



CYBER LIABILITY AND PRIVACY PROTECTION CHANGES TO COVER

We believe Cyber Insurance should be easy to deliver and understand which is why we've released our 11.20 version in plain language with a simplified layout. Please note the clause numbers and titles have changed.

Cyber Liability and Privacy Protection Policy	0914V2	V11.20	Comments
This Changes to Cover Comparison looks at the key improvements to our Cyber Liability and Privacy Protection Product, including coverage and sub-limits.			
Important Notices			
	Not Included	This section contains important information relating to the policy , and includes information about Your Duty of Disclosure, Notification of Circumstances, our Privacy Policy, the General Insurance Code of Practice, and our Complaints Procedures.	We've moved all the important information to the front of the policy for the sake of full transparency and for the ease of reference.
Preamble			
	Section 1	Section 1	<p>Clarification: The Preamble sets out the connection between coverage, the insurance period, and the payment of premium.</p> <p>Confirms policy only covers:</p> <ul style="list-style-type: none"> a. covered events first discovered and reported to us during the insurance period; and b. claims first made or commenced against an insured and reported to us during the insurance period, resulting from covered events which first occurred after the retroactive date.
Insuring Clauses			
			The Insuring Clauses have been re-drafted to more accurately reflect the Cyber exposures faced by Insureds.

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Insuring Clauses			
Response Costs	Insuring Clause 1.3 (Remediation Costs)	<p>Insuring Clause 2.1 Response Costs</p> <p><u>Platinum</u> Full Policy Limit</p>	<p>Coverage Enhancement: Building on the previous coverage provided for Remediation Costs, the new definition of Response Costs provides extended cover for reasonable fees, costs and expenses to engage an approved provider to take reasonable and necessary steps to:</p> <ul style="list-style-type: none"> a. manage the response to a cyber event, data breach event or media liability event; b. investigate the cause, scope and extent of a cyber event, data breach event, or media liability event; c. contain and minimise the scope and extent of a cyber event, data breach event or media liability event; d. cease any unauthorised access to, attack on or interference with the insured's systems and to remove any malware from the insured's systems; e. prevent, minimise or mitigate the impact of a cyber event, data breach event or media liability event; and f. preserve evidence of criminal or malicious wrongdoing in relation to a cyber event, data breach event or media liability event. <p>See policy wording for full terms and conditions.</p>
Liability	Insuring Clause 1.1 (Loss) Insuring Clause 1.4 (Media Liability Event)	<p>Insuring Clause 2.2 Liability</p> <p><u>Platinum</u> Full Policy Limit</p>	<p>Clarification: Cover for loss arising from any claim resulting from a cyber event, data breach event, or media liability event.</p> <p>This coverage is now set out in a single insuring clause.</p>
Business Interruption - Loss and Mitigation Costs	Insuring Clause 1.2 (Business Interruption Loss)	<p>Insuring Clause 2.3 Business Interruption - Loss and Mitigation Costs</p> <p><u>Platinum</u> Full Policy Limit</p>	<p>Coverage Enhancement: Extended coverage for all business interruption loss that is a direct result of a system outage which is caused by a cyber event.</p> <p>Business interruption loss definition now includes:</p> <ul style="list-style-type: none"> a. income (net profit or loss before taxes) that the insured would have generated directly from its business operations during the system outage period if the system outage had not occurred; and b. reasonable costs incurred to maintain normal operation (including payroll) during the system outage period, mitigate the effects of and minimise the duration of a system outage, and preserve evidence and substantiate a covered business interruption loss.

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Key Defined Terms relating to Insuring Clauses Note: These Definitions are highlighted to make reading this Comparison easier, however please refer to the Definitions section in this Comparison and the policy wording for full terms and conditions.			
Business interruption loss	Clause 2.1 and 2.2	Clause 6.4	Extended definition of business interruption loss which includes further details regarding the calculation of business interruption loss , and specific provisions for business interruption loss relating to Optional Extension 4.2 Social Engineering and Cyber Fraud. See policy wording for terms and conditions.
Cyber event	Not included	Clause 6.10	Cyber event means: a. a person obtaining unauthorised access to the insured's systems ; b. a person electronically attacking, or interfering with the operation or security of, the insured's systems ; c. malware infecting the insured's systems ; d. the transmission of malware from the insured's systems to a third party's systems; e. botnetting ; f. phishing ; or g. phreaking ; and includes any suspected cyber event for which there exist credible grounds for a reasonable person to have cause for such suspicion.
Data breach event	Clause 2.7 (Data Liability Event)	Clause 6.15	Data breach event means: a. any person obtaining unauthorised access to any data ; b. the unintentional or unauthorised disclosure of any data by the insured or a service provider to any person who is not authorised by the insured to access or obtain it; c. the theft of any data from the insured or a service provider ; d. the loss of any data by the insured or a service provider ; e. the breach of any data protection law by the insured or any person for whom the insured is legally responsible; f. a payment card breach event ; or g. the breach of any obligation of confidentiality to which the insured is subject by the insured or any person for whom the insured is legally response, and includes a suspected data breach event for which there exists credible grounds for a reasonable person to have cause for such suspicion.

