

Supplementary Product Disclosure Statement

The information in this Supplementary PDS updates and should be read with the last Product Disclosure Statement (ACS Mutual PDS 31 March 2021) you received for the Protection specified in your Protection Schedule - and any other applicable Supplementary Product Disclosure Statements. This SPDS was prepared on 30/09/2022.

TABLE OF CONTENTS

SECTION 1 MUTUAL PROTECTION	2
SECTION 2 GENERAL DEFINITIONS	3
SECTION 3 EXCLUSIONS	7
SECTION 4 CLAIMS CONDITIONS	9
SECTION 5 GENERAL CONDITIONS	13
PRIVACY STATEMENT	17

SECTION 1

MUTUAL PROTECTION

In consideration of the payment of or agreement to pay the contribution by the Member, the Mutual will pay, in excess of the applicable Retention or Waiting Period and subject to the Retroactive Date the following:

- 1.1 Loss in respect of any Claim first made against the Member and reported to the Mutual during the Period of Protection;
- 1.2 Business Interruption Loss resulting from a Business Interruption Event first occurring during the Period of Protection;
- 1.3 Remediation Costs incurred by the Member following an actual or threatened Data Liability Event, Media Liability Event, Network Security Event or Business Interruption Event discovered and reported to the Mutual during the Period of Protection;
- 1.4 Loss in respect of any Claim first made against the Member resulting from a Media Liability Event and reported to the Mutual during the Period of Protection.

1.5 Social Engineering, Phishing & Cyber Fraud

Part A: Direct Financial Loss of the Member

The Mutual will pay for Direct Financial Loss resulting from:

- a) Social Engineering Fraud;
- b) Phishing;
- c) Phreaking; or
- d) Cyber Fraud,

first occurring and reported to the Mutual during the Period of Protection.

Part B: Legal Liability to Others

The Mutual shall pay for Loss which the Member is legally liable to pay as a result of a Claim arising from:

- a) Social Engineering Fraud;
- b) Phishing; or
- c) Cyber Fraud

first made against the Member and reported to the Mutual during the Period of Protection.

SECTION 2

GENERAL DEFINITIONS

- 2.1 Business Interruption Event means:
- a) Unauthorised Access
 - b) any damage to the Member's Data and/or programs, or;
 - c) any system outage, network interruption, or degradation of the Member's network.
- 2.2 Business Interruption Loss means the Member's loss of net income (net profit or loss before income taxes) plus the expenses necessary to maintain the operation, including payroll; functionality or service of the Member's business, as the result of a Business Interruption Event;
- a) after the Waiting Period;
 - b) during the system outage, network interruption or degradation of the network, and;
 - c) until the date on which the business is restored to the same or equivalent condition, functionality and service that existed prior to the Loss, however not exceeding 4 months from the date on which the outage, interruption or degradation first occurred, such period not to be limited by the expiration of the Period of Protection.
- Business Interruption Loss shall also include costs to avoid or mitigate the effects of a system outage or network interruption, discover and minimise such interruption or degradation of the network, preserve evidence and substantiate the Member's loss.
- 2.3 Claim means any written demand, notice before action or civil, criminal, judicial, administrative, regulatory or arbitral proceeding against the Member seeking compensation or other legal remedy directly or indirectly related to any Data Liability Event, Media Liability Event or a Network Security Event
- 2.4 Credit Monitoring Costs means reasonable fees, costs and expenses for the monitoring services of identity or credit theft including the purchase of identity theft Protection for a period of 12 months from the date of any Data Liability Event, Network Security Event, or Business Interruption Event or as required by any legislation.
- 2.5 Cyber Extortion Costs means reasonable fees, costs and expenses and monies paid with the Mutual's prior consent to meet, terminate or mitigate any credible threat of a Business Interruption Event, Data Liability Event or Network Security Event resulting from an actual or attempted extortion by a third party.
- 2.6 Data means any electronic or non-electronic forms of data held by the Member, or data held on behalf of the Member by either an outsourcer, or cloud service provider for which the Member is legally liable.
- 2.7 Data Liability Event means:
- a) the loss or suspected loss of any third party non-public Data or information for which the Member is legally responsible, on a network owned or operated by a Member; or the network of an outsourcer or cloud service;
 - b) the breach of any privacy legislation worldwide by the Member or person or entity, for whom the Member is legally responsible.

