



Dietary supplements

Policy document

Republic of Ireland

PREAMBLE

IMPORTANT: COVERAGE TRIGGERS. It is important for **you** to review this Policy in its entirety carefully, including **CONDITION 1**, as the trigger for coverage, including when **you** must notify **us** of a claim, under each Section and Insuring Clause may differ.

Where **cyber events** or **technology errors** are not specifically excluded from a Section or Insuring Clause of this Policy, then a claim arising out of a **cyber event** or **technology error** which is otherwise covered under that Section or Insuring Clause will be payable, subject to all other terms, conditions and exclusions of this Policy.

This Policy is a contract of insurance between **you** and **us**. **Your** Policy contains all the details of the cover that **we** provide. This Policy consists of and must be read together with the Schedule and any Endorsements. This Policy is not complete unless it is signed and a Schedule is attached.

The sections of this Policy are identified by the blue lines across the page with white upper case print, these are for information purposes only and do not form part of the cover given by this Policy. Terms in bold upper case print are references to specific Insuring Clauses, Sections or Conditions. Other terms in bold lower case print are defined terms and have a special meaning as set forth in the Definitions section and elsewhere. Words stated in the singular will include the plural and vice versa.

In consideration of the **premium** and in reliance upon the information that **you** have provided to **us** prior to the commencement of this insurance, **we** agree to provide the cover as set out below:

INSURING CLAUSES

INSURING CLAUSE 1: PRODUCTS LIABILITY

We agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including liability for claimants' costs and expenses) as a result of any **claim** first made against **you** during the **period of the policy** or any applicable optional extended reporting period arising out of **bodily injury** or **property damage** caused directly by an **insured product**.

We will also pay **costs and expenses** on **your** behalf.

INSURING CLAUSE 2: GENERAL LIABILITY

SECTION A: PUBLIC LIABILITY

We agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including liability for claimants' costs and expenses) as a result of any **claim** arising out of **bodily injury** or **property damage** first occurring during the **period of the policy**.

We will also pay **costs and expenses** on **your** behalf.

SECTION B: PERSONAL AND ADVERTISING INJURY

We agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including liability for claimants' costs and expenses) as a result of any **claim** arising out of **personal injury** or **advertising injury** first occurring during the **period of the policy**.

We will also pay **costs and expenses** on **your** behalf.

INSURING CLAUSE 3: PRODUCT RECALL

We agree to reimburse **you** for **product recall costs** as a direct result of any European **official authority** issuing a recall within Europe naming **your insured products** first occurring during the **period of the policy**.

INSURING CLAUSE 4: EMPLOYERS' LIABILITY

We agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including liability for claimants' costs and expenses) as a result of any **claim** arising out of **bodily injury** first occurring during the **period of the policy** to **senior executive officers** or **employees** that are domiciled in the Republic of Ireland. We will also pay **costs and expenses** on **your** behalf.

INSURING CLAUSE 5: COMMERCIAL PROPERTY

SECTION A: PROPERTY DAMAGE

We agree to reimburse **you** for any reasonable sums necessarily incurred to repair or rebuild **your premises**, including the costs to remove any debris and for professional services including architects, surveyors and engineers, as a direct result of damage to **your premises** first occurring during the **period of the policy**.

SECTION B: GENERAL CONTENTS DAMAGE

We agree to reimburse **you** for any reasonable sums necessarily incurred to repair or replace **your general contents**, including the costs to remove any debris and for professional services, that have been lost or damaged during the **period of the policy**.

SECTION C: PORTABLE CONTENTS

We agree to reimburse **you** for any reasonable sums necessarily incurred to repair or replace **your portable contents**, including laptops, mobile phones, cameras and other portable electronic equipment and tools that have been lost or damaged at or away from **your** premises during the **period of the policy**.

SECTION D: STOCK DAMAGE

We agree to reimburse **you** for any reasonable sums necessarily incurred to repair or replace **your stock**, including the costs to remove any debris, that has been lost or damaged during the **period of the policy**.

SECTION E: ADDITIONAL CONTENTS COVER

We agree to reimburse **you** for any reasonable sums necessarily incurred to repair or replace:

- a. **general contents** in transit, including by parcel post and courier;
- b. **general contents** while at an exhibition site or in the custody of a sales representative;
- c. materials, machinery and equipment that **you** have been contracted by a **third party** to install, provided **you** are legally liable for the materials, machinery and equipment and they are not left unattended for more than 30 consecutive days; and
- d. **general contents** that **you** have leased, rented, loaned or entrusted to a **third party** for up to a maximum period of 30 consecutive days;

that have been lost or damaged during the **period of the policy**.

SECTION F: ADDITIONAL EXPENSES

We agree to reimburse **you** for any reasonable sums necessarily incurred:

- a. to make temporary repairs to, expedite permanent repairs for, or expedite permanent replacement of, **your premises** or **contents**;
- b. to extract **pollutants** from land or water;
- c. to establish the value of the damage to **your premises** or **contents**;
- d. to locate the source of any water or oil leak, including the repair of any subsequent damage as a direct result of locating the water or oil leak;
- e. for rental payments **you** are legally obliged to pay during any period which **your premises** are unusable;
- f. for any fire department charges **you** incur;
- g. to re-charge fire extinguishing equipment;
- h. for security guard services to temporarily safeguard **your** damaged **premises**; and
- i. for a ransom paid for information directly leading to a conviction for any act of arson;

as a direct result of damage to **your premises** or **contents**, or the loss of **contents**, occurring during the **period of the policy**.

SECTION G: CAPITAL ADDITIONS

We agree to reimburse **you** for any reasonable sums necessarily incurred to repair or rebuild any additional premises acquired or constructed by **you** during the **period of the policy**, and to repair or replace **your contents** at these premises, as a direct result of damage to the additional premises or **contents** first occurring during the **period of the policy** provided that **you** give **us** written notice within 60 days of the acquisition or commencement of construction and agree to any additional **premium** and terms of coverage required by **us**.

SECTION H: BUILDING REGULATIONS AND LAWS

We agree to reimburse **you** for the reasonable additional costs to repair or rebuild **your premises**, as a direct result of damage to **your premises** first occurring during the **period of the policy**, to

the minimum standards required to comply with any changes to building regulations and laws that occur during the **period of the policy**.

SECTION I: PERSONAL ACCIDENT

We agree to pay on **your** behalf compensation as shown in the Schedule if any **employee** aged between 16 and 70 on the **inception date** suffers **bodily injury** in the course of **your** business activities during the **period of the policy** in a robbery or attempted robbery and suffers:

- a. death, permanent total disablement, loss of a limb or total and irrecoverable loss of sight in one or both eyes as a direct result of the **bodily injury** within two years of the date of its occurrence; or
- b. temporary total disablement which prevents the **employee** from attending to their usual business or occupation.

However, **we** will only pay the highest applicable benefit to each **employee** that sustains **bodily injury**, regardless of the extent of the **bodily injury**.

INSURING CLAUSE 6: BUSINESS INTERRUPTION

SECTION A: ACTUAL LOSS SUSTAINED AND INCREASED COST OF WORKING

We agree to reimburse **you** for **your actual loss sustained** and **increased cost of working** during the **indemnity period** as a direct result of an interruption to **your** business activities caused by:

- a. damage to **your premises** or **contents**, other than damage causing failure in the supply of water, gas, electricity, telephone or internet to **your premises**;
- b. damage to **third party** property within the vicinity of **your premises** which prevents access to **your premises**;
- c. damage to the property of one of **your** suppliers, other than a supplier of water, gas, electricity, telephone or internet; or
- d. failure in the supply of water, gas, electricity, telephone or internet to **your premises** for more than 24 consecutive hours as a direct result of damage to **your premises** or the property of **your** supplier of water, gas, electricity, telephone or internet;

first occurring during the **period of the policy**.