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Media liability event	Clause 2.17	Clause 6.35	<p>Media liability event means an actual or alleged act, error, misstatement, misleading statement or omission by an insured in connection with the collection, creation, release, printing, broadcast or distribution of material that results in:</p> <p>a. an infringement of copyright, title, slogan, trade-mark, trade name, or domain name;</p> <p>b. plagiarism, piracy or misappropriation or theft of ideas;</p> <p>c. any false light, public disclosure of private facts, defamation committed without malice by reason of words written, spoken or broadcasted, including emotional distress or mental anguish in connection with such conduct; or</p> <p>d. an intrusion, invasion of privacy, wrongful entry or eviction, trespassing or eavesdropping.</p>
Automatic Extensions			
Preamble	Not Included	Notices for Sub-limits and deductibles have been moved to the Preamble of Section 3: Automatic Extensions.	<p>Clarification: sub-limits are part of and not in addition to the indemnity limit.</p> <p>Clarification: deductibles are specified in the schedule and are inclusive of defence costs unless otherwise specified.</p>
Advancement of Defence Costs	Claims Condition 4.5 Defence Costs and Legal Representation Expenses	Automatic Extension 3.1 <u>Platinum</u> Full Policy Limit	Coverage Enhancement: Cover extended for covered defence costs as and when they are incurred prior to final resolution of the claim .
Business Interruption - Human or System Error	Not Included	Automatic Extension 3.2 <u>Platinum</u> Full Policy Limit	<p>Coverage Enhancement: Cover for business interruption loss incurred by the insured as a direct result of a system outage which is caused by a system or human error (negligent or accidental act or omission of an insured, or a failure or error in the software or hardware of the insured's systems.)</p> <p>See policy wording for full terms and conditions.</p>
Business Interruption - Reputational Damage	Not Included	Automatic Extension 3.3 <u>Platinum</u> Full Policy Limit	Coverage Enhancement: Cover for business interruption loss that is a direct result of the loss of current or future customers caused by damage to the insured's reputation, until 30 days after the end of the system outage .

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Automatic Extensions			
Botnetting and Phreaking Expenses	Botnetting - Not Included Phreaking - via Endorsement	Automatic Extension 3.4 <u>Platinum</u> Full Policy Limit	Coverage Enhancement: Cover for the increased costs of utilities (including electricity, telephone call or usage charges, and bandwidth) resulting from botnetting or phreaking .
Continuous Cover	General Condition 4.2 Continuous Cover	Automatic Extension 3.5 <u>Platinum</u> Full Policy Limit	Clarification: this coverage is now found in Automatic Extensions.
Court Attendance Costs	Not Included	Automatic Extension 3.6 <u>Platinum</u> \$500 per day	Coverage Enhancement: \$500 per day extension of cover for reasonable attendance costs of any officer or employee of the insured who is legally compelled to, and does, attend court or any other proceeding as a witness or defendant in a claim or regulatory investigation .
Cyber Extortion	Covered under Insuring Clause 1.3 Remediation Costs (Cyber extortion costs)	Automatic Extension 3.7 <u>Platinum</u> Full Policy Limit	Clarification: cover for reasonable fees, costs and expenses necessarily incurred to engage an approved provider to provide advice and assistance on whether and how to respond to a cyber extortion demand , and indemnity for monies paid (where legally permitted) with our prior written consent in satisfaction of a cyber extortion demand . See policy wording for full terms and conditions.
Discovery Period	Via endorsement	Automatic Extension 3.8 <u>Platinum</u> Full Policy Limit	Coverage Enhancement: Automatic Discovery Period of: 60 days at nil EP 12 months at 100% EP 36 months at our discretion if a transaction takes place. See policy wording for full terms and conditions.
Emergency Costs	Not Included	Automatic Extension 3.9 <u>Platinum</u> Full Policy Limit	Coverage Enhancement: Cover for defence costs incurred where our consent cannot reasonable be obtained prior, provided the insured obtains our consent within thirty (30) days of the date that those defence costs were incurred.