- 2.8 Data Restoration Costs means reasonable fees, costs and expenses for the restoration and/or replacement of Data and/or programs that have been lost or damaged, and costs to prevent, minimise, or mitigate any further damage and preserve critical evidence of criminal or malicious wrongdoings. These costs include the cost of purchasing replacement licenses for programs where necessary.
- 2.9 Defence Costs means reasonable fees, costs and expenses (including but not limited to lawyers' fees and experts' fees) incurred by the Member relating to the defence, settlement or appeal of a Claim.
- 2.10 Forensic Costs means reasonable fees, costs and expenses to investigate the cause, scope and extent of any Data Liability Event, Business Interruption Event or Network Security Event.
- 2.11 Member means the Protection holder and any subsidiary as listed with the company and any current, future or former employee (including directors and officers) of the Protection holder or any subsidiary.
- 2.12 Mutual means Grand Isle Pty Ltd, ACN 107 553.
- 2.13 Legal Representation Expenses means reasonable fees, costs and expenses incurred to obtain legal advice or representation to protect the Member's interests. Legal Representation Expenses shall include the costs associated with the investigation, adjustment and defence of regulatory proceedings.
- 2.14 Loss means judgments, settlements, awards, and costs, including, without limitation, damages, consumer redress funds, fines, penalties and punitive and exemplary damages in respect of a Claim. Loss shall also include Defence Costs, Legal Representation Expenses, Business Interruption Loss and Remediation Costs..
- Notwithstanding the above, Loss shall not include any amount which is not able to be protected according to the law applicable to the Claim. Enforceability of this paragraph shall be governed by such applicable law that most favours coverage.
- 2.15 Malware means any code designed to:
- a) erase or corrupt Data;
 - b) damage or disrupt any network or system;
 - c) circumvent any network security product or service.
- 2.16 Material means media content, advertising and written, printed, video, electronic, digital, or digitalised content, of;
- a) broadcasts, including, broadcasts via television, motion picture, cable, satellite television, radio, wireless devices or the internet;
 - b) publications, including publications via newspaper, newsletter, magazine, book and other literary, monograph, brochure, directory, music, directories, electronic, screen play, film script, playwright and video publications publishing including the researching, preparation, serialisation, exhibition or distribution of publishing materials; or
 - c) advertising, graphic design, design of logos or trademarks, purchasing of advertising time and space, market research, public relations, direct mailing, design of games, competitions or special offers.

- 2.17 Media Liability Event shall include the costs associated with a Loss arising out of an actual or alleged act, error, misstatement, misleading statement or omission by a Member in connection with the collection, creation, release, printing, broadcasting, or distribution of Material that results in:
- a) an infringement of copyright, title, slogan, trademark, trade name, infringement of domain name;
 - b) plagiarism, piracy or misappropriation or theft of ideas;
 - c) any false light, public disclosure or private facts, defamation committed without malice by reason of words written, spoken or broadcasted, including without limitation, emotional distress or mental anguish in connection with such conduct; or
 - d) an intrusion, invasion of privacy, wrongful entry or eviction, trespassing or eavesdropping.
- 2.18 Network Security Event means:
- a) the negligent or inadvertent transmission of any Malware;
 - b) negligent or inadvertent failure to secure the Member's computer system or network that results in Unauthorised Access;
 - c) the hacking of the Member's telephone system by a third party;
 - d) fraudulent electronic communications or websites by a third party intended to impersonate the Member and or the Member's product.
- 2.19 Notification Costs means 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.
- 2.20 Period of Protection means the period specified in the Schedule.
- 2.21 Protection holder means the organisation named in the Schedule.
- 2.22 Public Relations Costs means reasonable fees, costs and expenses for obtaining advice and support to protect, or mitigate any damage to, the Member's reputation.
- 2.23 Remediation Costs means any:
- a) Credit Monitoring Costs;
 - b) Cyber Extortion Costs;
 - c) Data Restoration Costs;
 - d) Forensic Costs;
 - e) Legal Representation Expenses;
 - f) Notification Costs;
 - g) Public Relations Costs
- Incurred by the Member.
- 2.24 Retention means the amount stated in the Schedule.
- 2.25 Retroactive Date means the date specified the Schedule but no earlier than the commencement of the Member's business and only while in the course of the Member's business.

