

CRISIS RESPONSE & SECURITY RISKS

Policy Wording

*Policy form: Crisis Response and Security Risks Insurance
AUS 0121*

What to do in a Crisis

In the event an **Insured Event** or **Covered Event** has occurred or is believed might have occurred, immediately contact S-RM on their 24/7 emergency contact number

+44 (0) 20 3889 7024

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Please read the entire **Policy** carefully and discuss its terms, conditions, and exclusions with your insurance broker or adviser. Various provisions of this **Policy** restrict coverage. Refer to the Definitions section for words and phrases in bold, which have special meaning.

CRISIS RESPONSE

1.1. Coverage

The **Insurer** agrees to:

- 1.1.1. pay on behalf of the **Insured** the costs of the provision of **Crisis Response Services**; and
- 1.1.2. indemnify the **Insured** for the costs of **Crisis Response Expenses** incurred as a direct result of a covered **Crisis**;

up to the **Limit of Liability** in the event that a **Crisis** first commences during the **Period of Insurance** provided that the **Insurer** is notified as soon as reasonably practicable.

Covered Events

- i. **Criminal Events**
- ii. **Personal Safety Events**
- iii. **Political Violence Events**

1.2. Crisis Response Services

- 1.2.1. Subject to the provisions of clause 1.2, if the **Crisis Management Consultants** deems it necessary for the purposes of:
 - a) assessment of the nature of a **Crisis** and the potential impact it may have on the **Insured's** business operations, **Products, Property, Proprietary Information**, reputation and/or the safety of a **Covered Person**; or
 - b) the mitigation of the impact of a **Crisis** on the **Insured's** business

- operations, **Products, Property, Proprietary Information**, reputation and/or the safety of a **Covered Person**; or
- c) ensuring the **Insured** maintains and/or resumes normal business operations during and/or immediately following a **Crisis**,

the **Insurer** will pay on behalf of the **Insured** the costs of the following **Crisis Response Services** which the **Crisis Management Consultants** deems necessary:

General Crisis Response

- a) Access to 24/7/365 operations centre for incident notification, triage and immediate access to the **Crisis Management Consultants**.
- b) Briefing call with the **Crisis Management Consultants** in order to assess the nature of a **Crisis**, the potential impact it may have on the **Insured's** business operations, **Products, Property, Proprietary Information**, reputation and/or the safety of a **Covered Person**, and the necessary immediate actions.
- c) Deployment of **Crisis Management Consultants** to the location(s) of the **Crisis** and / or other agreed location(s).
- d) Assessment of the threats to the **Insured**.
- e) Security Risk Assessment of **Insured's** assets, employees, property or reputation.
- f) Provision of situation and risk monitoring services.

- g) Review of crisis management and security policy, plans and procedures if available.
- h) Advice on crisis management and security strategies, policies, plans and procedures.
- i) Advice on the most appropriate physical and technical security services for the protection of assets including access control, man-guarding, CCTV systems, alarms, aerial monitoring and technical surveillance countermeasure inspections.
- j) Identification, oversight and management of physical and technical security providers.
- k) Provision of intelligence and investigation(s) services.
- l) Provision of surveillance or counter-surveillance services where permissible under local law.
- m) Recommendation of, liaison with and oversight of, subject matter expert service providers as required.
- n) Advice on family management and liaison with authorities.

Crisis Communications Support

The provision of **Crisis Communications Consultants** to advise on:

- o) Internal and external crisis communications strategies including stakeholder mapping.
- p) Media and social media monitoring services and strategic response.
- q) Messaging and statement development for all stakeholders.
- r) Question and Answer document development.
- s) Front-liner briefing materials (customer services, reception, security desk).
- t) Press office resource.
- u) Spokesperson coaching.

Post-Event Support

- v) Assistance with the sourcing of alternative accommodation and premises.

- w) **Insured** and **Covered Person** debriefing.
- x) Advice on future risk mitigation and lessons learned following the debrief process.
- y) Security awareness training for affected **Covered Persons**.

1.2.2.

The **Insurer** will pay on behalf of the **Insured** the costs of **Crisis Response Services**:

- a) where a **Crisis** has occurred, for a period of one hundred and twenty (120) consecutive days from when the **Crisis** is first notified to the **Crisis Management Consultants**; or
- b) where the **Crisis Management Consultants** determine there is ongoing criminal activity that represents a reasonable threat of death or **Bodily Harm**, which is specifically targeted against a particular **Covered Person**; or
- c) where the **Insured** believes that there is a clear and imminent danger of a specific **Crisis** commencing within the Period of Insurance. Such services will be provided for up to fifteen (15) consecutive days to allow the **Crisis Management Consultants** to determine that either:
 - i. there is no clear and imminent danger of a **Crisis** occurring; or
 - ii. there is a clear and imminent danger of a **Crisis** occurring or the **Crisis** does in fact occur, in which case the 120 days described in 1.2.2 a) will apply from the day the **Insured** first contacted the **Crisis Management Consultants**; or
- d) where the **Insured** believes that a **Crisis** has occurred within the **Period of Insurance** but there is insufficient evidence to confirm. Such services will be provided for up to fifteen (15) consecutive days to allow

the **Crisis Management Consultants** to determine that either:

- i. a **Crisis** has not occurred; or
- ii. a **Crisis** has occurred in which case the 120 days described in 1.2.2 a) will apply from the day the **Insured** first contacted the **Crisis Management Consultants**.

1.3. Crisis Response Expenses

1.3.1. **Crisis Response Expenses** include any of the following:

- a) Costs, fees and expenses of additional security personnel, close protection officers and temporary physical security measures for the protection of a **Covered Person, Premises** or **Property** where there is an ongoing threat to a **Covered Person's** life and is specifically recommended by the **Crisis Management Consultants**.
- b) Reasonable fees and expenses of independent psychiatric care, psychological counselors and/or trauma specialists incurred during a **Crisis** and within twelve (12) months after a **Crisis** has finished.
- c) Reasonable travel and accommodation costs incurred by the **Insured** and/or a **Covered Person** incurred during a **Crisis** to assist the **Insured** assessing, mitigating and resolving a **Crisis** and/or assisting in the **Insured's** business continuity efforts;
- d) Reasonable transportation costs to evacuate a **Covered Person** to the nearest place of safety or back to their home country if a **Crisis** means that there is an ongoing threat of **Bodily Harm** to a **Covered Person**.

1.4. Definitions

1.4.1. **Active Assailant** means a person or group of persons actively engaged in the sole

purpose of killing or attempting to kill or cause **serious bodily injury** to a person or group of persons.

