



## Certificate of Currency

**Class of Business:** Cyber Liability & Privacy Protection

**Policy Number:** P-CY/0/330351/21/M-0

**Policyholder:** **David Yelverton Wilson t/as Ministry of Tech, Argyle Audio Services, Argyle Communications, Argyle Network of Services**

**Insurance Period:** From 4:00pm on 7/07/2021 to 4:00pm on 7/07/2022  
Australian local time in the State or Territory where this **policy** was purchased

**Limit of Liability:** \$ 50,000 any one **claim** and in the aggregate for all **claims** and **loss** under this policy

**Retention:** \$ 1,000 Each and every **claim**. This includes all costs and expenses

**Retroactive Date:** Unlimited excluding any known claims or circumstances

**Insurer:** DUAL Australia Pty Ltd on behalf of certain underwriters at Lloyd's

**Date Issued:** 8/06/2021

**Signature:**

A handwritten signature in black ink, appearing to be 'DC', written over a horizontal line.

Damien Coates - Chief Executive Officer, DUAL Asia Pacific



LLOYD'S

## Cyber Liability & Privacy Protection Insurance Policy

LLOYD'S

The **Insurer** hereby agrees, to the extent and in the manner hereinafter provided, to indemnify or otherwise pay the **Insured** in respect of the contingencies or events specified in the sections of the policy. However this policy only applies to those sections as indicated in the schedule attached to this policy.

The policy, schedule, exclusions and general conditions shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the policy, schedule, exclusions and general conditions shall bear the same meaning wherever it may appear.

Please read this policy and, if it is incorrect, return it immediately for alteration.

A handwritten signature in blue ink, appearing to be "R. P. L.", written over a horizontal line.

Signed by DUAL Australia Pty Ltd on behalf of certain underwriters at Lloyd's

<b>ITEM 1</b>	<b>Policy Number :</b>	P-CY/0/330351/21/M-0
<b>ITEM 2</b>	<b>Policyholder :</b>	<b>David Yelverton Wilson t/as Ministry of Tech, Argyle Audio Services, Argyle Communications, Argyle Network of Services</b> C/o: SFAS GJ Insurance Consulting Pty Ltd
	<b>Business Description:</b>	Information Technology Services (excluding Cloud Service Providers and Web Hosting Services)
<b>ITEM 3</b>	<b>Period of Insurance:</b>	From 4:00pm on 7/07/2021 to 4:00pm on 7/07/2022 Australian local time in the State or Territory where this <b>policy</b> was purchased
<b>ITEM 4</b>	<b>Limit of Liability :</b>	\$ 50,000 any one <b>claim</b> and in the aggregate for all <b>claims</b> and <b>loss</b> under this policy
<b>ITEM 5</b>	<b>Retention :</b>	\$ 1,000 Each and every <b>claim</b> . This includes all costs and expenses
	<b>Waiting Period :</b>	72 hours in respect of cover 1.2
<b>ITEM 6</b>	<b>Retroactive Date :</b>	Unlimited excluding any known claims or circumstances
<b>ITEM 7</b>	<b>Policy Wording:</b>	DUAL Cyber Liability and Privacy Protection Wording 0914V2
<b>ITEM 8</b>	<b>Territorial Limit :</b>	Worldwide
<b>ITEM 9</b>	<b>Jurisdictional Limit :</b>	Worldwide

**ITEM 10 Endorsements to apply to this policy:**

**029 Cyber Gold Endorsement**

It is hereby noted and agreed that the policy is amended as follows:

Section 1 (INSURANCE COVER) Clause 1.2 of the policy is deleted in its entirety and replaced with the following:

1.2 **Business Interruption Loss** resulting from a **Business Interruption Event** first occurring during the **Period of Insurance** up to a sub-limit of \$250,000 in the aggregate, or the limit specified in the Schedule, whichever is the lesser.

Cover under this INSURANCE COVER 1.2 is part of and not in addition to the Limit of Indemnity.

Section 2 (GENERAL DEFINITIONS) Clause 2.2 of the policy is deleted in its entirety and replaced with the following:

2.2 **Business Interruption Loss** means the **Insured's Loss** of net income (net profit or **Loss** before income taxes) plus the expenses necessary to maintain the operation, including payroll; functionality or service of the **Insured's** business, as the result of a **Business Interruption Event**;

- a) after the **Waiting Period**;
- b) during the system outage, network interruption or degradation of the network, and;
- c) until the date on which the business is restored to the same or equivalent condition, functionality and service that existed prior to the **Loss**, however not exceeding one (1) month from the date on which the outage, interruption or degradation first occurred, such period not to be limited by the expiration of the **Period of Insurance**.
- d) Up to a maximum sub-limit of \$250,000 in the aggregate, or the limit specified in the Schedule whichever is the lesser.

