Crime Insurance

Version 03_24

1 IMPORTANT NOTICES

1.1 THIS POLICY

This policy is an important document. The Policy Wording and Policy Schedule together set out the cover provided, the amount insured and the terms and conditions of your insurance. Please read it carefully and keep it in a safe place.

1.2 YOUR DUTY OF DISCLOSURE

In accordance with the provisions of the Insurance Contracts Act 1984, before you enter into the Policy with us, you have a duty to disclose to us every matter that you know, or could reasonably be expected to know, is relevant to our decision whether to insure you and, if so, on what terms. This duty does not require disclosure of matters that diminish the risk to us, that are common knowledge, or that we know or, as an insurance company should know, or we have waived your duty to tell us about.

This duty continues until we agree to insure you and you have the same duty before any renewal, reinstatement, variation or extension to the Policy.

1.3 NON-DISCLOSURE

If you fail to comply with your duty of disclosure we may be entitled either to reduce our liability under the Policy in respect of a Claim or may cancel the Policy. If your non-disclosure is fraudulent, we may also have the option of avoiding the Policy from its beginning.

1.4 GOVERNING LAW AND SERVICE OF SUIT

The Underwriters accepting this Insurance agree that:

(i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;

(ii) any summons notice or process to be served upon the Underwriters may be served upon:

Lloyd's Underwriters' General Representative in Australia
Level 16, Suite 1603, Macquarie Place
Sydney, NSW 2000 Australia

Telephone Number: (02) 8298 0700
Facsimile Number: (02) 8298 0788

Who has authority to accept service on the Underwriters' behalf;

(iii) If a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

1.5 GENERAL INSURANCE CODE OF PRACTICE AND COMPLAINTS

This Insurance is not subject to the provisions of the Insurance Council of Australia's General Insurance Code of Practice.

If you have any concerns or wish to make a complaint in relation to this Policy, our services or your insurance claim, please let us know and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure. Please contact:

Beazley Complaints
Beazley Group
Plantation Place South
60 Great Tower Street
London EC3R 5AD
All correspondence should be addressed to Beazley Complaints
Or by telephone – +44 (0) 20 7667 0623
Or by e-mail – beazley.complaints@beazley.com

We will acknowledge receipt of your complaint and do our utmost to resolve the complaint to your satisfaction within 10 business days.

If we cannot resolve your complaint to your satisfaction, we will escalate your matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited
Email: idraustralia@lloyds.com
Telephone: (02) 8298 0783
Post: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

A final decision will be provided to you within 30 calendar days of the date on which you first made the complaint unless certain exceptions apply.

You may refer your complaint to the Australian Financial Complaints Authority (AFCA), if your complaint is not resolved to your satisfaction within 30 calendar days of the date on which you first made the complaint or at any time. AFCA can be contacted as follows:

Telephone: 1800 931 678
Email: info@afca.org.au
Post: GPO Box 3 Melbourne VIC 3001

Website: www.afca.org.au

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If your complaint is not eligible for consideration by AFCA, you may be referred to the Financial Ombudsman Service (UK) or you can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to you.

1.6 NOTIFICATION OF CLAIMS

In the event of a claim arising under this Insurance immediate notice should be given to:

Sedgwick Australia Pty Ltd
Level 15, 35 Clarence St
Sydney, NSW, 2000

Phone: +61 2 8310 7307
Email: claims@ourguard.com.au

1.7 PRIVACY NOTICE

We are committed to compliance with the provisions of the *Privacy Act 1988* (Commonwealth). In order for us to assess the risk of and provide you with insurance products and assess and manage any claims under those products, it is necessary to obtain personal information from you. If you do not provide us with this information, this may prevent us from providing you with the products or services sought.

If you provide us with information about someone else, you must obtain their consent to do so. We may disclose your information to other insurers, their reinsurers, and insurance reference service or other advisers used by us such as loss adjusters, lawyers or others who may be engaged to assist in claims handling, underwriting or for the purpose of fulfilling compliance and/or regulatory requirements. These third parties will all be contractually required to adhere to our privacy obligations.

Our privacy policy contains information about how you can access the information we hold about you, ask us to correct and how you may make a privacy related complaint. You can obtain a copy of our privacy policy at https://www.beazley.com/en-001/privacy-and-cookies/

Should you require access to your personal information, we can be contacted on

The Data Protection Officer
Beazley Plc
22 Bishopsgate
London
EC2N 4BQ
Email:DPO@beazley.com

2 GLOSSARY

Words with a special meaning:

2.1 **AFSL:** Australian Financial Services Licence

2.2 **APRA:** Australian Prudential Regulation Authority

2.3 **ASIC:** Australian Securities & Investments Commission

2.4 **Company:** The organisation named in the Policy Schedule and any Subsidiary.