- 1.4.2. **Bodily Harm** means physical injury to a **Covered Person** caused solely and directly by violent means.
- 1.4.3. **Covered Event** means any incident referred to in 1.1 – Coverage which is covered by this **Policy**, or a series of acts committed in furtherance of such incident.
- 1.4.4. **Covered Loss** means those costs that the **Insured** or a **Covered Person** incurs, which are directly caused by a **Crisis** covered under Section 1.1 – Insuring Clause and which is specified in Section 1.2 – Crisis Response Services and Section 1.3 – Crisis Response Expenses of this **Policy**.
- 1.4.5. **Covered Person** means:
 - a) all directors, officers and employees of the **Insured** unless specifically amended in the Schedule.
 - b) the spouse or civil partner (or persons living together as such) or children of a **Covered Person** or any other person a **Covered Person** is legally responsible for;
 - c) a guest or customer of the **Insured** while on any **Premises** occupied by the **Insured** in the conduct of its business, or a guest or customer on board any vehicle, aircraft, or waterborne vessel owned or leased by the **Insured** or a **Covered Person**.
- 1.4.6. **Criminal Events** mean:
 - a) **Bribery**, meaning:
 - i. a demand communicated to the **Insured** and/or a **Covered Person**, either directly or indirectly, by a person seeking money, goods, property or services in return for acting or refraining from acting in the exercise of his or her official function; or

- ii. a **Covered Person** unlawfully offering, giving, receiving or soliciting anything of value in order to improperly influence the actions of another party to act or refrain from acting in the exercise of his duties in order to obtain or retain business or to obtain an undue advantage in a business opportunity.
 - b) **Industrial Espionage**, meaning the actual or attempted taking of **Proprietary Information** from the **Insured's Premises** or a **Covered Person's** property without the permission of the **Insured** with the intention of revealing such information to a competitor or foreign government;
 - c) **Malicious Product Tampering** means the actual or threatened malicious alteration or adulteration of any of the **Insured's Products**, including any allegations by any individual or group of individuals that they have carried out such malicious alteration or adulteration, so as to give the **Insured** and/or the public reasonable cause to believe that the **Insured's Products** have been or are likely to be rendered dangerous or unfit for the use for which they were intended by the **Insured**.
 - d) **Sabotage**, meaning a subversive act or series of acts committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public in fear for such purposes;
- 1.4.7. **Crisis** means:
- a) any **Covered Event**;
- 1.4.8. **Crisis Communications Consultants** means Instinctif Partners or any other crisis communications specialists appointed with the **Insurer's** prior approval.
- 1.4.9. **Crisis Communications Support** means services of the **Crisis Communications Consultants** to advise on internal and external crisis communications following a **Crisis** as listed in clause 1.2 – Crisis Response Services.
- 1.4.10. **Crisis Response Expenses** means the services listed in clause 1.3 – Crisis Response Expenses.
- 1.4.11. **Crisis Response Services** means the services listed in clause 1.2 – Crisis Response Services.
- 1.4.12. **Hand-Held Weapon** means any hand-held instrument or hand-held explosive device or explosive device worn on the body that is used by the **Active Assailant** to cause direct physical loss or physical damage and/or bodily injury or death. **Hand-Held Weapon** includes any **Road Vehicle** that is used by the **Active Assailant** to cause, and is occupied by the **Active Assailant** at the time of, damage and/or bodily injury or death.
- 1.4.13. **Personal Safety Events** mean:
- a) **Abduction**, meaning the actual or suspected illegal taking away of a **Covered Person** by force or subterfuge from the **Insured's Premises**;
 - b) **Major Accident**, meaning any sudden accidental event that results or is expected by the **Insured** to result in **Serious Bodily Injury** to or death of three (3) or more **Covered Persons**.
 - c) **Murder**, meaning the unlawful premeditated killing of a **Covered Person**;
 - d) **Suspicious Death**, meaning the unexpected death of a **Covered Person** where a formal inquest or **Crisis Management Consultants** find that there are reasonable grounds to believe that the death was caused by the criminal activity of a third party;
 - e) **Stalking**, meaning conduct that:
 - i. demonstrates the repeated and persistent intrusion into a

Covered Person's privacy against that **Covered Person's** will (whether by direct communication, physical following, indirect contact via friends, family or colleagues, or social or other forms of media); and

- ii. causes alarm, harassment or distress to that **Covered Person**.

f) **Violent Crime**, meaning a physical attack upon a **Covered Person** which results in immediate and serious **Bodily Harm** to a **Covered Person**;

1.4.14. **Political Violence Events** mean:

- a) **Active Assailant Event**, meaning:
 - i. a malicious physical attack by an **Active Assailant** who is armed with a **Hand-Held Weapon**; and
 - ii. any action of the **Relevant Authority** taken in suppressing, controlling or minimising the immediate consequences of such an attack;

which causes property damage and/or **Bodily Harm** or death, and which affects one (1) or more **Covered Persons** (other than the **Active Assailant**) physically present during the attack.

- b) **Civil Commotion**, meaning a significant disturbance of the public peace by three (3) or more persons assembled together and acting with common intent that has caused damage to the **Insured's Property** or **Bodily Harm** or death to a **Covered Person** or prevents the **Insured** from accessing or exiting from the **Insured's Property**;
- c) **Denial of Access**, meaning the inability of the **Insured** to use or

access its **Premises** as a result of either:

- i. **Physical** damage or destruction by a **Covered Event** to property within a five hundred (500) metre radius of the **Insured's Premises**; or
- ii. Governmental authorities restricting access without justification or where the **Crisis Management Consultants** determines that such justifications are false and/or are made to either financially benefit an individual or achieve political, propaganda or coercive effect by solely and directing targeting the **Insured** or a **Covered Person**;

- d) **Malicious Damage**, meaning the loss, damage or destruction of the **Insured's Property** caused by anyone intending to cause harm or mischief which is committed for political, religious, ideological or similar purposes or solely and directly targets the **Insured** or a **Covered Person**;
- e) **Riot**, meaning a violent disturbance by three or more persons assembled together which threatens the public peace in a country where the **Insured** has **Property** or a **Covered Person** is physically located;
- f) **Strike**, meaning any willful act of any striker or locked-out worker in the furtherance of a strike or in resistance to a lock-out or any act of any lawfully constituted authority for the purpose of suppressing or minimizing the consequence of such act in a country where the **Insured** has **Property** or a **Covered Person** is physically located;
- g) **Terrorism**, meaning an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological

purposes including the intention to influence any government and/or to put the public in fear for such purposes. This act must have caused actual physical damage to the **Insured's Property**, or **Bodily Harm** or death to a **Covered Person**, or prevents a **Covered Person** from accessing or exiting the **Insured's Property**;

- 1.4.15. **Proprietary Information** means any confidential, private, or secret information unique to the **Insured**, the **Insured's** business, or an **Insured Person**.
- 1.4.16. **Road Vehicle** means a private or commercial land-based vehicle intended for use on public roads, including motorcycles, automobiles, or trucks.
- 1.4.17. **Serious Bodily Injury** means accidental injury to a **Covered Person** that results in overnight hospitalisation.

1.5. Exclusions

The **Insurer** shall not be liable in respect of any **Covered Loss** for or caused by or arising from or attributable to:

- 1.5.1. a fraudulent, illegal or criminal act or omission by a director, manager or officer of the **Insured**, when committed in collusion with other directors, managers or officers of the **Insured**.
- 1.5.2. in respect of **Bribery** only:
 - a) losses caused by or arising from or attributable to any actual or attempted payment made by the **Insured**, a **Covered Person** or person acting on behalf of the **Insured** in response to a **Bribery** demand.
- 1.5.3. a peril caused directly or indirectly by malicious or non-malicious electronic data activity.
- 1.5.4. a **Crisis** or any circumstance that could give rise to a **Crisis** which is discovered, known by or should reasonably have been known by the **Insured** prior to the inception of the **Period of Insurance**.