SECTION B: ADDITIONAL INCREASED COST OF WORKING

We agree to reimburse **you** for any reasonable sums necessarily incurred during the **indemnity period** that are in addition to **your** normal operating expenses and the **increased cost of working** recoverable under **INSURING CLAUSE 6 (SECTION A)** only) to mitigate an interruption to **your** business activities caused by:

- a. damage to **your premises** or **contents**, other than damage causing failure in the supply of water, gas, electricity, telephone or internet to **your premises**;

- b. damage to **third party** property within the vicinity of **your premises** which prevents access to **your premises**;
- c. damage to the property of one of **your** suppliers, other than a supplier of water, gas, electricity, telephone or internet; or
- d. failure in the supply of water, gas, electricity, telephone or internet to **your premises** for more than 24 consecutive hours as a direct result of damage to **your premises** or the property of **your** supplier of water, gas, electricity, telephone or internet;

first occurring during the **period of the policy**.

SECTION C: GROSS RENTALS

We agree to reimburse **you** for **your actual loss sustained** during the **indemnity period** as a direct result of a reduction in **your rental income** caused by damage to **your premises** first occurring during the **period of the policy**.

SECTION D: CAPITAL ADDITIONS

We agree to reimburse **you** for **your actual loss sustained** during the **indemnity period** as a direct result of an interruption to **your** business activities caused by damage to any additional premises acquired or constructed by **you** during the **period of the policy**, provided that **you** give **us** written notice within 60 days of the acquisition or commencement of construction and agree to any additional **premium** and terms of coverage required by **us**.

SECTION E: PROFESSIONAL FEES

We agree to reimburse **you** for any reasonable sums necessarily incurred for professional fees to establish the value of **your actual loss sustained** as a direct result of an interruption to **your** business activities.

INSURING CLAUSE 7: CYBER AND PRIVACY

SECTION A: NETWORK SECURITY AND PRIVACY LIABILITY

We agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including the establishment of any consumer redress fund and associated expenses) as a result of any **claim** arising out of a **cyber event** first discovered by **you** during the **period of the policy** that results in:

- a. the transmission of malware to a **third party's computer system**;
- b. **your computer systems** being used to carry out a denial of service attack;
- c. **your** failure to prevent unauthorized access to information stored or applications hosted on **your computer systems** or a **third party's computer systems**; or
- d. identity theft, experienced by **your employees** or any **third party**.

We also agree to pay on **your** behalf any fines, penalties and card brand assessments including fraud recoveries, operational reimbursements, non-cooperation costs and case management fees which **you** become legally obliged to pay as a direct result of a **payment card breach** first discovered by **you** during the **period of the policy**.

We will also pay **costs and expenses** on **your** behalf.

SECTION B: INCIDENT RESPONSE COSTS

We agree to pay on **your** behalf any reasonable sums necessarily incurred by **you**, or on **your** behalf, as a direct result of a **cyber event** first discovered by **you** during the **period of the policy** to:

- a. gain access to **our 24/7 cyber incident response hotline**;
- b. engage with **our cyber incident response team** who will coordinate the initial response;
- c. obtain initial advice and consultancy from **our cyber incident response team**, including threat intelligence in relation to the **cyber event**; and
- d. obtain initial remote support and assistance from **our cyber incident response team** to respond to the **cyber event**.

SECTION C: LEGAL, FORENSIC AND BREACH MANAGEMENT COSTS

We agree to pay on **your** behalf any reasonable sums necessarily incurred by **you**, or on **your** behalf, as a direct result of a **cyber event** which is first discovered by **you** during the **period of the policy** to:

- a. obtain initial legal advice to determine **your privacy breach** notification obligations;
- b. notify any appropriate regulatory body, respond to and defend any **regulatory investigation** and pay any fines and penalties imposed on **you** as a direct result of the **regulatory investigation**;
- c. engage with an external IT security consultant to identify the source and scope of the **cyber event**, contain and remove any malware discovered on **your computer systems** and conduct a forensic investigation of **your computer systems** where reasonable and necessary or as required by law or a regulatory body (including a requirement for a PCI Forensic Investigator);
- d. engage with a crisis communications consultant to obtain specific advice in direct relation to the **cyber event**;
- e. print and post appropriate notices for any individual affected by the **cyber event** or to send e-mail notices or issue substitute notices; and
- f. provide credit monitoring services, identity monitoring services, identity restoration services or identity theft insurance as appropriate to affected individuals including setting up a call centre to manage inbound and outbound calls in direct relation to the **cyber event**.

SECTION D: EXTORTION

We agree to reimburse **you** for any ransom paid by **you**, or on **your** behalf, in response to an extortion demand first discovered by **you** during the **period of the policy** as a direct result of any threat to:

- a. introduce malware, or the actual introduction of malware, including ransomware, into **your computer systems**;

- b. prevent access to **your computer systems** or data or any **third party** systems hosting **your** applications or data;
- c. reveal **your** confidential information or confidential information entrusted to **you**; or
- d. damage **your** brand or reputation by posting false or misleading comments about **you** on social media sites.

SECTION E: SYSTEM DAMAGE AND RECTIFICATION COSTS

We agree to reimburse **you** for the additional cost of employing:

- a. contract staff or overtime costs for **employees** to rebuild **your** data, including the cost of data re-entry or data re-creation;
- b. specialist consultants, including IT forensic consultants, to recover **your** data; and
- c. specialist consultants or overtime costs for **employees** working within **your** IT department to reconstitute **your computer systems** to the position they were in immediately prior to the **cyber event**;

reasonably and necessarily incurred as a direct result of a **cyber event** first discovered by **you** during the **period of the policy**.

SECTION F: SYSTEM BUSINESS INTERRUPTION AND REPUTATIONAL HARM

We agree to reimburse **you** for **your actual loss sustained** and **increased cost of working** sustained during the **indemnity period** as a direct result of an interruption to **your** business activities caused by **computer systems** downtime arising directly out of a **cyber event** which is first discovered by **you** during the **period of the policy**, provided that the **computer systems** downtime lasts longer than the **waiting period**.

We also agree to reimburse **you** for **your actual loss sustained** during the **reputational harm period** as a direct result of the loss of current or future customers caused by damage to **your** reputation as a result of a **cyber event** first discovered by **you** during the **period of the policy**.

SECTION G: CLAIM PREPARATION COSTS

We agree to pay on **your** behalf any reasonable sums necessarily incurred to determine the amount of **your actual loss sustained** following an interruption to **your** business activities covered under **INSURING CLAUSE 7 (SECTION F only)**. We will only pay these costs where they are incurred with an independent expert agreed by the **claims managers**.

HOW MUCH WE WILL PAY

The maximum amount payable by **us** in respect of each Section and each Insuring Clause will not exceed the **limit of liability**.

In respect of **INSURING CLAUSES 1, 2 and 7**, where any claim is covered under multiple Sections, each Section will cover its part of the claim to the extent of the available **limit of liability**. In the event any Section covering the claim is exhausted, no other Section of the Policy covering the **claim** will provide additional cover. Regardless of how many Sections cover any claim, only one overall **limit of liability** will be available and this will be the highest **limit of liability** of the Sections covering the claim. The **limits of liability** available, other than the highest **limit of liability**, under the other Sections covering the claim will always be a part of and not in addition to the highest **limit of liability**.

Where more than one claim arises from the same:

- a. **insured product** or batch of **insured products**; or
- b. original cause, single source or event;

all of those claims will be deemed to be one claim and only one **limit of liability** will be payable.

However, in the event a claim is covered under **INSURING CLAUSES 1 or 2** and there is a product recall event covered under **INSURING CLAUSE 3**, the **limit of liability** for **INSURING CLAUSE 3** will be paid in addition to any other **limits of liability** available under **INSURING CLAUSES 1 or 2**.

We may at any time pay to **you** in connection with any **claim** the amount of the **limit of liability** (after deduction of any amounts already paid). Upon that payment being made **we** will relinquish the conduct and control of the **claim** and be under no further liability in connection with that **claim** except for the payment of **costs and expenses** incurred prior to the date of such payment (unless the **limit of liability** is stated to be inclusive of **costs and expenses**).

