



QBE Insurance (Australia) Limited

Information and Communication Technology

Liability Insurance Policy Wording

This is an important document about insurance. It explains what is and what is not covered under the insurance policy and your and our obligations. To check the policy meets your needs, you need to understand it. If you cannot read and understand English please seek assistance from someone who can help you understand it in your preferred language.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

هذه وثيقة هامة عن التأمين، تشرح ما تغطيه بوليصة التأمين وما لا تغطيه بالإضافة إلى التزاماتنا والتزاماتك. يجب عليك فهم محتوى البوليصة حتى تتأكد من أنها نفي باحتياجاتك. إذا لم تكن تجيد قراءة الإنجليزية وفهمها، أطلب المساعدة من شخص يستطيع أن يعينك على فهم هذه الوثيقة باللغة التي تفضلها.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

Đây là một tài liệu quan trọng về bảo hiểm. Nó giải thích những gì được và những gì không được bảo hiểm theo hợp đồng bảo hiểm cũng như những nghĩa vụ của quý vị và của chúng tôi. Để kiểm tra liệu hợp đồng bảo hiểm có đáp ứng được những nhu cầu của quý vị hay không, quý vị cần phải hiểu nó. Nếu quý vị không thể đọc và hiểu tiếng Anh, vui lòng nhờ ai đó có thể giúp giải thích hợp đồng cho quý vị bằng ngôn ngữ quý vị ưa dùng.

Questo è un documento importante sull'assicurazione. Spiega cosa è e cosa non è coperto in base alla polizza assicurativa ed i tuoi ed i nostri obblighi. Per verificare che la polizza soddisfi le tue esigenze, devi capirla. Se non puoi leggere e capire l'inglese, fatti assistere da qualcuno che possa aiutarti a capirla nella tua lingua preferita.

Αυτό είναι ένα σημαντικό έγγραφο σχετικά με την ασφάλιση. Εξηγεί τι είναι και τι δεν καλύπτεται από το ασφαλιστήριο συμβόλαιο και τις δικές σας και τις δικές μας υποχρεώσεις. Για να ελέγξετε αν αυτό ανταποκρίνεται στις ανάγκες σας, πρέπει να το κατανοήσετε. Εάν δεν διαβάζετε ή δεν κατανοείτε την αγγλική γλώσσα, παρακαλείστε να ζητήσετε βοήθεια από κάποιον που μπορεί να σας βοηθήσει να το κατανοήσετε στη γλώσσα που προτιμάτε.

यह बीमा के बारे में एक महत्वपूर्ण दस्तावेज़ है। इसमें यह विवरण दिया गया है कि बीमा पॉलिसी में क्या कवर्ड (बीमे द्वारा सुरक्षित) है और क्या कवर्ड (बीमे द्वारा कवर्ड) नहीं है तथा इसमें आपके और हमारे दायित्वों के बारे में भी बताया गया है। यह जांच करने के लिए कि क्या पोलिसी आपकी आवश्यकताओं को पूरा करती है, आपको इसे समझने की आवश्यकता है। यदि आप अंग्रेज़ी पढ़ और समझ नहीं सकते/सकती हैं तो कृपया किसी ऐसे व्यक्ति से सहायता लें जो आपको इसे आपकी पसंदीदा भाषा में समझने में मदद कर सकता हो।

Este es un documento importante sobre seguros. En él se explica lo que cubre y no cubre su póliza de seguro y tanto sus obligaciones como las nuestras. Deberá entenderlo para determinar si la póliza se adapta a sus necesidades. Si no lee ni entiende inglés, solicite la ayuda de alguien que le pueda ayudar a entenderlo en su idioma.

ਇਹ ਬੀਮੇ ਬਾਰੇ ਇੱਕ ਮਹਤਵਪੂਰਨ ਦਸਤਾਵੇਜ਼ ਹੈ। ਇਸ ਵਿੱਚ ਇਹ ਵੇਰਵਾ ਦਿਤਾ ਗਿਆ ਹੈ ਕਿ ਬੀਮਾ ਪਾਲਿਸੀ ਤਹਿਤ ਕੀ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਹੈ ਅਤੇ ਕਿ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਨਹੀਂ ਹੈ ਅਤੇ ਇਸ ਵਿੱਚ ਤੁਹਾਡੀਆਂ ਅਤੇ ਸਾਡੀਆਂ ਜ਼ਿੰਮੇਵਾਰੀਆਂ ਬਾਰੇ ਵੀ ਦਸਿਆ ਗਿਆ ਹੈ। ਇਹ ਜਾਂਚ ਕਰਨ ਲਈ ਕਿ ਕੀ ਪਾਲਿਸੀ ਤੁਹਾਡੀਆਂ ਲੋੜਾਂ ਨੂੰ ਪੂਰਾ ਕਰਦੀ ਹੈ, ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਦੀ ਲੋੜ ਹੈ। ਜੇ ਤੁਸੀਂ ਅੰਗਰੇਜ਼ੀ ਪੜ੍ਹ ਤੇ ਸਮਝ ਨਹੀਂ ਸਕਦੇ ਹੋ ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਕਿਸੇ ਅਜਿਹੇ ਵਿਅਕਤੀ ਤੋਂ ਮਦਦ ਲਵੋ ਜੋ ਤੁਹਾਡੀ ਪਸੰਦੀਦਾ ਭਾਸ਼ਾ ਵਿੱਚ ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਵਿੱਚ ਮਦਦ ਦੇ ਸਕੇ।

Contents

About this Booklet	7
About QBE	7
General Information for Information and Communication Technology Liability Insurance Policy	8
General Insurance Code of Practice	8
Duty of Disclosure	8
Privacy	8
Complaints	9
Claims Made – Section A	10
Policy Terms and Conditions for Your Information and Communication Technology Liability Insurance Policy	11
Preamble	11
Insurer	11
Our Agreement	11
Section A: Policy Extensions Amount Payable Table	11
Section B: Policy Extensions Amount Payable Table	13
Section A: Errors and Omissions (Professional Indemnity)	14
Insuring Clause A	14
Insuring Clause B	14
Section A: Policy Extensions	14
Advance Payment of Costs	14
Australian Consumer Law and Similar Legislation	14
Breach of Confidential Information	14
Breach of Privacy	14
Claim Mitigation Costs	15
Continuous Cover	15
Contractual Liability	15
Court Attendance Costs	15
Defamation	15
Estates and Legal Representatives	15
Extended Notification Period	15
Fraud and Dishonesty	16
Hold Harmless	16
Implied Warranty	16
Intellectual Property	16
Investigation Costs and Expenses	16
Joint Venture	16
Loss of Data and Documents	16
Newly Created or Acquired Subsidiaries	16
Outgoing Principals and Employees	17
Patent	17
Public Relations Expenses	17
Run Off Cover	17

Social Engineering Fraud	17
Vicarious Liability	17
Section A: Optional Extensions	18
Covered Contractors	18
Licensee Intellectual Property Rights	18
USA and Canada Cover	18
Section A: Exclusions	18
Aircraft and Watercraft	18
Defamation	18
Insolvency Event	18
Non Information and Communication Technology activities	18
Occupier's Liability	19
Personal Injury	19
Pollutants	19
Prior or pending	19
Property Damage	19
Refund of Fees	19
Retroactive Date	19
Surrender	19
Trading Debts	19
Unconscionable Conduct, Restraint of Trade and Criminal Liability	19
Section A: Claims Conditions	20
Reporting and notices	20
Retroactive Date	20
Run-off cover Insured entity or subsidiary	20
Senior Counsel Clause	20
Your Right to Contest	20
Section A: Conditions	20
Limit of indemnity	20
Multiple Claims	21
Severability and Non-imputation	21
Section B: Personal Injury and Property Damage	22
Insuring Clause A	22
Insuring Clause B	22
Section B: Policy Extensions	22
Contractual Liability for Lease of Real or Personal Property	22
Joint Venture	22
Information and Communication Technology Recall	22
Pollutants	22
Property in Custody and Control	23
Tenant's liability cover	23
Vicarious Liability	23
Section B: Optional Extensions	23
Covered contractors	23
USA and Canada cover	23

Section B: Exclusions	24
Aircraft, Aircraft Products, Watercraft and Hovercraft	24
Loss of Use	24
Participation	24
Pollutants	24
Professional Liability	25
Property in Custody and Control	25
Vehicles	25
Section B: Claims Conditions	26
Cross Liability	26
Reporting and notices	26
Section B: Conditions	26
Limit of indemnity	26
Multiple Claims	26
Section C: General Exclusions	27
Asbestos	27
Assumed Duty or Obligation	27
Breach of Duty Under Corporations Law	27
Defamation	27
Faulty workmanship	27
Fines and Penalties	27
Fraud and Dishonesty	27
Infectious or Communicable Disease, Bacteria and Virus	27
Information and Communication Technology recall	28
Laws Impacting Cover	28
Nuclear	28
Obligations to Employees and Others	28
Related or Associated Entities	28
Sanctions	28
Surrender	29
Terrorism	29
War	29
Section D: Claims Conditions	30
Allocation	30
Claims Mitigation and Co-Operation	30
Contribution	30
Defence and Settlement	30
Goods and Services Tax	31
Jurisdictional cover	31
Order of Payments	31
Preventing Our Right of Recovery	31
Subrogation	31
Territorial Cover	31
Section E: General Conditions	32
Assignment of Interest	32

Cancellation	32
Deductible	32
Discharge of liabilities	32
Inspection of property	32
Insurance Contracts Act 1984	32
Material Alteration to Risk	33
Other Insurance	33
Policy Construction and Interpretation	33
Records	33
Recovery Action and Uninsured Loss	33
References to Legislation	33
Section F: Words with special meanings	34

About this Booklet

There are two parts to this booklet. The first part is Important Information about this Policy including information about how We'll protect Your privacy and how to make a complaint or access Our dispute resolution service.

The second part is Your Policy Wording which sets out the detailed terms, conditions and exclusions of the Policy.

Because We don't know Your own personal circumstances, You should treat any advice in this booklet as purely general in nature. It doesn't consider Your objectives, financial situation or needs. You should carefully consider the information provided with regard to Your personal circumstances to decide if it's right for You.

For More Information or to Make a Claim

Please take the time to read through this booklet and if You have any questions, need more information or to confirm a transaction, please contact:

- Your financial services provider. The contact details for Your financial services provider are set out in the documentation they give You.

The section titled 'Claims Conditions' in this booklet tells You the full details about what You need to do in the event of a Claim. If You'd like to make a Claim or to enquire about an existing Claim please contact:

- Your financial services provider.

About QBE

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 (QBE) is a member of the QBE Insurance Group of companies. QBE Insurance Group Limited ABN 28 008 485 014 is the ultimate parent entity and is listed on the Australian Securities Exchange (ASX: QBE). We have been helping Australians protect the things that are important to them since 1886.

QBE in the community

Premiums4Good™

We are committed to giving back to the communities that we operate in. Through Premiums4Good, we invest a portion of customer premiums into impact investments that aim to make positive environmental or social change, alongside a financial return. It's just another way we help in enabling a more resilient future.

General Information for Information and Communication Technology Liability Insurance Policy

The information contained in this part is general information only and does not form part of Your contract with Us. The policy terms and conditions in the rest of this booklet contain details of Your contract.