2.5 **Counterfeit:** The imitation of any Instrument which, because of the quality of the imitation, you or a Financial Organisation believes is the authentic Instrument.

2.6 **Customer:** Any corporation, partnership, proprietor, trust or natural person that has an account with your Company.

2.7 **Deductible:** The amount that you must first pay in relation to a claim. The amount may vary by type of claim and is shown on your Policy Schedule.

2.8 **Director:** A person who is appointed to the position of a director of the Company in any jurisdiction in which the Company is incorporated, whether or not validly appointed if they act in the position of a director and includes a person who is appointed to the position of an alternate director and acts in that capacity.

2.9 **Discovered or Discovery:** When any Director or Officer (not in collusion with any persons committing the act) becomes aware of a Loss of a type covered under this Insurance, even if the exact details or amount of Loss may not then be known.

2.10 **Discovery Period** means the period of time following the end of the Period of Cover during which notice may be given to us of any Loss sustained prior the end of the Period of Cover.

2.11 **Documents:** Documents, records or data of any nature. Documents does not include Money, Securities, Valuable Papers or Instructions.

2.12 **Employee:** Any person that you have the right to direct who is:

- employed by you;
- apprenticed to you;
- hired or seconded from another party by you;
- a Director or Officer whilst performing acts falling within the scope of the usual duties of an employee; or
- a voluntary worker.

2.1 **External Party:** Any person or entity other than:

- you,
- an Employee, Director or Officer; or
- a person acting in collusion with one or more of these people.

2.2 **Extortion:** A situation where you have delivered, transferred or caused to have transferred funds or property as a result of a communicated threat to:

- do bodily harm to a Director, Officer or Employee or a family member of one of these people; or
- damage or destroy Money, Securities, Valuable Papers, Documents or Property owned by you or for which you are legally liable.

Extortion does not include payment demands as part of a threat to damage, destroy, corrupt or take control of your computer system, electronic data or website, or reveal trade secrets and any other proprietary or personal information contained within your computer system or electronic database.

2.1 Financial Organisation: Any bank including merchant, mortgage and interment banks, credit unions, finance companies, insurance or reinsurance companies, stockbrokers, investment trusts, asset management companies, fund managers or agents, savings and loan associations or any other entity recognised carrying on financial services, commodities, futures or foreign exchange trading or any other similar entity.

2.2 Forged: Bearing a forged handwritten or mechanically or electronically reproduced signature of a genuine person without the authority of that person.

2.3 Fraudulent Impersonation: Deception by any External Party purporting to be another person or entity.

2.4 Fraudulently Altered: Altered for a fraudulent purpose by any person other than a person who was authorised to prepare or sign the document.

2.5 GST: Goods and services tax per the meaning given in the A New Tax System (Goods and Services Tax) Act 1999.

2.6 Instruction: Written, printed, electronic or telephonic communication, instruction or advice that is authorising, directing or acknowledging the transfer, payment, delivery or receipt of Securities, Money, Valuable Papers or Property.

2.7 Instruments: Documents, Money, Securities, Valuable Papers and Instructions.

2.8 Limit(s) of Liability: The limit(s) that apply to the Insurance, as stated in this Policy Wording and on your Policy Schedule.

2.9 Loss: Direct financial loss sustained by you. Loss does not include salaries, fees, commission, bonuses and similar employee benefits earned in the normal course of employment, other than amounts paid to an Employee for a specific transaction in respect of which that Employee acted Wrongfully

2.10 Money: Authentic currency, bank notes, coins or bullion.

2.11 Officer: A person who:

a) makes, or participates in making, decisions that affect the whole, or a substantial part, of the business of the Company;

b) is concerned in, or takes part in, the management of the Company; or

c) has the capacity to affect significantly the Company's financial standing.

2.1 Period of Cover: The duration of your Insurance as stated in your Policy Schedule.

2.2 Policy: means this Policy Wording, the Policy Schedule and any endorsements attaching to and forming part of the Policy

2.3 Policy Schedule: The document titled 'Policy Schedule' issued by us to you which sets out the scope and extent of the Insurance including any Special Conditions applying to the Insurance for the relevant Period of Cover.

2.4 Policy Wording: This document

2.5 Premises: The interior portion of any building owned or occupied by you and in which you conduct your business.

2.6 Premium/s: The amount we will charge you for the Insurance for the duration of each Period of Cover.

2.7 Property: Any physical items in which you have an interest or which are held by you. Property excludes your software, electronic data, website and proprietary or personal information contained within your computer system or electronic database.