**Business Interruption Loss** shall also include costs to avoid or mitigate the effects of a system outage or network interruption, discover and minimise such interruption or degradation of the network, preserve evidence and substantiate the **Insured's Loss**.

Cover under this Clause 2.2 is part of and not in addition to the Limit of Indemnity.

Section 2 (GENERAL DEFINITIONS) Clause 2.19 of the policy is deleted in its entirety and replaced with the following:

2.19 **Notification Costs** means reasonable fees, costs and expenses in respect of notifying any natural person or legal entity whose **Data** or information has been or may have been lost.

Cover under Clause 2.19 is sub-limited to \$500,000 in the aggregate, or the limit specified in the Schedule whichever is the lesser.

Cover under this Clause 2.19 is part of and not in addition to the Limit of Indemnity.

Section 2 (GENERAL DEFINITIONS) Clause 2.22 of the policy is deleted in its entirety and replaced with the following:

2.22 **Public Relations Costs** means reasonable fees, costs and expenses for obtaining advice and support to protect, or mitigate any damage to, the **Insured's** reputation.

Cover under Clause 2.22 is sub-limited to \$100,000 in the aggregate, or the limit specified in the Schedule whichever is the lesser.

Cover under this Clause 2.22 is part of and not in addition to the Limit of Indemnity.

Except as otherwise provided in this Endorsement, all other policy terms and conditions shall have full force and effect. To the extent that the Endorsement and the policy are inconsistent this Endorsement shall prevail.

### **Lloyd's/AFCA Contact Information Endorsement**

It is agreed that the following endorsement has been applied:

It is hereby noted and agreed that any reference to Lloyd's Australia address is amended to the following:

Lloyd's Australia Limited  
Level 16  
Suite 1603, 1 Macquarie Place  
Sydney NSW 2000  
Australia

Furthermore, it is hereby noted and agreed that any reference to the Financial Ombudsman Service (Australia) and its contact details are amended as follows:

Australian Financial Complaints Authority  
Post: GPO Box 3  
Melbourne VIC 3001  
Phone: 1800 931 678  
Email: info@afca.org.au

More information can be found on their website: [www.afca.org.au](http://www.afca.org.au)

In all other respects, the policy remains unchanged.

### **042 Cyber Claims Notification Details Endorsement**

It is agreed that Claims Condition 4.1 (Notification) of the policy is deleted in its entirety and is replaced with the following:

#### **4.1 Notification**

All notifications of a **Claim** or **Loss** shall be made to Charles Taylor Adjusting as soon as reasonably practicable after the **Insured** has become aware of such **Claim** or **Loss**. The **Insured** shall provide such information and documentation relating to a **Claim** or **Loss** as the **Insurer** or Charles Taylor Adjusting may reasonably require. If the **Insurer** does not renew or replace this policy, other than for non-payment of premium or any other breach of the terms of this policy by an **Insured**, the **Policyholder** shall have the right to a period of 90 days following the date of cancellation or expiry in which to give notice of any covered **Claim** first made against the **Insured**. This shall not apply if this policy or its cover has been replaced.

All notifications of a **Claim** or **Loss** made by the **Insured** to Charles Taylor Adjusting shall also be deemed a notification of a **Claim** or **Loss** to the **Insurer**. For the purposes of this policy, Charles Taylor Adjusting has been appointed as the Cyber & Privacy Incident Response Manager, in the event that a **Claim** or **Loss** is notified under this policy.

In the event of a **Claim** or **Loss**, please phone Charles Taylor Adjusting in the first instance on:

24 hour Australia telephone: 1300 004880  
Australia UIFN: 0011 8000 282 9237

Or at [cyber@ctplc.com](mailto:cyber@ctplc.com)

Charles Taylor Adjusting  
Head Office  
First Floor  
The Minister Building  
21 Mincing Lane  
London, EC3R 7AG

Except as otherwise provided in this Endorsement, the Insuring Clause and all other Policy terms and conditions shall have full force and effect.