General Insurance Code of Practice

QBE is a signatory to the General Insurance Code of Practice (Code) and is committed to providing high standards of service. The Code covers topics like buying insurance, how claims are handled, what happens if financial hardship occurs, and complaint handling. You can read the Code at codeofpractice.com.au

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code. For more information about the Code Governance Committee please visit insurancecode.org.au

We recognise that family and domestic violence is a complex issue and We take it seriously. For more information about support, Our Family and Domestic Violence Customer Support Policy is available at qbe.com/au

Duty of Disclosure

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

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Privacy

We take the security of Your personal information seriously.

We will collect personal information directly from You when you deal with Us, or sometimes through Our agents, other companies in the QBE group or suppliers acting on Our behalf. We will only ever collect the personal information We need in order to provide Our services to You, such as issuing and administering Our products and services and processing claims. We will obtain consent before collecting sensitive information, such as health information, unless We are required or permitted by law to collect it without consent. Sometimes We may store and disclose Your personal information overseas. When We do this, We ensure Your information is retained in accordance with the Australian *Privacy Act 1988* and local privacy laws.

Our Privacy Policy describes in more detail from whom We collect personal information, as well as where We store it and the ways We could use it. You can find it at qbe.com/au/about/governance/privacy-policy

If you would like to access or correct Your personal information please contact Us at customer@qbe.com or on 1300 650 503.

Complaints

We're here to help. If You're unhappy with any of Our products or services, or the service or conduct of any of Our suppliers, please let Us know and We'll do Our best to put things right.

Step 1 – Talk to Us

Your first step is to get in touch with the team looking after Your Policy, direct debit, or claim. You'll find their contact details on Your policy documents, letters, or emails from Us.

Please provide Our team with as much information as possible so they can try to fix the problem quickly and fairly.

For additional assistance in lodging a complaint, please refer to qbe.com/au

Step 2 – Customer Relations

If Your complaint isn't resolved by the team looking after Your Policy, direct debit, or Claim, You can ask them to refer Your complaint on to Our Customer Relations team. A Dispute Resolution Specialist will review Your complaint independently and provide You with Our final decision.

You can also contact the Customer Relations team directly:

Phone:	1300 650 503
Fax:	(02) 8227 8594
Email:	complaints@qbe.com
Post:	GPO Box 219, Parramatta NSW 2124

Step 3 – Still Not Resolved?

If we're unable to resolve Your complaint to Your satisfaction within a reasonable time, or You're not happy with Our final decision, You can refer Your complaint for external dispute resolution by contacting the Australian Financial Complaints Authority (AFCA). We are a member of AFCA and their decisions are binding on Us.

Phone:	1800 931 678
Email:	info@afca.org.au
Post:	GPO Box 3, Melbourne VIC 3001

AFCA will inform You if Your complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA. For more information, visit afca.org.au

More Information

You can find more information about how We deal with complaints on Our website at qbe.com/au or You can call Us on 133 723 to speak with Us or request a copy of Our complaints brochure at no charge by Us.

Complaints just about Privacy

If You're not happy with how We've handled Your personal information, call Us on 1300 650 503 or email Us at customer@qbe.com. If You're not satisfied with Our response, You can contact the Office of the Australian Information Commissioner (OAIC):

Phone:	1300 363 992
Email:	enquiries@oaic.gov.au
Post:	GPO Box 5288, Sydney NSW 2001

Claims Made – Section A

Section A of this Policy operates on a 'Claims made and notified' basis. This means that the Policy covers You for Claims made against You and notified to Us during the Period of Insurance.

Other than coverage afforded under Section A: Policy Extensions - Continuous Cover and coverage afforded pursuant to the Extended Notification Period, the Policy does not provide cover in relation to:

1. acts, errors or omissions actually or allegedly committed prior to the Retroactive Date of the Policy (if a date is specified);
2. Claims made after the expiry of the Period of Insurance even though the event giving rise to the Claim may have occurred during the Period of Insurance;
3. Claims notified or arising out of facts or circumstances notified (or which ought reasonably to have been notified) under any previous Policy;
4. Claims made, threatened or intimated against You prior to the commencement of the Period of Insurance;
5. facts or circumstances of which You first became aware prior to the Period of Insurance, and which You knew or ought reasonably to have known had the potential to give rise to a Claim under this Policy; and
6. Claims arising out of circumstances noted on the Proposal form for the current Period of Insurance or on any previous Proposal form.

Where You give notice in writing to Us of any facts that might give rise to a Claim against You, as soon as reasonably practicable after You become aware of those facts but before the expiry of the Period of Insurance, You may have rights under Section 40(3) of the *Insurance Contracts Act 1984* (Cth), or any Subsequent Legislation, to be indemnified in respect of any Claim subsequently made against You arising from those facts notwithstanding that the Claim is made after the expiry of the Period of Insurance. Any such rights arise under the legislation only. The terms of the Policy and the effect of the Policy is that You are not covered for Claims made against You after the expiry of the Period of Insurance, except to the extent of coverage afforded pursuant to the Extended Notification Period.

Policy Terms and Conditions for Your Information and Communication Technology Liability Insurance Policy

Preamble

In consideration of payment of the Premium, We will provide indemnity in accordance with, and subject to, the terms of this Policy.

Insurer

The Policy is underwritten by QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFSL 239545.

Our Agreement

Your Policy is an agreement between You and Us, made up of:

- This Policy Wording.
- Your Policy Schedule, which sets out the cover You've chosen and any terms specific to You.

The cover under this Policy is provided during the Period of Insurance once You've paid Us Your Premium. There are also:

- Conditions and Exclusions which apply to specific covers or sections;
- General Exclusions, which apply to any Claim You make under this Policy;
- General Conditions, which set out Your responsibilities under this Policy;
- Claims Conditions, which set out Our rights and Your responsibilities when You make a Claim; and
- Other terms, which set out how this Policy operates.

Deductible

You must pay any Deductible that is required and which applies to the Section or Policy Extension in which you have notified Your Claim or circumstance. The Deductible which You have to pay is set out in this Policy Wording and on Your Policy Schedule.

How Much We'll Pay

The most We'll pay for a Claim is the Limit of Indemnity or any applicable Sublimit which applies to the cover or Section You're claiming under as set out in the Amount Payable Table below, less any Deductible (where applicable). If an Optional Extension is included on Your Policy Schedule, cover will be afforded for that Optional Extension up to the Sublimit set out in the Amount Payable Table.

The Limit of Indemnity and Sublimits set out in the Policy Schedule and Amount Payable Table are inclusive of Goods and Services Tax (GST). All Sublimits are inclusive of costs unless stated otherwise.

Once the Sublimit is exhausted there is no further coverage available under the Policy Extension in the Period of Insurance.

The most We will pay in total in the Period of Insurance for all Claims under the Policy is the Aggregate Limit of Indemnity.

Section A: Policy Extensions Amount Payable Table

SECTION A: POLICY EXTENSIONS	MAXIMUM PAYABLE/SUBLIMIT
Advance Payment of Costs	\$50,000 (in addition)
Australian Consumer Law and Similar Legislation	Limit of Indemnity
Breach of Confidential Information	Limit of Indemnity
Breach of Privacy Information	Limit of Indemnity
Claim Mitigation Costs	\$50,000 (inclusive)
Continuous Cover	Where the Insuring clause is applicable: The Limit of Indemnity. Where the Policy Extension is applicable: The relevant Sublimit.
Contractual Liability	Limit of Indemnity
Court Attendance Costs	\$50,000 (inclusive)
Defamation	Limit of Indemnity
Estates and Legal Representatives	Limit of Indemnity

SECTION A: POLICY EXTENSIONS	MAXIMUM PAYABLE/SUBLIMIT
Extended Notification Period	Where the Insuring clause is applicable: The Limit of Indemnity. Where the Policy Extension is applicable: The relevant Sublimit.
Fraud and Dishonesty	Limit of Indemnity
Hold Harmless	Limit of Indemnity
Implied Warranty	Limit of Indemnity
Intellectual Property	\$1,000,000 (in addition)
Investigation Costs and Expenses	\$250,000 (inclusive)
Joint Venture	Limit of Indemnity
Loss of Data and Documents	\$250,000 (inclusive)
Newly Created or Acquired Subsidiaries	Limit of Indemnity
Outgoing Principals and Employees	Limit of Indemnity
Patent	\$1,000,000 (inclusive)
Public Relations Expenses	\$50,000 (inclusive)
Run Off Cover	Where the Insuring clause is applicable: The Limit of Indemnity. Where the Policy Extension is applicable: The relevant Sublimit.
Social Engineering Fraud	\$100,000
Vicarious Liability	Where the Insuring clause is applicable: The Limit of Indemnity. Where the Policy Extension is applicable: The relevant Sublimit
SECTION A: OPTIONAL EXTENSIONS	
Covered Contractors	Limit of Indemnity
Licensee Intellectual Property Rights	Limit of Indemnity
USA and Canada Cover	Limit of Indemnity

Section B: Policy Extensions Amount Payable Table

SECTION B: POLICY EXTENSIONS	MAXIMUM PAYABLE/SUBLIMIT
Contractual Liability for Lease of Real or Personal Property	Limit of Indemnity
Joint venture	Limit of Indemnity
Information and Communication Technology Recall	Limit of Indemnity
Pollutants	Limit of Indemnity
Property in Custody and Control	Limit of Indemnity
Tenant's liability cover	Limit of Indemnity
Vicarious Liability	Limit of Indemnity
SECTION B: OPTIONAL EXTENSIONS	
Covered contractors	Limit of Indemnity
USA and Canada cover	Limit of Indemnity

Section A: Errors and Omissions (Professional Indemnity)

Insuring Clause A

Act, Error or Omission

We agree to indemnify You against civil liability for compensation arising from any Claim as a result of direct or indirect economic loss suffered by a third party in respect of acts, errors or omissions incurred in the provision of Information and Communication Technology which are:

1. first made against You during the Period of Insurance; and
2. notified to Us during the Period of Insurance or where applicable, the Extended Notification Period.

Insuring Clause B

Costs and Expenses Insuring Clause

We agree to pay Costs and Expenses incurred with Our written consent in the defence or settlement of any Claim indemnified by this Policy prior to the final resolution of the Claim.

In the event it is established that You are not entitled to indemnity for these Costs and Expenses, You agree to repay to Us all of the Costs and Expenses paid by Us to the extent it is established that You are not entitled to this indemnity.

Section A: Policy Extensions

We agree to indemnify You under this Section A: Policy Extensions.

Provided that:

1. the indemnity provided by each Policy Extension is subject to the Policy Schedule, Insuring Clauses, Conditions, Definitions, Exclusions, Deductible and other terms of this Policy (unless otherwise expressly stated herein);
2. the inclusion of any Policy Extension will not increase the Limit of Indemnity (unless otherwise expressly stated herein); and
3. in respect of the Policy Extensions with a Sublimit, the most We will pay, any one Policy Extension and in the aggregate, is the amount listed next to the Policy Extension in the Section A: Policy Extensions Amount Payable Table.

Advance Payment of Costs

We agree to advance Costs and Expenses to You for each Claim made against You, in respect of acts, errors or omissions incurred in the provision of Information and Communication Technology, pending Our decision whether to grant or refuse indemnity in respect of that Claim provided that:

1. no Costs and Expenses will be payable where they are less than the amount of the Deductible; and
2. Costs and Expenses advanced are repayable by You in the event that the Claim is not indemnifiable under the Policy.