- 2.26 Unauthorised Access means use of the Member's computer system or network infrastructure by any person or persons not authorised to do so, including Employees. Unauthorised Access shall also include Loss associated with the unauthorised acquisition, access, use or disclosure of the Member's Data.
- 2.27 Waiting Period means the number of hours stated in the Schedule.
- 2.28 Social Engineering Fraud means impersonation by any means of a Member, client or customer of the Member or a party with which the Member has a Contract, by a third party to manipulate a Member to issue an instruction to a financial institution to debit, pay, deliver or transfer money or securities from an account maintained by the Member to that third party or another person or entity and includes a third party acting in collusion with a Member provided that the Member issuing the instruction was not a party to the collusion.
- 2.29 Member means an employee, director, officer or agent of the Member who is authorized to either give or implement instructions for the debiting, payment, delivery or transfer of money or securities from an account maintained by the Member.
- 2.30 Phishing means the fraudulent use of electronic communications or websites to impersonate the Member, its products or services for the purpose of soliciting personal, confidential or commercial information about the customers or clients of the Member.
- 2.31 Phreaking means the unauthorised and malicious use of the telephone system of the Member which results in unauthorised charges or bandwidth costs which the Member is legally liable to pay.
- 2.32 Contract means a written contract for the sale or purchase of goods or provision of services.
- Cyber Fraud means an intentional, unauthorized and fraudulent instruction to a financial institution to debit, pay, deliver or transfer money or securities, but was in fact fraudulently transmitted by a third party without the knowledge or consent of the Member.
- Direct Financial Loss means financial loss suffered by the Member including:
- a) loss of the Member's money or securities caused by Social Engineering Fraud or Cyber Fraud provided such loss is not recoverable from any financial institution or any other source;
 - b) The cost of reimbursing the Member for its direct financial loss arising from Phishing or Phreaking;
 - c) Legal Representation Costs; and
 - d) Public Relations Costs arising from Phishing.
- Loss means judgements, settlements, awards and costs in respect of a Claim.
- Claim means any written demand for compensation.

SECTION 3

EXCLUSIONS

The Mutual shall not be liable to make any payment or provide any benefit or service in respect of any Claim or Loss:

- 3.1 for death, bodily injury or loss of or damage to tangible property, however this exclusion shall not apply to mental anguish or mental injury as a result of a Data Liability Event, Media Liability Event, Business Interruption Event or Network Security Event. For the avoidance of doubt Data in any electronic format is not tangible property.
- 3.2 arising from, attributable to, or based upon any fact or circumstance known to the Member prior to the Period of Protection.
- 3.3 arising from, attributable to or based upon any intentional, criminal or fraudulent acts by the Member. The acts, knowledge or conduct of any Member shall not be imputed to any other Member for the purposes of applying this exclusion. For the sake of clarity, this exclusion will only apply where it is established by an admission of such Member, consultant, sub-contractor or agent or by a judgment, award, finding or other adjudication of a court, tribunal, commission, or arbitrator that such conduct did in fact occur.
- 3.4 arising from any failure or outage in, or disruption of power, utility services, satellites, or telecommunications external services not under the direct operational control of the Member.
- 3.5 arising from any physical act of war, invasion, or warlike operations.
- 3.6 arising from any bankruptcy, liquidation or insolvency of the Member or any other person, including a business process outsourcer.
- 3.7 to the extent that such cover, payment, service, benefit and/or any business or activity of the Member would violate any applicable trade or economic sanctions or any law or any regulation worldwide. This provision overrides all other terms of this protection.
- 3.8 arising from the upgrading or betterment of any application, system or network of the Member.
- 3.9
 - a) brought against a Director or Officer of the Member, in their capacity as such;
 - b) arising from any obligation owed by the Member as an employer or potential employer to any Employee, including claims for wrongful dismissal, unfair dismissal or under any contract of employment or under any retainer with any consultant or under any training contract;
 - c) whether from any Employee or not, alleging sexual, racial or other harassment and/or sexual molestation, and/or sexual, and/or racial and/or disability, and/or sexual orientation, and/or religious and/or age discrimination or victimisation, or discrimination or victimisation of any other kind.
- 3.10
 - a) directly or indirectly, arising out of, or resulting from, asbestos or any actual or alleged asbestos related loss injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure to asbestos;

