writing by **you** in accordance with Class Order 05/1070 under the Corporations Act 2001 (Cth).

## **2. IQmulate Premium Funding Pty Ltd**

It is hereby declared and agreed the following entities are excluded from cover under the definition of **you/your**;

IQmulate Premium Funding Pty Ltd and all its subsidiaries.

Other than as set out above, the terms, conditions, exclusions and limitations contained in the **policy** remain unaltered.

## **3. Underwriter**

The Underwriter of the above policy is as follows;

Emergence Insurance Pty Ltd as agent of certain Underwriters at Lloyd's.

Level 4, 99 Bathurst Street, Sydney NSW 2000

(Internal Reference: policies incepting:

30.12.2018 and prior, UMR = B0775CTE06717

31.12.2018 and subsequent UMR = B0901LI1836961000)

Other than as set out above, the terms, conditions, exclusions and limitations contained in the **policy** remain unaltered.

## Important Information

### Your Duty of Disclosure

Before **you** enter into an insurance contract, **you** have a duty to tell **us** anything that **you** know, or could reasonably be expected to know, may affect **our** decision to insure **you** and on what terms.

**You** have this duty until **we** agree to insure **you**.

**You** have the same duty before **you** renew, extend, vary or reinstate an insurance **policy**.

**You** do not need to tell **us** anything that:

- reduces the risk **we** insure **you** for; or
- is common knowledge; or
- **we** know or should know as an insurer; or
- **we** waive **your** duty to tell **us** about.

### If you do not tell us something

If **you** do not tell **us** anything **you** are required to, **we** may cancel **your policy** or reduce the amount we will pay **you** if **you** make a **claim**, or both

If **your** failure to tell **us** is fraudulent, **we** may refuse to pay a claim and treat the **policy** as if it never existed.

### Claims Made Notice

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

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

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