2. SECURITY RISKS

2.1. Coverage

The **Insurer** agrees to indemnify the **Insured** for **Insured Loss** directly caused by any of the following **Insured Events** that commence during the **Period of Insurance** set forth in the Schedule:

- 2.1.1. Kidnap
- 2.1.2. Extortion
- 2.1.3. Hijack
- 2.1.4. Wrongful Detention
- 2.1.5. Threat Event
- 2.1.6. Disappearance
- 2.1.7. Express Kidnap
- 2.1.8. Hostage Crisis
- 2.1.9. Child Abduction
- 2.1.10. Workplace Assault

2.2. Insured Loss

The **Insurer's** obligation to indemnify for **Insured Loss** shall not exceed the **Limit of Liability** stated in the Schedule and shall be limited to the following:

Ransom

- 2.2.1. **Ransom** which has been surrendered. In the case of marketable securities, goods or services, the **Insurer** shall reimburse the actual cash value at the time of surrender.

Ransom in Transit

- 2.2.2. The loss in transit of a **Ransom** due to actual damage, destruction, disappearance, confiscation, or wrongful abstraction, while the **Ransom** is being conveyed to the person who has demanded it, provided the individuals who are engaged in the conveyance have been duly authorised to do so by the **Insured** and/or an **Insured Person**.

Crisis Consultants' Fees and Expenses

- 2.2.3. The fees and expenses of the **Crisis Management Consultants** as a direct result of an **Insured Event**.

Additional Expenses

- 2.2.4. Additional expenses listed below which are incurred by the **Insured** and/or an **Insured Person** immediately following and for the duration of an **Insured Event**, provided these additional expenses are necessarily and solely incurred as a direct result of an **Insured Event**:

Independent Professionals' Fees

- a) reasonable fees and expenses of an independent negotiator engaged with the prior written authorisation of the **Insurer**;
- b) reasonable fees and expenses of an independent public relations consultant and/or interpreter engaged with the prior written authorisation of the **Insurer**;
- c) reasonable fees and expenses of independent forensic analysts engaged with the prior written authorisation of the **Insurer**;
- d) reasonable fees for independent legal advice incurred prior to the release and within thirty-six (36) months following the release of the victim of an **Insured Event**;

Travel

- e) reasonable costs of travel and accommodation incurred by the **Insured** and/or an **Insured Person**;
- f) the reasonable costs of travel of a victim of an **Insured Event**, and his or her immediate family, to the country of which the victim is a national; and the costs of travel of such victim's work replacement, and his or her immediate family, to the country in which such **Insured Event** occurred. These costs shall only apply once per **Insured Person** per **Insured Event**;

Medical and Recovery

- g) reasonable fees for independent psychiatric care, medical care and/or dental care incurred prior to the release and within thirty-six (36) months following the release of the victim of an **Insured Event**;
- h) reasonable costs of cosmetic or plastic surgery which is required to correct any permanent disfigurement sustained by an **Insured Person**;
- i) reasonable rest and rehabilitation expenses including meals and recreation incurred by the **Kidnap, Hijack, Wrongful Detention, Hostage Crisis, Child Abduction or Workplace Assault** victim and a spouse or civil partner and/or children incurred within eighteen (18) months following the release of the victim;
- j) reasonable job retraining costs and/or costs of external job training courses for the victim of an **Insured Event** where such costs are necessitated as a result of the **Insured Event**;

Remuneration

- k) one hundred and fifty percent (150%) of the gross remuneration, including salary and bonuses, commissions, cost of living adjustment, foreign tax reimbursements, pension, and/or welfare contributions and allowances, which was contractually owed to or could reasonably be expected based on past performance by an **Insured Person** who is a victim of a **Kidnap, Hijack, Wrongful Detention, Hostage Crisis or Workplace Assault**, from the time such an **Insured Event** occurs up to (a) sixty (60) days following their release or (b) their return to work, whichever occurs first;
- l) one hundred percent (100%) of the gross remuneration, including salary and bonuses, commissions, cost of living adjustment, foreign tax reimbursements, pension, and/or welfare contributions and allowances, which was contractually owed to or could reasonably be expected based upon past performance, by a relative of an **Insured Person** who is a victim of a **Kidnap, Hijack, Wrongful Detention, Hostage Crisis, or Child Abduction** provided such relative leaves their employment in order to assist in the negotiations for the release of the victim or search for the victim, from the time such an **Insured Event** occurs up to (a) sixty (60) days following the victim's release or (b) the relative's return to work, whichever occurs first;
- m) one hundred percent (100%) of the gross remuneration, including salary, bonuses, and allowance, of a temporary work replacement for an **Insured Person** who is a victim of a **Kidnap, Hijack, Wrongful Detention, Hostage Crisis or Workplace Assault**, from the time such an **Insured Event** occurs up to (a) sixty (60) days following the victim's release or (b) return to work, whichever occurs first, but not exceeding the total compensation that otherwise would have been paid

- n) to such **Insured Person** during the same time period;
reasonable costs incurred by the **Insured** for the salaries of **Employees** specifically designated to assist in negotiating the release of the victim or locating the victim during any **Insured Event**, not to exceed the **Employees'** base rate of pay, plus all other reasonable expenses solely and directly incurred in connection with such negotiations, provided that the **Insured** forwards an itemised account of such **Employees'** time, services and expenses;
- o) **Personal Financial Loss;**

Security and Resolution

- p) reasonable costs, fees, and expenses of temporary physical security measures incurred, on the specific recommendation of the **Crisis Management Consultants**, solely and directly for the purpose of protecting an **Insured Person** and/or **Property** located in the country where an **Insured Event** has occurred, whether or not such **Insured Event** involves such **Insured Person** and/or **Property**;
- q) reasonable costs of communications and recording equipment incurred solely and directly to obtain the release or location of an **Insured Person** who is a victim of a **Kidnap, Extortion, Hijack, Wrongful Detention, Disappearance or Child Abduction**;
- r) in respect of **Hijack** only, reasonable and customary expenses paid by the **Insured** or an **Insured Person** for landing and takeoff fees, refueling charges and other necessary expenses incurred to transport at economy fares, or the reasonable cost of chartering an aircraft / vessel where necessary, all occupants of a hijacked conveyance to their final destination should the original conveyance be rendered inoperable,

- s) provided such costs and expenses are directly as a result of the **Hijack**;
reasonable reward or other monetary consideration paid by the **Insured** or an **Insured Person** to an informant for material information, which is not otherwise obtainable and which directly leads to recovery of the victim of an **Insured Event** or his or her remains;
- t) reasonable publicity costs incurred solely and directly to assist in the resolution of an **Insured Event**;