Australian Consumer Law and Similar Legislation

We agree to indemnify You against civil liability for compensation arising from any Claim made against You, in respect of acts, errors or omissions incurred in the provision of Information and Communication Technology, under the *Australian Consumer Law* or the *Competition and Consumer Act 2010* (Cth), or any Subsequent Legislation, or any similar legislation enacted by any States or Territories in Australia or New Zealand, provided that the act, error or omission giving rise to the Claim made against You is unintentional.

Breach of Confidential Information

Notwithstanding Section C: General Exclusions - Assumed Duty or Obligation, We agree to indemnify You against civil liability for compensation arising from any Claim made against You, in respect of acts, errors or omissions incurred in the provision of Information and Communication and Technology arising from the actual or alleged unintentional breach of confidential information in the provision of Information and Communication Technology.

Breach of Privacy

We agree to indemnify You against civil liability for compensation arising from any Claim made against You in relation to any actual or alleged breaches of any duty of privacy or privacy legislation.

Provided that the act, error or omission by You giving rise to the Claim is unintentional and occurred directly in the provision of Information and Communication Technology.

Claim Mitigation Costs

We agree to reimburse You for the costs to rectify and put right the consequences of a Claim arising from the provision of Information and Communication Technology provided that it shall be a condition precedent to Our liability under this extension that:

1. You shall give written notice to Us of the Claim and the costs that is required to mitigate or rectify the consequences of it as soon as practicable and during the Period of Insurance;
2. You shall satisfy Us that such costs are reasonably necessary to prevent a covered Claim arising during the Period of Insurance;
3. the amount of such costs shall be supported by evidence of expenditure that shall be subject to Our approval;
4. such costs shall not include any element of profit or loss of profit to You or a third party; and
5. We shall only pay for the amount of any costs which are in excess of the Deductible.

Continuous Cover

Notwithstanding Section A: Exclusions - Prior or Pending and the Claims Made notice, We shall provide indemnity for any Claim in respect of acts, errors or omissions incurred in the provision of Information and Communication Technology where such Claim arises from a fact or circumstance:

1. of which You first became aware prior to the Period of Insurance and which You knew, or ought to have reasonably known, had potential to give rise to a Claim; and
2. which should have been, but was not, notified to Us by You under any previous policy.

Provided that:

- (a) You have continued without interruption to be insured with Us from the time when the fact or circumstance could have been notified under the previous policy until the time when the Claim, fact or circumstance is notified to Us;
- (b) if You had notified the fact or circumstance under the previous policy, You would have been entitled to indemnity under the previous policy when a Claim was made;
- (c) the failure to disclose and/or notify the fact or circumstance was not fraudulent or intentional;
- (d) the Limit of Indemnity shall be the lesser of the available Limit of Indemnity of the previous policy and this Policy;
- (e) the terms of this Policy (including any Sublimit which applies to the cover or Section You're claiming under and whether any Deductible is payable) shall otherwise apply; and
- (f) We may reduce the amount We pay out under this Policy Extension by the amount of any prejudice We may suffer in consequence of any delayed notification to Us.

Contractual Liability

Notwithstanding Section C: General Exclusions - Assumed Duty or Obligation, We agree to indemnify You in respect of any Claim made against You for any actual or alleged breach of Contract incurred in the provision of Information and Communication Technology.

Court Attendance Costs

We agree to provide up to \$250 per day for Court Attendance Costs incurred by Your Employees, or \$500 per day for Court Attendance Costs incurred by Your partners, principals or directors if they are legally compelled to attend a civil proceeding as a witness in a Claim covered by this Policy.

Defamation

Notwithstanding Section A: Exclusions - Defamation, We agree to indemnify You against civil liability for compensation arising from any Claim made against You incurred in the provision of Information and Communication Technology for unintentional defamation.

Estates and Legal Representatives

We agree to include in the definition of 'You' Your estate, heirs, legal representatives or assigns in the event of Your death or incapacity in respect of a civil liability that would have been covered by Section A: Insuring Clause A if You were alive or had capacity.

Your estate, heirs, legal representatives or assigns shall observe and be subject to all the terms of this Policy insofar as they can apply.

Extended Notification Period

If this insurance is not renewed or is cancelled for any reason other than non-payment of Premium then You have until such time that You effect another Professional Indemnity and or Information and Communication Technology Liability insurance policy or a period of 60 days commencing on the day immediately following expiry of this Policy whichever is the lesser period, during which to notify Us of any Claim or Investigation first made against You in writing within that 60 day period. Provided that it is understood and agreed that:

1. We will treat that Claim or Investigation as if it had been made against You and notified to Us during the immediately preceding Period of Insurance;
2. coverage afforded hereunder does not reinstate or increase the Limits of Indemnity or Sublimits or extend the Period of Insurance; and
3. coverage afforded hereunder will only apply to any acts, errors or omissions committed or alleged to have been committed by You in the provision of Information and Communication Technology before the end of the Period of Insurance (or the cancellation date of this Policy where this Policy has been cancelled) and not before the Retroactive Date.

Fraud and Dishonesty

Notwithstanding Section A: Exclusions - Fraud and Dishonesty, We agree to indemnify You against civil liability for compensation arising from any Claim in respect of acts errors or omissions incurred in the provision of Information and Communication Technology, which would otherwise be excluded by reason of Section A: Exclusions - Fraud and Dishonesty.

Provided that:

1. such indemnity shall not be provided to any person who committed or condoned any such act, error or breach; and
2. Dual Controls were in place at the time of any actual or alleged dishonest, fraudulent, criminal, or malicious act or omission of Yours or any third party for whose acts, errors or omissions You are legally liable.

Hold Harmless

Notwithstanding Section C: General Exclusions - Assumed Duty or Obligation, We agree to indemnify You against civil liability in respect of any Claim made against You for any liability which arises from Your agreement in a Contract (for the provision of Information and Communication Technology) to indemnify and hold harmless any such other party against liability to any third person or entity arising directly out of an act, error or omission by You in Your provision of Information and Communication Technology to such other party.

Implied Warranty

Notwithstanding Section C: General Exclusions - Assumed Duty or Obligation, We agree to indemnify You against civil liability in respect of any Claim made against You for any liability which is under any contractual implied warranty of fitness or quality with regard to Your Information and Communication Technology.

Intellectual Property

We agree to indemnify You against civil liability for compensation arising from any Claim in respect of acts, errors or omissions incurred in the provision of Information and Communication Technology for any unintentional:

1. infringement of copyright, trademark, registered design and circuit layout rights; or
2. plagiarism.

Investigation Costs and Expenses

We agree to pay Investigation Costs and Expenses.

Provided that:

1. We shall be entitled to appoint legal representation to represent You in the Investigation;
2. the Investigation or notice of intended Investigation is commenced during the Period of Insurance and is notified to Us during the same Period of Insurance;
3. in the event that a claim for payment of Investigation Costs and Expenses is withdrawn or indemnity under this Policy is subsequently withdrawn or denied, We shall cease to advance Investigation Costs and Expenses and We shall be entitled to recover, acting reasonably any Investigation Costs and Expenses We advanced to the extent that You were not entitled to such Investigation Costs and Expenses, unless We agree in writing to waive recovery;
4. We shall not be required to pay Investigation Costs and Expenses of any appeal from the outcome of the Investigation; and
5. Our total liability in respect of Investigation Costs and Expenses under this Policy Extension shall not exceed the amount specified in the Amount Payable Table.

Joint Venture

We agree to indemnify You against civil liability for compensation arising from any Claim made against You as a result of acts, errors or omissions incurred in the provision of Information and Communication Technology for that proportion of legal liability arising out of any activities in which You are engaged as a joint venturer.

Such coverage is only for that proportion of any legal liability which attaches to You arising out of such activities and there is no cover for the legal liability of any other participant in Your joint venture.

Loss of Data and Documents

We agree to indemnify You against civil liability for compensation arising from any Claim in respect of acts, errors or omissions in the provision of Information and Communication Technology arising from the loss of any Data and Documents (including but not limited to Your Data and Documents) which have been unintentionally destroyed, damaged, lost or mislaid and, after diligent search or attempts to recover them, cannot be found or recovered.

Provided always that the discovery of such loss occurred during the Period of Insurance and was notified in writing to Us within 28 days.

Newly Created or Acquired Subsidiaries

We agree to include in the definition of 'You' any Subsidiary created or acquired by the Named Insured during the Period of Insurance for a period of up to 60 days (but never beyond the expiry date of the Period of Insurance) from the date of such creation, or acquisition.

This Policy Extension only applies in respect of Claims made against or an Investigation notified by the Subsidiary arising from an act, error or omission in the provision of Information and Communication Technology, occurring after the Subsidiary is created or acquired.

Outgoing Principals and Employees

We agree to indemnify former principals, partners, directors and Employees of the Named Insured in respect of a civil liability insured by Section A: Insuring Clauses.

Provided that:

1. the definition of 'You' includes those persons; and
2. the indemnity is only in respect of work performed while a principal, partner, director or Employee of the Named Insured.

Patent

We agree to indemnify You against civil liability for compensation arising from any Claim made against You for any unintentional infringement of patent by You incurred in the provision of Information and Communication Technology.

Public Relations Expenses

We agree to pay any reasonable fees, Costs and Expenses of a public relations consultant retained by You for the sole purpose of protecting Your reputation that has been brought into question as a direct result of an Adverse Publicity Event incurred in the provision of Information and Communication Technology.

Provided that:

1. You notify Us within 28 days of first becoming aware of Your reputation being brought into question, and provide written details outlining the circumstances surrounding the Adverse Publicity Event; and
2. We have given Our prior written consent to retain the services of such public relations consultant, (such consent shall not be unreasonably withheld).

Run Off Cover

We agree that in the event that the Named Insured or any other insured entity ceases to exist or operate or is consolidated with, merged into or acquired by any other entity then the coverage provided under this Policy with respect to such insured entity shall continue until the expiry date of the Period of Insurance.

Such coverage only applies in respect of Claims or an Investigation as a result of acts, errors or omissions in the provision of Information and Communication technology occurring prior to the effective date that You or such insured entity ceased to exist or operate or was consolidated with, merged into or acquired by another entity.

Social Engineering Fraud

Notwithstanding Section C: General Exclusions, Surrender, We agree to indemnify You against civil liability for compensation arising from any Claim made against You for voluntary giving or surrendering of Money, Tangible Securities, Funds or Property in any exchange or purchase which would otherwise be excluded by reason of the Surrender Exclusion.

Provided that:

1. Dual Controls were in place at the time of the alleged act giving rise to the Claim;
2. Verification Procedures were followed prior to the exchange or purchase; and
3. We shall not provide such indemnity to any person who committed or condoned the giving or surrender of Money, Tangible Securities, Funds or Property with knowledge, or reckless disregard, of the fraud or dishonesty.

Vicarious Liability

We agree to indemnify You against civil liability for compensation arising from any Claim made against You arising from any act, error or omission committed or alleged to have been committed by any third party for whose acts, errors or omissions You are legally liable, and provided that such coverage shall not extend to any such third party.

Except to the extent that such cover is afforded under Section A: Optional Extensions - Covered Contractors.

Section A: Optional Extensions

Preamble

It is agreed that:

1. the indemnity provided by each Optional Extension is subject to the Policy Schedule, Insuring Clauses, Conditions, Definitions, Exclusions, Deductible and other terms of this Policy (unless otherwise expressly stated herein);
2. where an Optional Extension is not specified as included in the Policy Schedule then this Policy shall not provide any indemnity in relation to coverage specified under such Optional Extension; and
3. the most We will pay, any one Optional Extension and in the aggregate, is the amount listed next to the Optional Policy Extension in the Amount Payable Table.