- b) arising from, based upon, attributable to or as a consequence of, whether direct or indirect, or in any way involving:
 - i) ionising radiation or contamination by radioactivity or from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - ii) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or component thereof.
- c) arising out of, based upon, attributable to, as a consequence or in any way involving directly or indirectly the actual, alleged or threatened discharge, dispersal, release or escape of pollutants;
- d) arising from, based upon, attributable to or as a consequence of any electromagnetic field, electromagnetic radiation or electromagnetism, which terms are defined as follows;
 - i) electromagnetic field means any field of force that is made up of associated electric and magnetic components;
 - ii) electromagnetic radiation means any succession of electromagnetic waves;
 - iii) electromagnetism means magnetism that is developed by a current of electricity.

SECTION 4

CLAIMS CONDITIONS

4.1

Notification

All notifications of a Claim or Loss shall be made to ACS Mutual as soon as reasonably practicable after the Member has become aware of such Claim or Loss. The Member shall provide such information and documentation relating to a Claim or Loss as the Mutual or its appointed representative reasonably require.

If the Mutual does not renew or replace this protection, other than for non-payment of contributions or any other breach of the terms of this protection by a Member, the Member shall have the right to a period of 60 days following the date of cancellation or expiry in which to give notice of any covered Claim first made against the Member. This shall not apply if this protection or its cover has been replaced.

All notifications of a Claim or Loss made by the Member its representative shall also be deemed a notification of a Claim or Loss to the Mutual. For the purposes of this protection, Clyde and Co. has been appointed as the Cyber & Privacy Incident Response Manager, in the event that a Claim or Loss is notified under this protection. In the event of a Claim or Loss, please phone ACS Mutual in the first instance on:

(03) 9811 9811

0418 448 548 After hours

4.2

Social Engineering, Phishing & Cyber Fraud

It is a condition precedent to cover under the Protection that the Member maintains procedures:

- a) for the provision of written training materials to all Employees regarding the dangers of Social Engineering Fraud, Phishing, Phreaking and Cyber Fraud which incorporate regular review;
- b) for changing passwords for all online accounts and banking platforms maintained by the Member at least every 45 days and that the password protocols accord with industry best practice, or adopts two factor authentication;
- c) which prevent any one Member Person to pay, deliver or transfer money or securities valued at more than \$2,000 from an account maintained by the Member without a second Member Person co authorising such transaction.

4.3

Continuous Cover

Notwithstanding Exclusion 3.2, the Mutual agrees to provide cover in respect of any Claim made against the Member in the Period of Protection, where the Member:

- a) first became aware, prior to the Period of Protection, that a Claim might or could arise from facts or circumstances known to it; and
- b) had not notified the Mutual of such facts or circumstances prior to the Period of Protection

Provided that

- i) the Mutual was the Cyber Liability and Privacy Protection provider of the Member when the Member first became aware of such facts or circumstances and have continued, without interruption to be the Members Cyber Liability and Privacy Protection provider until this protection came into effect and
- ii) there has not been any fraudulent non-disclosure or fraudulent misrepresentation by a Member in respect of such facts or circumstances and
- iii) the Mutual has the discretion to apply either the terms and conditions of the protection on foot when the Member first became aware of the facts and circumstances, including but not limited to the Limit of Protection and Retention, or the terms and conditions of this cover.

4.4

Co-operation

- a) The Member must, at the Member's own cost, frankly and honestly provide the Mutual with all information, documentation, evidence and assistance reasonably required by the Mutual and/or any lawyers, investigators or other professionals, who may be appointed by the Mutual.
- b) The Member must, at their own cost, do all things reasonably practicable to minimise any loss, including but not limited to the Member's liability in respect of any Claim.
- c) Each Member must provide the Mutual, at their own cost, with all information, assistance and cooperation which the Mutual reasonably require, and in the event of a Claim or potential Claim, each Member agrees that they will not do anything that could potentially prejudice the Mutual's position or our potential or actual rights of recovery.
- d) No Member may settle any Claim or incur any Defence Costs or assume any contractual obligation or admit any liability nor consent to any judgment with respect to any Claim without the Mutual's prior written consent.