Other

- u) reasonable funeral and burial expenses, including repatriation of remains, of an **Insured Person** in the event of his or her death directly resulting from an **Insured Event**;
- v) interest on loans obtained specifically to meet **Insured Loss** which is otherwise reimbursed under the **Policy**; but only in respect of interest accruing for up to thirty (30) days after reimbursement by the **Insurer** of the **Insured Loss**;
- w) reasonable costs of child care;
- x) reasonable costs as a direct result of any search for explosives or other harmful materials on the **Insured's Premises**. The **Insurer** shall only be liable for such costs if the **Insured's Premises** have been closed as a result of an **Insured Event** for a period in excess of twenty-four (24) hours. The **Insurer** shall not be liable for any such costs after the **Insured's Premises** have been closed as a result of the **Insured Event** for a period in excess of thirty (30) days;
- y) reasonable costs of electronic sweeps for bugs or other electronic listening devices on the **Insured's Premises**;
- z) reasonable cost of personal effects taken from an **Insured Person** during a **Kidnap, Wrongful Detention, Hijack, Extortion, Express Kidnap or Hostage Crisis**;

- aa) any other reasonable fees and expenses incurred by the **Insured** or **Insured Person** with the prior written approval of the **Insurer**.

in paragraph 2.2.5(c) in any way,

then the **Insurer** may refuse to pay, or reduce the amount the **Insurer** pays for, that legal liability or action.

Legal Liability

2.2.5. Amounts for which the **Insured** has legal liability (including claimant's legal costs) and reasonable defence costs incurred with the prior written consent of the **Insurer**, in an action for damages brought by or on behalf of an **Insured Person** against the **Insured** solely and directly as a result of a **Kidnap, Extortion, Hijack, Wrongful Detention, Hostage Crisis, Child Abduction, or Workplace Assault**.

- a) The **Insured** shall make no admissions and enter no settlements and incur no costs or expenses without the prior written authorisation of the **Insurer**.
- b) The **Insured** shall cooperate with the **Insurer's** reasonable requests in connection with the action.
- c) The **Insurer** shall:
 - i. have the right and opportunity to defend any such action against the **Insured**;
 - ii. be entitled to carry out whatever investigation the **Insurer** may, in its discretion, consider appropriate; and
 - iii. be entitled to settle the action in such manner, to such extent and with such outcome as the **Insurer** may, in its discretion, consider expedient.
- d) If the **Insured**:
 - i. fails to comply with its obligations in paragraphs 2.2.5(a) or 2.2.5(b); or
 - ii. prevents or hinders the **Insurer's** exercise of, or prejudices the position of the **Insurer** in respect of, its rights

- e) Defence costs incurred by the **Insurer**, or by the **Insured** with the **Insurer's** prior written authorisation, are payable within the limit for legal liability in the Schedule.

Personal Accident

2.2.6. Injuries sustained by an **Insured Person** as a result of a **Personal Accident**.

2.3. Definitions

- 2.3.1. **Child Abduction** means the wrongful and illegal holding of a **Covered Child**, without prior consent from the **Legal Guardian**, taken from the **Insured's Premises** without a demand for a **Ransom**.
- 2.3.2. **Covered Child** means a child who has a **Legal Guardian**. A **Covered Child** must be eighteen (18) years of age or under at the time of the **Child Abduction**.
- 2.3.3. **Disappearance** means the complete and unexpected loss of contact with an **Insured Person** for a period in excess of thirty-six (36) hours.
The **Insurer's** obligation to indemnify the **Insured** and/or an **Insured Person** for **Insured Loss** directly caused by any **Disappearance** is limited to **Insured Loss** incurred within the number of days from the date of the **Disappearance** set out in the indemnity period specified in the Schedule.
- 2.3.4. **Employee** means any person under a temporary, permanent or part-time contract of employment or apprenticeship with the **Insured** and working for the **Insured** in the course of the **Insured's** business. For the avoidance of doubt, **Employee** does not include an independent contractor or consultant.
- 2.3.5. **Express Kidnap** means a face to face **Kidnap** or **Hijack** of an **Insured Person(s)** by persons who then demand a **Ransom**

specifically from the assets of the **Insured Person** who is the victim of the **Express Kidnap**.

2.3.6. **Extortion** means the making of illegal threats, either directly or indirectly, to the **Insured** and/or to an **Insured Person** to:

- a) kill, injure, harm, detain, **Kidnap** or abduct an **Insured Person**;
- b) pollute or cause physical damage or loss to **Property**; or
- c) disseminate, divulge or utilize non-electronically held **Proprietary Information** including any personal, private, or confidential data

by persons who then demand a **Ransom** as a condition of not carrying out such threats.

Extortion also includes **Products Extortion**.

2.3.7. **Hijack** means the attempted or actual illegal holding under duress of an **Insured Person** for a period in excess of three (3) hours while travelling in or on any aircraft, motor vehicle, railway train, or waterborne vessel or any other form of public or private transport.

2.3.8. **Hostage Crisis** means the illegal holding of an **Insured Person** for a period in excess of one (1) hour as security for meeting the specified demands or terms of the persons holding the **Insured Person**.

2.3.9. **Insured Event** means any incident referred to in Section 2 which is covered by this **Policy**, or a series of acts committed in furtherance of such incident.

2.3.10. **Insured Loss** means those amounts and expenses that the **Insured** incurs, or injuries and losses that an **Insured Person** sustains, which are directly caused by an **Insured Event** and which are specified in Section 2 of this **Policy**.

For each **Insured Event** the applicable categories of **Insured Loss** and monetary limits are listed in the Schedule.

2.3.11. **Insured Person** means:

- a) anyone specified as such in the Schedule;

- b) the spouse or civil partner (or persons living together as such) of an **Insured Person**;
- c) the relative, fiancé or fiancée, or a lineal descendant or a living ancestor, including but not limited to step-parents, step-children, step-siblings, foster children, adopted children, adoptive parents and their spouses or civil partners, of either an **Insured Person** or the spouse or civil partner (or persons living together as such) of an **Insured Person**;
- d) a person normally residing or employed in the household and/or on the grounds of an **Insured Person**;
- e) a guest in the home of an **Insured Person**;
- f) a guest or customer of the **Insured** while on any **Premises** occupied by the **Insured** in the conduct of its business, or a guest or customer on board any vehicle, aircraft, or waterborne vessel owned or leased by the **Insured** or an **Insured Person**; and
- g) a person who is temporarily employed for the sole purpose of negotiating and/or delivering a **Ransom**.

2.3.12. **Kidnap** means any event or connected series of actual, attempted or alleged events of seizing, detaining or carrying away by force or fraud, of one or more **Insured Person** for the purpose of demanding **Ransom** as a condition of release of the victim. **Kidnap** does not include **Child Abduction**.

2.3.13. **Legal Guardian** means a person who has legal or custodial responsibility for the care and management of a **Covered Child**.

