



QBE Insurance (Australia) Limited

Information and communication technology

Liability insurance policy

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About this booklet

This booklet contains 2 separate parts: General Information and the Policy Terms and Conditions.

General Information

This part of the booklet contains information you need to know before you take out a Policy. Please read it carefully before taking out this insurance.

Policy Terms and Conditions

The Policy part of this booklet contains the Policy Terms and Conditions, which detail all the terms, conditions and exclusions relating to the Policy. It forms part of your legal contract with us.

If we issue you with an insurance policy, you will be given a Policy Schedule. The Policy Schedule sets out the specific terms applicable to your cover and should be read together with the Policy Terms and Conditions.

The Policy Terms and Conditions and the Policy Schedule we send to you form your legal contract with us so please keep them in a safe place for future reference.

If you require further information about this product, please contact your financial services Provider.

About QBE Australia

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group Limited ABN 28 008 485 014 (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the largest insurers and reinsurers in the world.

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.

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.

The General Insurance Code of Practice

QBE Australia is a signatory to the General Insurance Code of Practice.

The Code aims to:

- Commit us to high standards of service
- Promote better, more informed relations between us and you
- Maintain and promote trust and confidence in the general insurance industry
- Provide fair and effective mechanisms for the resolution of complaints and disputes between us and you
- Promote continuous improvement of the general insurance industry through education and training.

Privacy

We'll collect personal information when you deal with us, our agents, other companies in the QBE group or suppliers acting on our behalf. We use your personal information so we can do business with you, which includes issuing and administering our products and services and processing claims. Sometimes we might send your personal information overseas. The locations we send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in detail where and from whom we collect personal information, as well as where we store it and the full list of ways we could use it. To get a free copy of it please visit qbe.com.au/privacy or contact QBE Customer Care.

It's up to you to decide whether to give us your personal information, but without it we might not be able to do business with you, including not paying your claim.

Resolving complaints & disputes

At QBE we're committed to providing you with quality products and delivering the highest level of service.

We also do everything we can to safeguard your privacy and the confidentiality of your personal information.

Something not right?

We know sometimes there might be something you're not totally happy about, whether it be about our staff, representatives, products, services or how we've handled your personal information.

Step 1 – Talk to us

If there's something you'd like to talk to us about, or if you'd like to make a complaint, speak to one of our staff. When you make your complaint please provide as much information as possible. They're ready to help resolve your issue.

You can also contact our Customer Care Unit directly to make your complaint. Our aim is to resolve all complaints within 15 business days.

Step 2 – Escalate your complaint

If we haven't responded to your complaint within 15 days, or if you're not happy with how we've tried to resolve it, you can ask for your complaint to be escalated for an Internal Dispute Resolution (IDR) review by a Dispute Resolution Specialist.

The Dispute Resolution Specialist will provide QBE's final decision within 15 business days of your complaint being escalated, unless they've requested and you've agreed to give us more time.

Step 3 – Still not resolved?

If you're not happy with the final decision, or if we've taken more than 45 days to respond to you from the date you first made your complaint, you can contact the Australian Financial Complaints Authority (AFCA). AFCA is an ASIC approved external dispute resolution body.

AFCA resolves insurance disputes between consumers and insurers, at no cost to you. QBE is bound by AFCA decisions - but you're not. You can contact AFCA directly and they'll advise you if your dispute falls within their Rules.

Disputes not covered by the AFCA Rules

If your dispute doesn't fall within the AFCA Rules, and you're not satisfied with our decision then you may wish to seek independent legal advice.

Privacy complaints

If you're not satisfied with our final decision and it relates to your privacy or how we've handled your personal information, you can contact the Office of the Australian Information Commissioner (OAIC).

Contacting QBE's CCU, AFCA or the OAIC

How to contact QBE Customer Care

Phone	1300 650 503 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays). Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	<ul style="list-style-type: none"> complaints@qbe.com, to make a complaint. privacy@qbe.com, to contact us about privacy or your personal information. customercare@qbe.com, to give feedback or pay a compliment.
Post	Customer Care, GPO Box 219, Parramatta NSW 2124

How to contact AFCA

Phone	1800 931 678 (free call)
Email	info@afca.org.au
Online	www.afca.org.au
Post	Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

How to contact the OAIC

Phone	1300 363 992 Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	enquiries@oaic.gov.au
Online	www.oaic.gov.au

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 Clause 1.7 of the Policy 'Continuous cover' and coverage afforded pursuant to the extended notification period, the Policy does not provide cover in relation to:

- acts, errors or omissions actually or allegedly committed prior to the retroactive date of the Policy (if a date is specified)
- 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
- Claims notified or arising out of facts or circumstances notified (or which ought reasonably to have been notified) under any previous Policy
- Claims made, threatened or intimated against you prior to the commencement of the period of insurance
- 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
- 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 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 arising 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 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.