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Automatic Extensions			
Enforceable Undertaking Expenses	Not Included	Automatic Extension 3.10 <u>Platinum</u> Full Policy Limit	<p>Coverage Enhancement: Cover for enforceable undertaking expenses accepted by a governmental, regulatory or law enforcement body as a direct result of a regulatory investigation.</p> <p>Enforceable undertaking expenses means:</p> <ul style="list-style-type: none"> a. the reasonable and necessary costs of implementing systems, processes and procedures for improved compliance and risk management (including staff training); b. legal fees, costs and expenses; and/or c. a charitable donation of a monetary sum made to a not-for-profit organisation. <p>See policy wording for full terms and conditions.</p>
Identity Protection Costs	Insuring Clause 1.3 Remediation Costs (Credit monitoring costs)	Automatic Extension 3.11 <u>Platinum</u> Full Policy Limit	<p>Clarification: Cover for reasonable fees, costs and expenses to engage an approved provider to provide services to protect against identity theft or credit fraud, including monitoring services and identity theft insurance, to affected individuals for a period of twelve (12) months, or such longer period as required by applicable law.</p> <p>See policy wording for full terms and conditions.</p>
Legal Representation Costs	Covered under Insuring Clause 1.1 Loss Costs to obtain legal advice or representation to protect the insured's interests, including costs associated with the investigation, adjustment and defence of regulatory proceedings.	Automatic Extension 3.12 <u>Platinum</u> Full Policy Limit	<p>Clarification: Cover for all reasonable fees, costs and expenses incurred by the insured to engage an approved provider to provide legal advice and representation, as reasonably necessary to protect the insured's interests (including to prepare for, respond to, and produce documents to a regulatory investigation) in relation to a cyber event, data breach event or media liability event.</p>
Newly Created or Acquired Subsidiary	Not Included	Automatic Extension 3.13 <u>Platinum</u> Full Policy Limit	<p>Coverage Enhancement: Cover for new subsidiaries for 60 days from the date of creation or acquisition.</p> <p>Asset threshold: 25% Turnover threshold: 25% USA/Canada Turnover threshold: 10%</p> <p>See policy wording for full terms and conditions.</p>

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Automatic Extensions			
Notification Costs	<p>Covered under Insuring Clause 1.3 Remediation Costs (Notification costs)</p> <p>Cover for reasonable fees, costs and expenses in respect of notifying any natural person or legal entity whose data or information has been or may have been lost.</p>	<p>Automatic Extension 3.14</p> <p><u>Platinum</u> Full Policy Limit</p>	<p>Coverage Enhancement: Extended coverage for reasonable fees, costs and expenses necessarily incurred by the insured to engage an approved provider to:</p> <ol style="list-style-type: none"> notify any government authority, affected individual or other person or entity; facilitate inbound communications for affected individuals (including arranging for a call centre to receive telephone calls) place any public notice about, or make any public announcement or disclosure about, or public apology for, a cyber event, data breach event or media liability event.
Payment Card Breach Event	Not Included	<p>Automatic Extension 3.15</p> <p><u>Platinum</u> Full Policy Limit</p>	<p>Coverage Enhancement: Cover for fines, penalties and other amounts which the insured is legally obliged to pay to the insured's bank as a direct result of a payment card breach event.</p> <p>See policy wording for full terms and conditions.</p>
Post-event Consulting Costs	Not Included	<p>Automatic Extension 3.16</p> <p><u>Platinum</u> Full Policy Limit</p>	<p>Coverage Enhancement: Cover for reasonable fees, costs and expenses incurred by the insured to engage an approved provider to:</p> <ol style="list-style-type: none"> conduct an information security risk assessment; conduct an information security gap analysis; prepare information security policies and procedures; and/or conduct information security training for the insured's employees; <p>as reasonably necessary to mitigate future risk.</p>
Public Relations Costs	<p>Covered under Insuring Clause 1.3 Remediation Costs (Public relations expenses)</p> <p>Reasonable fees, costs and expenses for obtaining advice and support to protect, or mitigate any damage to, the insured's reputation.</p>	<p>Automatic Extension 3.17</p> <p><u>Platinum</u> Full Policy Limit</p>	<p>Clarification: Cover for reasonable fees, costs and expenses incurred by the insured to engage an approved provider to provide advice and support as reasonably necessary to protect, or mitigate any damage to, the insured's reputation from a cyber event, data breach event or media liability event.</p>