2.3.14. **Personal Accident** means injury (fatal or otherwise) sustained by an **Insured Person**, solely and directly as a result of an **Insured Event**, provided that such injury, within thirty-six (36) calendar months from the date of the **Insured Event**, results in any one of the following:

- a) Loss of Sight – the entire and irrevocable loss of vision of one or

- both eyes, as certified by a qualified practitioner specialising in ophthalmology and approved by the **Insurer**. The limit of loss for Loss of Sight is one hundred percent (100%) of the per **Insured Person** Limit as shown in the Schedule for the **Insured Event**.
- b) Loss of Hearing – the entire and irrevocable loss of hearing of one or both ears, as certified by a qualified practitioner specialising in audiology and approved by the **Insurer**. The limit of loss for Loss of Hearing is one hundred percent (100%) of the per **Insured Person** Limit as shown in the Schedule for the **Insured Event**.
- c) Loss of Extremity – the permanent physical separation or the total and irrevocable loss of use of one or more fingers, toes, ears, nose, or genital organs or parts of these caused by mutilation. The limit of loss for Loss of Extremity is fifty percent (50%) of the per **Insured Person** Limit as shown in the Schedule for the **Insured Event**.
- d) Loss of Limb – the permanent loss by separation or the total and irrevocable loss of use of one or both hands at or above the wrist or a foot or both feet at or above the ankle. The limit of loss for Loss of Limb is one hundred percent (100%) of the per **Insured Person** Limit as shown in the Schedule for the **Insured Event**.
- e) Permanent Total Disablement – bodily injury which necessarily and continuously prevents an **Insured Person** from attending to every aspect of his or her normal business or occupation for a period of six (6) consecutive calendar months or, if the **Insured Person** has no business or occupation, confines him or her immediately and continuously to the home and prevents him or her from attending to normal duties of daily life; provided that at the end of such six (6) month period, two qualified medical practitioners, who have been approved by the **Insurer**, certify that the **Insured Person** is disabled and beyond hope of improvement. The limit of loss for Permanent Total Disablement is one hundred percent (100%) of the per **Insured Person** Limit as shown in the Schedule for the **Insured Event**.
- f) Death of an **Insured Person** - the limit of loss for Death is one hundred percent (100%) of the per **Insured Person** Limit as shown in the Schedule for the **Insured Event**.
- g) Disappearance Considered a Death – if an **Insured Person** disappears while this **Policy** is in effect and his or her body is not found within twelve (12) months after disappearance and sufficient evidence is produced to the **Insurer** that leads inevitably to the conclusion that the **Insured Person** sustained death solely and directly as a result of an **Insured Event**, the **Insurer** shall provide the relevant coverage under this **Policy**, so long as the person or persons to whom such a sum is payable shall sign an undertaking to refund such sum to the **Insurer** if the **Insured Person** is subsequently found to be living. The limit of loss for Disappearance Considered a Death is one hundred percent (100%) of the per **Insured Person** Limit as shown on the Schedule for the **Insured Event**.
- For the purpose of this definition only, **Insured Person** shall include any bodyguard or vehicle operator in attendance and employed by the **Insured** or an **Insured Person** at the time of the **Insured Event**, provided that the limit of loss for that bodyguard or vehicle operator shall be 25% of the limit of loss available to any other **Insured Person**.
- 2.3.15. **Personal Financial Loss** means loss suffered by an **Insured Person** solely as a result of the physical inability of a victim of an **Insured Event** to attend to personal financial matters while such an **Insured Event** is ongoing.
- 2.3.16. **Products Extortion** means the making of illegal threats to the **Insured** and/or **Insured Person** or the publication of information that

the **Insured's Products** will be or have been contaminated, polluted, or rendered substandard, where such threats are accompanied by a demand for **Ransom**, either:

- a) as a condition of not carrying out such threats; or
- b) before providing further information about the affected Products.

2.3.17. **Proprietary Information** means any confidential, private, or secret information unique to the **Insured**, the **Insured's** business, or an **Insured Person**.

2.3.18. **Ransom** means cash and/or marketable securities, goods, or services surrendered or to be surrendered by or on behalf of the **Insured** or an **Insured Person** to meet a **Kidnap, Extortion, Hijack, Express Kidnap** or **Hostage Crisis** demand.

2.3.19. **Threat Event** means a threat made specifically against the **Insured** and/or an **Insured Person** or the **Insured Person's Property** and not accompanied by a **Ransom** demand, to:

- a) inflict bodily injury, subject to **Wrongful Detention**, or abduct an **Insured Person**; or
- b) damage, destroy, or contaminate any **Property**; or
- c) reveal confidential or **Proprietary Information**; or
- d) imply that the **Insured**, an **Insured Person** or the **Insured's Property** may be at risk.

The **Insurer's** obligation to indemnify the **Insured** and/or an **Insured Person** for **Insured Loss** directly caused by any **Threat Event** is limited to **Insured Loss** incurred within the number of days from the date of the **Threat Event** set out in the indemnity period specified in the Schedule.

2.3.20. **Weapon** means an instrument or explosive device that is used by the perpetrator to injure, kill or incapacitate a person.

2.3.21. **Workplace Assault** means a physical attack upon three (3) or more **Insured Persons** either on the **Insured's Premises** or during an activity organised and paid for

by the **Insured** by a person who is armed with a **Weapon** which results in the **Personal Accident** of those three (3) or more **Insured Persons**.

2.3.22. **Wrongful Detention** means the holding under duress of an **Insured Person** for a period in excess of four (4) hours for whatever reason and whether by authorities legally constituted in the place of custody or by others. With respect to salary payments only, the **Insurer's** liability shall be for a period of seventy-two (72) months or until sixty (60) days after the date on which the **Wrongful Detention** ceases, whichever shall occur first.

Wrongful Detention does not include:

- a) the failure of the **Insured** or an **Insured Person** to properly procure or maintain immigration, work, residence, or similar visas, permits, or other documentation; or
- b) the detention of an **Insured Person** following any act or alleged act of the **Insured** or an **Insured Person** which would be a criminal offence if committed by the same party in the jurisdiction where the **Insured's** headquarters are located or in which the **Insured Person** is a national or permanent resident, unless the **Insurer** determines that such allegations were intentionally false, fraudulent, and malicious and made solely and directly to achieve a political, propaganda, or coercive effect upon or at the expense of the **Insured** or the victim of a **Wrongful Detention**; or
- c) **Child Abduction**.

2.4. Exclusions

The **Insurer** shall not be liable in respect of any losses for or caused by or arising from or attributable to any of the following circumstances:

2.4.1. In respect of **Kidnap, Hijack** and **Extortion**, the surrender of a **Ransom** in any face-to-face encounter; unless surrendered by a person who is in possession of such a