Section A: Errors and Omissions

Insuring clause A

1.1 Act, Error or Omission

We agree to indemnify you against legal liability for all Claims for direct or indirect economic loss suffered by a third party in respect of acts, errors or omissions (including any actual or alleged breach of contract by you) incurred in the provision of Information and Communication Technology which are:

- (a) first made against you during the period of insurance; and
- (b) notified to us during the period of insurance or where applicable, the extended notification period; and
- (c) not excluded under Section C (Exclusions).

1.2 Our duty to defend

In the event of a Claim against you to which insurance under Section A of this Policy applies, then we will defend in your name and on your behalf any such Claim even if the Claim is groundless, false or fraudulent (other than by or on behalf of you). We will investigate, negotiate and settle any such Claim as we see fit.

Insuring Clause B

1.3 Defence costs

In respect of a Claim, we agree to pay defence costs, in addition to the limit of indemnity (but only up to an amount equal to the limit of indemnity), provided always that if a payment in excess of the amount of indemnity available under this Policy is made to dispose of a Claim, our liability for such defence costs will be such proportion of those defence costs as the amount of indemnity available under this Policy bears to the amount paid to dispose of the Claim. We shall not be obliged to defend, or to continue to defend, any Claim or pay, or continue to pay, any defence costs associated with such defence, once the limit of indemnity has been exhausted.

1.4 Retroactive date

Where a retroactive date is specified in the Policy Schedule, then this Policy will only provide cover in respect of acts, errors or omissions committed or alleged to have been committed after the retroactive date.

1.5 Limit of indemnity

- (a) Our total liability under this Policy section for any one Claim, will not exceed the limit of indemnity specified in the Policy Schedule, and our total liability in the aggregate in respect of all Claims, during the period of insurance, will not exceed the aggregate limit of liability specified in the Policy Schedule. Under no circumstances will any Claim give rise to indemnity under both Section A and Section B of this Policy.
- (b) This clause does not increase any sub-limit in the Policy.

1.6 Multiple claims

- (a) All causally connected or interrelated acts, errors or omissions will jointly constitute a single act, error or omission under this Policy.
- (b) Where a single act, error or omission gives rise to more than one Claim, all such Claims will jointly constitute one Claim under the Policy, and only one deductible or limit of indemnity will be applicable in respect of such Claim.

1.7 Continuous cover

In the absence of fraudulent non-disclosure, where a Claim that would have been covered under this Policy is excluded by exclusion 7.6 of this Policy (prior or pending) and you are precluded from claiming indemnity under your previous Professional Indemnity and / or Information and Communication Technology Liability insurance policy ("previous policy") then we agree to extend indemnity under Section A of this Policy to any Claim arising from or attributable to or in consequence of any fact or circumstance which could have been, but which was not, notified under the "previous policy". Provided that:

- (a) if the fact or circumstance had been notified under the "previous policy", you would have been entitled to indemnity under the "previous policy"; and
- (b) apart from our right to refuse indemnity due to:
 - (i) failure to disclose the fact or circumstance to us before this Policy was entered into; or
 - (ii) the application of exclusion 7.6; (prior or pending)

You would be entitled to indemnity under this Policy; if:

- (c) you have continued without interruption to be insured under a similar Professional Indemnity or Information and Communication Technology Liability insurance policy to the "previous policy" 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; and
- (d) our liability for the Claim shall not exceed the amount of indemnity which would have been available under the "previous policy", if the fact or circumstance had been notified under that "previous policy", or the relevant limit of indemnity under this Policy, whichever is the lesser.

Extensions

Preamble

We will provide indemnity as is available under the extensions in Section A for nil additional premium, provided always that:

- (a) each extension is subject to the Policy Schedule, insuring clauses, conditions, definitions, exclusions, deductible and other terms of this Policy (unless otherwise stated herein);
- (b) the inclusion of any extension shall not increase the limit of indemnity (unless otherwise stated herein).

2.1 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:

- (a) failed to comply with the duty of disclosure in terms of the Insurance Contracts Act 1984; or
- (b) made a misrepresentation to us before this contract of insurance was entered into; or
- (c) failed to comply with any terms or conditions of this Policy;

will not prejudice the right of the remaining parties to indemnity as may be provided by this Policy. Provided always that such remaining parties must:

- (i) be entirely innocent of and have had no prior knowledge of any such conduct; and
- (ii) as soon as is reasonably practicable upon becoming aware of any such conduct, have advised us in writing of all known facts in relation to such conduct.