Covered Contractors

We agree that the meaning of 'You' and 'Your' is amended to include any consultant or sub-contractor, provided however that coverage shall only apply in respect of such consultant's or sub-contractor's provision of Information and Communication Technology to a customer of the Named Insured pursuant to and in accordance with a signed agreement with the Named Insured.

Licensee Intellectual Property Rights

Notwithstanding Section C: General Exclusions - Assumed Duty or Obligation, We agree to indemnify You for any Claim made against You by a Licensee of Yours under any warranty or indemnity given by You in respect of Your ownership or ability to licence any intellectual property.

USA and Canada Cover

We agree to indemnify You for any Claim made against You arising from any act, error or omission anywhere in the world, which would otherwise be limited by Section D: Claims Conditions - Territorial Cover or Jurisdictional Cover, provided always that with respect to any Claim:

1. brought in a court of law within the territorial limits of the United States of America or Canada or their territories or protectorates; or
2. that arises out of the enforcement of any judgement, order or award obtained within, or determined pursuant to the laws of, the United States of America or Canada or their territories or protectorates,

the Limit of Indemnity in respect of coverage provided under this condition is inclusive of all Costs and Expenses as set out in Section A: Insuring Clause B - Costs and Expenses, of this Policy.

Section A: Exclusions

Notwithstanding anything to the contrary in Section A: Insuring Clauses and Extensions, We will not be liable to provide indemnity in respect of any:

1. legal liability;
2. Claim or Investigation;
3. Costs and Expenses or Investigation Costs and Expenses; or
4. any loss, costs, charges or expenses of whatsoever kind,

arising directly or indirectly from or out of, based upon, attributable to or in consequence of:

Aircraft and Watercraft

1. the ownership, maintenance, operation or use by You of:
 - (a) any Aircraft;
 - (b) any Watercraft; or
 - (c) Your Information and Communication Technology that are Aircraft component parts used in maintaining an Aircraft in flight or moving upon the ground or used in the construction of an Aircraft hull or machinery or Computer Equipment which, to Your knowledge, is incorporated in an Aircraft.

Defamation

acts errors or omissions in the provision of Information and Communication Technology by or on behalf of You that are deliberate, libel or slander.

Insolvency Event

an Insolvency Event.

Non Information and Communication Technology activities

1. Your provision of any advice on insurance or any failure of Yours to effect or maintain any type of insurance;
2. Your provision of any advice on investment, marketing, financial or tax matters; or
3. the provision of finance.

Occupier's Liability

any liability incurred or alleged to have been incurred as a result of the occupation, control, management or ownership of any real Property by You.

Personal Injury

Personal Injury.

Pollutants

1. the actual or alleged discharge, release or escape of Pollutants arising from the design or specification of equipment or structures which are critical to, and designed with the intention of, restricting the release of Pollutants into the environment; or
2. any enforcement action or proceeding in connection with the containment, clean up, removal or treatment of such Pollutants.

This exclusion does not apply where there has been sudden and accidental Pollutant incident caused by error in design or specification and was incurred in the provision of Information and Communication Technology.

Prior or pending

any Claim:

1. made, threatened or intimated against You prior to the Period of Insurance; or
2. made against You directly or indirectly based upon, attributable to, or in consequence of any fact or circumstance:
 - (a) of which written notice has been given, or ought reasonably to have been given, by You under any previous policy; or
 - (b) of which You first became aware prior to the Period of Insurance, and which You knew or ought reasonably to have known had potential to give rise to a Claim under this Policy.

Property Damage

Property Damage.

Refund of Fees

the refund of any:

1. commission;
2. professional fees;
3. charges; or
4. other remuneration,

paid, or payable, to You in the provision of Information and Communication Technology.

Retroactive Date

acts, errors or omissions in the provision of Information and Communication Technology by or on behalf of You prior to the Retroactive Date stated in the Policy Schedule.

Surrender

the voluntary giving or surrendering (whether or not induced by deception) of Money, Tangible Securities, Funds or Property in any exchange or purchase.

Trading Debts

any trading debt You incur or any guarantee You give for a debt.

Unconscionable Conduct, Restraint of Trade and Criminal Liability

any actual or alleged violation of any law governing unconscionable conduct or any antitrust or competition law or other law prohibiting restraint of trade, business or profession and/or any criminal liability provided, however, that this exclusion shall apply only to persons who have committed, aided, abetted or knowingly participated in such conduct.

Section A: Claims Conditions

Reporting and notices

You must give to Us written notice of any circumstance or Claim as soon as reasonably practicable after it is made against You and during the Period of Insurance.

Notice of a circumstance, Claim or Occurrence must be given in writing to Us and delivered to:

Financial Lines Claims
GPO Box 219
PARRAMATTA NSW 2124

or by email to piclaims@qbe.com

Retroactive Date

'Unlimited Retroactive Cover' – if no Retroactive Date is specified in the Policy Schedule or if the Retroactive Date is specified in the Policy Schedule as 'unlimited', this Policy shall provide indemnity in respect of Claim(s) made against You as a result of the provision of Information and Communication Technology arising from acts, errors or omissions committed or alleged to have been committed irrespective of when such acts, errors or omissions were committed (or were alleged to have been committed).

'Limited Retroactive Cover' – where a Retroactive Date is specified in the Policy Schedule, then this Policy shall only provide indemnity in respect of Claim(s) as a result of the provision of Information and Communication Technology arising from acts, errors or omissions committed or alleged to have been committed after the Retroactive Date.

Run-off cover Insured entity or subsidiary

We agree that if a Named Insured entity ceases to exist or operate or is consolidated with, merged into or acquired by any other entity, then the coverage provided under this Policy with respect to that Named Insured entity will continue until the expiry date of the period of insurance.

Provided always that such coverage will only apply in respect of liability arising out of any act, error or omission occurring prior to the effective date that such Named Insured entity ceased to exist or operate or was consolidated with, merged into or acquired by another entity, unless otherwise agreed in writing by us.

Senior Counsel Clause

In the event of a dispute between You and Us as to whether a Claim should be settled or defended or whether an Investigation should be defended, We shall within 30 days of receipt of notice of such a dispute, refer the matter to a Senior Counsel (to be mutually agreed upon by You and Us) who shall determine whether the Claim should be contested.

We shall not require You to contest any Claim or Investigation unless a Senior Counsel shall advise that such Claim or Investigation should be contested.

In formulating such advice, Senior Counsel shall take into consideration the economics of the matter, the damages and costs which are likely to be recovered by the plaintiff, the likely Costs and Expenses and the prospects of You successfully defending the Claim.

The cost of such Senior Counsel's opinion shall be regarded as part of the Costs and Expenses.

Your Right to Contest

In the event that We recommend a settlement in respect of any Claim and You do not agree that such Claim should be settled, then You may elect to contest such Claim.

Our liability in connection with such Claim shall not exceed the amount for which the Claim could have been so settled plus the Costs and Expenses incurred with Our written consent up to the date of such election, less the Deductible.

Section A: Conditions

Limit of indemnity

Costs and Expenses payable by Us is in addition to the Limit of Indemnity (but only up to an amount equal to the Limit of Indemnity or \$5,000,000 whichever is the lesser).

Our total liability under this Policy shall not exceed the Limit of Indemnity in respect of a single act, error or omission in the provision of Information and Communication Technology during the Period of Insurance.

Our total liability under this Policy shall not exceed the Aggregate Limit of Indemnity specified in the Policy Schedule in respect of acts, errors or omissions in the provision of Information and Communication Technology, during the Period of Insurance, irrespective of whether payment is sought under one or more Insuring Clauses or Policy Extensions and/or for one or more matters under this Policy.

If You are liable to make a payment in excess of the Limit of Indemnity to dispose of a Claim, Our liability for such Costs and Expenses shall be the same proportion as the amount of the Limit of Indemnity bears to the amount paid to dispose of the Claim. Where this occurs, the amount of Costs and Expenses that We will pay may be lower than if the Claim was resolved for less than the Limit of Indemnity. We shall not be obliged to defend, or to continue to defend, any Claim or pay, or continue to pay, any Costs and Expenses associated with such defence, once the Limit of Indemnity has been exhausted.

Where an Insuring Clause or Policy Extension is subject to a Sublimit, that Sublimit is part of and not in addition to the Limit of Indemnity.

This clause does not increase the Limit of Indemnity or any Sublimit in the Policy.

Multiple Claims

All causally connected or interrelated acts, errors or omissions shall jointly constitute a single act, error or omission under this Policy.

Where a single act, error, or omission gives rise to more than one Claim or circumstance, all such Claims and circumstances shall jointly constitute a single, act, error or omission under the Policy, and only the higher Deductible shall be applicable. Furthermore, if there is an Aggregate Limit of Indemnity, only one Limit of Indemnity will be applicable.

Severability and Non-imputation

We agree that where this Policy insures more than one party, any conduct on the part of any party or parties whereby such party or parties:

1. failed to comply with the duty of disclosure in terms of the *Insurance Contracts Act 1984*, or any Subsequent Legislation; or
2. made a misrepresentation to Us before this contract of insurance was entered into,

shall not prejudice the right of any other insured party to indemnity as may be provided by this Policy.

Provided that:

- (a) such other insured party shall have no prior knowledge of any such conduct;
 - (b) such other insured party shall as soon as is reasonably practicable upon becoming aware of any such conduct, advise Us in writing of all known facts in relation to such conduct; and
 - (c) the conduct of the entities or persons referred to in part 2 of the definition of 'You' is attributed to the Named Insured.
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Section B: Personal Injury and Property Damage

Insuring Clause A

Personal Injury and Property Damage

We agree to indemnify You against all Claims which You become legally liable to pay by way of compensation in respect of:

1. Personal Injury; or
2. Property Damage,

occurring during the Period of Insurance and caused by an Occurrence in connection with Your Business.

Insuring Clause B

Costs and Expenses

With respect to the indemnity provided by Section B: Personal Injury and Property Damage - Insuring Clause A, We will:

1. pay all Costs and Expenses incurred by Us, all costs awarded against You and all interest accruing after entry of judgment until We have paid, tendered or deposited in court such part of the judgment as does not exceed the Limit of Indemnity;
2. with the exception of loss of earnings, reimburse You for all reasonable Costs and Expenses incurred with Our consent (which will not be unreasonably withheld), in connection with the defence of the Claim; and

pay reasonable expenses incurred by You for first aid to others at the time of Personal Injury caused by an Occurrence (other than medical expenses prohibited by Section 126 of the *Health Insurance Act 1973 (Cth)*, or any Subsequent Legislation).

Section B: Policy Extensions

We agree to indemnify You under Section B: Policy Extensions, for nil additional Premium, provided that:

1. each extension is subject to the Policy Schedule, Insuring Clauses, Conditions, Definitions, Exclusions, Deductible and other terms of this Policy (unless otherwise stated herein);
2. the inclusion of any extension shall not increase the Limit of Indemnity (unless otherwise stated herein).

Contractual Liability for Lease of Real or Personal Property

Notwithstanding Section C: General Exclusions - Assumed Duty or Obligation, We agree to indemnify You in respect of any Claim arising out of a provision in a Contract for lease of real or personal Property other than a provision which obliges You to effect insurance or provide indemnity in respect of the subject matter of that Contract.