### **034 Cyber Gold Social Engineering, Phishing and Cyber Fraud**

#### **Optional Insuring Clause 1.5 - Social Engineering, Phishing & Cyber Fraud Policy**

Subject to all the terms and conditions of the **Policy**, the following Insurance Cover is added to the **Policy**:

#### **Section1: Insuring Clause 1.5 - Social Engineering, Phishing & Cyber Fraud**

##### **Part A: Direct Financial Loss of the Insured**

The **Insurer** will pay for **Direct Financial Loss** resulting from:

- a) **Social Engineering Fraud;**
- b) **Phishing;**
- c) **Phreaking;** or
- d) **Cyber Fraud,**

first occurring and reported to the **Insurer** during the **Period of Insurance**.

### Part B: Legal Liability to Others

The **Insurer** shall pay for **Loss** which the **Insured** is legally liable to pay as a result of a **Claim** arising from:

- a) **Social Engineering Fraud;**
- b) **Phishing;** or
- c) **Cyber Fraud**

first made against the **Insured** and reported to the **Insurer** during the **Period of Insurance**.

### Section 2: Definitions

For the purpose of this Endorsement:

**Social Engineering Fraud** means impersonation by any means of an **Insured Person**, client or customer of the **Insured** or a party with which the **Insured** has a **Contract**, by a third party to manipulate an **Insured Person** to issue an instruction to a financial institution to debit, pay, deliver or transfer money or securities from an account maintained by the **Insured** to that third party or another person or entity and includes a third party acting in collusion with an **Insured Person** provided that the **Insured Person** issuing the instruction was not a party to the collusion.

**Insured Person** means an employee, director, officer or agent of the **Insured** who is authorized to either give or implement instructions for the debiting, payment, delivery or transfer of money or securities from an account maintained by the **Insured**.

**Phishing** means the fraudulent use of electronic communications or websites to impersonate the **Insured**, its products or services for the purpose of soliciting personal, confidential or commercial information about the customers or clients of the **Insured**.

**Phreaking** means the unauthorised and malicious use of the telephone system of the **Insured** which results in unauthorised charges or bandwidth costs which the **Insured** is legally liable to pay.

**Contract** means a written contract for the sale or purchase of goods or provision of services.

**Cyber Fraud** means an intentional, unauthorized and fraudulent instruction to a financial institution to debit, pay, deliver or transfer money or securities, but was in fact fraudulently transmitted by a third party without the knowledge or consent of the **Insured**.

**Direct Financial Loss** means financial loss suffered by the **Insured** including:

- a) loss of the **Insured's** money or securities caused by **Social Engineering Fraud** or **Cyber Fraud** provided such loss is not recoverable from any financial institution or any other source;
- b) The cost of reimbursing the **Insured** for its direct financial loss arising from **Phishing** or **Phreaking**;
- c) **Legal Representation Costs**; and
- d) **Public Relations Costs** arising from **Phishing**.

**Loss** means judgements, settlements, awards and costs in respect of a **Claim**.

**Claim** means any written demand for compensation.

### Section 4: Claims Conditions Applying only to this Endorsement

It is a condition precedent to cover under the **Policy** that the **Insured** maintains procedures:

- a) for the provision of written training materials to all Employees regarding the dangers of **Social Engineering Fraud**, **Phishing**, **Phreaking** and **Cyber Fraud** which incorporate regular review;
- b) for changing passwords for all online accounts and banking platforms maintained by the **Insured** at least every 45 days and that the password protocols accord with industry best practice, or adopts two factor authentication;
- c) which prevent any one **Insured Person** to pay, deliver or transfer money or securities valued at more than \$2,000 from an account maintained by the **Insured** without a second **Insured Person** co-authorising such transaction.

### Section 5: General Conditions Applying to the Endorsement

The cover provided under this Endorsement is limited to \$50,000 any one **claim** and/**loss** in the aggregate for all **claims** and/**losses** made for all **Direct Financial Loss** (inclusive of **defence costs**).

It is agreed that the applicable **Retention** in respect of a **claim** made under this Endorsement is the **Retention** specified in Item 5 of the Schedule (inclusive of **defence costs**).

Cover under this Endorsement is part of and not in addition to the Limit of Indemnity.

Except as otherwise provided in this Endorsement, all other **Policy** terms and conditions shall have full force and effect. To the extent that the Endorsement and the **Policy** are inconsistent this Endorsement shall prevail.

**ITEM 11**      **Proposal Date :**            27/06/2019

**ITEM 12**      **Underwriters:**                    DUAL Australia Pty Ltd on behalf of certain underwriters at Lloyd's

Unique Market Reference  
Cyber Liability & Privacy Protection: B1161LS10121

**Date Issued:**                    8/06/2021

**Signed:**




---

Signed by DUAL Australia Pty Ltd on behalf of certain underwriters at Lloyd's