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Automatic Extensions			
Restoration Costs	<p>Covered under Insuring Clause 1.3 Remediation Costs (Data restoration costs)</p> <p>Reasonable fees, costs and expenses for:</p> <ul style="list-style-type: none"> - the restoration and/or replacement of data and/or programs that have been lost or damaged - prevention, minimisation or mitigation of further damage - preserving critical evidence of criminal or malicious wrongdoings <p>Includes costs of purchasing replacement licenses for programs where necessary.</p>	<p>Automatic Extension 3.18</p> <p><u>Platinum</u> Full Policy Limit</p>	<p>Clarification: Cover for reasonable fees, costs and expenses necessarily incurred by the insured to engage an approved provider to restore, repair and/or replace data and software that have been lost, corrupted or damaged (includes costs of purchasing replacement licenses for software where necessary).</p> <p>Mitigation of future damage, and preserving critical evidence of criminal/malicious wrongdoings is now covered under Insuring Clause 2.1 Response Costs.</p>
Hardware Repair or Replacement	Cyber Product Enhancement Endorsement	<p>Automatic Extension 3.19</p> <p><u>Platinum</u> Sub-limited to \$250,000</p>	<p>Clarification: this coverage is now embedded in Automatic Extensions.</p>
Optional Extensions			
Contingent Business Interruption	Platinum Only - available by endorsement	<p>Optional Extension 4.1</p> <p><u>Platinum</u> Sub-limited to \$250,000</p>	<p>Coverage Enhancement: This Optional Extension provides cover for contingent business interruption loss that is a result of an interruption to an insured's business operations directly arising from a system outage of an external system which is caused by a contingent business interruption event.</p> <p>See policy wording for full terms and conditions.</p>
Social Engineering and Cyber Fraud	<p>Available by endorsement</p> <p>Cover for direct financial loss, and loss and defence costs arising from a claim.</p>	<p>Optional Extension 4.2</p> <p>Now includes business interruption loss and push-payment fraud expenses.</p> <p><u>Platinum</u> Sub-limited to \$250,000 or \$100,000 depending on underwriting criteria.</p>	<p>Coverage Enhancement: This Optional Extension provides cover for direct financial loss, loss and defence costs arising from a claim, business interruption loss and push-payment fraud expenses that are the result of a cyber fraud event.</p>

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Contingent business interruption event	Not included	Clause 6.6	Contingent business interruption event means: a. a person electronically attacking, or interfering with the operation or security of any external systems ; or b. malware infecting any external systems ; which causes a system outage .
Contingent business interruption loss	Not included	Clause 6.7	Contingent business interruption loss means business interruption loss incurred after the waiting period until: a. the end of the system outage ; or b. the date on which the insured engages a substitute external supplier to provide the same products or services, plus the reasonable additional time for the insured's business operations to normalise; however not exceeding the system outage period listed in the schedule .
Cyber fraud event	Defined via endorsement	Clause 6.12	Cyber fraud event means: a. the theft or unauthorised transfer of money or financial assets from the insured's bank account or corporate credit cards, or money or financial assets in the insured's care, custody or control, by electronic means; b. the unauthorised charging of any amount to the insured's corporate credit cards by electronic means; c. the theft or unauthorised transfer of cryptocurrency or digital assets from the insured's systems ; d. the amendment of electronic documentation stored on the insured's systems to manipulate the insured to pay or transfer money or financial assets to an unintended third party; e. social engineering .

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Key Defined Terms relating to Optional Extensions Note: These Definitions are highlighted to make reading this Comparison easier, however please refer to the Definitions section in this Comparison and the policy wording for full terms and conditions.			
Push-payment fraud expenses	Not included	Clause 6.43	<p>Push-payment fraud expenses means an insured's cost of reimbursing a client or customer of the insured or another person who is contractually required to debit, pay, deliver or transfer money or securities to the insured (a "client") for their financial loss resulting directly from the impersonation of an insured, by a third party that has first gained unauthorised access to the insured's systems, to manipulate the client to issue an instruction to a financial institution to debit, pay, deliver or transfer money or securities from an account maintained by the client to another account not maintained by the insured.</p>
Social engineering	Defined via endorsement	Clause 6.49	<p>Social engineering means the impersonation of:</p> <ul style="list-style-type: none"> a. an insured person; b. client or customer of the insured; or c. a person or entity with which the insured has a written contract for the sale or purchase of goods or services, <p>by a third party which causes an insured person to issue an instruction to a financial institution to debit, pay, deliver or transfer money, financial assets, cryptocurrency, digital or tangible assets from an account maintained by the insured to that third person or other person or entity.</p> <p>Social engineering includes a third party acting in collusion with an insured person provided that the insured person issuing the instruction was not a party to the collusion.</p>
Exclusions Note: both New and Amended Exclusions are described in this comparison. For further information about New Exclusions, please refer to the Policy Wording.			
Anti-competitive Conduct	New exclusion	Exclusion 5.1	Clarification: New Exclusion on account of the increased scope of cover provided by this policy .
Anti-spam Laws	New exclusion	Exclusion 5.2	Clarification: New Exclusion on account of the increased scope of cover provided by this policy .
Associates	New exclusion	Exclusion 5.3	Clarification: New Exclusion on account of the increased scope of cover provided by this policy .