2.2 Trade Practices and Related Legislation

We agree to provide coverage in respect of any Claim made against you under the terms of the Trade Practices Act 1974 (Commonwealth), the Fair Trading Act 1987 (NSW), the Fair Trading Act 1985 (Victoria) or similar legislation enacted by other Governments falling within the territorial scope of coverage afforded under this Policy.

2.3 Defamation

We agree to provide coverage in respect of any Claim made against you for Defamation.

2.4 Fraud and dishonesty

We agree to provide coverage in respect of any Claim, which would otherwise be excluded by reason of exclusion 7.14 (fraud and dishonesty) provided always that:

- (a) such coverage will not be provided to any person committing or condoning any act, error or omission or breach excluded by reason of exclusion 7.14 (fraud and dishonesty); and
- (b) such coverage will not apply to loss of money, negotiable instruments, bearer bonds or coupons, stamps, bank or currency notes.

2.5 Outgoing principals

We agree to provide coverage for any Claim made against you in respect of your legal liability for acts, errors or omissions of any former principal, partner, director or employee of yours in the conduct of the business.

2.6 Consultants, sub-contractors and agents

We agree to provide coverage in respect of your legal liability for acts, errors or omissions of any consultant, sub-contractor or agent provided always that such coverage will not extend to any liability of such consultant, sub-contractor or agent. Except to the extent that such cover is afforded under optional extension 3.2 covered contractors.

2.7 Intellectual property

We agree to provide coverage in respect of any Claim made against you for any unintentional infringement of copyright, trademarks, registered designs, circuit layout rights, plagiarism or breach of confidentiality by you. Our total aggregate liability during the period of insurance under this extension will not exceed \$5,000,000 or the amount equal to the limit of indemnity as shown for Section A in the Policy Schedule whichever is the lesser amount. It being understood and agreed that our liability under this extension will be in addition to the limit of indemnity as shown for Section A in the Policy Schedule.

2.8 Joint Venture

We agree to provide coverage in respect of any Claim made against you singly or with others arising out of the business where you are engaged as a joint venturer or as a partner provided always that such coverage will not extend to any joint venturer or partner.

2.9 Loss of data

We agree to provide coverage in respect of any Claim made against you arising from the loss of any data which have been:

- (a) destroyed, erased, damaged or corrupted; or
- (b) lost or mislaid and, after diligent search, cannot be found.

Provided always that the discovery of such loss of data occurred during the period of insurance and was notified in writing to us within twenty-eight (28) days after discovery.

2.10 Advance payment of defence costs

We agree to advance up to a maximum of \$100,000 in defence costs to you for each claim made against you pending our decision whether to grant or refuse indemnity in respect of that Claim provided that:

- (a) no defence costs will be payable where they are less than the amount of the deductible, and
- (b) defence costs advanced are repayable by you in the event that the Claim is not indemnifiable under the Policy.

2.11 Official investigations, inquiries and proceedings

Where you are required to attend any civil, criminal, administrative or regulatory investigation, examination or inquiry relating to the provision of Information and Communication Technology services, and such representation is required or compelled by any official body legally empowered to investigate your affairs, subject to the deductible, we agree to pay on notification, legal costs incurred with our written consent up to \$250,000. Such legal costs shall be part of and not additional to the limit of indemnity as shown in the Policy Schedule.

For the purposes of this extension, notification shall mean notice of any facts or circumstances which may reasonably be expected to result in a Claim by you against us on this Policy under this Extension. Such notice will include all other relevant details and documents concerning the potential Claim.

2.12 Court attendance costs

We agree to provide up to \$250 per day for court attendance costs incurred by you if you are legally compelled to attend a civil proceeding as a witness in a Claim covered by this Policy. Our total aggregate liability during any one period of insurance for all court attendance costs shall not exceed \$50,000, and shall be part of and not additional to the limit of indemnity as shown in the Policy Schedule.

2.13 Public relations expenses

Where you retain the services of a public relations consultant for the sole purpose of protecting your reputation that has been brought into question as a direct result of a Claim covered by this Policy, we agree to pay any reasonable fees, costs, and expenses of such public relations consultant. Provided always that:

- (a) You notify us within twenty eight (28) days of first becoming aware of your reputation being brought into question, and provide full written details outlining the circumstances surrounding the event; and
- (b) We have given our prior written consent to retain the services of such public relations consultant; and
- (c) Our total aggregate liability during any one period of insurance for all public relations expenses shall not exceed \$50,000, and shall be part of and not additional to the limit of indemnity as shown in the Policy Schedule.

Optional Extensions

Preamble

We agree to provide indemnity as may be available under the optional extensions in Section A provided always that:

- (a) each optional extension is subject to the Policy Schedule, insuring clauses, conditions, definitions, exclusions, deductible and other terms of the Policy (unless otherwise stated herein);
- (b) where an optional extension is not specified in the Policy Schedule then this Policy will not provide coverage under such extension; and
- (c) the granting of any optional extension is at our sole and absolute discretion and we reserve the right to charge any additional premium as we may require.