If **costs and expenses** are stated in the Schedule to be in addition to the **limit of liability**, or if the operation of local laws require **costs and expenses** to be paid in addition to the **limit of liability**, and if a damages payment in excess of the **limit of liability** has to be made to dispose of any **claim**, our liability for **costs and expenses** will be in the same proportion as the **limit of liability** bears to the total amount of the damages payment.

Notwithstanding the **limit of liability**, for any **claim** made against **you** within the United States of America or territories which come under the jurisdiction of the United States of America, the **limit of liability** will be an annual aggregate limit for all **claims** under this Policy and inclusive of **costs and expenses**.

In respect of **INSURING CLAUSE 5 (SECTIONS A, B and C only)**, the **limit of liability** is on a day one reinstatement basis. This means that the **limit of liability** is the combination of the **declared value** plus a day one uplift amount equal to 15% of the **declared value**, to account solely for any inflation that may occur during the **period of the policy**.

If at the **inception date** the **declared value** does not represent the total cost to:

- a. repair or rebuild **your premises** at any **building address**;

- b. repair or replace **your general contents** at any **building address**; or
- c. repair or replace **your portable contents**;

any amount **we** pay in respect of a claim covered under this Policy for loss or damage to a. to c. above will be reduced in the same proportion as the underinsurance.

Example for calculating underinsurance:

- a. Total cost to rebuild all of **your premises** at building address 1 on the **inception date** = €500,000;
- b. **Declared value** for **premises** at building address 1 = €400,000;
- c. Therefore if a €200,000 loss occurs at the **premises** at building address 1, **we** would pay €160,000;
- d. This has been calculated as the **declared value** / the total cost to rebuild on the **inception date** x loss value ($€400,000 / €500,000 \times €200,000 = €160,000$).

If **we** pay to replace **your general contents** or **portable contents**, **we** will do so on a new for old basis.

YOUR DEDUCTIBLE

We will only be liable for that part of each and every claim which exceeds the amount of the **deductible**. If any expenditure is incurred by **us** which falls within the amount of the **deductible**, then **you** will reimburse that amount to **us** upon **our** request.

Where more than one claim under this Policy arises from the same:

- a. **insured product** or batch of **insured products**; or
- b. original cause, single source or event;

all of those claims will be deemed to be one claim and only one **deductible** will apply.

In respect of **INSURING CLAUSE 7 (SECTION F only)**, a single **waiting period**, **deductible** and **indemnity period** will apply to each claim. Where the same original cause or single source or event causes more than one period of **computer systems** downtime these will be considered one period of **computer systems** downtime whose total duration is equal to the cumulative duration of each individual period of **computer systems** downtime.

Where cover is provided under multiple Sections or multiple Insuring Clauses only one **deductible** will apply to that claim and this will be the highest **deductible** of the Sections under which cover is provided.

DEFINITIONS

1. **"Actual loss sustained"** means
your income that, had the incident which gave rise to the claim not occurred, would have been generated directly from **your** business activities (less sales tax) during the **indemnity period**, less:
 - a. actual income (less sales tax) generated directly from **your** business activities during the **indemnity period**; and
 - b. any cost savings achieved as a direct result of the reduction in income.
2. **"Advertising injury"** means
 - a. oral or written publication of defamatory content;
 - b. oral or written publication of content that violates a person's right of privacy; or
 - c. infringement of copyright, trade dress, slogan or a **third party's** advertising idea;in **your** advertising or promotional material.
3. **"Bodily injury"** means
 - a. death, bodily injury, physical illness or physical disease of or to any person; or
 - b. mental injury, mental illness or mental disease of or to any person directly resulting from a. above.
4. **"Building address"** means
a building address stated in the Commercial Property and Business Interruption Sub-limits Schedule.
5. **"Claim"** means
 - a. a written demand for compensation;
 - b. a written request for a retraction or a correction;
 - c. a threat or initiation of a lawsuit; or
 - d. in respect of **INSURING CLAUSE 7 (SECTION C only)**, a **regulatory investigation**;made against **you**.
6. **"Claims managers"** means
the claims managers stated in the Schedule.
7. **"Company"** means
the company named as the insured in the Schedule or any **subsidiary**.

8. "Computer systems" means

all electronic computers including operating systems, software, hardware, microcontrollers and all communication and open system networks and any data or websites wheresoever hosted, off-line media libraries and data back-ups and mobile devices including but not limited to smartphones, iPhones, tablets or personal digital assistants.

9. "Contents" means

- a. **general contents;**
- b. **stock;** and
- c. **portable contents.**

10. "Continuity date" means

the **inception date** or if **you** have maintained uninterrupted insurance of the same type with **us**, the date this insurance was first incepted with **us**.

11. "Costs and expenses" means

- a. **third party** legal and professional expenses (including disbursements) reasonably incurred in the defence of **claims** or circumstances which could reasonably be expected to give rise to a **claim** or in quashing or challenging the scope of any injunction, subpoena or witness summons;
- b. any post judgment interest; and
- c. the cost of appeal, attachment and similar bonds including bail and penal bonds.

Subject to all costs and expenses being incurred with the **claims managers'** prior written agreement (which will not be unreasonably withheld).

12. "Cyber event" means

any actual or suspected:

- a. unauthorised access to or electronic attack designed to damage, destroy, corrupt, overload, circumvent or otherwise impair the functionality of:
 - i. in respect of **INSURING CLAUSE 7**, **computer systems** used directly by **you**; and
 - ii. in respect of all other **INSURING CLAUSES**, any **computer systems**;

including a denial of service attack, cyber terrorism, hacking attack, Trojan horse, phishing attack, man-in-the-middle attack, application-layer attack, compromised key attack, malware infection (including spyware or ransomware) or computer virus; or

- b. **privacy breach.**

"Cyber event" does not mean **technology error**.

13. "Cyber incident response hotline" means

the cyber incident response hotline stated in the Schedule.

14. "**Cyber incident response team**" means
the cyber incident response team accessible on the **cyber incident response hotline**.
15. "**Cyber war**" means
any unauthorised access to or electronic attack on **computer systems**, carried out by or on behalf of a **state**, that directly results in another **state** becoming an **impacted state**.
16. "**Declared value**" means
the amount declared by **you**, as stated in the Schedule, as the total cost to:
- a. repair or rebuild **your premises** at each **building address**;
 - b. repair or replace **your general contents** at each **building address**; or
 - c. repair or replace **your portable contents**;
- including any applicable:
- a. costs for debris removal;
 - b. professional fees, including architects, engineers and surveyors; and
 - c. costs to comply to the minimum standards required by current building regulations and laws.
17. "**Deductible**" means
the amount stated as the deductible in the Schedule.
18. "**Disposal or destruction costs**" means
the cost to dispose of or destroy an **insured product**, or a product that contains **your insured product**, including packaging materials.
19. "**Employee**" means
any employee, volunteer or contract employee of the **company**.
20. "**Expiry date**" means
the expiry date stated in the Schedule.
21. "**General contents**" means
items that the **company** owns or is legally responsible for, other than **stock** and **portable contents**, that are used primarily in connection with **your** business activities and are not permanently attached to a building, including:
- a. improvements made to the **premises** by **you** as a tenant, including decorating, flooring, internal fixtures and fittings, aerials and satellite dishes;
 - b. desktop computer hardware and ancillary equipment (including monitors, keyboards and printers);
 - c. television, photocopying and telecommunications equipment;

- d. wines, spirits and tobacco kept for entertainment purposes;
- e. works of art and precious metals;
- f. valuable documents including plans and designs in paper format;
- g. heating oil contained in fixed tanks in the open at **your premises**;
- h. refrigeration, ventilation, cooking, dishwashing and laundry appliances;
- i. locks and keys, provided this is necessary to maintain the security of **your premises** or safes;
- j. patterns, models, moulds, plans and designs;
- k. any trailer, provided that it was unattached from, being attached to, or being detached from, a motor vehicle when the damage occurred;
- l. outdoor signs located on the **premises**; and
- m. cash, bank and currency notes, cheques, bankers drafts, share and bond certificates, provided the loss or damage occurs whilst in a locked safe at **your premises** or whilst in secure transit.