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Exclusions			
Note: both New and Amended Exclusions are described in this comparison. For further information about New Exclusions, please refer to the Policy Wording.			
Assumed Liability	New exclusion	Exclusion 5.4	Clarification: New Exclusion on account of the increased scope of cover provided by this policy.
Betterment	Exclusion 3.8	Exclusion 5.5	Coverage Enhancement: This Exclusion does not apply to the extent that Automatic Extension 3.19 (Hardware Repair or Replacement Costs) applies.
Bodily Injury	Exclusion 3.1	Exclusion 5.6	Clarification: Bodily Injury Exclusion and Property Damage Exclusion have been split into separate exclusions.
Deliberate Acts	New exclusion	Exclusion 5.7	Clarification: New Exclusion on account of the increased scope of cover provided by this policy.
Discrimination and Harassment	Exclusion 3.9c	Exclusion 5.8	Clarification: Discrimination and Harassment, Directors and Officers, and Employment Exclusions have been split into separate exclusions.
Directors and Officers	Exclusion 3.9a	Exclusion 5.9	Clarification: Discrimination and Harassment, Directors and Officers, and Employment Exclusions have been split into separate exclusions.
Employment	Exclusion 3.9b	Exclusion 5.10	Clarification: Discrimination and Harassment, Directors and Officers, and Employment Exclusions have been split into separate exclusions.
Failure of Infrastructure and Utilities	Exclusion 3.4	Exclusion 5.11	Clarification: Amendment of the definition of service provider for the purposes of this Exclusion.
Failure to Renew Contracts with Service Providers	New exclusion	Exclusion 5.12	Clarification: New Exclusion on account of the increased scope of cover provided by this policy.
Fraud and Dishonesty	Exclusion 3.3	Exclusion 5.13	Clarification: This Exclusion has been re-drafted for clarity.
Insolvency	Exclusion 3.6	Exclusion 5.14	Clarification: This Exclusion applies to a service provider .
Intellectual Property	New exclusion	Exclusion 5.15	Clarification: New Exclusion on account of the increased scope of cover provided by this policy.
Internal Costs	New exclusion	Exclusion 5.16	Clarification: New Exclusion on account of the increased scope of cover provided by this policy.
Natural Disasters	New exclusion	Exclusion 5.17	Clarification: New Exclusion on account of the increased scope of cover provided by this policy.

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Exclusions			
Note: both New and Amended Exclusions are described in this comparison. For further information about New Exclusions, please refer to the Policy Wording.			
Pollution and Radioactive Contamination	Exclusion 3.10	Exclusion 5.18	Clarification: This Exclusion has been re-drafted for clarity.
Prior Known Facts	Exclusion 3.2	Exclusion 5.19	Clarification: Updated provisions relating to notification of facts disputed by the insured .
Property Damage	Exclusion 3.1	Exclusion 5.20	Clarification: Bodily Injury Exclusion and Property Damage Exclusion have been split into separate exclusions.
Sanctions Limitation	Exclusion 3.7	Exclusion 5.21	
Securities	New exclusion	Exclusion 5.22	Clarification: New Exclusion on account of the increased scope of cover provided by this policy .
Trading Losses	New exclusion	Exclusion 5.23	Clarification: New Exclusion on account of the increased scope of cover provided by this policy .
Tax	New exclusion	Exclusion 5.24	Clarification: New Exclusion on account of the increased scope of cover provided by this policy .
War and Terrorism	Exclusion 3.5	Exclusion 5.25	Clarification: Updated Exclusion on account of market developments relating to terrorism, and to include write-back for cyber terrorism .
Wear and Tear	New exclusion	Exclusion 5.26	Clarification: New Exclusion on account of the increased scope of cover provided by this policy .
Definitions			
Note: both New and Amended Definitions are described in this comparison. For further information about New Definitions, please refer to the Policy Wording.			
Affected individual	Not Included	Clause 6.1	Clarification: New Definition to capture affected individuals .
Approved provider	Not Included	Clause 6.2	Clarification: New Definition to set out approved providers to ensure that DUAL and the incident response manager are able to effectively manage third party providers involvement in claims.
Botnetting	Not Included	Clause 6.3	Coverage Enhancement: New Definition for botnetting to facilitate the new Botnetting and Phreaking Expenses coverage.
Business interruption loss	Clause 2.2	Clause 6.4	Clarification: This definition has been re-drafted for clarity. The Policy now includes a definition of system outage which forms part of the BI coverage and is now referenced in this definition. This definition now includes further clarification regarding the calculation of business interruption loss .