3.1 Licensee intellectual property rights

We agree to provide coverage which would otherwise be excluded by reason of exclusion 7.1 (assumed liability) in respect of 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 rights.

3.2 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.

3.3 USA and Canada Cover

We agree to extend coverage which would otherwise be limited by conditions 8.4 (territorial cover) or 8.5 (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:

- (a) 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
- (b) 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 provided under this condition is inclusive of all defence costs as set out in insuring Clause 1.3 (defence costs) of this Policy.

Section B: Personal Injury and Property Damage

Insuring Clause A

4.1 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;

- (a) personal injury; or
- (b) property damage

occurring during the period of insurance and caused by an occurrence in connection with your business.

4.2 Our duty to defend

In the event of a Claim against you to which insurance under Section B of this Policy applies, then we will defend in your name and on your behalf any such Claim even if the Claim is groundless, false or fraudulent (other than by or on behalf of you). We will investigate, negotiate and settle any such Claim as we see fit.

Insuring Clause B

4.3 Defence cost

With respect to the indemnity provided by insuring clause 4.1 (personal injury and property damage), in respect of any Claim, we will:

- (a) pay all defence costs 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; and
- (b) reimburse you for all reasonable defence costs, other than loss of earnings, incurred, with our consent, in connection with the defence of the Claim; and
- (c) 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).

Provided always that:

- (i) the amount payable by us, except payments in settlement of the Claim or any judgment and all costs awarded against you, is in addition to the limit of indemnity (but only up to an amount equal to the limit of indemnity); and
- (ii) if a payment in excess of the amount of indemnity available under this Policy is made to dispose of a Claim, our liability for those defence costs will be such proportion of those defence costs as the amount of indemnity available under this Policy bears to the amount paid to dispose of the Claim. We shall not be obliged to defend, or to continue to defend, any Claim or pay, or continue to pay, any defence costs associated with such defence, once the limit of indemnity has been exhausted.

4.4 Limit of indemnity

- (a) 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.
- (b) 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.

- (c) Under no circumstances will any Claim give rise to indemnity under both Section A and Section B of this Policy.

4.5 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.

Extensions

Preamble

We will provide indemnity as is available under the extensions in Section B for nil additional premium, provided always that:

- (a) each extension is subject to the Policy Schedule, insuring clauses, conditions, definitions, exclusions, deductible and other terms of this Policy (unless otherwise stated herein);
- (b) the inclusion of any extension shall not increase the limit of indemnity (unless otherwise stated herein).

5.1 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:

- (a) failed to comply with the duty of disclosure in terms of the Insurance Contracts Act 1984; or
- (b) made a misrepresentation to us before this contract of insurance was entered into; or
- (c) failed to comply with any terms or conditions of this Policy;

will not prejudice the right of the remaining parties to indemnity as may be provided by this Policy. Provided always that such remaining parties must:

- (i) be entirely innocent of and have had no prior knowledge of any such conduct; and
- (ii) as soon as is reasonably practicable upon becoming aware of any such conduct, have advised us in writing of all known facts in relation to such conduct.

5.2 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 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 use of such premises in the carrying on of your business.

5.3 Consultants, sub-contractors and agents

We agree to provide coverage in respect of your legal liability for acts, errors or omissions of any consultant, sub-contractor or agent provided always that such coverage will not extend to any liability of such consultant, sub-contractor or agent. Except to the extent that such cover is afforded under optional extension 6.1 (covered contractors).

5.4 Joint venture

We agree to provide coverage in respect of any Claim made against you singly or with others arising out of an occurrence in connection with the business where you are engaged as a joint venturer or as a partner provided always that such coverage will not extend to any joint venturer or partner.

Optional Extensions

6.1 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.

6.2 USA and Canada cover

We agree to extend coverage which would otherwise be limited by conditions 8.4 (territorial cover) or 8.5 (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:

- (a) 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
- (b) 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 defence costs.

Section C: Exclusions

Notwithstanding anything to the contrary in this Policy we will not be liable to provide indemnity in respect of any:

- (a) legal liability;
- (b) Claim;
- (c) defence costs; or
- (d) 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:

7.1 Assumed liability

Any liability of others assumed by you under any agreement, EXCEPT THAT this exclusion does not apply to:

- (a) any such liability which is, or would have been implied by law in such agreement or would have arisen separately from it; or
- (b) any liability which arises from your agreement in a written 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; or
- (c) in relation to Section B (personal injury and property damage), the liability which arises from 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; or
- (d) any liability which is under an implied warranty of fitness or quality with regard to your Information and Communications Technology; or
- (e) any liability which is in respect of the treatment or use of confidential information.