4.5

Allocation

The Mutual's liability under this protection is limited to the proportion of Loss, Defence Costs and other costs, which is a fair and equitable allocation as between:

- a) covered and uncovered parties; and/or
- b) covered and uncovered matters;

having regard to the relative legal and financial exposures attributed to the covered and uncovered matters and/or parties. Only Loss, Defence Costs and other costs incurred by covered parties in relation to covered matters will be covered by this protection, and is subject always to the terms and conditions of this protection.

The Mutual will use best endeavours to agree upon a fair and equitable allocation of the proportion covered under this protection, having regard to the relative legal and financial exposures attributable to covered and uncovered matters and/or parties.

If an allocation cannot be agreed then it will be determined by a suitably qualified Senior Counsel to be mutually agreed upon or, in default of agreement, to be nominated by the then President of the Bar Association of the jurisdiction in which the protection was underwritten. The Senior Counsel will make a determination as an expert based on the relative legal and financial exposures attributable to covered and uncovered matters and/or parties. Submissions made to the Senior Counsel will be in writing. Pending Senior Counsel's determination the Mutual will meet the Loss, Defence Costs and other costs on an interim basis at the percentage at which the Mutual contends they should be fairly and equitably allocated. After the allocation has been determined or agreed, such allocation will be applied retrospectively. The parties agree to be bound by the Senior Counsel's determination. The costs of any referral for determination to a Senior Counsel under this clause will be borne by the Mutual.

4.6

Defence Costs and Legal Representation Expenses

The Member where practicable shall obtain the prior written consent of the Mutual before incurring Defence Costs, such consent not to be unreasonably withheld or delayed. The Mutual undertakes to respond within 7 working days of receipt of a request for such consent in relation to a notified Claim.

Subject to the Member's compliance with Claims Conditions 4.1 and 4.3 the Mutual agrees to advance Defence Costs on an on-going basis and prior to the final disposition of a Claim.

4.7

Subrogation & Recoveries

Where the Mutual has paid any amount of Loss under the protection, the Mutual becomes entitled to assume any rights available to the Member against any party to the extent of the Mutual's payment. On the Mutual's request, the Member must assign all rights of recovery against any person or entity, but only to the extent that payment has been made under the protection.

The Member must, at its own cost, assist the Mutual and provide information as the Mutual reasonably requires, to exercise the Mutual's rights of recovery and/or subrogation. This may include providing and signing statements and other documents and the giving of evidence.

Where a recovery is made, the proceeds of such a recovery will be applied as follows:

- a) firstly, to the satisfaction of all costs incurred in effecting the recovery
- b) secondly, to the Member for the amount of loss in excess of the limit of liability specified in the schedule which is also in excess of any excess Protection purchased over this policy
- c) thirdly, to us and any Reinsurance(s) amounts paid under the protection and such excess policies
- d) finally, to the Member for the amount paid in respect of the Retention.

4.8

Related Claims

Any Claim(s) or Loss(es) under all applicable sections of this protection, directly or indirectly arising out of or in any way connected with the same originating cause or event, will be deemed to be a single protection claim, reported at the date of the first such protection claim. Any Claim(s) or Loss(es) under

ACS Mutual

Cyber Liability and Privacy Protection



all applicable sections of this protection, triggering more than one coverage section, will be deemed to be a single protection claim, and only one Retention shall apply, except in respect of a Business Interruption Loss where one Waiting Period shall apply.

SECTION 5

GENERAL CONDITIONS

The following General Conditions apply to all protections purchased and shown as having been purchased in the schedule.

Each protection purchased is to be read and interpreted as a separate contract of Protection with its own separate limit of liability, unless specified otherwise in the schedule.

5.1

Interpretation

Words and phrases appearing in bold text and where used in a protection, have the meaning defined in that protection or protections purchased by the Member as shown in the schedule.

To the extent that there are any inconsistencies between the protection wording and this General Conditions Section, the terms and conditions contained in the protection wording will prevail.