- Ransom** at the time of such surrender for the sole purpose of conveying it to pay a previously communicated **Ransom** demand (Off premises robbery).
- 2.4.2. The surrender of a **Ransom** either at the location where the **Kidnap** of one or more **Insured Person** occurs or where the **Extortion** demand is first made, unless brought to such location after receipt of the **Ransom** demand for the sole purpose of paying such **Ransom** demand (On premises robbery).
- 2.4.3. In respect of **Kidnap, Extortion, Hijack, Wrongful Detention, Express Kidnap** or **Child Abduction** only, a fraudulent or criminal act of
- a) the **Insured**;
 - b) a director, officer, **Employee**, or agent of the **Insured**; or
 - c) an **Insured Person** or agent thereof,
- whether acting alone or in collusion with others.
- 2.4.4. In respect of **Child Abduction** only, any **Child Abduction** which is a **Kidnap, Extortion, Hijack, Wrongful Detention, Express Kidnap** or **Hostage Crisis** and is covered under another section of this **Policy**.
- 2.4.5. In respect of **Disappearance** only:
- a) the voluntary **Disappearance** of an **Insured Person** of his or her own free will;
 - b) the **Disappearance** of an **Insured Person** during or within twenty-four (24) hours of a storm (wind, rain, snow, sleet, hail, lightning, dust, or sand), earthquake, flood, tsunami, volcanic eruption, wildfire, or other similar natural disaster that results in severe and widespread damage and that causes the area in which the **Insured Person** was last located to be declared unsafe or a disaster area by the local government and deemed to be uninhabitable or dangerous; or
 - c) the **Disappearance** of an **Insured Person** while engaged in transit by air or sea.
- 2.4.6. a peril caused directly or indirectly by malicious or non-malicious electronic data activity.
- ## 2.5. Conditions
- 2.5.1. **MEDICAL CARE AND EXAMINATIONS:** With regard to any **Insured Loss** as a result of a **Personal Accident**, the following additional conditions apply:
- a) Any **Insured Person** who suffers an incident which caused or may cause **Personal Accident** within the meaning of this **Policy** must place himself/herself under the care of a qualified medical practitioner approved by the **Insurer** as soon as reasonably practicable after the incident.
 - b) The **Insurer** will not be liable to pay compensation unless the medical advisors appointed by the **Insurer** shall be allowed as often as the **Insurer** reasonably considers necessary to examine the **Insured Person**.
- 2.5.2. **PERSONAL ACCIDENT:** With regard to any **Insured Loss** as a result of a **Personal Accident**, the following additional conditions apply:
- a) Where more than one injury, as listed in clauses 2.3.14(a) to clause 2.3.14(e) is sustained by the same **Insured Person**, the **Insurer** shall not pay in the aggregate above the highest single limit.
 - b) Where an **Insured Person** dies within 24 hours of sustaining an injury listed in clauses 2.3.14(a) to clause 2.3.14(e), the **Insurer** shall make payment only under clause 2.3.14(f), and shall not make any

payment in respect of such prior injury.

3. DEFINITIONS

3.1 **Crisis Management Consultants** means S-RM Intelligence and Risk Consulting Ltd (known as S-RM).

If the **Insured** wishes to use any independent crisis management consultant other than S-RM then prior authorization must be obtained from the **Insurer**.

3.2 **Insured / You / Your** means the entity or person specified as such in the Schedule.

3.3 **Insurer / We / Us / Our** means the **insurer** specified as such in the Schedule.

3.4 **Limit of Liability** means the most the **Insurer** will pay, as stated in the Schedule.

3.5 **Period of Insurance** means the time for which this **Policy** is in force as specified in the Schedule.

3.6 **Policy** means this document, the Schedule and any endorsements attaching to this document.

3.7 **Premises** means that portion of any real property which is occupied by the **Insured** in the conduct of the **Insured's** business.

3.8 **Products** means any products manufactured, produced, processed, handled or sold by the **Insured**.

3.9 **Property** means buildings (including fixtures, fittings, works of art and other contents), plant and equipment fixed or mobile (including vessels and aircraft), bloodstock and livestock owned or leased by the **Insured** or an **Insured Person**.

Property does not include any software, data or other information in electronic form.

4. GENERAL EXCLUSIONS

The **Insurer** shall not be liable in respect of any **Insured Loss** or **Covered Loss** caused by or arising from or attributable to:

- 4.1 a fraudulent or illegal or criminal act or omission by a director, manager or officer of the **Insured**, whether acting alone or in collusion with others, where the director, manager or officer could or should have reasonably foreseen that such act or omission would be deemed as such.
- 4.2 any fees or expenses incurred by the **Insured** for services provided by any consultant other than the **Crisis Management Consultants**, unless pre-approved by the **Insurer** at the inception of the **Policy**.
- 4.3 nuclear reaction, nuclear radiation or radioactive contamination, or any chemical, biological, bio-chemical, or electromagnetic weapon.
- 4.4 a peril caused directly or indirectly by malicious or non-malicious electronic data activity.
- 4.5
 - a) Coronavirus disease (COVID-19);
 - b) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
 - c) any mutation or variation of SARS-CoV-2;
 - d) any fear or threat of a), b) or c) above.

5. GENERAL CONDITIONS

5.1 **AGGREGATION:** If more than one **Insured Event** or **Covered Event** is or was carried out in furtherance of another **Insured Event** or **Covered Event** or as part of a common scheme, they shall be deemed to be connected and to constitute a single **Insured Event** or **Covered Event**. The limit of liability provided by this **Policy** for such a deemed single **Insured Event** or **Covered Event** shall not exceed the highest applicable limit of indemnity of any one of the **Insured Events** or **Covered Events** deemed to be connected and to constitute the single **Insured Event** or **Covered Event**.

There shall be no liability under this **Policy** in respect of a series of **Insured Events** or **Covered Events** that began before the **Period of Insurance**.

5.2 **ARBITRATION CLAUSE:**

- a. All disputes and differences arising under or in connection with this **Policy** shall be referred to arbitration in the Commonwealth of Australia.
- b. The Tribunal shall consist of three arbitrators, one to be appointed by the Claimant, one to be appointed by the Respondent and the third to be appointed by the two appointed arbitrators. The third member of the Tribunal shall be appointed as soon as practicable (and no later than 28 days) after the appointment of the two party-appointed arbitrators. The Tribunal shall be constituted upon the appointment of the third arbitrator.
- c. The arbitrators shall be persons (including those who have retired) with not less than ten years' experience of insurance or reinsurance within the industry or as lawyers or other professional advisers serving the industry.
- d. Where a party fails to appoint an arbitrator within 14 days of being called upon to do so or where the two party-appointed arbitrators fail to appoint a third within 28 days of their appointment, then upon application the parties can apply to a Court in the Commonwealth of Australia to appoint an arbitrator to fill the vacancy.

- e. The Tribunal may in its sole discretion make such orders and directions as it considers to be necessary for the final determination of the matters in dispute. The Tribunal shall have the widest discretion permitted under the law governing the arbitral procedure when making such orders or directions.
- f. The seat of arbitration shall be Sydney, Australia.

5.3 **ASSIGNMENT:** No assignment of the **Insured's** or **Insured Person's** interest under this **Policy** shall be binding on the **Insurer**, unless and until the **Insurer's** written consent to the assignment has been obtained and endorsed to the **Policy**.

5.4 **ASSISTANCE AND COOPERATION:** The **Insured** and any **Insured Person** or **Covered Person** will cooperate with the **Insurer** in all matters relating to this **Policy**. This may include, but is not limited to, attending hearings and trials, securing and giving evidence, obtaining the attendance of witnesses, assisting in effecting settlements, and in conducting litigation, or other proceedings.

5.5 **CANCELLATION:**

This **Policy** may be cancelled by the **Insured** upon delivery or posting of written notice to the **Insurer** stating when such cancellation shall be effective. If the **Insured** cancels, earned premium shall be calculated on a pro-rata basis unless a claim has been made under the **Policy**, in which case the **Insurer** shall be entitled to the entire premium.

