

## Cyber-Theft and Telephone-Hacking

### 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 arising 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 Funds Transfer Fraud

The **Insurer** will pay to the **Company** (not to exceed the sublimit stated at Item 7 of the Schedule) any direct financial loss resulting from the theft of the **Company's** funds from a **Transfer Account** arising as a result of a **Hacking** of the **Company's Computer System** by a **Third Party** that directly results, and without any further intervention or action by any **Insured Person** or employee of the **Company**, in fraudulent **Electronic Instructions** directing the financial institution to debit, transfer, pay or deliver funds from the **Transfer Account** and which purports to have come from the **Company** or a person or organisation authorised by the **Company**.

For the avoidance of doubt, no cover will be available under this **Additional Coverage Section** if the **Electronic Instructions** are issued by an **Insured Person** or an employee of the **Company**.

The maximum liability of the **Insurer** in the aggregate for any direct financial loss provided under this **Additional Coverage Section** shall not exceed the sublimit stated in the schedule of the **Policy**.

### 1.2 Unauthorised Access of Telephone Systems Cover

The **Insurer** will pay to the **Policyholder** (not to exceed the sublimit stated at Item 7 of the Schedule) the **Calling Costs** resulting from the unauthorised access and use of the **Policyholder's Telephone System(s)** located on the **Premises** regardless of whether such access and use is initiated on or off such **Premises**. The maximum liability of the **Insurer** in the aggregate for all **Calling Costs** will not exceed the **Telephone Hacking Sublimit**.

Such **Calling Costs** will only be paid by the **Insurer** to the extent that it is incurred for a maximum of forty five (45) days which shall commence from the date on which the first call charge was made.

## 2 DEFINITIONS

### 2.1 Calling costs

Call charges that the **Policyholder** is liable for as a result of unauthorised access and use of the **Policyholder's Telephone System(s)**.

### 2.2 Electronic Instructions

Instructions to effect a transfer or payment of funds that are transmitted in electronic form by the **Company** to the financial institution, including such instructions issued by facsimiles and telex.

**Electronic Instructions** include voice communications as a result of **Data** being fraudulently obtained by a **Third Party** following the **Hacking** of the **Company's Computer System**.

### 2.3 Hacking

Any intrusion of, unauthorised access to or unauthorised use of the **Company's Computer System**.

<b>2.4 Telephone Hacking Sublimit</b>	The amount specified in the schedule
<b>2.5 Telephone System(s)</b>	Any telephone system, with or without adjuncts including voice mail, auto attendants and automated call directors, that is owned operated, controlled or exclusively leased by the <b>Policyholder</b> .
<b>2.6 Transfer Account</b>	An account maintained by the <b>Company</b> at a financial institution from which the <b>Company</b> or a person or organisation authorised by the <b>Company</b> may request the transfer, payment or delivery of funds.

### 3 EXCLUSIONS

<b>3.1 Authorised Access</b>	The <b>Insurer</b> shall not be liable for <b>Loss</b> arising out of, based upon or attributable to any person or <b>Third Party</b> who had authorised access to the <b>Company's Computer System</b> or <b>Telephone System(s)</b> , unless such person or <b>Third Party</b> obtained unauthorised access beyond the level for which that person or <b>Third Party</b> was authorised.
<b>3.2 Indirect or Consequential Loss</b>	<p>The <b>Insurer</b> shall not be liable for any indirect or consequential loss. In particular, the <b>Insurer</b> shall not be liable for <b>Calling Costs</b> arising out of, based upon or attributable to the following:</p> <ul style="list-style-type: none"> <li>(i) any loss of monies, securities or financial assets arising from the unauthorised access or use of the <b>Policyholder's Telephone System(s)</b>;</li> <li>(ii) any loss arising from the <b>Telephone System(s)</b> being unavailable; or</li> <li>(iii) any loss arising from an <b>Insured</b> voluntarily giving or surrendering unauthorised access to the <b>Policyholder's Telephone System(s)</b> through a purchase or exchange.</li> </ul>

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