2.8 Security: Shares, stocks, bearer instruments, derivatives, bonds, warrants, debentures, units in shares, units in trusts (including any evidence of indebtedness or other equity or debt security), rights under a depositary receipt or other securities (or interests therein) of whatever nature.

2.9 Special Condition: An additional term applied specifically to your Insurance cover and which takes priority over and above the terms included in this Policy Wording.

2.10 Subsidiary: Any company which you:

a) control or controlled the composition of the board of directors;

b) control or controlled more than half of the shareholder or equity voting power;

c) hold or held more than half of the issued share capital or equity; or

d) exercise effective management control over a joint venture or other entity of the Company.

Insurance in respect of any such company applies only in respect of Losses whilst the company was or is a Subsidiary.

2.1 Theft: Unlawful and permanent deprivation by an External Party, including but not limited to burglary, robbery and hold-up.

2.2 Valuable Papers: All negotiable and non-negotiable instruments or contracts representing Money or other property or interests therein and other valuable papers.

2.3 Underwriters: The Underwriters referred to in the Policy Schedule.

2.4 we, us, our: The Underwriters referred to in the Policy Schedule.

2.5 Wrongfully: Dishonestly, fraudulently, criminally or maliciously.

2.6 you, your(s): The Insured as described in your Policy Schedule.

3 INSURANCE WORDING

In consideration for payment of the Premium and in reliance upon all statements made in the Proposal and any information provided to us by you or on your behalf, we agree to provide insurance in accordance with the terms of this Policy.

This Insurance applies for any Loss arising directly from a covered event which you sustain prior to the expiry of the Period of Cover, which is first Discovered during the Period of Cover and which is notified to us in accordance with the requirements of this Insurance.

Limits apply to this Insurance. They are summarised in your Policy Schedule.

3.1 THE COVER

3.1.1 Employee Dishonesty

We will pay for your Loss resulting from any Employee acting Wrongfully (whether acting alone or in collusion with any other person), with the intent to cause you to sustain such Loss or to obtain gain for themselves or any other person or organisation.

3.1.2 Fraud, Forgery and Counterfeiting

We will pay for your Loss resulting from:

a) you or any Financial Organisation acting on your behalf having acted on or relied upon any Document, Security, Instruction, Valuable Papers or Money which has been Forged or Fraudulently Altered by an External Party, or is Counterfeit; and
b) Instruction made by Fraudulent Impersonation that was received, sent or purportedly sent by you.

3.1.3 Theft

We will pay for your Loss resulting from:

a) Theft or suspected Theft of any Property, Securities, Valuable Papers or Money which is owned by you or for which you are legally liable; and
b) damage to Property and Premises resulting directly from Theft or suspected Theft.

3.1.4 Customer Account Fraud

We will pay for Loss resulting from fraudulent or unauthorised transactions using:

a) a Customer's credit card or account card; or
b) a Customer's credit or debit account details.

3.1.5 Extortion

We will pay for your Loss resulting from Extortion.

3.2 EXTENSIONS OF COVER

These extensions of cover are subject to all terms and conditions of this Policy Wording. Limits apply and are summarised in your Policy Schedule.

3.2.1 Corporate Identity Fraud

We will pay for reasonable fees, costs and expenses incurred for:

a) investigation;
b) correction and reinstatement of public records;
c) public relations services; and
d) applying for civil or criminal proceedings to be dismissed or withdrawn because the alleged liability or offence resides with or was committed by someone other than you,

following the fraudulent modification, corruption or use of publicly available data relating to your Company's formation and genuine identity, occurring during the Period of Cover and notified to us during the Period of Cover

3.2.2 Extended Discovery Period

If you do not renew or replace this Insurance with any other insurance policy affording corporate crime coverage, we will provide an:

a) automatic extended Discovery Period of up to 90 days commencing from the end of the Period of Cover; or
b) extended Discovery Period of up to 12 months commencing from the end of the Period of Cover, provided the additional period is requested within 30 days of the end of the Period of Cover and upon payment of an additional 100% of the Premium for this Policy or as otherwise specified in your Policy Schedule.

During an extended Discovery Period you may notify to us any claim for a Loss or claim for any other amount under this Insurance, provided that the Loss occurred during the Period of Cover and we will consider the claim as though it had been reported during the Period of Cover.

3.2.3 Interest

We will pay for :

a) the amount of any interest which would have been receivable by you but for a Loss covered under this Insurance; and
b) your liability for interest that would have accrued to a Customer but did not accrue as a direct result of a Loss covered under this Insurance.

3.2.4 Investigation Expenses

We will pay for fees and expenses reasonably incurred for independent outside accountants or similar specialists to determine the amount and extent of your Loss covered under this Insurance.