7.2 Property in custody and control

Property damage to:

- (a) property owned by, or leased to, or rented to you; or
- (b) property in the physical or legal control of you except that this exclusion does not apply to liability for property damage to:
 - (i) premises (including landlord’s fixtures and fittings) which are leased or rented to you for the purposes of the business; or
 - (ii) premises (or their contents) not owned, leased to, or rented to you but temporarily occupied by you for the purposes of the business; or
 - (iii) 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
 - (iv) 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, subject to a maximum indemnity of \$250,000 for any one occurrence and in the aggregate in any one period of insurance.

7.3 Information and Communication Technology recall

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:

- (a) 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
- (b) 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.

7.4 Aircraft and watercraft

- (a) The ownership, maintenance, operation or use by you of:
 - (i) any aircraft; or
 - (ii) any watercraft; or
- (b) 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.

7.5 Vehicles

Personal injury or property damage arising out of the ownership, possession, operation, maintenance or use by you or on your behalf of any vehicle:

- (a) which is registered or which is required under any legislation to be registered, or
- (b) in respect of which compulsory liability insurance or statutory indemnity is required by virtue of any legislation (whether or not that insurance is effected).

Exclusions 7.5(a) and (b) above do not apply to:

- (c) personal injury where:
 - (i) that compulsory liability insurance or statutory indemnity does not provide indemnity, and
 - (ii) the reason or reasons why that compulsory liability insurance or statutory indemnity does not provide indemnity do not involve a breach by you of legislation relating to vehicles.
- (d) property damage arising out of and during the loading or unloading of goods to or from any vehicle.

7.6 Prior or pending

In relation only to Section A (errors and omissions) any Claim:

- (a) first made, threatened or intimated against you prior to the period of insurance; or
- (b) directly or indirectly based upon, attributable to, or in consequence of any fact or circumstance:
 - (i) of which written notice has been given, or ought reasonably to have been given, under any previous policy; or

- (ii) 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.

7.7 Trading debts / insolvency

- (a) Any trading debt incurred by you or any guarantee given by you for a debt;
- (b) The insolvency, bankruptcy or liquidation of any party to a contract for the provision of Information and Communication Technology.

7.8 Related parties

Any matter where the Claim is brought or maintained by or on behalf of:

- (a) an insured party or any holding company, subsidiary company or related body corporate of yours or by any corporation whose board or directors is subject to control by your board of directors; or
- (b) any person who, at the time of the act, error or omission giving rise to the Claim is a family member unless such person is acting without your prior direct or indirect solicitation or co-operation. For the purpose of this exclusion, 'family member' means:
 - (i) any spouse, domestic partner or companion; or
 - (ii) any parent, or parent of the spouse, domestic partner or companion; or
 - (iii) any sibling or child;

who permanently resides with you.

7.9 Refund of payment

The repayment of any money received or entitled to be received for any Information and Communication Technology provided by you in connection with the renegotiation of a contract price.

7.10 Asbestos

Claim directly or indirectly based upon, attributable to, or in consequence of the manufacturing, mining, processing, treating, handling, installing, using, removing, transporting, selling, distributing, and/or storage of asbestos, asbestos products or any product containing asbestos.

7.11 Employment liability

- (a) Personal injury to any employee arising directly or indirectly out of or in the course of employment in the business except that this exclusion does not apply in respect of injuries which are not compensated under the workers' compensation legislation in Queensland where employment is not the major significant factor causing the injury;
- (b) Any Claim or Claims arising out of the provisions of any workers' compensation legislation or any industrial award or agreement or determination;
- (c) Any matter for which you are or would have been entitled to seek indemnity under any policy of insurance required to be taken out pursuant to any legislation relating to workers' or workmen's compensation including any legislation of any state or territory (whether insurance is effected or not); or
- (d) Damage to or destruction of any property of any employee, including loss of use arising out of or in the course of employment in the business.

7.12 Faulty workmanship

Your own costs of performing, correcting or improving any work undertaken by you.

7.13 Fines, penalties and punitive damages

Fines, penalties, liquidated damages, punitive damages, exemplary damages, aggravated damages and any additional damages resulting from the multiplication of compensatory damages.

7.14 Fraud and dishonesty

- (a) Any actual or alleged dishonest, fraudulent, criminal, or malicious act, error or omission of yours or your consultants, sub-contractors, or agents; or
- (b) Any act, error or omission of yours or your consultants, sub-contractors, or agents committed or alleged to have been committed with a reckless disregard for the consequences thereof; or
- (c) Wilful breach of any statute, contract or duty by you or your consultants, sub-contractors, or agents.