"**General contents**" also means the personal belongings of any **employee** or visitor whilst at **your premises**, provided they are not covered under any other insurance.

22. "**Impacted state**" means

any **state** that suffers a major detrimental impact on its:

- a. ability to function; or
- b. defence and security capabilities;

as a direct result of any unauthorised access to or electronic attack on **computer systems**, carried out by or on behalf of another **state**.

23. "**Inception date**" means

the inception date stated in the Schedule.

24. "**Increased cost of working**" means

your reasonable sums necessarily incurred in addition to **your** normal operating expenses to mitigate an interruption to and continue **your** business activities, provided that the costs are less than **your** expected **actual loss sustained** had these measures not been taken.

25. "**Indemnity period**" means

the period starting from:

- a. in respect of **INSURING CLAUSE 7 (SECTION F only)**, the first occurrence of the **computer systems** downtime; or
- b. in respect of **INSURING CLAUSE 6**, the:
 - i. date the damage or prevention of access was first discovered; or

- ii. initial 24 consecutive hours **you** have no water, gas, electricity, telephone or internet services has passed;

and lasting for the indemnity period stated in the Schedule.

26. "**Independent expert**" means

a suitably qualified lawyer or accountant with a minimum of 5 years' experience in the subject matter of the claim.

27. "**Insured product**" means

the products stated as the insured products in the Schedule after they have left **your** care, custody or control.

28. "**Limit of liability**" means

if expressed in the Schedule as:

- a. "limit of liability" or "amount insured", the maximum amount payable by **us** in respect of each claim; or
- b. "aggregate limit of liability" or "aggregate amount insured", the maximum amount payable by **us** in respect of all claims under this Policy.

29. "**Official authority**" means

any governmental, regulatory or law enforcement agency.

30. "**Payment card breach**" means

an actual or suspected unauthorised disclosure of payment card data stored or processed by **you** arising out of an electronic attack, accidental disclosure or the deliberate actions of a rogue **employee**.

"**Payment card breach**" does not mean a situation where payment card data is deliberately shared with or sold to a **third party** with the knowledge and consent of a **senior executive officer**.

31. "**Period of the policy**" means

the period between the **inception date** and the **expiry date** or until the Policy is cancelled in accordance with **CONDITION 5**.

32. "**Personal injury**" means

- a. false arrest, detention or imprisonment;
- b. malicious prosecution; or
- c. wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies.

33. **"Pollutants"** means

any solid, liquid, gaseous, radiological or thermal irritant, toxic or hazardous substance, or contaminant including, but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste materials, including recycled, reconditioned or reclaimed materials.

34. **"Pollution"** means

the discharge, dispersal, release, migration, seepage or escape of **pollutants**.

35. **"Portable contents"** means

items that the **company** owns or is legally responsible for that are used primarily in connection with **your** business activities and designed to be portable, regardless of whether **you** use these as portable items, including laptops, mobile phones, electronic tablets, cameras, tools and video, photographic, surveying and portable telecommunications equipment.

36. **"Premises"** means

- a. the building;
- b. any completed extension to the building;
- c. any permanently installed machinery and equipment;
- d. any permanently attached fixtures and fittings;
- e. landlord's fixtures and fittings;
- f. retaining walls, outdoor walls, gates, fences, yards, car parks, roadways and pavements;
- g. trees, shrubs, plants and lawns;
- h. piping, ducting, cables, wires and accessories extending to the public mains that **you** are responsible for; and
- i. fixed glass in windows, doors, skylights, mirrors fixed to the building, glass showcases and shelves fixed to the building, sanitary fixtures and fittings and other fixed glass;

at the **building address**.

37. **"Premium"** means

the amount stated as the premium in the Schedule and any subsequent adjustments.

38. **"Privacy breach"** means

an actual or suspected unauthorised disclosure of information arising out of an electronic attack, accidental disclosure, theft or the deliberate actions of a rogue **employee** or **third party**, including Personally Identifiable Information (PII), Protected Health Information (PHI) and payment card information.

"Privacy breach" does not mean a situation where information is deliberately shared with or sold to a **third party** with the knowledge and consent of a **senior executive officer**.

39. **"Production process"** means
the process for manufacture, blending, mixing, compounding, testing, packaging, production, storage, distribution and labelling, including the instructions for use.
40. **"Product recall costs"** means
the reasonable sums necessarily incurred by **you** or a **third party** on **your** behalf for:
- storage and transportation costs;**
 - stationery, packaging and postage;
 - media and other communication costs relating to the product recall event;
 - any overtime paid to **your employees**, including the costs to hire additional **employees**, to recall an **insured product**;
 - disposal or destruction costs;** and
 - the cancellation of promotional advertising and retail shelf slotting fees.
41. **"Property damage"** means
direct physical damage to, destruction of, loss of possession or loss of use of tangible property.
42. **"Regulatory investigation"** means
a formal hearing, official investigation, examination, inquiry, legal action or any other similar proceeding initiated by a governmental, regulatory, law enforcement, professional or statutory body against **you**.
43. **"Rental income"** means
- the anticipated gross rental income from tenant occupancy of **your premises**;
 - the amount of all charges which are the legal obligation of the tenants, which would otherwise be **your** obligation; and
 - the fair rental value of any portion of **your premises** which is occupied by **you**.
44. **"Reputational harm period"** means
the period starting from when the **cyber event** is first discovered and lasting for the period stated as the reputational harm period in the Schedule.
45. **"Response consultants"** means
- the response consultants stated in the Schedule; or
 - any other crisis management consultants retained by **you** with **our** prior written agreement.
46. **"Retroactive date"** means
the retroactive date stated in the Schedule.
47. **"Senior executive officer"** means
board members, C-level executives, in-house lawyers and risk managers of the **company**.

48. **"State"** means
sovereign state.

49. **"Stock"** means

- a. stock;
- b. samples;
- c. merchandise goods; and
- d. goods held in trust;

whilst at **your premises**, in transit, or at the **premises** of **your** customer or supply chain partner provided that **you** are legally responsible for them.

"Stock" also means stock that has been sold by **you** to a **third party** on a deferred payment plan, however, the maximum amount **we** will pay is the **limit of liability** or an amount equal to any unpaid balance, whichever is less.

50. **"Storage and transportation costs"** means

- a. the cost to rent additional warehouse storage; and
- b. the cost to transport a recalled **insured product** from any **third party** to a destination designated by **you**.

51. **"Subsidiary"** means
any entity which the **company** has majority ownership of, meaning more than 50% ownership, on or before the **inception date**.

52. **"Technology error"** means
any:

- a. unintentional human error in entering, processing or amending electronic data within any **computer systems** or in the upgrading, maintenance or configuration of any **computer systems**; or
- b. application bug, internal network failure, external network failure or hardware failure directly impacting any **computer systems** which renders them incapable of supporting their normal business function;

that does not arise directly or indirectly out of any **cyber event**.

53. **"Third party"** means
any person who is not an **employee** or any legal entity that is not the **company**.

54. **"Waiting period"** means
the number of hours stated as the waiting period in the Schedule.

55. "War" means

any physical:

- a. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), civil war, rebellion, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- b. action taken in controlling, preventing, suppressing or in any way relating to a. above.

56. "We/our/us" means

the Underwriters stated in the Schedule.

57. "You/your" means

the **company** and **employees**.

EXCLUSIONS

The Exclusions do not apply to **INSURING CLAUSE 4**.