This **Policy** may be cancelled by the **Insurer**, but solely as a result of non-payment of premium by the **Insured** within 90 days of inception or as otherwise specified. In such event, the **Insurer** shall deliver or post, to the **Insured**, at the last address known to the **Insurer**, a written notice of cancellation, stating when (not less than 30 days later) such cancellation shall be effective. The **Period of Insurance** will end on that date. If the **Insurer** cancels, earned premium shall be calculated on a pro rata basis.

In the event of cancellation by either the **Insured** or the **Insurer** if notice is sent by post, proof of postage will be sufficient proof of notice having been given, and the date of cancellation shall be the date stated in the posted notice.

5.6 **CHANGES:** The terms of this **Policy** can only be waived or changed by written endorsement agreed by the **Insurer** and forming part of this **Policy**. Failure by the **Insurer** to exercise or enforce any rights under the **Policy** will not be deemed to be a waiver of such rights.

5.7 **CHOICE OF LAW:** This **Policy** shall be governed and interpreted according to the laws of the Commonwealth of Australia unless otherwise stated in any slip or Schedule.

5.8 **CONFIDENTIALITY:** It is a condition of this **Policy** that existence of this insurance is kept confidential at all times; knowledge of this insurance must be restricted to a limited number of **Your** senior officers.

5.9 **CONSOLIDATION-MERGER:** The **Insured** shall give the **Insurer** written notice within forty-five (45) days of any of the following:

- 5.9.1 consolidation or merger with;
- 5.9.2 acquisition of the majority stock ownership of;
or
- 5.9.3 acquisition of the assets of;

any other entity whose revenues or assets are in excess of twenty percent (20%) of the **Insured's** revenues or assets as of the effective date of such consolidation, merger or acquisition.

The **Insurer** may elect to accept or reject such additional exposure. If the additional exposure is rejected, the **Insured** will remain covered only until it is notified in writing of the rejection.

If the **Insurer** accepts the additional exposure, the **Insured** shall pay the **Insurer** such additional premium as may be required, computed from the effective date of such consolidation, merger or acquisition, to the end of the current **Period of Insurance** unless otherwise specifically requested.

No claim arising out of the additional exposure will be covered unless the **Insured**, at the time

that notice was given to the **Insurer**, did not know nor could reasonably have been expected to know of the **Insured Event** or **Covered Event** giving rise to the claim.

5.10 **CURRENCY AND VALUATION:** The Limits of Liability of the **Policy** and the **Insurer's** obligation to indemnify are in the currency stated in the Schedule. Claims will be adjusted and paid in the stated currency, unless directed otherwise by the **Insured**. In the event of a loss adjustment involving currency conversion, the exchange rate will be calculated by using the rate of exchange published in The Financial Times on the date the **Insured**, as appropriate for each loss, either makes a payment or incurs a cost or liability. If The Financial Review is not published on that date, the rate of exchange will be as published on the next business day.

In the event of any payment by the **Insured** or **Insured Person** or **Covered Person** in marketable securities, goods, or services, the **Insurer** shall pay the lesser of:

- 5.10.1 the actual cash value of the securities, goods, or services at the time of their surrender; or
- 5.10.2 the actual cost to replace or repair such securities, goods, or services with consideration of similar quality and value.

5.11 **LIMITS:** The **Insurer's** liability under the **Policy** shall in all cases be limited to the limits of liability shown in the Schedule. Specifically, but without limiting the generality of the foregoing, the **Insurer's** liability shall not be increased because:

- 5.11.1 the **Insured** may comprise or include one or more legal entity;
- 5.11.2 an **Insured Event** or **Covered Event** may involve the **Insured** and/or one or more **Insured Person**;
- 5.11.3 of renewal of this **Policy**. The **Insurer's** liability shall not be cumulative from one period of insurance to another; or
- 5.11.4 of any other reason whatsoever.

5.12 **MITIGATION OF LOSS:** The **Insured** and/or **Insured Person** or **Covered Person** shall use due diligence and undertake or (at the **Insurer's** option) concur in the **Insurer's** undertaking of all things reasonably practicable to avoid or diminish any loss.

- 5.13 NOTICE OF CLAIM: When an **Insured Event** or **Covered Event** has occurred, or is believed to have occurred, the **Insured** shall:
- 5.13.1 notify the **Insurer** and the **Crisis Management Consultants** (or, where another independent crisis management consultant has already been agreed with the **Insurer's** prior written approval, such consultant), and provide whatever information is required, as soon as is reasonably practicable;
 - 5.13.2 inform or allow **Crisis Management Consultants** (or, where another independent crisis management consultant has already been agreed with the **Insurer's** prior written approval, such consultant), to inform the appropriate authorities responsible for law enforcement in the country where the **Insured Event** or **Covered Event** has occurred, or is believed to have occurred, of the **Insured Event** or **Covered Event**, including any **Ransom** demand, as soon as is reasonably practicable, but taking into consideration the personal safety of the victim;
 - 5.13.3 before agreeing to the payment of any **Ransom**, make reasonable efforts to:
 - a) determine that the **Insured Event** has actually occurred and is not a hoax; and
 - b) ensure that the **Insured**, by a senior officer or principal, agrees to the payment of the **Ransom**.
- 5.14 OFFSET: The **Insurer** shall be entitled to set-off amounts due to the **Insured** and/or any **Insured Person** or **Covered Person** under the **Policy** against any sums due from the **Insured** and/or any **Insured Person** or **Covered Person** to the **Insurer**.
- 5.15 OTHER INSURANCE: The insurance provided by this **Policy** will be excess over any other valid and collectible kidnap, ransom and/or extortion insurance.

If the **Insured** or **Insured Person** or **Covered Person** has other insurance against an **Insured Event** or **Covered Event** covered by this **Policy** that purports to be excess of this insurance, the **Insurer** will not be liable under the **Policy** for a greater proportion of such loss and claims expenses than the applicable Limit of Insurance stated in the Schedule bears to the total applicable limit of insurance of all valid and collectible insurance against such loss.

- 5.16 PRESENTATION / PAYMENT OF CLAIMS: It is understood and agreed that:

The **Insured** will, save at the discretion of the **Insurer**, present, agree, receive and enforce payment of any loss under the **Policy** (whether in respect of any loss sustained by the **Insured** or any **Insured Person**).

If more than one legal entity is named in this **Policy** as an **Insured**, only the first-named entity shall have the right to present, agree, receive or enforce payment of any loss;

- 5.17 SANCTIONS: The **Insurer** shall not be deemed to provide cover nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurer** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.
- 5.18 SUBROGATION: In the event of any payment under this **Policy**, the **Insurer** shall be subrogated to the extent of such payment to all rights of recovery of the **Insured** and/or any **Insured Person**. The **Insured** and any **Insured Person** or **Covered Person** shall execute all papers required and shall do everything necessary to enable the **Insurer** to bring an action in the name of the **Insured** or the **Insured Person**.
- 5.19 TERRITORY: This **Policy** applies to an **Insured Event** or **Covered Event** anywhere in the world, except as limited in the Schedule.

