

IMPORTANT NOTICES

We have prepared this document to assist you to understand important issues relating to your insurances. Please contact your Insurance Broker if you have any questions or require further advice/assistance.

ESSENTIAL READING OF POLICY WORDING

The policy wordings for your insurances are essential reading to understand what is protected by each policy. Read them carefully as soon as possible and contact us if you have any concerns about the extent of your cover.

YOUR DUTY OF DISCLOSURE

Before you enter into an insurance contract, you have a duty to tell the insurer anything that you know, or could reasonably be expected to know, that may affect the insurer's decision to insure you and on what terms.

You have this duty until they agree to insure you. You have the same duty before you renew, extend, vary, or reinstate an insurance contract.

You do not need to tell the insurer anything that:

- reduces the risk they insure you for; or
- is common knowledge; or
- the insurer knows, or should know: or
- the insurer waives your duty to tell them about.

If you do not tell the insurer something you are required to, they may cancel your insurance contract or reduce the amount they will pay you if you make a claim, or both. If your failure to tell them is fraudulent, they may refuse to pay a claim and treat the insurance contract as if it never existed.

ADDITIONAL DUTY NOT TO MAKE A MISREPRESENTATION

(Applies to consumer insurance contracts only)

A consumer insurance contract (CIC) is a contract that is purchased for personal, domestic or household purposes.

You have a duty under the *Insurance Contracts Act 1984 (ICA)* to **take reasonable care not to make a misrepresentation to the insurer (your duty)**.

Your duty applies only in respect of a policy that is a consumer insurance contract, which is a term defined in the ICA. Your duty applies before you enter into the policy and also before you renew, extend, vary or reinstate the policy.

Before you do any of these things, you may be required to answer questions and the insurer will use the answers you provide in deciding whether to insure you, and anyone else to be insured under the policy, and on what terms. To ensure you meet your duty, your answers to the questions must be truthful, accurate and complete.

If you fail to meet your duty, the insurer may be able to cancel your contract, or reduce the amount it will pay if you make a claim, or both. If your failure is fraudulent, the insurer may be able to refuse to pay a claim and treat the contract as if it never existed.

DUTY OF GOOD FAITH

Both parties to an insurance contract, the insurer and the insured, must act towards each other with the utmost good faith. If you fail to do so, the insurer can cancel your insurance. If the insurer fails to do so, you may be able to sue the insurer.

AVERAGE OR CO-INSURANCE

Some policies contain an Average clause. This means that if you insure for less than the full value of the property, your claim may be reduced in proportion to the amount of the under-insurance. These clauses are also called "Co-Insurance" clauses.

A simple example is as follows:

Full (Replacement) Value	\$1,000,000
Sum Insured	\$500,000

Therefore, you would be self-insured for 50% of the Full Value

Amount of Claim, say	\$100,000
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Amount payable by Insurers as a result of the application of Average/Co-Insurance (ie: 50%)	\$50,000
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Some Business Interruption policies contain an Average/Co-insurance clause, but the calculation is different. Generally, the Rate of Gross Profit, Revenue or Rentals (as applicable) is applied to the Annual Turnover, Revenue or Rentals (as applicable) (after adjustment for business trends or other circumstances).

CONTRACTS AND LEASES YOU SIGN

If you sign a contract with an indemnity, "hold harmless" or release, it can invalidate your insurance – unless you obtain the Insurer's consent in advance.

These clauses are often found in leases and other contracts you sign from time to time relating to your business. Do not sign a contract or lease without contacting us and/or taking legal advice as to whether the contract terms will prejudice your policy.

Change or Alteration in Risk

It is our duty as brokers to give you sound professional advice, but that advice can only be sound and valid if we are kept properly informed of changes to your business, circumstances or products such as alteration of risk, changes in location, mergers and acquisitions or any new or changes

Non-Renewable Insurance

Cover under your policies terminates on the date shown on our tax invoice or adjustment note.

While insurers will send renewal offers for most insurance policies, there are some which are not "renewable". For these, if you wish to effect similar insurance for a subsequent period, you will need to complete a further proposal form/declaration before the current policy expires so that we can seek terms of insurance and quotations on your behalf.

Refund of Premium

If there is a refund or reduction of premium owed to you as a result of a cancellation or alteration to a policy, we will retain any broker fee we have charged you. CBN will retain any commission that was paid to them by the insurer for the policy and we may retain the portion of the commission that was paid to us by CBN. We may also charge you a cancellation fee.