Joint Venture

We agree to indemnify You in respect of any Claim arising out of an Occurrence in connection with the Business where You are engaged as a joint venturer or as a partner.

Such coverage is only for that proportion of any legal liability which attaches to You arising out of such activities. There is no cover for the legal liability of any other participant in Your joint venture or partnership.

Information and Communication Technology Recall

Notwithstanding Section C: General Exclusions Information and Technology Recall, We agree to indemnify in respect of any Product Recall Expenses necessary because the use of any Information and Communication Technology has resulted, or may result in bodily injury, death, illness, disability, physical damage to or destruction of tangible property, due to:

1. the accidental omission of a substance or the accidental introduction or substitution of a harmful or damaging substance in the manufacture of the Information and Communication Technology;
2. an unintentional error or deficiency in the manufacture, design, blending, mixing, compounding, labelling or packaging, of Information and Communication Technology; or
3. a ruling of a government or other regulatory body requiring You to recall any Information and Communication Technology as a result of any of the matters set out in paragraphs 1 or 2 above.

Subject to:

- (a) You first discovering during the Period of Insurance that the use or consumption of Your Information and Communication Technology has resulted or may result in bodily injury, death, illness, disability, physical damage to or destruction of tangible Property; and
- (b) the bodily injury, death, illness, disability, physical damage to or destruction of tangible Property, being indemnifiable in respect of Section B of this Policy.

Pollutants

Notwithstanding Section B: Exclusions - Pollutants, We agree to provide indemnity in respect of any Claim made against You for any Costs and Expenses incurred in the prevention clean-up, removal or nullifying expenses which are consequent upon a sudden, identifiable, unexpected, unintended Occurrence that takes place in its entirety at a specific time and place and occurs outside of the United States of America or Canada, which results in Personal Injury and/or Property Damage.

Property in Custody and Control

Notwithstanding Section B: Exclusions - Property in Custody and Control, We agree to provide indemnity in respect of any liability for Property Damage to:

1. premises (including landlord's fixtures and fittings) which are leased or rented to You for the purposes of the Business;
2. premises (or their contents) not owned, leased to, or rented to You but temporarily occupied by You for the purposes of the Business;
3. Vehicles (not belonging to, or used by or on behalf of You) in Your physical or legal control where the Property Damage occurs while the Vehicles are in a car park owned or operated by You, unless You own or operate a car park for reward; or
4. Property (excluding any Vehicle which is registered or which is required under any legislation to be registered) in Your physical or legal control for the purpose of Your provision of web hosting co-location services or for the purpose of repair, service, maintenance or alteration or which is on temporary hire or loan.

We do not provide any cover for any liability You assume under any agreement that:

- (a) requires You to take out material damage insurance on premises, Property or goods You do not own; or
- (b) makes You strictly liable for damage regardless of fault.

Tenant's liability cover

We agree to extend indemnity under Section B of this Policy to any lessor with whom the Named Insured has entered into an agreement for the rental or lease of premises (not belonging to the Named Insured) from which the Named Insured conduct the Named Insured's Business. Provided always that no wider cover shall be afforded to the lessor than would have been provided hereunder to the Named Insured if the Named Insured had been held legally liable for the same Personal Injury or Property Damage and only where that liability arises out of the Named Insured's use of such premises in the carrying on of Your Business.

Vicarious Liability

We agree to indemnify You in respect of any Claim made against You arising from any Occurrence in the provision of Information and Communication Technology, by any third party for whose acts, errors or omissions You are legally liable, provided that such coverage shall not extend to any such third party.

Except to the extent that such cover is afforded under Section B: Optional Extensions - Covered Contractors.

Section B: Optional Extensions

Covered contractors

We agree that the meaning of 'You', 'Your' is amended to include any consultant or sub-contractor, provided however that coverage shall only apply in respect of such consultant's or sub-contractor's provision of Information and Communication Technology to a customer of the Named Insured pursuant to and in accordance with a signed agreement with the Named Insured.

USA and Canada cover

We agree to extend coverage which would otherwise be limited by Section D: Claims Conditions Territorial Cover or Jurisdictional Cover in respect of any Claim made against you arising from any act, error or omission or Occurrence anywhere in the world provided always that with respect to any Claim:

1. brought in a court of law within the territorial limits of the United States of America or the Dominion of Canada or their territories or protectorates; or
2. that arises out of the enforcement of any judgement, order or award obtained within, or determined pursuant to the laws of, the United States of America or the Dominion of Canada or their territories or protectorates.

The Limit of Indemnity in respect of coverage under this Optional Extension is inclusive of all Costs and Expenses.

Section B: Exclusions

Notwithstanding anything to the contrary in Section B: Insuring Clauses and Extensions We will not be liable to provide indemnity in respect of any:

1. legal liability;
2. Claim or Investigation;
3. Costs and Expenses or Investigation Costs and Expenses; or
4. any loss, costs, charges or expenses of whatsoever kind,

arising directly or indirectly from or out of, based upon, attributable to or in consequence of:

Aircraft, Aircraft Products, Watercraft and Hovercraft

1. the ownership, maintenance, operation, or use by You or on Your behalf of any Aircraft, unless it is a Remotely Piloted Aircraft System used incidentally in Your Business and:
 - (a) it is not used:
 - (i) to provide services for remuneration, financial benefit, hire or reward; or
 - (ii) for military or law enforcement purposes.
 - (b) the operator (if required):
 - (i) holds a valid Remotely Piloted Aircraft Operator's Certificate (ReOC) issued by Civil Aviation Safety Authority (CASA); and
 - (ii) complies with its terms and conditions.
 - (c) the remote pilot or controller (if required):
 - (i) holds a valid Remote Pilot Licence issued by CASA; and
 - (ii) complies with its terms and conditions.
 - (d) its operation doesn't result in the breach of any privacy, surveillance or aviation law; and
 - (e) You and any operator, remote pilot or controller fully comply with the relevant Civil Aviation Safety Regulations.
2. the ownership, operation or use by You or on Your behalf of any Watercraft longer than 15 metres, unless it is:
 - (a) owned and operated by someone else and used by You for Business entertainment;
 - (b) used by an independent contractor for whom You are vicariously liable but not if You have entered into a charter party contract or agreement with the independent contractor; or
 - (c) powered by human or wind power and used in Australian waters.
3. the ownership, operation or use by You or on Your behalf of Hovercraft; or
4. Your Products that are Aircraft or Aircraft parts used for maintaining an Aircraft in flight or moving on the ground or used in the construction of an Aircraft hull or machinery which You know are incorporated in an Aircraft or aerial device.

Loss of Use

liability in respect of loss of use of tangible Property which hasn't been physically damaged, lost or destroyed resulting from:

1. a delay in or lack of performance by or on Your behalf of any Contract; or
2. Your Products' failure to meet express or implied representations about their performance or quality.

This Exclusion does not apply to loss of use of tangible Property caused by the sudden unintended and unexpected physical loss of or damage to Your Products after someone other than the Named Insured or its Australian subsidiaries has put them to use.

Participation

liability in respect of Personal Injury or Property Damage of any person caused by or arising out of the participation of such person or their Property in any exercise, sport, game, match, race, practice or trial, training, competition, warmups, warm downs and other preliminary activities, or bodily contact with any persons, machines or devices.

Pollutants

liability in respect of:

1. Personal Injury or Property Damage directly or indirectly arising out of Pollutants;
2. any Costs and Expenses incurred in the prevention, removing, nullifying or clean-up of the Pollutant; or
3. the actual, alleged or threatened Pollutant caused by Your Products that you or someone on your behalf has discarded.

Professional Liability

liability for Financial Loss in respect of the provision of, or failure to provide, professional advice or services.

In this exclusion, Financial Loss means any loss which is economic in nature and not consequent upon Personal Injury or Property Damage.

Property in Custody and Control

liability in respect of damage to property You own or lease or which is in Your physical or legal control.

Vehicles

Claims directly or indirectly arising out of the ownership, possession, operation, or use by You or on Your behalf of any Vehicle:

1. registered or required to be registered by any legislation; or
2. for which any legislation requires compulsory insurance or statutory indemnity insurance, whether or not that insurance is in effect.

This Exclusion does not apply to:

1. Personal Injury Claims where compulsory third party insurance or statutory indemnity does not cover You for reasons that do not involve You breaching legislation relating to Vehicles;
2. Property Damage Claims caused:
 - (a) by and during the loading or unloading of goods to or from any Vehicle;
 - (b) by the operation of any Vehicle designed primarily for lifting, lowering, loading, unloading, while being operated by You or on Your behalf within your premises;
 - (c) by any Vehicle being used as a Tool of Trade; or
 - (d) by equipment that's part of Your Vehicle being used as a tool at any worksite.

However, there is no cover for Property Damage:

1. caused by a Vehicle while it is transporting or carting goods; or
2. to property You own or lease or which is in Your legal control unless it is covered in Section B: Extensions - Property in Custody or Control.

Section B: Claims Conditions

Cross Liability

Where more than one party comprises the Named Insured, each of the parties will be considered as a separate and distinct unit and the word 'Named Insured' will be considered as applying to each party in the same manner as if a separate Policy had been issued to each of them provided always that nothing in this Condition will result in an increase of Our Limit of Indemnity in respect of any Occurrence or Period of Insurance.

Reporting and notices

You must as soon as practicable give to Us notice in writing of every Occurrence, Claim, proceeding, impending prosecution and inquest together with all relevant information which may result in a Claim under this Policy, whether or not You believe the amount of any such Claim might fall below the applicable Deductible.

Notice of a circumstance, Claim or Occurrence must be given in writing to Us and delivered to:

Financial Lines Claims
GPO Box 219
PARRAMATTA NSW 2124

or by email to piclaims@qbe.com

Section B: Conditions

Limit of indemnity

Costs and Expenses payable by Us is in addition to the Limit of Indemnity (but only up to an amount equal to the Limit of Indemnity of \$5,000,000 whichever is the lesser).

Our total liability in respect of any one Claim or series of Claims for Personal Injury or Property Damage caused by or arising out of one Occurrence will not exceed the Limit of Indemnity specified in the Policy Schedule.

Our total Aggregate Liability during any one period of insurance for all Claims in respect of Personal Injury or Property Damage arising out of the provision of Information and Communication Technology will not exceed the Limit of Indemnity specified in the Policy Schedule.

If You are liable to make a payment in excess of the Limit of Indemnity to dispose of a Claim, Our liability for such Costs and Expenses shall be the same proportion as the amount of the Limit of Indemnity bears to the amount paid to dispose of the Claim. Where this occurs, the amount of Costs and Expenses that We will pay may be lower than if the Claim was resolved for less than the Limit of Indemnity. We shall not be obliged to defend, or to continue to defend, any Claim or pay, or continue to pay, any Costs and Expenses associated with such defence, once the Limit of Indemnity has been exhausted.

This clause does not increase the Limit of Indemnity or any Sublimit in the Policy.

Multiple Claims

Where one Occurrence gives rise to more than one Claim, all such Claims will jointly constitute one Claim under the Policy and only one Deductible and Limit of indemnity will be applicable in respect of that Claim.

Section C: General Exclusions

We will not be liable to provide indemnity in respect of any:

1. legal liability;
2. Claim or Investigation;
3. Costs and Expenses or Investigation Costs and Expenses; or
4. any loss, costs, charges or expenses of whatsoever kind.