7.15 Non Information and Communication Technology activities

- (a) Your provision of any advice on insurance or any failure of yours to effect or maintain any type of insurance; or
- (b) Your provision of any advice on investment, marketing, financial or tax matters; or
- (c) The provision of finance.

7.16 Breach of duty under corporations law

Arising out 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.

7.17 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.

7.18 Pollution

- (a) The discharge, dispersal, release or escape of Pollutants into or upon land, the atmosphere, or any water course or body of water;
- (b) Any costs and expenses incurred in the prevention, removing, nullifying or clean-up of such contamination or pollution other than 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 which results in personal injury and/or property damage.

7.19 Radioactivity

- (a) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion, combustion will include any self-sustaining process of nuclear fission; or
- (b) Nuclear weapons material.

7.20 War

Any 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.

7.21 Terrorism

- (a) Any act of terrorism or any action taken in controlling, preventing, suppressing or in any way relating to an act of terrorism ('the terrorism exclusion').
- (b) Any act of terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is done for, or in connection with, political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- (c) The terrorism exclusion operates in connection with any act of terrorism regardless of any other cause(s) or event(s) and regardless of the sequence of the act of terrorism and the other cause(s) or event(s).
- (d) If we assert that the terrorism exclusion applies, then in any action, suit, proceedings or Claim brought by or on behalf of you in connection with the terrorism exclusion, the burden of proving that the terrorism exclusion does not operate shall be upon you. We are not required to prove that the terrorism exclusion applies.
- (e) If you bring any action, suit, proceedings or Claim on the Policy in connection with the operation of the terrorism exclusion, and you do not prove the terrorism exclusion does not apply, you shall pay our costs of responding to the action, suit, proceedings or Claim on any indemnity basis.

7.22 Sanctions limitation and exclusion clause

You're not insured under any section of this Policy where a claim payment breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America, or any local autonomous sanctions.

Section D: Conditions

8.1 Joint named insured's

Applying only to Section B (personal injury and property damage):

- (a) 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.

8.2 Reporting and notices

- (a) Applying only to Section A (errors and omissions): you must give to us written notice of any Claim as soon as practicable after it is made against you and during the period of insurance.
- (b) Applying only to Section B (personal injury and property damage):
 - (i) 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.
- (c) Notice of Claim or occurrence must be given in writing to us and delivered to:

Professional Lines Claims
GPO Box 219
PARRAMATTA NSW 2124

Or by email to piclaims@qbe.com

8.3 Alteration to risk

You must give to us written notice as soon as practicable of any matter which materially increases the risk during the period of insurance including:

- (a) any material change made or permitted by you in the business or the nature of Information and Communication Technology offered by you; or
- (b) you going into voluntary bankruptcy, receivership or liquidation 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.

8.4 Territorial cover

The coverage under this Policy will extend to liability arising out of acts, errors or omissions committed anywhere in the world except that, subject to condition 8.5(b), there will be no coverage:

- (a) 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
- (b) 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.

8.5 Jurisdictional cover

- (a) Subject to condition 8.5(b), the coverage provided under this Policy will extend to any Claims brought in a court of law anywhere in the world except where:
 - (i) 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; or
 - (ii) 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
 - (iii) 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.
- (b) The exceptions in relation to the United States of America or the Dominion of Canada or their territories or protectorates in conditions 8.4 (territorial cover) and 8.5 (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 defence costs as set out in insuring clause 4.3 (defence costs) of this Policy.

8.6 Records

- (a) We may examine and audit your books and records at any time during the period of insurance and within three (3) years thereafter but that examination and audit will be restricted to matters which in our opinion are relevant to the Policy.
- (b) 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.

8.7 Cancellation

- (a) 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.
- (b) We may cancel this policy in accordance with the relevant provisions of the Insurance Contracts Act 1984, 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.

8.8 Inspection of property

We will be permitted but not obligated to inspect your property and operations at any time. 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.

8.9 Newly created or acquired entity or subsidiary

- (a) We agree to provide coverage to any entity or subsidiary acquired or created by you during the period of insurance for a period of up to sixty (60) days (but never beyond the expiry date of the period of insurance) from the date of such acquisition or creation.
- (b) We may, at our discretion, agree to provide further coverage beyond a period of sixty (60) days (but never beyond the expiry date of the period of insurance) where:
 - (i) you have notified us of the acquisition or creation of the entity or subsidiary and has provided all information requested by us; and
 - (ii) any terms imposed by us, including the charging of any additional premium considered appropriate, have been agreed by you.

Provided always that any coverage provided under this condition will only apply in respect of liability arising out of any act, error or omission occurring subsequent to the date of acquisition or creation, unless otherwise agreed in writing by us.