We will not make any payment under this Policy:

EXCLUSIONS RELATING TO GENERAL LIABILITY

In respect of **INSURING CLAUSE 2** only:

1. Faulty workmanship

for the cost to repair or replace, including any ensuing financial loss:

- a. that part of any property that has been damaged by **you**, or a **third party** operating on **your** behalf, during its construction, distribution or installation; or
- b. that part of any property as a direct result of faulty workmanship by **you**, or a **third party** operating on **your** behalf, during its construction or installation.

2. Land or water

arising directly or indirectly from damage by any description to land or water within or below the boundaries of any land or premises presently or at any time previously owned or leased by **you** or otherwise in **your** care, custody or control.

3. Liquor liability

arising directly or indirectly from the provision of alcoholic beverages by **you**.

4. Marine and aviation

arising directly or indirectly from the ownership, possession or use by **you**, or on **your** behalf, of any:

- a. watercraft, other than any hovercraft, in excess of 10 metres in length; or
- b. aircraft, drone, hovercraft, offshore installation, offshore rig or offshore platform.

5. **Property in your care, custody or control**

arising directly or indirectly out of **property damage** to **third party** property which is in **your** care, custody or control.

In respect of **INSURING CLAUSE 2, SECTION B**:

6. **Content advertised prior to the continuity date**

arising directly or indirectly out of any advertisement that was first published prior to the **continuity date**.

EXCLUSIONS RELATING TO PRODUCT RECALL

In respect of **INSURING CLAUSE 3** only:

7. **Failure to follow instructions**

arising directly or indirectly out of the failure by a **third party**, other than a contract manufacturer operating on **your** behalf, to follow instructions for an **insured product** including its maintenance, consumption, storage or use.

8. **Failure to take corrective action**

for a product recall event which occurs after a **senior executive officer** becomes aware of a defect or deviation in the **production process** of an **insured product** and fails to take reasonable steps to rectify the defect or deviation at the time of discovery.

9. **Marijuana, cannabis and hemp**

arising directly or indirectly out of, or related to, the use, sale, supply, manufacture, process, delivery, transfer, labelling or possession of, any cannabis seed, cannabis plant, marijuana or hemp, or any product derived from these, by whatever official name, common or usual name, chemical name, or brand name designated, whether medicinal, recreational or otherwise.

EXCLUSIONS RELATING TO COMMERCIAL PROPERTY

In respect of **INSURING CLAUSE 5** only:

10. **Excluded property**

for the costs to repair, replace or rebuild:

- a. the foundations of the **premises**;
- b. the foundations of any structure, machinery or boiler contained inside of the **premises** if they are below the lowest basement floor or ground level if there is no basement; or
- c. land or growing crops.

11. Theft from an unlocked vehicle

arising directly or indirectly out of theft of **contents** from any vehicle, unless the vehicle was locked at the time the theft occurred and there are signs of forced entry.

EXCLUSIONS RELATING TO CYBER AND PRIVACY

In respect of **INSURING CLAUSE 7** only:

12. Betterment

which results in **you** being in a better financial position or **you** benefiting from upgraded versions of **your computer systems** as a direct result of the event which gave rise to the claim under this policy.

However, in the event of a hacking attack, malware infection or computer virus, when rebuilding **your computer systems** we will pay the additional costs and expenses incurred to install a more secure and efficient version of the affected **computer system**, provided that the maximum amount we will pay is 25% more than the cost that would have been incurred to repair or replace the original model or license. Under no circumstances will we pay the cost of acquiring or installing **computer systems** which did not form a part of **your computer systems** immediately prior to the incident which gave rise to the claim.

13. Bodily injury

arising directly or indirectly out of **bodily injury**.

However, this Exclusion will not apply to **INSURING CLAUSE 7 (SECTION A)** only) for any **claim** as a direct result of mental injury or emotional distress.

14. Core internet infrastructure failure

arising directly from a failure, material degradation or termination of any core element of the internet, telecommunications or GPS infrastructure that results in a regional, countrywide or global outage of the internet or core telecommunications network, including a failure of the core DNS root servers, satellite network or the IP addressing system or an individual state or non-state actor turning off all or part of the internet.

15. Power and utility failure

arising directly or indirectly from any:

- a. failure in the power supply, including that caused by any surge or spike in voltage, electrical current or transferred energy; or
- b. failure, disruption or reduction in the supply of utilities, including but not limited to gas and water infrastructure or services.

16. Property and hardware costs

for any tangible property repair or replacement including the cost of repairing any hardware or replacing any tangible property or equipment that forms part of **your computer systems**.

However, where repairing or replacing hardware or tangible property or equipment is a more practical and cost effective solution than installing new firmware or software onto **your** existing components, **we** will pay the costs required to do so.

17. **Property damage**

arising directly or indirectly out of **property damage**.

18. **Regular hours staff costs**

for contracted salary and bonus costs paid to **employees**.

19. **Unlawful surveillance**

in respect of any actual or alleged eavesdropping, wiretapping, or unauthorised audio or video recording committed by **you** or by a **third party** on **your** behalf with the knowledge and consent of **your senior executive officers**.

In respect of **INSURING CLAUSE 7, SECTIONS E and F**:

20. **Business interruption liability**

for that part of any **claim** that constitutes actual or alleged liability to a **third party**, or legal costs in the defence of any **claim**, including customer compensation.

EXCLUSIONS RELATING TO ALL INSURING CLAUSES

21. **Advertising injury**

arising directly or indirectly out of **advertising injury**.

However, this Exclusion will not apply to **INSURING CLAUSE 2 (SECTION B only)**.

22. **Antitrust**

for or arising out of any actual or alleged antitrust violation, restraint of trade, unfair competition, false, deceptive or unfair trade practices, violation of consumer protection laws or false or deceptive advertising other than:

- a. where specifically covered under **INSURING CLAUSE 7** for which **you** have purchased cover; or
- b. any covered portion of any **claim** based on **your** alleged unauthorised use of a **third party's** trademark.

23. **Asbestos**

arising directly or indirectly out of the manufacturing, mining, use, sale, installation, removal, distribution of or exposure to asbestos, materials or products containing asbestos or asbestos fibres or asbestos dust.

24. Associated companies

- a. in respect of any **claim** made by any company firm or partnership in which the **company** has an executive or financial interest, unless the **claim** emanates from an independent **third party**;
- b. in respect of any **claim** made by any company firm partnership or individual which has an executive or financial interest in the **company**, unless the **claim** emanates from an independent **third party**;
- c. arising out of any joint venture between **you** and a **third party**;
- d. arising out of or resulting from any of **your** activities as a trustee, partner, officer, director or employee of any employee trust, charitable organization, corporation, company or business other than that of the **company**; or
- e. in respect of any **claim** made by or on behalf of the **company** against a **third party**.

25. Breach of contract

arising directly or indirectly out of any breach of contract unless liability would have attached in the absence of the contract.

26. California's Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65)

arising directly or indirectly out of **your** failure to comply with California's Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65) and amendments thereto.

27. Change of regulation

arising directly out of any change in government or regulatory legislation.

28. Circumstances known at inception

arising directly or indirectly out of any circumstances or occurrences which may give rise to a claim under this Policy of which a **senior executive officer** was aware, or ought reasonably to have been aware, prior to the **inception date**, whether notified under any other insurance or not.

29. Communicable diseases

arising directly or indirectly out of, or in any way relating to any actual, threat or fear of any pathogen or disease, including any virus, bacterium, parasite or variation of these, which can be transmitted by any means directly or indirectly from any organism to another organism and can cause, or have the potential to cause:

- a. damage to human health or welfare; or
- b. physical damage or destruction to tangible property, including the deterioration, loss of use or reduction in value or marketability of the tangible property.

30. Cyber events

arising directly or indirectly out of any **cyber event**.

However, this Exclusion will not apply to **INSURING CLAUSE 7**.

31. Directors and officers liability

arising out of any personal liability incurred by **your senior executive officers** when they are acting in that capacity or managing **you**, or arising from any statement, representation or information regarding **your** business contained within any accounts, reports or financial statements.