Asbestos

directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

Assumed Duty or Obligation

arising directly or indirectly from or out of, based upon, attributable to or in consequence of any duty or obligation assumed by You by way of Contract, warranty, guarantee or indemnity, to the extent that such liability exceeds the liability You would have incurred in the absence of such Contract, warranty, guarantee or indemnity.

Breach of Duty Under Corporations Law

arising directly or indirectly from or out of, based upon, attributable to or in consequence of an actual or alleged breach by any director, officer, partner or Employee of their duty to You under the Corporations Law, similar, related or replacement legislation, in connection with their direction or management of the Named Insured.

Defamation

arising directly or indirectly from or out of, based upon, attributable to or in consequence of the provision of Information and Communication Technology that are deliberate libel or slander.

Faulty workmanship

arising directly or indirectly from or out of, based upon, attributable to or in consequence of performing, completing, correcting, replacing or improving any work done by You or on Your behalf.

Fines and Penalties

arising directly or indirectly from or out of, based upon, attributable to or in consequence of fines, penalties, liquidated damages, punitive damages, exemplary damages, aggravated damages and any additional damages resulting from the multiplication of compensatory damages.

Fraud and Dishonesty

arising directly or indirectly from or out of, based upon, attributable to or in consequence of:

1. any actual or alleged dishonest, fraudulent, criminal, or malicious act or omission of Yours or any third party for whose acts, errors or omissions You are legally liable;
2. any act or omission of Yours or any third party for whose acts, errors or omissions You are legally liable committed, or alleged to have been committed, with a reckless disregard for the consequences thereof; or
3. any wilful breach of any statute, contract or duty by You or any third party for whose acts, errors or omissions You are legally liable.

Infectious or Communicable Disease, Bacteria and Virus

arising directly or indirectly from or out of, based upon, attributable to or in consequence of Your reckless disregard of any guidelines, principles or instruction issued by the Australian Government, relevant State or Territory Government, the New Zealand Government or any other relevant department in the jurisdiction You operate in, regarding any infectious or communicable disease, bacteria or virus.

Information and Communication Technology recall

arising directly or indirectly from or out of, based upon, attributable to or in consequence of the withdrawal, inspection, repair, upgrade, replacement or loss of use of Your Information and Communication Technology or any property of which they form a part, if such Information and Communication Technology or property is withdrawn from the market or from use because of any known or suspected defect or deficiency in that Information and Communication Technology where:

1. such defect or deficiency is known or suspected by You prior to Your use of or provision of such Information and Communication Technology to the market; or
2. where in the ordinary course of Business You ought to have known such Information and Communication Technology to be defective or ineffective or incapable of fulfilling the purpose for which such Information and Communication Technology is intended or warranted (whether expressly or impliedly) or guaranteed by You.

We will not cover claims for any Product Recall Expenses directly or indirectly caused by or arising from:

- (a) any Information and Communication Technology of the same trade or brand name, but which is of a different batch, code or other identification from the Information and Communication Technology for which Product Recall Expenses under this extension has been provided;
- (b) inherent deterioration or decomposition of any Information and Communication Technology or its packaging;
- (c) loss of customers' approval or confidence, or any costs incurred to regain customers' approval, or other consequential loss;
- (d) Your prior knowledge of, and unreasonable failure to address, any pre-existing condition of the Information and Communication Technology that may result in a Claim under this Policy;
- (e) mislabelling or non-labelling of any Information and Communication Technology or any container or packaging in relation to a 'use by' or 'best before' date authorised or required by a government agency or other statutory or Regulatory Authority;
- (f) continued use of materials that have been banned or declared unsafe by a government agency or other responsible body;
- (g) Your errors or omissions of which Employees, officers or directors of the Named Insured knew or ought to have discovered on reasonable enquiry;
- (h) the costs of repair, alteration, treatment or replacement of any Information and Communication Technology or any of their parts; or
- (i) the recall of Your Information and Communication Technology due to obsolescence, normal stock rotation or expiration of the shelf life of Your Information and Communication Technology.

Laws Impacting Cover

We will not be liable to provide any cover, pay any claim or provide any benefit under this policy, to the extent that it is unlawful for us to do so.

Nuclear

arising directly or indirectly from or out of, based upon, attributable to or in consequence of:

1. ionising radiation;
2. contamination:
 - (a) by radioactivity from any nuclear fuel; or
 - (b) from any nuclear waste from the combustion of any nuclear fuel.
3. the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or component of it.

Obligations to Employees and Others

arising directly or indirectly from or out of, based upon, attributable to or in consequence of:

1. Personal Injury of any Employee or any person who is under Your direction, control or supervision or for whose workplace safety You are responsible;
2. damage to or destruction of any Property of any Employee or any person who is under Your direction, control or supervision or for whose workplace safety You are responsible including loss of use of Property, arising out of, or in the course of their engagement by You; or
3. any dispute in connection with employment.

Related or Associated Entities

in respect of any Claim made against You brought or maintained by or on behalf of:

1. You or any Subsidiary or parent entity of the Named Insured; or
2. any person who, at the time the act, error or omission giving rise to the Claim or Investigation was committed, was a Family Member unless such person is acting without any prior direct or indirect solicitation or co-operation from You.

Sanctions

We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that to do so may expose us to any sanction, prohibition or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country.

Surrender

arising directly or indirectly from or out of, based upon, attributable to or in consequence of the voluntary giving or surrendering (whether or not induced by deception) of Money, Tangible Securities, Funds or Property in any exchange or purchase.

Terrorism

arising directly or indirectly from or out of, based upon, attributable to or in consequence of any actual or alleged Act of Terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any actual or alleged Act of Terrorism.

This Exclusion operates in connection with any Act of Terrorism regardless of any other cause or event and regardless of the sequence of the Act of Terrorism and the other cause or event.

War

arising directly or indirectly from or out of, based upon, attributable to or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or expropriation (including lawful seizure, resumption, confiscation, nationalisation, requisition, destruction or damage) of or to property by or under the order of any Government or public or local authority.

Section D: Claims Conditions

Allocation

Where a Claim, Investigation or loss is covered only in part by this Policy, We and You will use best efforts to agree a fair and proper allocation of amounts that are covered and those that are not covered under this Policy. If We and You cannot agree on a fair and proper allocation, then the matter will be referred to Senior Counsel (to be mutually agreed upon by You and Us) whose opinion will be binding. The costs of Senior Counsel's opinion will be regarded as part of the Costs and Expenses.

Claims Mitigation and Co-Operation

If You, either prior to or during the Period of Insurance become aware of a situation which could, if not rectified, lead to a Claim or increase the quantum of a Claim, You shall use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any liability under this Policy.

You shall frankly and honestly disclose to Us all relevant information and, in addition, shall provide assistance to Us as We may reasonably require to enable Us:

1. to investigate and to defend any Claim under this Policy; and
2. to determine Our liability under this Policy.

You must use Your best endeavours to preserve all property, Information and Communication Technology, appliances and plant and all other things which may assist in the investigation or defence of a Claim or Investigation, in the exercise of a right of subrogation and, so far as reasonably practicable, You must not, without Our consent (which will not be unreasonably withheld), carry out any alteration or repair to relevant items until We have had an opportunity to inspect them.

Other than Costs and Expenses We incur to enable Us to determine Our liability under this Policy, compliance with this condition shall be at Your own cost, unless otherwise agreed in writing by Us.

Contribution

When making a Claim, You must notify Us of any other insurance that You're aware will or may, whether in whole or in part, cover any loss insured under Your Policy.

If at the time of any loss, damage or liability there's any other insurance (whether issued to You or any other person) which covers the same loss, damage or liability You must provide Us with any reasonable assistance We require to make a claim for contribution from any other insurer(s).

Defence and Settlement

We may:

1. instruct You to conduct the defence of the Claim or Investigation if, having regard to the circumstances, it is likely that any Claim or Investigation will not exceed the Deductible, in which case You will be responsible for Your own Costs and Expenses, Investigation Costs and Expenses and any settlement up to the limit of the Deductible. In the event that any Costs and Expenses, Investigation Costs and Expenses or payment made to dispose of the Claim exceeds the Deductible, We will reimburse You all reasonable Costs and Expenses or Investigation Costs and Expenses; or
2. take over and conduct, in Your name, the defence or settlement of any Claim or Investigation at any time, in which case, We will then have sole control of the Claim or Investigation, subject to Us providing updates within a reasonable timeframe and You being able to seek an update on the status of the Claim.

You agree:

3. not to settle any Claim, incur any Costs and Expenses or Investigation Costs and Expenses, make any admission, offer or payment or otherwise assume any contractual obligation with respect to any Claim, Investigation or loss without Our written consent, provided that We shall not unreasonably withhold such consent;
4. that any information received by Our external lawyers in the course of the Investigation or investigating, defending or settling any Claim made against You can be provided to Us and relied upon by Us in relation to any issue that may arise regarding Our liability to indemnify You; and
5. that Our external lawyers may provide advice to Us on any issue regarding Our liability to indemnify You and, whilst doing so, may continue to act in the Investigation or act in the investigation, defence or settlement of the Claim.

Furthermore, in the circumstances described under items 2, 4 or 5 above, You agree:

6. that Our communications with Our external lawyers are privileged and that You are not entitled to obtain any such communications;
7. to waive any entitlement that You may have for legal professional privilege between You and Our external lawyers; and
8. if any actual or apparent conflict arises between Our interests and Your interests, Our external lawyers may cease acting on Your behalf and may continue to act on Our behalf. Where Our external lawyers cease to act for You due to an actual or apparent conflict on a Claim or an Investigation covered under the Policy, We will provide reasonable assistance to You to find alternative lawyers.

Goods and Services Tax

1. We will reduce the GST amount We pay for by the amount of any input tax credits to which You are or would be entitled if You made a relevant acquisition. In these circumstances, the Input Tax Credit may be claimable through Your Business Activity Statement (BAS).
You must advise Us of Your correct Australian Business Number and taxable percentage.
2. The Limit of Indemnity and any applicable Sublimits are payable inclusive of GST. We will not indemnify you for any amount over the Limit of Indemnity shown in the Policy Schedule or, Sublimits shown in the Amount Payable Table.

Jurisdictional cover

1. Subject to subsection (2) of this clause, the coverage provided under this Policy will extend to any Claims brought in a court of law anywhere in the world except where:
 - (a) such Claim is brought in a court of law within the territorial limits of the United States of America or the Dominion of Canada or their territories or protectorates;
 - (b) such Claim arises out of the enforcement of any judgement, order or award obtained within, or determined pursuant to the laws of, the United States of America or the Dominion of Canada or their territories or protectorates; or
 - (c) such Claim is determined by application of the laws of the United States of America or the Dominion of Canada or their territories or protectorates.
2. The exceptions in relation to the United States of America or the Dominion of Canada or their territories or protectorates in Section D: Claims Conditions - Territorial Cover and Jurisdictional Cover do not apply to coverage under Section B: Personal Injury and Property Damage of this Policy in respect of Claims and actions arising from the presence outside Australia of any person who is normally resident in Australia and who is not undertaking manual work or supervision of work of any kind whilst in the United States of America or the Dominion of Canada or their territories or protectorates.

Provided always that the Limit of Indemnity in respect of coverage provided under this condition is inclusive of all Costs and Expenses as set out in Section B: Insuring Clause B - Costs and Expenses of this Policy.

Order of Payments

We shall make payment under this Policy as it becomes due and payable, without consideration of other future payment obligations.