8.10 Estate and legal representatives

We agree to provide coverage to your estate, heirs, legal representatives or assigns, in the event of your death or incapacity. Provided always that such persons will be subject to all the terms of this Policy insofar as they can apply.

8.11 Assignment of interest

No change in, or modification of, or assignment of interest under this Policy will be effective except when made by written endorsement to this Policy and signed by us.

8.12 Deductible

- (a) In respect of each Claim made against you the amount of the deductible will be borne by you, at your own risk and we will only be liable to indemnify you for that part of any Claim which is in excess of the deductible.
- (b) Where we have elected to pay all or part of the deductible in respect of any Claim, you must, within seven (7) days from the date of such payment, reimburse us for that payment.
- (c) In respect of any Claim where the amount of the Claim is less than the amount of the deductible, you must bear all defence costs associated with the Claim.
- (d) Where the deductible is expressed in the Policy Schedule to be inclusive of defence costs, then you must pay all defence costs, up to the amount of the deductible, incurred by us in engaging advisers considered necessary by us to determine your liability and to resolve the Claim.
- (e) Any defence costs incurred by us to determine whether we have a liability to indemnify you under this Policy will not be subject to the deductible but will be borne by us.

8.13 Defence and settlement

- (a) You agree not to settle any Claim, incur any defence costs, make any admission, offer any payment or otherwise assume any contractual obligation with respect to any Claim without our written consent, such consent not to be unreasonably withheld. We shall not be liable for any settlement, defence costs, admission, offer or payment, or assumed obligation to which we have not consented.
- (b) We will be entitled at any time to conduct, in your name, the defence or settlement of any Claim, and, subject to any other provision of this Policy will have full discretion as to the manner in which the defence or settlement is conducted.

- (c) We may, if we believe that any Claim will not exceed the deductible, instruct you to conduct the defence of the Claim. In such a situation, we will reimburse you for all reasonable defence costs in the event that any payment made to dispose of the Claim exceeds the deductible.

8.14 Claims mitigation and co-operation

- (a) If, either prior to or during the period of cover, you 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 in respect of a Claim.
- (b) You must frankly and honestly disclose to us all relevant information and, in addition shall provide assistance to us, as we may require to enable us to investigate and to defend any Claim under this Policy and/or to enable us to determine liability under this Policy.
- (c) 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, in the exercise of a right of subrogation and, so far as reasonably practicable, you must not, without our consent, carry out any alteration or repair to relevant items until we have had an opportunity to inspect them.
- (d) Other than costs and expenses incurred by us to enable us to determine liability under this Policy, compliance with this condition shall be at your own cost, unless otherwise agreed in writing by us.

8.15 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:

- (a) costs and expenses recoverable from you for all or part of the period prior to such payment; and
- (b) defence costs covered under insuring clauses 1.3 (defence costs) and 4.3 (defence costs) prior to such payment.

8.16 Your right to contest

If we recommend settlement in respect of any Claim and you do not agree that the Claim should be settled, then you may elect to contest the Claim.

Provided always that our liability in connection with that Claim will not exceed the amount for which the Claim could have been so settled plus the defence costs incurred up to the date of your election.

8.17 Subrogation

In the event of a payment under this Policy, to or on your behalf, subject to the Insured Contracts Act 1984, we will be subrogated to all your rights of recovery against all persons and organisations, and you must provide information and execute and deliver instruments and papers and do everything that is necessary to assist us in the exercise of those rights. You must not contract out of or surrender any right of, or Claim for, contribution, indemnity or recovery without our prior consent in writing.

8.18 Notices

Any notice given in writing by us to the first named insured specified in the Policy Schedule will be treated as notice to each of the parties comprising you. Service of notices by us will be effective immediately on receipt by the first named insured of a facsimile transmission sent from us or in the case of notices by post, three business days after having been posted by us.

8.19 Insurance Contracts Act 1984

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.

8.20 Due observance

If you fail to comply with any term, condition or provision of this Policy, we may refuse to pay a Claim, but in any event our rights will be subject to the provisions of Section 54 of the Insurance Contracts Act 1984.

8.21 Policy construction and interpretation

- (a) 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, and any disputes relating to it will be submitted to the exclusive jurisdiction of the courts of such state, territory or country.
- (b) The marginal notes and 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.
- (c) Under this Policy, the masculine includes the feminine and the singular includes the plural and vice versa.

8.22 Senior Counsel clause

- (a) We will not require you to contest any Claim unless a Senior Counsel (to be mutually agreed upon by you and us) advises that such Claim should be contested.
- (b) In formulating such advice, Senior Counsel must take into consideration the economics of the matter, the damages and costs which are likely to be recovered by the plaintiff, the likely defence costs and the prospects of you successfully defending the Claim.
- (c) The cost of such Senior Counsel's opinion will be regarded as part of the defence costs.