Cancellation of Policy or Deficient Cover Due to Non-Payment of Premium

We shall not be held responsible for the cancellation of your policy, a deficiency in cover, or the denial of a claim by your Insurer where you have not paid, or did not pay, any amount of premium due to us or your Insurer, or instalments to your premium financier.

General

Many areas of insurance are complex, and some implications may not be evident to you. If there are **any** aspects of your insurances that you do not understand or you require further explanation, please contact us immediately.

ADDITIONAL INSUREDS AND NOTING INTERESTS

If a person is to be named on your policy or insured as a co-insured or joint insured, notify us immediately so we can request this in advance from the insurer. Your property and liability policies will not provide automatic cover for the insurable interest of other parties (e.g., mortgagees, lessors).

Check with us whether the insurer will include someone else as an insured or note their interests before you agree to this in a contract or lease. We cannot guarantee that an insurer will agree to include someone as an insured under your policy or to note their interests on your policy.

CLAIMS OCCURRING POLICIES

Most of your policies do not provide indemnity in respect of events that occurred before the insurance commenced. They cover events that occur during the policy period.

CLAIMS MADE POLICIES

Some policies (e.g. professional indemnity insurance) provide cover on a "claims made" basis. This means that claims first advised to you (or made against you) and reported to your insurer during the policy period are insured under that policy, irrespective of when the incident causing the claim occurred. If you become aware of circumstances which could give rise to a claim, notify the insurer during the policy period.

Report all incidents that may give rise to a claim against you to the insurers immediately after they come to your attention and before the policy expires.

INSURER SOLVENCY

We do not warrant or guarantee the current or ongoing solvency or financial viability of the insurer because we have no control over the insurer's performance, and this can be affected by many complex commercial and economic factors.

UNAUTHORISED FOREIGN INSURERS

In limited cases, we may recommend that you insure with an unauthorised foreign insurer. An unauthorised foreign insurer is an insurer that is not authorised under the Insurance Act 1973 (**Act**) to conduct insurance business in Australia and is not subject to the system of financial supervision of general insurers in Australia that is monitored by the Australian Prudential Regulation Authority.

LEASING, HIRING AND BORROWING PROPERTY

When you lease, hire or borrow property, make sure that the contract clearly identifies who is responsible for insuring the property.

Industrial Special Risks policies automatically cover property which you are responsible to insure, subject to the policy excess. Public liability insurance may assist you meet claims relating to property damage to property which you lease or hire. A sub-limit usually
If the insurer becomes insolvent, you will not be protected by the Federal Government's Financial Claims Scheme provided under Part VC of that Act.

Non-Disclosure

Policies which are not governed by the Insurance Contracts Act 1984 such as marine, (other than marine inland transit insurance and pleasure craft) and insurance required by statute such as Compulsory Third Party (CTP) motor vehicle insurance and workers compensation, the Insurer may be able to recover against the Insured in the event of misrepresentation, misstatement or non-disclosure.

If you are uncertain as to whether particular information is relevant to the insurer's decision to insure, please contact us and we can help you identify whether the information should be disclosed to the insurer on the application or upon renewal or variation of the insurance.

GENERAL ADVICE WARNING

This advice does not take into account your personal objectives, financial situation or needs. For this reason, before you act on this advice, you should consider the appropriateness of the advice having regard to your own objectives, financial situation and needs.

Insurers have created Target Market Determinations (TMDs) which set out the type of customer and risk the product is designed for. We can confirm that you fall within these criteria for this financial product. If you would like a copy of the TMD, please advise us so that we can make this available to you.

Before you make any decision about whether the policy is right for you, you should obtain and read the Product Disclosure Statement (PDS) for the policy.



Policy certificate

Insurance effected through the Coverholder:

CFC Underwriting Limited
85 Gracechurch Street
London EC3V 0AA
United Kingdom

PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY.

This Certificate is issued by the Coverholder in accordance with the authorisation granted to the Coverholder under the Binding Authority Agreement with the Unique Market Reference stated within this Policy. This Policy comprises a Certificate, the Schedule, Wording and all other provisions and conditions attached and any endorsements issued.