32. Electronic data

in respect of **INSURING CLAUSES 5** and **6**, for:

- a. any costs incurred to retrieve, restore, rebuild or recover any electronic data or application, including any costs to reconstitute any electronic data or application;
- b. the actual value of any electronic data or application; or
- c. that part of any **actual loss sustained** arising out of, or attributable to in any way, the loss, the loss of use, reduction in functionality, damage or corruption of any electronic data or application.

33. Employers' liability

arising directly or indirectly out of **bodily injury to your employees**.

However, this Exclusion will not apply to **INSURING CLAUSE 4**.

34. Employment disputes

arising directly or indirectly out of any:

- a. employer-employee relations, policies or practices;
- b. actual or alleged refusal to employ any person;
- c. actual or alleged breach by any **employee** of any term or condition of any express or implied contract between them and any past employer of theirs, including breaching any restrictive covenant, covenant not to compete, non-disparagement agreement, confidentiality agreement or non-solicitation agreement; or
- d. actual or alleged conduct by **you** that defames, libels, slanders, disparages or harasses any past employer of any **employee** or interferes with any past, present or prospective employment or contractual relationship between any **employee** and any past employer of theirs.

35. Equipment breakdown

in respect of **INSURING CLAUSES 5** and **6**, arising directly from the breakdown, explosion or collapse of any electrical or mechanical equipment including air conditioning, refrigeration, boiler, computer and communication equipment.

36. Excluded causes

in respect of **INSURING CLAUSES 5** and **6**, arising directly or indirectly out of:

- a. wear and tear, an inherent defect, rot, vermin, infestation, ground heave, subsidence, landslip or any other gradually operating cause;
- b. frost, other than **property damage** due to water leaking from burst pipes forming part of the permanent internal plumbing provided the **premises** are occupied and in use;
- c. any voluntary parting with, or transfer of, **your premises or contents**, if induced to do so by fraud or misrepresentation; or
- d. any unexplained loss or mysterious disappearance.

37. Excluded ingredients

as a result of any **claim** arising directly out of any **bodily injury** or **property damage** caused directly by an **insured product** containing:

- a. Anabolic-androgenic steroids, anabolic steroids, androstenedione, mammal steroids or testosterone;
- b. Aristolochia spp, Aristolochia, Aristolochia acids, Aristolochia fangchi, Aristolochia spp, Asarum spp, Bragantia spp, Clematix spp, Akebia spp, Cocculus spp, Diploclisia spp, Menispermum spp, Sinomenium spp, Mu Tong, Fang ji, Guang fang yi, Fang Chi, Kan-Mokutsu, Mokutsu and any adulterated botanicals, botanical derivatives or other products that contain aristolochic acid, aristolochic acid derivatives or aristolochic acid extracts;
- c. Comfrey (Pyrrolizidine Alkaloids);
- d. DMAA (1,3-dimethylamylamine);
- e. DMBA (2-amino-4-methylpentane citrate), AMP Citrate or Pouchung Tea;
- f. Ephedrine, Ephedrine Alkaloid, Ephedra, Ma Huang, Chinese Ephedrine, Ma Huang extract, Ephedrine Sinica, Ephedrine Extract, Ephedrine Herb Powder, Epitomic, Pseudoephedrine, Pseudonephrine or products of any kind or nature or any derivative thereof;
- g. Gamma Hydroxy Butyrate (GHB), Gamma Butyrate (GBL) or 1,4 Butanediol (BD);
- h. geranium extract;
- i. Germander;
- j. herbs with mutagenic properties;
- k. herbs with teratogenic properties;
- l. Jin Bu Huan;
- m. Kava, ava, ava pepper, awa, kava root, kava-kava, kawa, Piper methysticum Forst F., Piper methysticum G. Forst, rauschpfeffer, intoxicating pepper, Kava kava, kava pepper, kawa, kawa-kawa, kew, Piper methysticum, sakau, tonga wurzelstock or yangona;
- n. Lobelia;
- o. Magnolia, or any adulterated botanicals, botanical derivatives or any other products that contain Magnolia, or any Magnolia derivatives or extracts;
- p. Methylhexanamine;

- q. Stephania, Stephania spp, or any adulterated botanicals, or botanical derivatives or extracts;
- r. Winstrol;
- s. Yohimbe;
- t. Colloidal Silver;
- u. Kratom (Mitragyna Speciosa);
- v. Bitter orange, citrus aurantium, synephrine or p-synephrine; or
- w. any other ingredients that are illegal in the jurisdiction in which the **insured product** is sold.

38. Financial loss

in respect of **INSURING CLAUSES 1 and 2**, arising directly or indirectly out of **third party** financial loss, other than **third party** financial loss directly resulting from **bodily injury, personal injury, advertising injury or property damage**.

39. Intellectual property rights infringement

arising directly or indirectly out of the actual or alleged infringement of any patent, copyright, trademark or service mark, design right, domain name, trade secret or any other intellectual property right.

40. Legal action

where any legal action is brought outside the legal action territories stated in the Schedule, or where an action is brought within those territories to enforce a judgment outside of those territories whether by way of reciprocal agreement or otherwise.

41. Motor

arising directly or indirectly from the ownership, possession or use of any motor vehicle or trailer other than **bodily injury or property damage**:

- a. caused by the use of any tool or equipment forming part of or attached to or used in connection with any motor vehicle or trailer;
- b. occurring beyond the limits of any carriageway or thoroughfare and caused by the loading or unloading of any motor vehicle or trailer;
- c. arising out of the use of any motor vehicle or trailer temporarily in **your** custody or control for the purpose of parking; or
- d. occurring beyond the limits of any carriageway or thoroughfare and caused by the use of any unlicensed vehicle, including but not limited to snowmobiles and all-terrain vehicles, in the course of **your** business activities;

provided always that **we** will not make any payment in respect of any legal liability for which compulsory insurance or security is required by legislation or for which a government or other authority has accepted responsibility.

42. Nuclear

arising directly or indirectly from or contributed to by:

- a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.

43. Other insurance

for which **you** are entitled to indemnity under any other insurance except for:

- a. any additional sum which is payable over and above the other insurance where that insurance has been declared to **us**; or
- b. any contribution that **we** are obliged to make by law and that contribution will be in proportion to the indemnity available under the policies.

44. Personal injury

arising directly or indirectly out of **personal injury**.

However, this Exclusion will not apply to **INSURING CLAUSE 2 (SECTION B only)**.

45. Personal liability

in respect of any action brought against any past, present or future **employee**, unless arising directly out of work performed for the **company**.

46. Pharmaceutical products

arising directly or indirectly or in any way relating to over-the-counter or prescription drugs, medicines or pharmaceuticals.

47. Pollution

arising directly or indirectly out of **pollution**.

However, this Exclusion will not apply to **INSURING CLAUSES 5 and 6**.

48. Product safety violations

arising directly out of:

- a. the intentional violation by **you** of any applicable laws or regulations, as proven by final adjudication, arbitral tribunal or written admission by **you**; or
- b. **your** failure to adhere to instructions provided directly to **you** by an **official authority**;

relating to the **production process** of an **insured product**, including the use of any components, materials or substances that have been banned or declared unsafe by an **official authority**.

49. **Products liability**

as a result of any **claim** arising directly out of any **bodily injury** or **property damage** caused directly by an **insured product**.

However, this Exclusion will not apply to **INSURING CLAUSE 1**.

50. **Professional services**

arising directly or indirectly out of carrying out, or failing to carry out, professional services for a fee or any act, error or omission relating to a professional service.

51. **Related or associated company confidential business information**

arising directly or indirectly out of any actual or alleged misappropriation, unauthorised use or disclosure by any **employee** of any idea, trade secret or other confidential business information which they were a party to or which they otherwise had possession of prior to being employed by the **company**.

However, this Exclusion will not apply to **INSURING CLAUSE 7 (SECTION A only)** solely in respect of any **claim** arising out of any actual or suspected electronic attack or unauthorised system access by any **third party**.