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Definitions			
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Claim	Clause 2.3	Clause 6.5	Clarification: This definition has been re-drafted for clarity. The definition now includes direct reference to a regulatory investigation , a new definition.
Contingent business interruption event	Endorsement	Clause 6.6	Clarification: The intention here is that the Contingent Business Interruption cover provided by the 038 Cyber Contingent Business Interruption Endorsement (Platinum) is now provided as an embedded Optional Extension. The drafting is slightly different, to account for the structural and stylistic differences between the 0914 and 1120 policy wordings.
Contingent business interruption loss	Endorsement	Clause 6.7	As above.
Covered amount	Not Included	Clause 6.8	Clarification: New Definition to capture collective costs covered by this policy .
Covered event	Not Included	Clause 6.9	Clarification: New Definition to capture collective events covered by this policy .
Cyber event	Not Included	Clause 6.10	Clarification: New Definition to capture all cyber events subject to this policy .
Cyber extortion demand	Not Included	Clause 6.11	Coverage Enhancement: New Definition to distinguish Cyber Extortion Costs from cyber extortion demands .
Cyber fraud event	Not Included	Clause 6.12	Clarification: New Definition to capture all cyber fraud events subject to this policy .
Cyber terrorism	Not Included	Clause 6.13	Clarification: New Definition to capture cyber terrorism for the purposes of a write-back to the War and Terrorism Exclusion.
Data	Clause 2.6	Clause 6.14	Clarification: This definition has been re-drafted for clarity. The policy now includes a definition of service provider which is now referenced in this definition.
Data breach event	Clause 2.7 (Data liability event)	Clause 6.15	Coverage Enhancement: This definition has been re-drafted for clarity, and has been extended to include more triggers than the previous definition of Data Liability Event . The intention is that this definition now captures a wider breadth of data breaches.
Data protection law	Not Included	Clause 6.16	Clarification: New Definition to capture all data protection laws subject to this policy .
Deductible	Clause 2.24 (Retention)	Clause 6.17	Clarification: This definition has been re-drafted to account for changes to terminology only - the policy now applies a deductible in place of a retention .

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Definitions			
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Defence costs	Clause 2.9	Clause 6.18	Clarification: This definition has been re-drafted for clarity. This policy now includes a definition of approved provider which is now referenced in this definition.
Direct financial loss	Endorsement	Clause 6.19	Clarification: New Definition of direct financial loss previously set out in the Social Engineering, Phishing and Cyber Fraud Endorsement.
Discovered	Not Included	Clause 6.20	Clarification: New Definition to set out the basis of discovery for specific coverages.
Discovery period	Not Included	Clause 6.21	Coverage Enhancement: New Definition to facilitate the new Discovery Period Automatic Extension.
Enforceable undertaking expenses	Not Included	Clause 6.22	Coverage Enhancement: New Definition to set out the extent of enforceable undertaking expenses subject to this policy .
External supplier	Not Included	Clause 6.23	Clarification: New Definition to capture all external suppliers subject to this policy .
External systems	Not Included	Clause 6.24	Clarification: New Definition to capture all external systems subject to this policy .
Family member	Not Included	Clause 6.25	Clarification: New Definition to capture all family members for the purpose of the Associates Exclusion.
Incident response manager	Not Included	Clause 6.26	Clarification: New Definition to set out the incident response manager .
Indemnity limit	Not Included	Clause 6.27	Clarification: New Definition to tie the indemnity limit to the schedule (previously set out in General Conditions).
Insurance period	Not Included	Clause 6.28	Clarification: Previously Period of Insurance .
Insured	Clause 2.11 (Insured)	Clause 6.29	Clarification: This definition has been re-drafted for clarity. The previous definition of insured has been split into 6.29 (Insured) and 6.30 (Insured person).
Insured person	Clause 2.11 (Insured)	Clause 6.30	Clarification: This definition has been re-drafted for clarity. The previous definition of insured has been split into 6.29 (Insured) and 6.30 (Insured person).
Insured's systems	Not Included	Clause 6.31	Clarification: New Definition to capture all insured's systems subject to this policy .
Loss	Clause 2.14	Clause 6.32	Clarification: This definition has been re-drafted for clarity. The provisions relating to defence costs , Legal Representation Costs, business interruption loss and response costs are addressed elsewhere in the policy in their own right.

