

NETWORK INTERRUPTION

Optional Coverage Extension (the “Additional Coverage Section”)

This insurance cover is subject to the **Policy** terms, conditions and exclusions which are incorporated and are part of and are expressly applicable to this **Additional Coverage Section**, and is also subject to the additional terms, conditions, definitions and exclusions set out below.

All insurance covers under this **Additional Coverage Section** are written specifically on a primary basis and are provided solely for **Insured Events** first discovered during the **Policy Period** and reported to the **Insurer** as required by this **Policy**.

This **Additional Coverage Section** only applies if shown as purchased on the Schedule.

1. INSURANCE COVER

1.1 Network Interruption Loss

The **Insurer** will pay to the **Company** any **Network Loss** (not to exceed the sublimit stated at Item 7 of the Schedule) incurred by the **Company** and resulting from a **Material Disruption** to a **Company’s Computer System**. Provided that such **Network Loss** is incurred:

- (i) after the **Waiting Hours Period** has expired and during the **Material Disruption** (but subject to a maximum period of 120 days commencing from the expiry of the **Waiting Hours Period**); and/or
- (ii) for a period of 90 days commencing from the resolution of the **Material Disruption**.

1.2 Interruption and Mitigation Costs

The **Insurer** will pay to or on behalf of the **Company** any **Network Interruption Costs** (not to exceed the sublimit stated at Item 7 of the Schedule) incurred after half the **Waiting Hours Period** has expired in mitigating the duration of a **Material Disruption** to a **Company’s Computer System**.

Such **Network Interruption Costs** can only be incurred during the **Material Disruption** (but subject to a maximum period of 120 days commencing from the expiry of the **Waiting Hours Period**).

2. DEFINITIONS

2.1 Material Disruption

- (I) the suspension or degradation of the service provided by the **Company’s Computer System** solely caused by a **Network Interruption Security Failure**; or
- (ii) the inability of the **Company** to access **Data** due to such **Data** being deleted, damaged, corrupted, altered or loss but only where such deletion, damage, corruption, alteration or loss is solely caused by a **Network Interruption Security Failure**.

2.2 Network Interruption Costs

- (i) The reasonable and necessary costs and expenses that the **Company** incurs to:
 - (I) minimise the **Network Loss**; and/or
 - (ii) reduce the duration of a **Material Disruption** of the service provided by a **Company’s Computer System**, excluding the cost of any forensic or IT consultants.

2.3 Network Loss

- (I) the reduction in net profit (whether or not arising from reduction in customers) that would have been earned but for the **Material Disruption**; and
- (ii) expenses incurred, including payroll, in order to ensure continuation of the **Company’s** normal operating procedures during the **Material Disruption**.

Network Loss shall not include any financial loss resulting from fluctuations in market conditions or the value of assets or other unfavourable business conditions during the **Material Disruption**.

- 2.4 Waiting Hours Period** the number of hours set forth in Item 7 of the Schedule, commencing at the beginning of a **Material Disruption**.
- 2.5 Network Interruption Security Failure**
- (I) any intrusion due to the intentional circumvention of the security of the **Company's Computer System**, which results in any unauthorised access, unauthorised use, hacking, a denial of service attack, a denial of access, the receipt or transmission of a malicious code, malicious software, malicious email, ransomware, trojan or virus which causes the destruction, modification, corruption, damage or deletion of **Data** or **Third Party Data** stored on any **Company's Computer System**;
 - (II) any disclosure or loss of **Data** due to the physical theft of hardware controlled by the **Company** (or components thereof).

3. EXCLUSIONS

This **Additional Coverage Section** shall not cover any **Network Interruption Costs** or **Network Loss** arising out of, based upon or attributable to:

- 3.1 Government Entity or Public Authority** Any seizure, confiscation, nationalisation, or destruction of any **Company's Computer System** by order of any government entity or public authority.
- 3.2 Third Parties** Any:
- (i) **Claims** made by **Third Parties** or a **Regulator**;
 - (ii) **Regulatory Investigation**; or
 - (iii) fines or penalties payable to **Third Parties**.

4. CONDITIONS

- 4.1 Proof of Loss**
- In addition to the requirements to give notice to the **Insurer** under Section 4.1 (Notice and Reporting) of this **Policy**, and before coverage under this **Additional Coverage Section** shall apply, the **Company** must also:
- (i) complete and sign a written, detailed and affirmed proof of loss within one hundred and eighty (180) days after the resolution of the **Material Disruption** (unless this period is otherwise extended in writing by the **Insurer**) which will include:
 - (a) a full description of the **Network Interruption Costs** or **Network Loss** and the circumstances of such **Network Interruption Costs** or **Network Loss**;
 - (b) a detailed calculation of any **Network Loss**; and
 - (c) all underlying documents and materials that reasonably relate to or form a part of the basis of the proof of the **Network Interruption Costs** or **Network Loss**;
 - (ii) upon the **Insurer's** request promptly respond to requests for information.
- All adjusted claims are due and payable forty five (45) days after:
- (i) the presentation of the satisfactory written proof of **Network Loss** and **Network Interruption Costs** as provided for in (a) and (b) above; and
 - (ii) the subsequent written acceptance thereof by the **Insurer**.

The costs and expenses of establishing or proving **Network Loss** and/or **Network Interruption Costs** under this **Additional Coverage Section**, including those associated with preparing the proof of loss, shall be the obligation of the **Company** and are not covered under this **Policy**. The **Insurer** will, however, meet the reasonable costs of the **Company's** auditors or external accountants in attending meetings and interviews and in providing such information as the **Insurer** shall request to verify and adjust the claim for **Network Loss** and/or **Network Interruption Costs** (as applicable)

All other Terms, Conditions and Exclusions of the Policy remain unchanged.