52. **Retroactive date**

in respect of **INSURING CLAUSE 1**, arising out of **bodily injury** or **property damage** that first manifested before the **retroactive date**.

53. **Technology errors**

in respect of **INSURING CLAUSES 5 and 6**, arising directly or indirectly out of any **technology error**.

However, this Exclusion will not apply to fire or explosion directly caused by any **technology error**, unless the **technology error** is directly or indirectly caused by any **cyber event**.

54. **Terrorism**

arising directly or indirectly out of:

- a. any act or threat of force or violence by an individual or group, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government or to put the public, or any section of the public, in fear; or
- b. any action taken in controlling, preventing, suppressing or in any way relating to a. above.

However, this Exclusion does not apply to a **cyber event** affecting **your computer systems**.

55. Toxic mould

arising directly or indirectly from the toxic properties of any fungus, mould, mildew or yeast.

However, this Exclusion will not apply to any **insured product** which intentionally includes fungus, mould or yeast.

56. Uninsurable fines

for fines, penalties, civil or criminal sanctions or multiple, punitive or exemplary damages, unless insurable by law.

57. Unsolicited communications

arising directly or indirectly from any actual or alleged violation of:

- a. the CAN-SPAM Act of 2003 or any subsequent amendments to that Act;
- b. the Telephone Consumer Protection Act (TCPA) of 1991 or any subsequent amendments to that Act; or
- c. any other law, regulation or statute relating to unsolicited communication, distribution, sending or transmitting of any communication via telephone or any other electronic or telecommunications device.

58. Vacant premises

in respect of **INSURING CLAUSES 5** and **6**, resulting from **premises** left vacant for more than 60 consecutive days.

59. War and cyber war

arising directly or indirectly out of:

- a. **war**; or
- b. **cyber war**.

However, part b. above will not apply to:

- a. **INSURING CLAUSE 7 (SECTION B only)**; and
- b. that part of any claim relating to any **computer systems** which are physically located outside of an **impacted state**.

60. Wilful or dishonest acts of senior executive officers

arising directly or indirectly out of any wilful, criminal, malicious or dishonest act, error or omission by a **senior executive officer** as determined by final adjudication, arbitral tribunal or written admission.

CONDITIONS

1. What you must do in the event of a claim or cyber incident

If any **senior executive officer** becomes aware of any incident which may reasonably be expected to give rise to a claim under this Policy **you** must:

- a. notify the **claims managers** or **response consultants** as soon as is reasonably practicable and follow their directions (in respect of cyber incidents, a telephone call to **our cyber incident response hotline** will constitute notification). However, in respect of **INSURING CLAUSES 1** and **3** this notification must be made no later than the end of any applicable extended reporting period;
- b. in respect of **INSURING CLAUSE 3**, retain evidence relating to the incident, including any samples and test records; and
- c. in respect of **INSURING CLAUSES 5** and **7 (SECTION D only)**, report the theft or incident as soon as is reasonably practicable to the appropriate law enforcement authorities and provide **us** with a copy of this report on **our** request; and
- d. not admit liability for or settle or make or promise any payment or incur any **costs and expenses** without **our** prior written agreement (which will not be unreasonably withheld).

Due to the nature of the coverage offered by this Policy, any unreasonable delay by **you** in notifying the **claims managers** or **response consultants** of the above could lead to the size of the claim increasing or to **our** rights being restricted. **We** will not be liable for that portion of any claim that is due to any unreasonable delay in **you** notifying the **claims managers** or **response consultants** in accordance with this Condition.

In respect of **INSURING CLAUSE 1**, if **you** notify an incident that **we** agree is reasonably expected to give rise to a **claim**, **we** will accept any **claim** that arises out of the incident as being notified under this Policy.

We require **you** to provide full details of the incident, including but not limited to:

- a. the time, place and nature of the incident;
- b. the manner in which **you** first became aware of this incident;
- c. the reasons why **you** believe that this incident could give rise to a claim under this Policy;
- d. the identity of the potential claimant; and
- e. an indication as to the size of the claim that could result from this incident.

In respect of **INSURING CLAUSE 7**, if **you** discover a **cyber event** **you** may only incur costs without **our** prior written consent within the first 72 hours following the discovery and any

third party costs incurred must be with a **company** forming part of the approved **claims** panel providers. All other costs may only be incurred with the prior written consent of the **claims managers** (which will not be unreasonably withheld).

2. Agreement to pay claims (duty to defend)

We have the right and duty to take control of and conduct in **your** name the investigation, settlement or defence of any **claim**. **We** will not have any duty to pay **costs and expenses** for any part of a **claim** that is not covered by this Policy.

You may ask the **claims managers** to consider appointing **your** own lawyer to defend the **claim** on **your** behalf and the **claims managers** may grant **your** request if they consider **your** lawyer is suitably qualified by experience, taking into account the subject matter of the **claim**, and the cost to provide a defence.

We will endeavour to settle any **claim** through negotiation, mediation or some other form of alternative dispute resolution and will pay on **your** behalf the amount **we** agree with the claimant. If **we** cannot settle using these means, **we** will pay the amount which **you** are found liable to pay either in court or through arbitration proceedings, subject to the **limit of liability**.

We will not settle any **claim** without **your** consent. If **you** refuse to provide **your** consent to a settlement recommended by **us** and elect to continue legal proceedings in connection with the **claim**, any further **costs and expenses** incurred will be paid by **you** and **us** on a proportional basis, with 50% payable by **us** and 50% payable by **you**. As a consequence of **your** refusal, **our** liability for the **claim**, excluding **costs and expenses**, will not be more than the amount for which the **claim** could have been settled.

3. Allocation

In the event a claim includes both allegations, persons or matters that are covered under this Policy and allegations, persons or matters that are not covered under this Policy, then **you** and **we** will need to agree a fair and reasonable allocation of this claim, including any **costs and expenses**, judgment or settlement amount.

If **you** and **we** cannot agree a fair and reasonable allocation an **independent expert** will be appointed to determine the allocation. The cost of the **independent expert** will be paid for by **us**. Their determination will be based upon written submissions only and will be final and binding. The **independent expert** will be mutually agreed between **you** and **us** but if **you** and **we** cannot agree on the **independent expert** then the matter will be referred to mediation or arbitration in accordance with **CONDITION 8**.

4. Calculation of business interruption losses

Following an interruption to **your** business activities covered under **INSURING CLAUSES 6** or **7** (**SECTION F** only), **you** must provide **us** with **your** calculation of the loss including:

- a. how the loss has been calculated and what assumptions have been made; and
- b. supporting documents including account statements, sales projections and invoices.

5. Cancellation

This Policy may be cancelled with 30 days written notice by either **you** or **us**.

If **you** give **us** notice of cancellation, the return **premium** will be in proportion to the number of days that the Policy is in effect. However, if **you** have made a claim under this Policy there will be no return **premium**.

If **we** give **you** notice of cancellation, the return **premium** will be in proportion to the number of days that the Policy is in effect.

We also reserve the right of cancellation in the event that any amount due to **us** by **you** remains unpaid more than 60 days beyond the **inception date**. If **we** exercise this right of cancellation it will take effect from 14 days after the date the written notice of cancellation is issued.

The Policy Administration Fee will be deemed fully earned upon inception of the Policy.

6. Changes to contract manufacturers you must tell us about

If **you** change any **third party** contract manufacturer who manufactures, bottles, packages, labels or provides any other service on **your** behalf relating to the **insured products** during the **period of the policy** then **you** must notify **us** as soon as is reasonably practicable, but in any event no later than 30 days.

In this event, **we** reserve the right to amend the terms and conditions of the Policy or charge an additional **premium**.

7. Cross liability and severability

In respect of **INSURING CLAUSES 1** and **2** only, where there is more than one entity insured under this Policy, and subject to the **limit of liability**, any **claim** made by one insured entity against another insured entity will be treated as if they are a **third party** and knowledge possessed by one insured entity will not be imputed to any other insured entity.