In the protection:

- a) the singular includes the plural and the masculine includes the feminine;
- b) the headings are for descriptive purposes only; and
- c) in the event that any portion of the protection is found to be invalid or unenforceable, the remainder will remain in full force and effect.

5.2

Goods & Services Tax

The Mutual will charge an appropriate amount to the Member on account of GST.

It is the duty of the Member to inform the Mutual whether or not it is entitled to an Input Tax Credit in relation to any amounts claimed under this policy.

The Mutual's liability to pay loss under this protection will be calculated having regard the Member or any other Member's entitlement to claim an Input Tax Credit.

No payment will be made to the Member, for any GST liability on account of a covered Claim.

GST, Goods & Services Tax and Input Tax Credit have the meanings attributed to them under the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

5.3

Alteration to Risk

The Member must notify the Mutual in writing as soon as practicable of any material alteration to the risk during the Period of Protection including:

- a) The Member going into voluntary bankruptcy, administration, receivership or liquidation; or
- b) The Member failing to pay debts as and when those debts become due; or
- c) The Member breaching any other obligation giving rise to the appointment of a receiver or the commencement of bankruptcy or winding up proceedings.

If the Member fails to do this, then the Mutual may be entitled to reduce its liability in whole or in part under this protection in respect of a Claim or the Mutual may cancel the protection. If the Member's non-disclosure is fraudulent, the Mutual may also have the option of avoiding the protection from its beginning.

5.4 **Change of Control**

If during the Period of Protection any other person, group or entity acquires control of more than 50% of the issued share capital of the Member or of the composition of the board of the Member, the cover provided by this protection shall be restricted so as to apply only to Claims in respect of Business Interruption Events, Data Liability Events, Media Liability Events or Network Security Events occurring prior to the effective date of such sale, consolidation, merger or acquisition of control, unless the Mutual has agreed to extend coverage under the protection and the Member has agreed to the terms of any such extension of coverage.

5.5 **Assignment**

This protection and any rights under it cannot be assigned without the written consent of the Mutual.

5.6 **Cancellation**

The Member may cancel any protection at any time by providing the Mutual with a minimum of 14 days written notice.

The Mutual may only cancel the protection for non-payment of contributions.

Provided that there have been no Claims or notifications made on or under the protection, the Mutual agrees to allow a refund of contributions calculated on a pro-rata basis, provided that the Mutual will always retain a minimum of 25% of the full annual amount.

5.7 **Choice of law**

This protection, including its construction, application and validity, is governed by the laws of the Commonwealth of Australia and/or the State or the Territory of Australia where the protection was issued. Any dispute relating to protection interpretation will be submitted to the exclusive jurisdiction of the Courts of the State or Territory where the protection was issued.

5.8 **Limit of Liability**

The limit of liability shown in Item 3 of the Schedule is the maximum amount the protection will pay, including Defence Costs, irrespective of the number of Claim(s).

5.9 **Satisfying the Retention**

The Mutual will not make any payment, including any Defence Cost payment, toward any portion of any Claim unless the Member pays the applicable Retention. The Member may not insure the Retention, and neither sums paid toward uncovered portions of Claims nor payments the Member recovers from another insurer/Mutual or indemnifying party will erode the Retention.

5.10 **Other Protection**

This Protection will only cover Loss to the extent that the amount of such Loss is in excess of any indemnity or cover available to the Member in respect of that Loss under the Other Protection listed in the schedule.

5.11 **Confidentiality**

The Member must not disclose, either personally or through any person or entity acting on the Member's behalf or at the Member's direction, to any third party:

- a) the existence of this protection;
- b) the nature of the indemnity provided;
- c) the limit of liability; or
- d) the amount of premium paid.

However, the Member may disclose the above matters to the extent that:

- a) the Member is required to do so by the law; or
- b) the Mutual consents to the disclosure in writing.

5.12 **Several Liability of Underwriters**

The obligations of the Underwriters named in the Schedule, where there is more than one Underwriter named, are several and not joint and are limited solely to the extent to their individual subscriptions to this protection. No subscribing Underwriter is responsible for the subscription of any co-subscribing Underwriter who, for any reason does not satisfy all or part of its obligations.