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this Policy.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

In Witness whereof this Certificate has been signed by:

A handwritten signature in black ink, appearing to read 'ARH', followed by a long, wavy horizontal line.

Authorised Official

Please examine this document carefully. If it does not meet your needs, please contact your broker immediately. In all communications the policy number appearing overleaf should be quoted.

SCHEDULE

POLICY NUMBER:	[REDACTED]
UNIQUE MARKET REFERENCES:	[REDACTED]
THE INSURED:	[REDACTED]
ADDRESS:	[REDACTED]
THE UNDERWRITERS:	Underwritten by certain underwriters at Lloyd's
THE INCEPTION DATE:	16:00 Local Standard Time on 01 Oct 2022
THE EXPIRY DATE:	16:00 Local Standard Time on 01 Oct 2023
TOTAL PAYABLE:	AUD1,850.00
Broken down as follows:	
Premium:	AUD1,700.00
Policy Administration Fee:	AUD150.00
GST:	AUD0.00
BUSINESS OPERATIONS:	Mortgage brokers
LEGAL ACTION:	Worldwide
TERRITORIAL SCOPE:	Worldwide
REPUTATIONAL HARM PERIOD:	12 months
INDEMNITY PERIOD:	12 months
WAITING PERIOD:	8 hours
RETROACTIVE DATE:	Unlimited
OPTIONAL EXTENDED REPORTING PERIOD:	12 months for 100% of applicable annualised premium
APPROVED CLAIMS PANEL PROVIDERS:	CFC Response
CYBER INCIDENT MANAGER:	CFC Underwriting Limited
CYBER INCIDENT RESPONSE LINE:	In the event of an actual or suspected cyber incident please call our Cyber Incident Response Team on the toll free 24-hour hotline number: 1800 803 202 or email cyberclaims@cfcunderwriting.com
WORDING:	Cyber, Private Enterprise (AU) v3.0
ENDORSEMENTS:	Complaints Notice (NON USA) Subjectivity Condition Clause Choice of Law, Jurisdiction and Service of Suit Clause

SCHEDULE

INSURING CLAUSE 1: CYBER INCIDENT RESPONSE

SECTION A: INCIDENT RESPONSE COSTS

Limit of liability:	AUD1,000,000	each and every claim
Deductible:	AUD0	each and every claim

SECTION B: LEGAL AND REGULATORY COSTS

Limit of liability:	AUD1,000,000	each and every claim
Deductible:	AUD2,500	each and every claim

SECTION C: IT SECURITY AND FORENSIC COSTS

Limit of liability:	AUD1,000,000	each and every claim
Deductible:	AUD2,500	each and every claim

SECTION D: CRISIS COMMUNICATION COSTS

Limit of liability:	AUD1,000,000	each and every claim
Deductible:	AUD2,500	each and every claim

SECTION E: PRIVACY BREACH MANAGEMENT COSTS

Limit of liability:	AUD1,000,000	each and every claim
Deductible:	AUD2,500	each and every claim

SECTION F: THIRD PARTY PRIVACY BREACH MANAGEMENT COSTS

Limit of liability:	AUD1,000,000	each and every claim
Deductible:	AUD2,500	each and every claim

SECTION G: POST BREACH REMEDIATION COSTS

Limit of liability:	AUD50,000	each and every claim, subject to a maximum of 10% of all sums we have paid as a direct result of the cyber event
Deductible:	AUD0	each and every claim