8.23 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.

8.24 GST

Where you pay an amount for any acquisition relevant to a Claim covered under this insurance which includes GST, or where you would pay such an amount were you to make a relevant acquisition, we will indemnify you for that GST less any input tax credit you are or would be able to Claim for it (the 'GST amount').

We will pay the GST amount in addition to the limit of indemnity shown in the Policy Schedule.

Where the amount paid by us in respect of the Claim is less than the total amount of the Claim, we will only provide indemnity to you for the GST amount that relates to our proportion of your Claim. This means that in the event that the limit of indemnity is not sufficient to cover the total amount the Claim, we will only provide indemnity to you for the GST that relates to your agreed payment under the Policy.

We will not indemnify you for any GST liability that arises due to your failure to notify us of your entitlement or correct entitlement to an input tax credit on the premium.

'GST', 'input tax' and 'acquisition' have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act 1999.

Section E: 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
Aircraft	any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space.
Application	the written application made by you to us containing particulars and statements which, together with other information provided by you, are the basis of this Policy and are considered as incorporated herein.
Business	the business described in the Policy Schedule including the provision of canteens, social, sports welfare and childcare organisations for the benefit of your employees, first aid, fire and ambulance services and the maintenance of your premises.
Claim	<p>(a) the receipt by you of any written or verbal notice of demand for compensation made by a third party against you; or</p> <p>(b) any writ, statement of Claim, summons, application or other originating legal or arbitral process, cross-Claim, counter-Claim or third or similar party notice for compensation served upon you.</p>
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.
Contract	a written contract for the provision of Information and Communication Technology entered into between you and a customer of yours.
Data	<p>(a) information such as text, numbers, sounds and images that can be processed by any form of electronic device; and</p> <p>(b) deeds, wills, agreements, maps, plans, books, letters, policies, certificates, forms and documents of any nature whatsoever, whether written, printed or reproduced by any method but will not include bearer bonds or coupons, stamps, bank or currency notes or any other negotiable instrument.</p>
Deductible	the amount of deductible as specified in the Policy Schedule.

Word or Term	Meaning
Defence costs	the expenses incurred with our written consent by or on your behalf or ours in the investigation, settlement or defence of a Claim and will include legal costs and disbursements.
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	<p>that in the event that 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 sixty (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 first made against you in writing within that sixty (60) day period. Provided that it is understood and agreed that :</p> <p>(a) we will treat that Claim as if it had been made against you and notified to us during the immediately preceding period of insurance; and</p> <p>(b) coverage afforded hereunder does not reinstate or increase the limits of indemnity or extend the period of insurance; and</p> <p>(c) coverage afforded hereunder will only apply to any acts, errors or omissions committed or alleged to have been committed by you 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.</p>
Information and Communication Technology	<p>(a) any computer equipment, software, hardware or firmware sold, manufactured, produced, installed, repaired, serviced, treated, supplied, distributed, licensed or shared by you; and/or</p> <p>(b) any service, advice or work provided by you in relation to or in connection with (a) 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.</p>
Licensee	any party who enters into a licence agreement with you.
Limit of indemnity	the applicable limit of indemnity specified in the Policy Schedule.

Word or Term	Meaning
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	<p>(a) bodily injury (and this expression includes death and illness), disability, shock, fright, mental anguish, mental injury; and</p> <p>(b) false arrest, wrongful detention, false imprisonment or malicious prosecution; and</p> <p>(c) wrongful entry or eviction or other invasion of the right of privacy; or</p> <p>(d) 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.</p>
Policy	<p>(a) the Policy Schedule, insuring clauses, extensions, conditions, definitions, exclusions and other terms contained herein; and</p> <p>(b) any endorsement attaching to and forming part of this Policy either at inception or during the period of insurance; and</p> <p>(c) the application.</p>
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.
Premium	the premium specified in the Policy Schedule or in any endorsement to the Policy Schedule.
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.

Word or Term	Meaning
Senior Counsel	a barrister in active practice who is entitled to use the post-nominals QC or SC in any one or more superior court in Australia or New Zealand.
Subsidiary	<p>(a) 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</p> <p>(b) 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 (50%) of the issued voting shares of such entity.</p>
You, your	<p>(a) the person, persons, partnership, company, corporation or other entity specified as the named insured in the Policy Schedule; and</p> <p>(b) any predecessor in business of any person or entity referred to in (a) above; and</p> <p>(c) any person who is, during the period of insurance, a principal, partner, director or employee of the named insured; and</p> <p>(d) any former principals, partners, directors or employees of the named insured; and</p> <p>(e) 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. You/your does not include the interest of any person other than as described (a)-(e) above.</p> <p>Indemnity for you as described in (c)(d) and (e) 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.
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.