5.13 **Currency**

Any reference to premium, limit of liability, retentions, Loss, Defence Costs, or any other amounts payable by the Mutual under this protection are expressed and are payable in Australian Dollars. Where any payment is to be made into an admitted foreign jurisdiction, such payment is to be made and denominated in Australian Dollars at the cash rate for the purchase of Australian Dollars set by the Reserve Bank of Australia as at 4.00pm on the date which the foreign payment becomes due.

5.14 **Social Engineering, Phishing and Cyber Fraud**

The cover provided is limited to \$25,000 any one claim and/loss in the aggregate for all claims and/losses made for all Direct Financial Loss (inclusive of defence costs).

It is agreed that the applicable Retention in respect of a claim made under this Endorsement is inclusive of defence costs.

Cover is part of and not in addition to the Limit of Protection.

5.15

Complaints Procedures

In the unlikely event that you have a complaint about our service, you should contact us by telephoning 1800 646 777 or in writing to the postal address in Section 1.32 of this PDS or by email to: insuranceservices@acsfm.com.au. Your complaint will be dealt with promptly and fairly.

Any complaint that is not satisfactorily resolved will be referred to the Compliance Officer in accordance with the Complaints Process available at: www.acsfm.com.au. (Go to Customer Support-Customer Forms and Policies then scroll down to "Privacy & Complaints") If you are not satisfied with the Compliance Officer's decision, you can request that the complaint be referred to the Board of Directors who are all ACSF appointees. The Board will independently assess the complaint. It will instruct the managers to implement any decision it makes to resolve the complaint satisfactorily. The Board's review will be guided by the principles of good faith, equity and merit.

If you are still unhappy with the outcome, you can choose to have the matter resolved externally. You can raise complaints about our services directly with the Australian Financial Complaints Authority (AFCA). This independent body provides its service free to you and we will abide by the outcome. The decision is not binding on you. If you wish you may decide not to accept the decision and take your own legal action against ACS Mutual.

You can contact AFCA by ringing 1800 931 678. Alternatively, you can lodge a complaint on line at the AFCA website at www.afca.org.au or submit your written complaint to AFCA at Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001.

AFCA is an external complaints resolution scheme approved by ASIC to provide free advice and assistance to consumers to help them in resolving complaints relating to members of the financial services industry.

5.16

Service of Legal Notices

The Mutual agrees that any Summons, Writ or other like legal Notice or Process, which is to be served upon the Mutual may be served upon the Mutual:

ACS Mutual Pty Ltd
431 Canterbury Road, Surrey Hills, Victoria, 3127
Telephone Number: (03) 9811 9811

If a suit is instituted against the Mutual, the Mutual will abide by the final decision of such Court or any competent Appellate Court.

Personal Accident & Illness - Pastors

Target Market Determination



Privacy Statement

At ACS Mutual Pty Ltd, we are committed to compliance with the Privacy Act 1988 (Cth). We use your personal information to assess the risk of and provide protection, and assess and manage claims. We may also use your contact details to send you information and offers about products and services that we believe will be of interest to you. If you don't provide us with full information, we may not be able to provide Protection or assess a claim. If you provide us with information about someone else you must obtain their consent to do so.

We provide your information to the Mutual we represent when we issue and administer your Protection. When providing a quotation or Protection terms, we will tell you if the Mutual is overseas and if so, where they are.

Our Privacy Policy contains information about how you can access the information we hold about you, ask us to correct it, or make a privacy related complaint. You can obtain a copy from our Privacy Officer by telephone (+61 (03) 9811 9811), email (insuranceservices@acsfinancial.com.au) or by visiting our website (www.acsfinancial.com.au).

By providing us with your personal information, you consent to its collection and use as outlined above and in our Privacy Policy.

This product is issued by Honan Insurance Group Pty Ltd (AFS Licence no. 246729, ABN 67 005 372 396) under a binding authority from the insurer, Beazley Syndicates AFB (a participant of Lloyds of London). Beazley is authorised by the Australian Prudential Regulation Authority to carry on insurance business in Australia. Please refer to the Product Disclosure Statement and consider whether this product is suitable for you before making a decision to purchase this product.