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Malware	Clause 2.15	Clause 6.33	Coverage Enhancement: This definition has been extended to include software and: d. surreptitiously monitor the operation or use of any computer system or network; and e. surreptitiously use any computer system or network for any purpose.
Material	Clause 2.16	Clause 6.34	This definition appears as written in the previous policy .
Media liability event	Clause 2.17	Clause 6.35	Clarification: This definition has been re-drafted for clarity and is no longer tied to the definition of loss .
Officer	Not Included	Clause 6.36	Clarification: New Definition to distinguish officers of the insured .
Payment card breach event	Not Included	Clause 6.37	Coverage Enhancement: New Definition to facilitate the Payment Card Breach Expenses Automatic Extension.
Policy	Not Included	Clause 6.38	Clarification: New Definition
Phishing	Endorsement	Clause 6.40	Clarification: New Definition of phishing previously set out in the Social Engineering, Phishing and Cyber Fraud Endorsement.
Phreaking	Endorsement	Clause 6.41	Clarification: New Definition of phreaking previously set out in the Social Engineering, Phishing and Cyber Fraud Endorsement.
Proposal	Not Included	Clause 6.42	Clarification: New Definition to bring the Proposal Form into the definition of policy .
Push-payment fraud expenses	Not Included	Clause 6.43	Coverage Enhancement: New Definition to capture all push-payment fraud expenses subject to this policy .
Regulatory investigation	Clause 2.3 (Claim)	Clause 6.44	Clarification: This is a new definition which was previously set out in the definition of claim , to cater for specific extensions of cover relating to regulatory investigations .
Response costs	Clause 2.23 (Remediation Costs)	Clause 6.45	Coverage Enhancement: this definition now clearly sets the parameters of an approved provider in managing, investigating, containing, minimising, preventing, and mitigating the impacts of cyber events, data breach events and media liability events , ceasing unauthorised access or interference with the insured systems , removing malware from the insured's systems , and preserving evidence of criminal wrongdoing.

CYBER LIABILITY AND PRIVACY PROTECTION CHANGES TO COVER

Cyber Liability and Privacy Protection Policy	0914V2	V11.20	Comments
Definitions			
Note: both New and Amended Definitions are described in this comparison. For further information about New Definitions, please refer to the Policy Wording.			
Retroactive date	Clause 2.25	Clause 6.46	Clarification: this definition no longer refers to "conduct of the insured's business."
Schedule	Not Included	Clause 6.47	Clarification: New Definition to bring the Policy Schedule into the definition of policy .
Service provider	Not Included	Clause 6.48	Clarification: New Definition to capture all service providers subject to this policy .
Social engineering	Endorsement	Clause 6.49	Clarification: New Definition of social engineering previously set out in the Social Engineering, Phishing and Cyber Fraud Endorsement.
System or human error	Not Included	Clause 6.51	Coverage Enhancement: New Definition to cater for Business Interruption - Human or System Error Automatic Extension.
System outage	Clause 2.1 (Business Interruption Event)	Clause 6.52	Clarification: this is a new definition which was previously set out in the definition of business interruption loss .
System outage period	Clause 2.1/2.2	Clause 6.53	Clarification: this is a new definition which was previously set out in the definition of business interruption loss .
Transaction	Not Included	Clause 6.54	Clarification: New Definition to facilitate the Alteration to Risk General Condition.
Unauthorised	Clause 2.26 (Unauthorised Access)	Clause 6.55	Clarification: this definition has extended the scope of the previous definition (unauthorised access) to apply to "acts" more broadly.
Waiting period	Clause 2.27	Clause 6.56	Clarification: This definition has been re-drafted for clarity. This policy now includes a definition of system outage which is now referenced in this definition.
We/us/our	Clause 2.12 (Insurer)	Clause 6.57	Clarification: New Definition of we/us/our which was previously set out in the definition of insurer .
Claims Conditions			
Notification	Claims Condition 4.1	Claims Condition 7.1	Clarification: This Condition sets out clearly the duties of both DUAL and the Insured when notifying claims or covered events .
Notification of Direct Financial Loss	Endorsement	Claims Condition 7.2	Clarification: This Condition sets out clearly the duties of both DUAL and the Insured when lodging a claim for direct financial loss under the policy .
Incident Response Manager Fees in Addition	Not Included	Claims Condition 7.3	Clarification: New Condition confirming that incident response manager fees are in addition to the indemnity limit .