3.2.5 Legal Expenses

We will pay for the legal fees and expenses reasonably incurred in the defence of any demand, claim, suit or legal proceeding directly resulting from a Loss covered under this Insurance.

3.2.6 Legal Liability for Incomplete Transactions

We will pay for your Loss arising from your legal liability caused by your failure or inability to complete transactions due to a Loss that is covered under this Insurance .

3.2.7 Mitigation of Loss

We will pay for the direct costs and expenses necessarily and reasonably incurred in respect of any action taken to mitigate a Loss or potential Loss that otherwise would be the subject of a claim under this Insurance.

3.2.8 Stop Payment or Direct Debit Order Liability

We will pay for your Loss arising from you, or a Financial Organisation acting on your behalf, having:

a) complied with or failed to comply with a request to stop payment on any cheque or draft;
b) refused to pay any cheque or draft; or
c) failed to comply with a request to stop a direct debit payment.

provided such loss occurs during the Period of Cover and is notified to us during the Period of Cover

3.3 LIMITS OF LIABILITY

Your Policy Schedule specifies the total Limit(s) of Liability for the Period of Cover.

If a sub-limit is shown in the Policy Schedule for a particular element of the Insurance then this sub-limit is part of the Limit(s) of Liability and is not in addition to the Limit(s) of Liability.

4 EXCLUSIONS

We will not pay claims under this Insurance arising in connection with any of the following circumstances:

a) Any Loss Discovered outside the Period of Cover.
b) Any indirect or consequential loss of any nature, except where expressly provided for in Extensions of Cover.
c) The accessing, use of or dissemination of any confidential information, except to the extent that such confidential information is used to support or facilitate the commission of an act protected under this Insurance.
d) loss resulting from any items which are or purport to be travellers cheques, letters of credit, bills of lading, shipping

documents, warehouse receipts, trust receipts, accounts receivable, or any other bill, receipt or document serving a similar purpose, unless such loss is protected under Employee Dishonesty.

e) Fines, penalties or damages of any type except direct compensatory damages arising out of a Loss covered by this policy.

f) Pollution, nuclear explosion or contamination.

g) Undeclared war, civil war, civil unrest, riot, insurrection, rebellion or revolution and hostilities.

h) Warlike acts by a military force or military personnel, or the destruction, seizure or use of property for military purpose.

i) Terrorism or threat of force or violence to a person or group or class of persons, or to property by one or more persons, claiming to be committed to a cause whether political, religious, ideological or similar purposes, including an intention to influence a government, or invoke fear.

j) arising from, directly or indirectly, or in any way involving any claim or provide any benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Underwriters to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Australia, United Kingdom or United States of America.

5 CLAIMS

5.1 MAKING CLAIMS

You can report a claim to:

Sedgwick Australia Pty Ltd
Level 15, 35 Clarence St
Sydney, NSW, 2000

Phone: +61 2 8310 7307
Email: claims@ourguard.com.au

5.2 ASSESSING CLAIMS

We require you to give us your full cooperation and comply with all our reasonable requests in relation to your claim, including but not limited to;

a) supplying all information completely, truthfully and honestly about:
   i. the incident giving rise to the claim; and
   ii. you or anyone else covered under your Insurance;

b) providing assistance needed to recover our costs from other parties;

c) within a reasonable timeframe of our request, providing any information, written statements, evidence and help we may need in defending, prosecuting and investigating the claim;
d) attending an interview with our assessor or investigator;
e) assisting any agents appointed by us (such as solicitors); and
f) attending court to give evidence.

If you receive any legal demand, subpoena, originating process for a trial or court proceeding or claim arising out of any incident which is relevant to this Policy, copies of these are to be sent to us immediately. Furthermore, you must assist us in taking or defending legal action in your name, including providing statements to legal representatives and appearance at trial or any other court proceedings.

5.3 CLAIM DEDUCTIBLE

All claims are subject to a Deductible which is displayed on your Policy Schedule. If multiple Losses arise from a single source or cause then a single Deductible will apply.

At the time of the claim, the amount determined as the Loss under this Insurance will be compared to the Deductible. If the Loss does not exceed the Deductible, your claim will not be paid. If the Loss does exceed the Deductible, the amount for payment will be considered after subtracting the Deductible amount from the Loss.

The amount of the Deductible is included in the Limit(s) of Liability shown in your Policy Schedule.

5.4 ALLOCATION

We will use our best efforts to agree upon a fair and equitable allocation of amounts covered and not covered under this Insurance.

5.5 SETTLING CLAIMS

We will never pay more than the limits described in the Limit(s) of Liability section and as shown on your Policy Schedule.

We may commence or defend legal action in your name and recover our costs from a third party.