Endorsement

Gold Complete

Endorsement Number

This endorsement, effective

Issued to

Issued by the **Insurer** and applicable to the following Section(s) only:

Privacy Event and Security Failure Exclusion (Crime Sublimits)

In consideration of the premium, the policy is amended as follows:

PRIVACY EVENT AND SECURITY FAILURE EXCLUSION (CRIME SUBLIMITS)

1. The following exclusion is added to the Statutory Liability Section, Lifetime Prospectus Liability Section, Directors' & Officers' Lifetime Run-off Section, Employment Practices Liability Section, Corporate Superannuation Trustees Liability Section, Kidnap, Ransom and Extortion Section, Crisis Section, Excess Insurance Section, Costs and Expenses Section, and International Coverage Extensions Section:

   The **Insurer** shall not be liable to make any payment for **Loss**, **Direct Financial Loss** or any other amount of any **Insured Entity** arising out of, based upon, or attributable to or in connection with any actual or alleged **Privacy Event** or **Security Failure**.

2. The following is added to the Crime Protection Section Schedule and applies to all Extensions in that Policy Section:

   Notwithstanding anything to the contrary in this Policy or the Schedule, the **Insurer's** liability under the Crime Protection Section Extensions partly or wholly arising out of, based upon, attributable to or in connection with any actual or alleged **Privacy Event** or **Security Failure** shall be limited to an aggregate Sub-limit of Liability in the amount of 5% of the aggregate **Limit of Liability** for the Crime Protection Section up to a maximum of $200,000.

This Sublimit of Liability shall be part of, and not payable in addition to, the **Limit of Liability.**

The following definitions apply to this endorsement:

Breach of Confidential Information

the loss or unauthorised access to, modification, disclosure or transmission of **Confidential Information**.

Company Computer System

(i) any computer hardware, software or any components thereof that are linked together through a network of two or more devices accessible through the Internet or an intranet or that are connected through data storage or other peripheral devices which are owned, operated, controlled or leased by an **Insured Entity**;

(ii) any of the foregoing computer hardware, software or components thereof which is part of an industrial control system, including a supervisory control and data acquisition (SCADA) system;

(iii) any employee "Bring Your Own Device" used to access any of the foregoing computer hardware, software or components thereof or **Data** contained therein; and

(iv) any cloud service or other hosted computer resources, used by an **Insured Entity** and operated by a **Third Party** service provider under a written contract between such **Third Party** service provider and an **Insured Entity.**

Confidential Information

Corporate Information and **Personal Information** in an **Insured Entity's** or **Information Holder's** care, custody or control or for which an **Insured Entity** is legally responsible.

Corporate Information

a **Third Party**'s items of information that are not available to the public (including trade secrets, data, designs, forecasts, formulas, practices, processes, records, reports and documents) which are subject to contractual or legal protection.

Data

any electronically stored digital or digitised information or media. For the purposes of this endorsement, **Data** is not tangible property.

Data Protection Legislation

the *Privacy Act 1988* (Cth), and any subsequent legislation that alters, repeals or replaces such legislation and all other equivalent laws and regulations relating to the regulation and enforcement of data protection and data privacy in any country.

Data Subject

any natural person whose **Personal Information** has been either collected, stored, or processed by or on behalf of an **Insured Entity**.

Information Commissioner

an Information Commissioner of the Office of the Australian Information Commissioner or position that replaces such a role under laws and regulations relating to the regulation and enforcement of data protection and data privacy in Australia and any equivalent position in any jurisdiction.

Information Holder

a **Third Party** that:

(i) an **Insured Entity** has provided **Personal Information** or **Corporate Information** to; or

(ii) has received **Personal Information** or **Corporate Information** on behalf of an **Insured Entity**.

Personal Information

any information relating to an identified or identifiable natural person.

Personal Information includes a natural person's name, online identifier, telephone number, credit card or debit card number, account and other banking information, tax file number, medical information, or any other information about a natural person protected under **Data Protection Legislation**, including but not limited to "personal information" or "sensitive information" within the meaning of the *Privacy Act 1988* (Cth).

Privacy Event

(i) a **Breach of Confidential Information** by an **Insured** or an **Information Holder**; or

(ii) a failure by an **Insured Entity** to notify a **Data Subject** or any **Regulator** of an unauthorised disclosure or transmission of **Personal Information** for which the **Insured Entity** is responsible in accordance with the requirements of any **Data Protection Legislation**.

Regulator

an **Information Commissioner** or statutory or government body established pursuant to **Data Protection Legislation** in any jurisdiction and which is authorised to enforce statutory obligations in relation to the handling, use and disclosure of **Personal Information** (or, where relevant, **Corporate Information**).

Security Failure

(i) any intrusion of, unauthorised access (including an unauthorised person using authorised credentials) to, or unauthorised use of (including by a person with authorised access) a **Company Computer System**, including that which results in or fails to mitigate any:

(a) denial of service attack or denial of access; or,

(b) receipt or transmission of a malicious code, malicious software or virus;

(ii) the loss of **Data** arising from the physical theft or loss of hardware controlled by an **Insured Entity**; or

(iii) the unauthorised reprogramming or corruption of software (including firmware) which renders a **Company Computer System** or any component thereof non-functional or useless for its intended purpose.

Third Party

any entity or natural person except:

(i) any **Insured**; and

(ii) any other entity or natural person having a financial interest in the operation of an **Insured Entity**.

All other terms, exclusions and conditions of this policy remain unaltered.