CYBER LIABILITY AND PRIVACY PROTECTION CHANGES TO COVER

Cyber Liability and Privacy Protection Policy	0914V2	V11.20	Comments
Claims Conditions			
Approved Providers	Not Included	Claims Condition 7.4	Clarification: New Condition setting out the conditions relating to approved providers .
Co-operation	Claims Condition 4.3	Claims Condition 7.5	Clarification: This Condition has been updated and clarified for readability, and refers to new Definitions (incident response manager, covered amounts).
Allocation	Claims Condition 4.4	Claims Condition 7.6	Clarification: This Condition has been updated and clarified for readability.
Insured's Right to Contest and our Discharge of Liabilities	Not Included	Claims Condition 7.7	Clarification: New Condition to facilitate the contesting of claims by the insured .
Legal Representation and Settlement	Not Included	Claims Condition 7.8	Clarification: New Condition to relating to rights of the insured and us with respect to Legal Representation and Settlement.
Order of Payments	Not Included	Claims Condition 7.9	Clarification: New Condition relating to aggregate covered amounts in excess of the remaining indemnity limit .
System Maintenance and Backups	Not Included	Claims Condition 7.10	Clarification: New Condition setting out an insured's responsibilities in relation to system maintenance and backups.
General Conditions			
Subrogation and Recoveries	Claims Condition 4.6	General Condition 8.1	Clarification: This has been moved from Claims Conditions to General Conditions.
Goods and Services Tax	General Condition 5.2	General Condition 8.2	Clarification: This General Condition has been re-worded for simplicity and clarity.
Alteration to Risk	General Condition 5.3	General Condition 8.3	Clarification: Updated General Condition to facilitate Alteration to Risk provisions, including in the event of a transaction .
Assignment	General Condition 5.5	General Condition 8.4	Clarification: Consent for assignment to be noted by endorsement.
Several Liability of Underwriters	General Condition 5.12	General Condition 8.6	
Confidentiality	General Condition 5.11	General Condition 8.7	Clarification: This General Condition has been included to clearly set out the rights of DUAL and the insured when it comes to confidentiality obligations.
Territorial Scope	Not Included	General Condition 8.8	Clarification: New General Condition to facilitate the Territorial Scope provisions of the policy , including where amended in the schedule .
Jurisdictional Limitation	Not Included	General Condition 8.9	Clarification: New General Condition to facilitate the Jurisdictional Limitation provisions of the policy , including where amended in the schedule .

CYBER LIABILITY AND PRIVACY PROTECTION CHANGES TO COVER

Cyber Liability and Privacy Protection Policy	0914V2	V11.20	Comments
General Conditions			
Governing Law	General Condition 5.7 (Choice of Law)	General Condition 8.10	Clarification: Renamed and amended to include references to policy definition.
Indemnity Limit	General Condition 5.8 (Limit of Liability)	General Condition 8.11	Clarification: Additional conditions relating to the indemnity limit to account for extended coverage provided by this policy for covered amounts . Includes provisions relating to aggregate limits.
Deductible	General Condition 5.9 (Satisfying the Retention)	General Condition 8.12	Clarification: Renamed to account for change in terminology, and to provide additional conditions relating to the deductible .
Related Claims	Claims Condition 4.7	General Condition 8.13	Clarification: Redrafted to account for new definitions (covered events).
Severability, Non-Imputation and Non-Avoidance	Not Included	General Condition 8.14	Coverage Enhancement: Non-imputation of state of mind or knowledge across insured persons (save as to the Chairman of the Board, CEO, COO or CFO). Non-avoidance provision now included. Limitation of our rights under s28(3) of the <i>Insurance Contracts Act 1984</i> (Cth)
Preservation of Right to Indemnity	Not Included	General Condition 8.15	Clarification: Preservation of Right to Indemnity for insured persons .
Other Insurance	General Condition 5.10	General Condition 8.16	Clarification: This General Condition has been amended to align with the relevant legislation (Insurance Contracts Act) and also to more accurately represent the current process for Other Insurance in Australia.
Currency	General Condition 5.13	General Condition 8.17	Clarification: This General Condition has been included to clearly set out the operation of the policy when it comes to currency.
Basis of Valuation	Not Included	General Condition 8.18	Clarification: New Condition to facilitate the provisions of the policy relating to direct financial loss .
Service of Legal Notices	General Condition 5.15	General Condition 8.19	Clarification: Updated Lloyd's Address and Service of Legal Notices procedure.
Interpretation	General Condition 5.1	General Condition 8.20	Clarification: This General Condition has been re-worded for simplicity and clarity.