6. COMPLAINTS

We strive to provide a quality service to **You**. However, **We** understand that occasionally there may be some aspect of **Our** service or a decision made by **Us** that **You** would like to discuss with **Us**. If **You** have a complaint about **Our** Products or the service **You** have received from **Us**, please contact **Your** insurance broker to initiate the complaint with **Us**.

In most cases **We** will be able to resolve this matter once contact is made by **You**. If **We** cannot, **You** will be referred to a manager who will attempt to resolve the matter.

If **You** are not happy with **Our** response, **You** may have the matter reviewed by **Our** Internal Dispute Resolution (IDR) process which is free of charge. You can contact **Our** IDR department at apacompliance@axaxl.com or by mail to:

The Complaints Officer
AXA XL
Level 28, Angel Place
123 Pitt Street, Sydney NSW 2000

The IDR Department will contact **You** with a decision within fifteen (15) business days of receiving **Your** complaint.

If **You** are not satisfied with the outcome of the IDR process and would like to take the complaint further, **You** may refer the matter to the Australian Financial Complaints Authority (AFCA), an independent and external dispute resolution scheme at no cost to **You**, subject to the terms of reference.

AFCA can be contacted:
By post: GPO Box 3, Melbourne VIC 3001
By phone: 1800 931 678
By email: info@afca.org.au

More information can be found on their website www.afca.org.au

If **Your** complaint is not covered by the AFCA scheme, **We** will advise **You** of other options for resolution that may be available to **You**.

7. PRIVACY COLLECTION STATEMENT

We are committed to safeguarding and protecting your privacy. We are bound by the provisions of the Privacy Act 1988 (Cth) which sets out the standards to meet in the collection, use and disclosure of personal information. We will only collect personal information from you to allow us to quote on and insure your risks and matters incidental thereto, including investigating, processing and managing claims.

We may provide your personal information to others, such as our related bodies corporate, other insurers or our reinsurers, claims investigators, lawyers and other professionals, and government bodies. Some of these recipients may be outside of Australia, such as to Europe, the United Kingdom, India, Poland and the United States. Any disclosure outside Australia will be in compliance with the Privacy Act. We will not under any circumstances trade, rent or sell your information.

If you do not provide us with complete, accurate and up-to-date information, we cannot properly quote for your insurance and we cannot insure you. If you provide us with personal information about anyone else, we will rely on you to have told them that you will provide their information to us, to whom we may provide it, the purposes for which we will use it and that

they can access it. If the information is sensitive, we rely on you to have obtained their consent on these matters.

If you wish to access or correct your personal information, or wish to raise any concerns as to how we handle your personal information, please write to:

The Privacy Officer

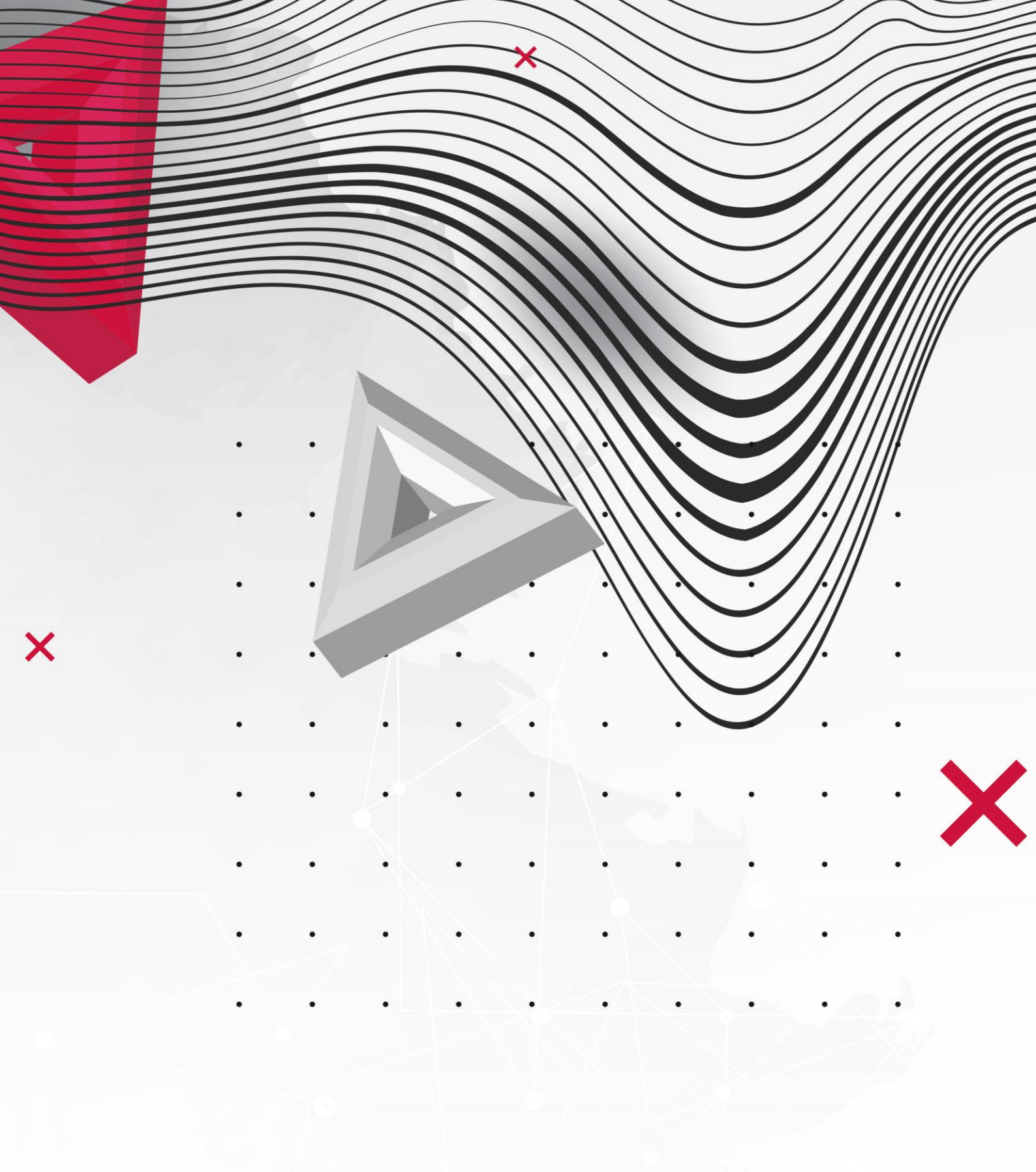
Brooklyn Underwriting
Level 28, Angel Place
123 Pitt Street
Sydney NSW 2000

E: privacyaustralia@axaxl.com

For further details on how we manage your information, please see our Privacy Policy on our website:

<http://www.brooklynunderwriting.com.au/>

Brooklyn Underwriting is part of AXA XL, a division of AXA. If you require further information about how we deal with your personal information under European Economic Area (EEA) data protection laws, please refer to the AXA XL European Privacy Notice at <https://axaxl.com/privacy-notice> or contact the Privacy Officer using the contact details above.



XL Insurance Company SE

Angel Place, Level 28, 123 Pitt Street,
Sydney NSW 2000, Australia

Telephone: +61 2 8270 1400

Fax: +61 2 8270 1799

website: www.axaxl.com

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UNDERWRITING