INSURING CLAUSE 2: CYBER CRIME

SECTION A: FUNDS TRANSFER FRAUD

Limit of liability: AUD250,000 each and every claim

Deductible: AUD2,500 each and every claim

SECTION B: THEFT OF FUNDS HELD IN ESCROW

Limit of liability: AUD250,000 each and every claim

Deductible: AUD2,500 each and every claim

SECTION C: THEFT OF PERSONAL FUNDS

Limit of liability: AUD250,000 each and every claim

Deductible: AUD2,500 each and every claim

SECTION D: EXTORTION

Limit of liability: AUD1,000,000 each and every claim

Deductible: AUD2,500 each and every claim

SECTION E: CORPORATE IDENTITY THEFT

Limit of liability: AUD250,000 each and every claim

Deductible: AUD2,500 each and every claim

SECTION F: TELEPHONE HACKING

Limit of liability: AUD250,000 each and every claim

Deductible: AUD2,500 each and every claim

SECTION G: PUSH PAYMENT FRAUD

Limit of liability: AUD50,000 each and every claim

Deductible: AUD2,500 each and every claim

SECTION H: UNAUTHORISED USE OF COMPUTER RESOURCES

Limit of liability: AUD250,000 each and every claim

Deductible: AUD2,500 each and every claim



INSURING CLAUSE 3: SYSTEM DAMAGE AND BUSINESS INTERRUPTION

SECTION A: SYSTEM DAMAGE AND RECTIFICATION COSTS

Limit of liability: AUD1,000,000 each and every claim

Deductible: AUD2,500 each and every claim

SECTION B: DIRECT LOSS OF PROFITS AND INCREASED COST OF WORKING

Limit of liability: AUD1,000,000 each and every claim, sub-limited to AUD1,000,000 in respect of system failure

Deductible: AUD2,500 each and every claim

SECTION C: ADDITIONAL INCREASED COST OF WORKING

Limit of liability: AUD100,000 each and every claim

Deductible: AUD2,500 each and every claim

SECTION D: DEPENDENT BUSINESS INTERRUPTION

Limit of liability: AUD1,000,000 each and every claim, sub-limited to AUD1,000,000 in respect of system failure

Deductible: AUD2,500 each and every claim

SECTION E: CONSEQUENTIAL REPUTATIONAL HARM

Limit of liability: AUD1,000,000 each and every claim

Deductible: AUD2,500 each and every claim

SECTION F: CLAIM PREPARATION COSTS

Limit of liability: AUD25,000 each and every claim

Deductible: AUD0 each and every claim

SECTION G: HARDWARE REPLACEMENT COSTS

Limit of liability: AUD1,000,000 each and every claim

Deductible: AUD2,500 each and every claim



INSURING CLAUSE 4: NETWORK SECURITY & PRIVACY LIABILITY

SECTION A: NETWORK SECURITY LIABILITY

Limit of liability:	AUD1,000,000	each and every claim, including costs and expenses
Deductible:	AUD2,500	each and every claim, including costs and expenses

SECTION B: PRIVACY LIABILITY

Limit of liability:	AUD1,000,000	each and every claim, including costs and expenses
Deductible:	AUD2,500	each and every claim, including costs and expenses

SECTION C: MANAGEMENT LIABILITY

Limit of liability:	AUD1,000,000	each and every claim, including costs and expenses
Deductible:	AUD2,500	each and every claim, including costs and expenses

SECTION D: REGULATORY FINES

Limit of liability:	AUD1,000,000	each and every claim, including costs and expenses
Deductible:	AUD2,500	each and every claim, including costs and expenses

SECTION E: PCI FINES, PENALTIES AND ASSESSMENTS

Limit of liability:	AUD1,000,000	each and every claim, including costs and expenses
Deductible:	AUD2,500	each and every claim, including costs and expenses

INSURING CLAUSE 5: MEDIA LIABILITY

SECTION A: DEFAMATION

Limit of liability:	AUD1,000,000	each and every claim, including costs and expenses
Deductible:	AUD2,500	each and every claim, including costs and expenses

SECTION B: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

Limit of liability:	AUD1,000,000	each and every claim, including costs and expenses
Deductible:	AUD2,500	each and every claim, including costs and expenses

INSURING CLAUSE 6: TECHNOLOGY ERRORS AND OMISSIONS

NO COVER GIVEN



INSURING CLAUSE 7: COURT ATTENDANCE COSTS

Aggregate limit of liability: AUD100,000 in the aggregate

Deductible: AUD0 each and every claim



OUR REGULATORY STATUS

CFC Underwriting Limited is authorized and regulated by the United Kingdom Financial Conduct Authority (FCA). CFC Underwriting Limited's Firm Reference Number at the FCA is 312848. These details may be checked by visiting the Financial Conduct Authority website at <https://register.fca.org.uk/>. Alternatively the Financial Conduct Authority may be contacted on +44 (0)20 7066 1000.

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations to you in respect of insurance policies that we have underwritten on behalf of insurers. This depends on the type of business and the circumstances of the claim. In respect of general insurance business the FSCS will cover 90% of the claim, without any upper limit and for compulsory classes of insurance, the FSCS will cover 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

HOW TO COMPLAIN

We intend to provide an excellent service to you. However, we recognize that there may be occasions when you feel that this has not been achieved. If you are unhappy with any aspect of the service that you receive from us, please contact your insurance broker in the first instance, stating the nature of your complaint, the certificate and/or claim number.