If the payments to multiple Named Insureds become due and payable concurrently, We will endeavour to pay the natural person first.

The bankruptcy or insolvency of an Insured does not relieve Us of Our obligations to make any payment covered under this Policy.

Preventing Our Right of Recovery

If You've agreed with or told someone who caused You loss, damage or liability covered by Your Policy that You won't hold them responsible then, to the extent We've been prejudiced by this act, We won't cover You for that loss, damage or liability.

Subrogation

In respect of any Claim covered by this Policy, and without limiting Our rights at law, We shall be subrogated to all Your rights of recovery, and You shall execute all papers required and shall do everything reasonably necessary to secure and preserve such rights, including the execution of documents necessary to enable Us to effectively bring suit in Your name.

You shall not, without first obtaining Our written consent (which shall not be unreasonably withheld), do anything or fail to do anything which excludes, limits or prejudices Our rights of subrogation.

Territorial Cover

The coverage under this Policy will extend to liability arising out of acts, errors, omissions or Occurrences committed anywhere in the world except that, subject to Section D: Claims Conditions Jurisdictional Cover subsection (2), there will be no coverage:

1. under this Policy in respect of acts, errors or omissions which occur within the territorial limit of the United States of America or the Dominion of Canada or their territories or protectorates; or
2. arising out of Your Information and Communication Technology knowingly exported, sold, licensed, shared by You or Your agents or servants to the United States of America or the Dominion of Canada or their territories or protectorates.

Section E: General Conditions

Assignment of Interest

No change in, or modification of, or assignment of interest under this Policy shall be effective, except when made by written endorsement to this Policy and signed by an authorised employee of Ours.

Cancellation

You may cancel this Policy at any time by notifying Us in writing, and We will allow a pro-rata refund of Premium for the unexpired Period of Insurance, unless a Claim or circumstance has been notified to Us during the Period of Insurance, in which case, no Premium will be refunded.

We may cancel this Policy in accordance with the relevant provisions of the *Insurance Contracts Act 1984* (Cth), or any Subsequent Legislation, and We will provide a pro-rata refund of Premium for the unexpired Period of Insurance unless a Claim or circumstance has been notified to Us during the Period of Insurance in which case no Premium will be refunded.

Deductible

In respect of each Claim or Investigation made against You (or loss You incur) You shall bear the amount of the Deductible at Your own risk and We shall only be liable to indemnify You for that part of any Claim, Investigation or Investigation Costs and Expenses (or any loss You incur) which is in excess of the Deductible.

In the event of a Claim by You or Investigation notified under this Policy, You shall, if requested by Us, pay to Us (or as We direct) the Deductible within seven working days of any request. We may collect the Deductible from You at any time. Alternatively, We may request You to pay the Deductible, in whole or part directly to Our external lawyers until the full amount of the Deductible is exhausted.

Any delay, failure or refusal by You to pay the Deductible will entitle Us to deduct such amount from any amounts required to settle any Claim or judgment, order, or any other payment to be made by Us under this Policy. If a failure or refusal to grant access to monies for any Deductible results in a failure of a settlement or an increase in Costs and Expenses, Our liability in connection with such Claim shall not exceed the amount for which the Claim could have been so settled plus the Costs and Expenses incurred with Our written consent (which shall not be unreasonably withheld) up to the date of such failure or refusal, less the Deductible.

Where We have elected to pay all or part of the Deductible in respect of any Claim or Investigation (or any loss or claim), You shall, within seven working days of any request reimburse Us for such payment. In respect of any Claim or Investigation (or any loss or claim) where the amount of the Claim or Investigation Costs and Expenses (or any loss or claim) is less than the amount of the Deductible, You shall bear all Costs and Expenses and/or Investigation Costs and Expenses associated therewith unless We have agreed to meet such Costs and Expenses pursuant to Insuring Clause B and/or Investigation Costs and Expenses pursuant to the Policy Extension Investigation Costs and Expenses.

Any Costs and Expenses We incur to determine whether We have a liability to indemnify You under this Policy shall not be subject to the Deductible but shall be borne by Us.

Discharge of liabilities

We may at any time pay to You in respect of any Claim against You, being the subject of one Limit of Indemnity, the balance of that Limit of Indemnity and upon that payment We will relinquish conduct or control of and be under no further liability under this Policy in connection with that Claim, except for:

1. Costs and Expenses recoverable from You for all or part of the period prior to such payment; and
2. Costs and Expenses covered under Section A: Insuring Clause B - Costs and Expenses and Section B: Insuring Clause B, Costs and Expenses prior to such payment.

Inspection of property

We will be permitted but not obligated to inspect Your property and operations at any reasonable time by providing You with reasonable notice. Neither Our right to inspect nor Our failure to inspect nor the making of any inspection nor any report of an inspection may be used by You or others in any action or proceeding involving us.

Insurance Contracts Act 1984

Except as is expressly provided, nothing contained in this Policy is to be construed so as to reduce or waive either Your or Our privileges, rights or remedies available under the *Insurance Contracts Act 1984* (Cth), or any Subsequent Legislation.

Material Alteration to Risk

You shall give Us written notice as soon as practicable of any material alteration during the Period of Insurance to the risk, as disclosed to us at the commencement or renewal of this Policy or in the Policy Schedule, including but not limited to:

1. You going into voluntary bankruptcy, receivership, liquidation or any other form of external administration or You failing to pay debts or breaching any other obligation giving rise to the appointment of a receiver or bankruptcy or winding-up proceedings;
2. any material change in the nature of the professional services offered by You as specified on the Policy Schedule under Your Profession;
3. any material change to the geographical location your professional services are provided;
4. if You obtain an Australian Financial Services Licence (AFSL);
5. losing Your entitlement to practice in Your Profession; or
6. any cancellation of Your registration to perform Information and Communication Technology services or restrictions placed on Your licence.

Where such notice is given or where there is any material alteration to the risk, We shall be entitled to cancel this Policy in accordance with the *Insurance Contracts Act 1984* (Cth), or any Subsequent Legislation.

Other Insurance

In the event that a policy of insurance or policies of insurance are listed in the Policy Schedule, those policies will act as primary insurance and this Policy will only apply in excess of such policy(ies) of insurance.

You shall notify Us immediately upon entering into any other policy(ies) of insurance that provides insurance cover in respect of the risks insured by this Policy.

The policy(ies) noted in the Policy Schedule shall be maintained by You in full effect during the currency of this Policy.

Policy Construction and Interpretation

The construction, interpretation and meaning of the provisions of this Policy will be determined in accordance with the law of the State, Territory or Country in which this Policy is issued, being the place of issue specified in the Policy Schedule, and any disputes relating thereto will be submitted to the exclusive jurisdiction of the courts of such State, Territory or Country. If no place of issue is shown in the Policy Schedule it is agreed that the place of issue is Sydney, New South Wales, Australia.

The titles of paragraphs in this Policy are included for descriptive purposes only and do not form part of this Policy for the purpose of its construction or interpretation.

For the purpose of construction or interpretation of paragraphs in this Policy:

1. where 'and' appears, all subparagraphs must be satisfied;
2. where 'or' appears, only one subparagraph must be satisfied.

Under this Policy, the singular includes the plural and vice versa and reference to a person includes a body corporate, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust.

Records

We may examine and audit Your books and records at any time during the Period of Insurance and within three years thereafter but that examination and audit will be restricted to matters which in Our opinion are relevant to the Policy.

You must keep records of all matters and information requested by Us and must on reasonable notice allow Us or Our nominee to inspect and make copies of those records.

Recovery Action and Uninsured Loss

You must not do anything that may prejudice Our rights of recovery against any third party, including but not limited to agreeing not to seek any compensation from any other person that is or is potentially liable to compensate You for any loss.

If We pay Your Claim, We may seek to recover the amount paid to You from the third party who caused the loss. We will do this in Your name and You must assist Us with any reasonable requests.

If You have suffered loss which is not covered by this Policy, We may offer to attempt to recover this for You. You may specifically ask Us to recover this for You. You will need to give Us Documents supporting Your loss. Before We include any uninsured loss in the recovery action We will also ask You to agree to the basis on which We will handle Your recovery action. You may need to contribute to legal costs in some circumstances.

References to Legislation

Legislation referenced in this Policy includes Subsequent Legislation. Any term used in this Policy and defined by reference to legislation will have the meaning given in any replacement definition or definition with materially the same object or purpose in Subsequent Legislation.

Section F: Words with special meanings

Some key words and terms used in this Policy have a special meaning.

Wherever the following words or terms are used in the Policy, they mean what is set out below:

Word or Term	Meaning
Act of Terrorism	any act, or preparation in respect of action, or threat of action by any person or group(s) of persons, or government(s) designed to influence a government or done for, or in connection with, political, religious, ideological or similar purposes or reasons to intimidate the public, or any section of the public which: <ol style="list-style-type: none"> 1. involves the use of force or violence against one or more persons; or 2. involves damage to property; or 3. endangers life other than that of the person committing the action; or 4. creates a risk to health or safety of the public or a section of the public; or 5. is designed to interfere with or to disrupt an electronic system.
Adverse Publicity Event	an event which, in the reasonable opinion of the Named Insured, or, where a company, a Director of the Named Insured, might cause Your reputation to be seriously affected by adverse or negative publicity.
Aggregate Limit of Indemnity	the amount shown as the Aggregate Limit of Indemnity in the Policy Schedule.
Aircraft	any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space but does not include a less than 2kg in weight unmanned aerial device while being flown over private property.
Business	the business described in the Policy Schedule including: <ol style="list-style-type: none"> 1. marketing, trade shows and other ancillary activities carried out to promote the business; 2. the provision of canteens, social, sports welfare and childcare organisations for the benefit of Your Employees; or 3. first aid, fire and ambulance services and the maintenance of Your premises.
Claim	<ol style="list-style-type: none"> 1. the receipt by You of any written notice of demand for compensation made by a third party against You; or 2. any writ, statement of claim, summons, application or other originating legal or arbitral process, cross-claim, counterclaim or third or similar party notice served upon You which contains a demand for compensation made by a third party against You.
Computer Equipment	means but is not limited to any or any combination or part of Data, computer hardware, operating system, application, software and computer chip, including microprocessor chip or embedded control logic.
Computer System	any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, Data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
Contract	a written contract for the provision of Information and Communication Technology entered into between You and a customer of Yours.
Costs and Expenses	the reasonable legal costs and other expenses incurred by or on behalf of You or by Us in the Investigation, defence or settlement of a Claim.
Court Attendance Costs	the costs incurred by an Employee, partner, principals or director of Yours where they are legally compelled to attend a civil proceeding as a witness in a matter arising under the Policy. Court Attendance Costs do not include regular or overtime wages, salaries or fees of the Employee, partner, principals or director of Yours.
Data	information such as text, numbers, sounds and images that can be processed by any form of Computer System.
Document	deeds, wills, agreements, maps, plans, books, letters, policies, certificates, forms and documents of any nature whatsoever, whether written, printed or reproduced by any method including computer records and electronic Data material but shall not include bearer bonds or coupons, stamps, bank or currency notes or any other negotiable instrument.
Deductible	the amount of deductible as specified in the Policy Schedule.