8. Dispute resolution

All disputes or differences between **you** and **us** will be referred to mediation or arbitration and will take place in the country of registration of the company named as the insured in the Schedule.

In respect of any arbitration proceeding **we** will follow the applicable rules of the arbitration association in the country where the company stated as the insured in the Schedule is registered, the rules of which are deemed incorporated into this Policy by reference to this Condition. Unless the applicable arbitration association rules state otherwise, a single

arbitrator will be appointed who will be mutually agreed between **you** and **us**. If **you** and **we** cannot agree on a suitable appointment then **we** will refer the appointment to the applicable arbitration association.

Each party will bear its own fees and costs in connection with any mediation or arbitration proceeding but the fees and expenses of the arbitrator will be shared equally between **you** and **us** unless the arbitration award provides otherwise.

Nothing in this Condition is intended to remove **your** rights under **CONDITION 19**. However, if a determination is made in any mediation or arbitration proceeding, **CONDITION 19** is intended only as an aid to enforce this determination.

9. Establishing loss of contents

If **you** make a claim under this Policy for loss of **contents**, **you** must reasonably establish how and when the incident took place.

10. Fraudulent claims

If **you** notify **us** of any claim knowing it to be false or fraudulent in any way, **we** will have no responsibility to pay that claim and reserve the right to void this Policy from the date of the fraudulent act. If **we** exercise this right **we** will not be liable to return any **premium** to **you**. However, this will not affect any claim under this Policy which has been previously notified to **us**.

11. Mergers and acquisitions

During the **period of the policy**, if **you** acquire another entity's assets or liabilities in an amount greater than 20% of **your** assets or liabilities as listed in **your** most recent financial statement then **you** will have no coverage under this Policy for any claim that arises directly or indirectly out of the acquired entity unless **you** give **us** written notice within 60 days of the completion of the acquisition, obtain **our** written agreement to extend coverage, and agree to any additional **premium** and terms of coverage required by **us**.

If during the **period of the policy** **you** consolidate, merge with or are acquired by another entity then all coverage under this Policy will terminate at the date of the consolidation, merger or acquisition unless **we** have issued an endorsement extending coverage, and **you** have agreed to any additional **premium** and terms of coverage required by **us**.

12. Extended reporting period

An extended reporting period of 60 days following the **expiry date** will be automatically granted at no additional premium. This extended reporting period will cover, subject to all other terms, conditions and exclusions of this Policy:

- a. in respect of **INSURING CLAUSE 1**, claims first made against **you** during the **period of the policy** and reported to **us** during this extended reporting period;

- b. in respect of **INSURING CLAUSE 3**, a product recall event occurring during the **period of the policy** and reported to **us** during this extended reporting period;
- c. in respect of **INSURING CLAUSE 7**, any **cyber event** first discovered by **you** during the **period of the policy** and reported to **us** during this extended reporting period; and
- d. circumstances that a **senior executive officer** became aware of during the **period of the policy** and reported to **us** during this extended reporting period.

No claim will be accepted by **us** in this 60 day extended reporting period if **you** are entitled to indemnity under any other insurance, or would have been entitled to indemnity under such insurance but for its exhaustion.

13. Optional extended reporting period

If **we** or **you** decline to renew or cancel this Policy then **you** will have the right to have issued an endorsement providing an optional extended reporting period for the duration stated in the Schedule which will be effective from the cancellation or non-renewal date.

This optional extended reporting period will cover, subject to all other terms, conditions and exclusions of this Policy:

- a. in respect of **INSURING CLAUSE 1**, any **claim** first made against **you** and reported to **us** during this optional extended reporting period, provided that the **claim** arises out of **bodily injury** or **property damage** caused prior to the date of cancellation or non-renewal; and
- b. in respect of **INSURING CLAUSE 7**, any **cyber event** first discovered by **you** during this optional extended reporting period, provided that the **cyber event** first occurred during the **period of the policy**.

If **you** would like to purchase the optional extended reporting period **you** must notify **us** and pay **us** the optional extended reporting period **premium** stated in the Schedule within 30 days of cancellation or non-renewal.

The right to the optional extended reporting period will not be available to **you** where cancellation or non-renewal by **us** is due to non-payment of the **premium** or **your** failure to pay any amounts in excess of the applicable **limit of liability** or within the amount of the applicable **deductible** as is required by this Policy in the payment of claims.

At the renewal of this Policy, **our** quotation of different **premium, deductible**, limits of liability or changes in policy language will not constitute non-renewal by **us**.

14. Our rights of recovery

If **we** make any payment under this Policy and **you** have any right of recovery against a **third party** in respect of this payment, then **we** will maintain this right of recovery. **You** will do whatever is reasonably necessary to secure this right and will not do anything after the event which gave rise to the claim to prejudice this right.

We will not exercise any rights of recovery against any **employee**, unless this is in respect of any fraudulent or dishonest acts or omissions as proven by final adjudication, arbitral tribunal or written admission by the **employee**.

Any recoveries will be applied as follows:

- a. towards any recovery expenses incurred by **us**;
- b. then to **us** up to the amount of **our** payment under this Policy, including **costs and expenses**;
- c. then to **you** as recovery of **your deductible**.

15. Prior subsidiaries

Should an entity cease to be a **subsidiary** after the **inception date**, cover in respect of the entity will continue as if it was still a **subsidiary** during the **period of the policy**, but only in respect of an event occurring prior to the date that it ceased to be a **subsidiary**.

16. Process for paying privacy breach notification costs

Any **privacy breach** notification transmitted by **you** or on **your** behalf must be done with **our** prior written consent. **We** will ensure that notification is compliant with any legal or regulatory requirements and contractual obligations. No offer must be made for financial incentives, gifts, coupons, credits or services unless with **our** prior written consent which will only be provided if the offer is commensurate with the risk of harm.

We will not be liable for any portion of the costs **you** incur under **INSURING CLAUSE 7 (SECTION C)** only) that exceed the costs that **you** would have incurred had **you** gained **our** prior written consent. In the absence of **our** prior written consent **we** will only be liable to pay **you** the equivalent cost of a notification made using the most cost effective means permissible under the governing law.

17. Sanctions suspension

It is a condition under this Policy that the provision of cover, the payment of any claim and the provision of any benefit will be suspended, to the extent that the provision of the cover, payment of the claim or provision of the benefit would expose **us** to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, Canada, the European Union, United Kingdom or United States of America. The suspension will continue until such time **we** would no longer be exposed to the sanction, prohibition or restriction.

18. Your duty of disclosure

It is **your** duty to provide **us** with all information which may be material to the cover provided to **you** under this Policy. Failing this, **you** must provide sufficient information to put **us** on notice that **we** should make further enquiries in order to reveal material matters. A matter is

material if it would influence a prudent insurer as to whether to accept the risk, the terms of cover provided or the amount of the premium charged.

In the event of any non-disclosure or misrepresentation by **you** of the information **you** provided prior to commencement of this Policy, including representations made in any application document or other material submitted during the underwriting process, the following remedies will be available to **us** based upon what **we** would have done had the information been disclosed or not misrepresented:

- a. if **we** would have issued this Policy on different terms, **we** have the right to amend the terms and conditions of this Policy effective from the **inception date**;
- b. if **we** would have issued this Policy on the same terms but charged a higher premium, **we** have the right to reduce proportionately the amount to be paid on any claim under this Policy and if applicable, the amount already paid on prior claims under this Policy. The amount will be reduced by applying a percentage that has been calculated using the following formula: $(\text{premium actually charged} / \text{higher premium}) \times 100$; or
- c. if **we** would not have issued this Policy, treat this Policy as if it had not existed and return any paid premium.

19. Choice of law and jurisdiction

This policy will be interpreted under, governed by and construed in all respects in accordance with the law of the jurisdiction of the place of registration of the company stated as the insured in the Schedule and **we** and **you** agree to submit to the exclusive jurisdiction of the courts within the territorial limits and jurisdiction of the place of registration of the company stated as the insured in the Schedule.