Alternatively, you can contact us directly at enquiries@cfcunderwriting.com or please write to:

Chief Executive Officer
CFC Underwriting Limited
85 Gracechurch Street
London EC3V 0AA
United Kingdom

If after taking this action you are still unhappy with the response it may be possible in certain circumstances for you to refer the matter to Lloyd's of London. The contact details are as follows:

Complaints Department
Fidentia House
Walter Burke Way
Chatham
Kent ME4 4RN
Telephone +44 (0)20 7327 5693

:

E-mail: complaints@lloyds.com

Your complaint will be acknowledged promptly in writing.

A decision on your complaint will be provided to you, in writing, within 8 weeks of the complaint being made.

If you remain dissatisfied after receiving the response, you may have the right to refer your complaint to the Financial Ombudsman Service (FOS). The contact details are as follows:



Financial Ombudsman Service
Exchange Tower
London
E14 9SR
United Kingdom
Telephone from +44 20 7964 0500
outside the UK:
Telephone from inside 0800 023 4567
the UK:
Fax: +44 20 7964 1001

The existence of this complaints procedure does not affect any right of legal action you may have against CFC Underwriting Limited or Lloyd's as detailed in the Service of Suit condition on the last page of your policy.

DATA PROTECTION NOTICE

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations. Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

The information we collect and use includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

We will process individual insured's details, as well as any other personal information you provide to us in respect of your insurance cover, in accordance with our privacy notice and applicable data protection laws.

To enable us to use individual insured's details in accordance with applicable data protection laws, we need you to provide those individuals with certain information about how we will use their details in connection with your insurance cover.

You agree to provide to each individual insured this notice, on or before the date that the individual becomes an individual insured under your insurance cover or, if earlier, the date that you first provide information about the individual to us.



We are committed to using only the personal information we need to provide you with your insurance cover. To help us achieve this, you should only provide to us information about individual insureds that we ask for from time to time.

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice, please contact us directly at enquiries@cfcunderwriting.com.

For more information about how we use your personal information please see our full privacy notice, which is available online on our website at:

<http://www.cfcunderwriting.com/privacy>



SUBJECTIVITY CONDITION CLAUSE

ATTACHING TO
POLICY NUMBER:

[REDACTED]

THE INSURED:

[REDACTED]

WITH EFFECT FROM: 01 Oct 2022

It is understood and agreed that the following CONDITION is added to this Policy:

Subjectivities

The cover provided by this Policy is conditional upon you providing us with some additional information as detailed in the table below together with the dates by which we must have received this information.

Additional information:	Due date:
Satisfactory confirmation that you have downloaded & registered our incident response mobile app, details of which can be found with your policy documents.	31 Oct 2022

Upon receiving this additional information we reserve the right to change the terms or conditions of this Policy, including amending the premium, or to issue notice of cancellation in accordance with the "Cancellation" CONDITION.

If we change the terms or conditions of this Policy, this constitutes a counteroffer which you may accept or decline. If you decline our counteroffer we will issue notice of cancellation in accordance with the "Cancellation" CONDITION.

If the additional information is not received by the due dates shown in the table above we may, at your request, consider extending the due dates or we may issue a notice of cancellation in accordance with the "Cancellation" CONDITION.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY



CHOICE OF LAW, JURISDICTION AND SERVICE OF SUIT CLAUSE

ATTACHING TO
POLICY NUMBER:

[REDACTED]

THE INSURED:

[REDACTED]

WITH EFFECT FROM: 01 Oct 2022

It is understood and agreed that the "Disputes resolution" CONDITION is deleted in its entirety and replaced with the following:

Choice of law, jurisdiction and service of suit

This Policy will be interpreted under, governed by and construed in all respects in accordance with the laws of the Commonwealth of Australia and subject to the exclusive jurisdiction of the courts of the Commonwealth of Australia.

Any summonses, notices or process to be served upon us may be served upon:

Lloyd's General Representative in Australia
Suite 1603
Level 16, 1 Macquarie Place
Sydney NSW 2000

who has authority to accept service and to enter an appearance on our behalf, and who is directed at your request to give a written undertaking to you that he will enter an appearance on our behalf.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE
POLICY