Word or Term	Meaning
Dual Controls	<ol style="list-style-type: none"> 1. any cheque payment or electronic money transfer from an account which You have authority to operate receives prior approval by at least two approved signatories; 2. the person reconciling Your bank statements is not the same person that operates Your bank accounts; and 3. if You are required to maintain a trust account by law, it is independently audited on an annual basis.
Employee	any person engaged under a contract of service or apprenticeship with You but does not include any person employed under such a contract who is excluded from the definition of 'worker' under any workers' compensation legislation.
Extended notification period	the period specified in Section A: Policy Extensions – Extended Notification Period.
Family Member	<ol style="list-style-type: none"> 1. any spouse, domestic partner, or companion; 2. any parent, or parent of the spouse, domestic partner or companion; or 3. any sibling or child, of You or Yours.
Funds	amounts representing Money held in an account maintained by a person or entity at a financial institution, from which You are authorised by the person or entity to request the transfer, payment or delivery of an amount of Money.
Hovercraft	any vessel that transports people or items using a cushion of air.
Information and Communication Technology	<ol style="list-style-type: none"> 1. any Computer Equipment, software, hardware or firmware sold, manufactured, produced, installed, repaired, serviced, treated, supplied, distributed, licensed or shared by You; and/or 2. any service, advice or work provided by You in relation to or in connection with point 1 above, and includes the provision of Data processing, Data warehousing, facilities management and outsourcing, telecommunication and Data communication services provided by You in the conduct of the Business.
Insolvency Event	<ol style="list-style-type: none"> 1. an application being made for an administration order or the purported appointment of, or the filing at court or issue of any notice of intention to appoint, an administrator in relation to You or any of Your Subsidiary undertakings; 2. a petition being presented, a meeting being convened, or an effective resolution being passed, otherwise than with Our prior written consent as part of a solvent reconstruction or amalgamation for the winding up of the Named Insured or any of its Subsidiary undertakings; 3. possession being taken of, or a receiver, sequestrator or similar officer being appointed in respect of, the whole or any part of the assets or undertaking of the Named Insured or any of its subsidiaries; 4. You or any of Your Subsidiary undertakings suspending or threatening to suspend payment of Your debts as they fall due or being, or unlikely to become, unable to pay Your debts; 5. Your directors or partners of any of Your Subsidiary undertakings: <ol style="list-style-type: none"> (a) making a proposal that You enter into a voluntary arrangement; (b) taking any steps to obtain a moratorium; (c) taking or being subject to any proceedings under the law for the readjustment, rescheduling or deferment of all or any of Your debts; or (d) proposing or entering into any general assignment or composition with or for the benefit of Your creditors. 6. You or any of Your Subsidiary undertakings ceasing or threatening to cease to carry on all or a substantial part of the Business or operations, or selling, transferring or otherwise disposing of the whole or a substantial part of Your undertaking or assets, either by a single transaction or by a number of transactions; or 7. the occurrence in respect of the Named Insured or any of its Subsidiary undertakings of any event in any jurisdiction to which it is subject having an effect similar to that of any of the events referred to in paragraphs 1 to 6 above.

Word or Term	Meaning
Investigation	<p>any official investigation, examination, enquiry or inquiry that is in relation to Your provision of Information and Communication Technology conducted by a:</p> <ol style="list-style-type: none"> 1. Royal Commission, Commission of Inquiry or Northern Territory Board of Inquiry; 2. Coronial inquiry; 3. Regulatory Authority; or 4. disciplinary committee of any association or professional body of which You are a member, <p>in which you are:</p> <ol style="list-style-type: none"> 1. identified in writing as a target during the Period of Insurance; 2. requested or required to attend interviews or answer questions during the Period of Insurance; or 3. requested or required to produce documents during the Period of Insurance. <p>By way of clarification Investigation does not include any investigation, examination, enquiry or inquiry:</p> <ol style="list-style-type: none"> 1. conducted by any Parliament of the State, Territory or Commonwealth; 2. conducted by any Court of the State, Territory or Commonwealth; or 3. that is industry-wide, not specific to the Insured, or any routine supervision, inspection, compliance or similar review by a Regulatory Authority or any other body.
Investigation Costs and Expenses	<p>the reasonable costs and expenses incurred with Our prior written consent (which will not be unreasonably withheld) for legal advice and representation in connection with an Investigation.</p> <p>It does not include:</p> <ol style="list-style-type: none"> 1. any fine, Penalty or order for the payment of monetary compensation; or 2. Remuneration, cost of Your time, or any of Your other costs or overheads.
Licensee	any party who enters into a licence agreement with You.
Limit of indemnity	the applicable limit of indemnity specified in the Policy Schedule; inclusive of GST
Money	money, negotiable instruments, bearer bonds or coupons, stamps, bank or currency notes. 'Money' does not include any cryptocurrency.
Named insured	the person, persons, partnership, company, corporation or other entity specified as the named insured in the Policy Schedule.
Occurrence	an event, including continuous or repeated exposure to conditions, which results in Personal Injury or Property Damage neither expected nor intended by You. With respect to Personal Injury or Property Damage all such exposure to substantially the same general conditions will be deemed to be one occurrence.
Period of insurance	the period shown in the Policy Schedule.
Personal Injury	<ol style="list-style-type: none"> 1. bodily injury (and this expression includes death and illness), disability, shock, fright, mental anguish, mental injury; and 2. false arrest, wrongful detention, false imprisonment or malicious prosecution; and 3. wrongful entry or eviction or other invasion of the right of privacy; or 4. assault and battery not committed by or at Your direction unless reasonably committed for the purpose of preventing or eliminating danger to person or property.
Policy	<ol style="list-style-type: none"> 1. the Policy Schedule, insuring clauses, extensions, conditions, definitions, exclusions and other terms contained herein; and 2. any endorsement attaching to and forming part of this Policy either at inception or during the Period of Insurance.
Policy Schedule	the schedule of insurance, or any future replacement policy schedule, or endorsement schedule.
Pollutants	any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled or reconditioned or reclaimed.

Word or Term	Meaning
Premium	the premium specified in the Policy Schedule or in any endorsement to the Policy Schedule.
Products	<p>any goods that have left Your possession and control which You or the previous owners of Your Business have (or are deemed to have):</p> <ol style="list-style-type: none"> 1. manufactured, grown, extracted, produced, processed, constructed, or installed; 2. packaged, bottled, or labelled; 3. repaired, serviced, or treated; or 4. sold or distributed; <p>including any container other than a Vehicle.</p>
Product Recall Expenses	<p>the reasonable and necessary Cost(s) and Expenses You incur in relation to the recall of the Your Information and Communication Technology for:</p> <ol style="list-style-type: none"> 1. the preparation and issuance of communications to customers or the public, including media announcements; 2. external advice to prepare such communications; 3. transporting recalled Information and Communication Technology to a place reasonably designated by You; 4. the hiring of necessary additional persons to conduct the duties performed by Your regular staff members who are involved in effecting the recall of Information and Communication Technology, and the hiring of necessary additional storage space; 5. additional remuneration paid to staff members (other than their normally expected remuneration); 6. expenses incurred by staff members for transport and accommodation; and 7. disposing of any recalled Information and Communication Technology that cannot be reused.
Property	any tangible property that is not Money, Tangible Securities or Funds.
Property Damage	physical damage to, loss or destruction of tangible Property, including any resulting loss of use of the Property, or loss of use of tangible Property which has not been physically damaged, lost or destroyed, provided such loss of use is caused by an Occurrence.
Proposal	the proposal You made to Us containing particulars and statements.
Regulatory Authority	a person or entity appointed, constituted or acting under a delegation pursuant to any legislation for the purposes of enforcement of such legislation.
Remotely Piloted Aircraft Systems (RPASs)	<p>Remotely Piloted Aircraft Systems (RPASs) means unmanned aircraft systems used in connection with Your Business stated in Your Policy Schedule and:</p> <ol style="list-style-type: none"> 1. includes: <ol style="list-style-type: none"> (a) the Aircraft; (b) remote pilots (also known as controllers) and other personnel associated with the operation of the RPAS; or (c) pilot stations, command and control links, components specified in the design type and ground support equipment, other than fireworks, rockets, balloons or kites. 2. does not include RPASs: <ol style="list-style-type: none"> (a) with a maximum take-off weight greater than two kilograms; (b) that are jet-propelled; (c) with a payload other than fixed photographic, video, surveillance, measuring or monitoring equipment; (d) operated or used Beyond Visual Line of Sight (BVLOS) or with an Extended Visual Line of Sight (ELOS); or (e) that are Your Products.
Retroactive Date	the retroactive date as shown in the Policy Schedule.
Senior Counsel	a barrister in active practice who is entitled to use the post-nominals KC or SC in any one or more superior court in Australia or New Zealand.

Word or Term	Meaning
Subsequent legislation	<ol style="list-style-type: none"> 1. an act or regulation as amended, replaced or re-enacted; 2. where an act or regulation has been repealed, the current equivalent act or regulation (Commonwealth, State or Territory) with materially the same object or purpose whether in whole or in part.
Subsidiary	<ol style="list-style-type: none"> 1. any entity which by virtue of any applicable legislation or law is deemed to be a subsidiary of the Named Insured specified in the Policy Schedule; or 2. any entity over which the Named Insured specified in the Policy Schedule is in a position to exercise effective direction or control through ownership or control of more than fifty percent of the issued voting shares of such entity.
Tangible Securities	all negotiable and non-negotiable instruments or contracts representing either Money or other property but does not include Money.
Tool of Trade	a Vehicle which has a tool attached to it or used in conjunction with it which is used on worksite. Tool of Trade does not include Vehicles used for travelling to and from worksites or to carry goods to any premises.
You, Your	<ol style="list-style-type: none"> 1. the person, persons, partnership, company, corporation or other entity specified as the Named Insured in the Policy Schedule; 2. any predecessor in Business of any person or entity referred to in (1) above; 3. any person who is, during the Period of Insurance, a principal, partner, director or Employee of the Named Insured; 4. any former principals, partners, directors or Employees of the Named Insured; or 5. any office bearer or member of social and sporting clubs, canteen, welfare and childcare organisations and first aid, fire and ambulance services formed with the consent of the Named Insured in respect of Claims arising from their duties connected with the activities of any such club, organisation or service. <p>You/Your does not include the interest of any person other than as described (1)-(5) above.</p> <p>Indemnity for You as described in (3), (4) and (5) above is afforded only in respect of the conduct of the Named Insured's Business.</p>
Vehicle	any type of machine on wheels or on self laid tracks made or intended to be propelled by other than manual or animal power and any trailer or other attachment made or intended to be drawn by such machine.
Verification Procedures	<p>a method of authenticating the contents of a communication between You and:</p> <ol style="list-style-type: none"> 1. an Employee; 2. a third party with whom You have a genuine third party relationship; 3. Your offices; or 4. a bank, credit union, financial institution or similar entity, <p>for the purpose of protecting the integrity of the communication or the genuineness of the instruction:</p> <ol style="list-style-type: none"> (a) through a telephone call back procedure consisting of calling the telephone number of such requestor's organisation which is: <ol style="list-style-type: none"> (i) held on file by You; or (ii) verifiable in the public domain; <p>or</p> (b) where such instruction is in the form of an e-mail or mail or facsimile address, by verifying and ensuring that the genuine requestors' work e-mail or mail address is: <ol style="list-style-type: none"> (i) held on file by You; (ii) verifiable in the public domain; and (iii) through a telephone call back procedure consisting of calling the telephone number of the requestor's organisation which is, held on file by You or verifiable in the public domain.
Watercraft	any vessel, craft or thing made or intended to float on, or in, or travel on or through water.
We, Our, Us	QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.

