



Woodina
Underwriting Agency

Information Technology Liability Insurance Policy

For Information Technology Entities

POLICY TERMS

SECTION 1 INSURING CLAUSE – PROFESSIONAL INDEMNITY

Coverage under this Section is provided on a claims made and notified basis.

1.1 Insuring Clause

The **Insurer** will indemnify the **Insured** and any **Contractor** for civil liability for any **Claim** for compensation first made against the **Insured** and any **Contractor** during the **Period of Insurance** and notified to the **Insurer** during the **Period of Insurance** as a result of the conduct of the **Insured's Business** and first made after the **Retroactive Date**.

The **Insurer** also agrees to pay **Defence Costs** either incurred by the **Insurer** or incurred by the **Insured** with the **Insurer's** prior written consent in connection with any **Claim** for compensation under this **Policy**.

1.2 Automatic Extensions

The indemnity granted under this **Policy** is extended to include the following Automatic Extensions of cover but always subject to the Insuring Clause and all other terms and conditions of this **Policy**.

1.2.1 Fraud and Dishonesty

The **Insurer** agrees to indemnify the **Insured** in respect of any **Claim** which would otherwise be excluded because of the Fraud and Dishonesty Exclusion 4.7 of this **Policy** provided that the **Insurer** will not provide cover in respect of any:

- i. person committing or condoning any act, omission or breach excluded by Exclusion 4.9 of this **Policy** where the **Insured** has knowingly engaged in or condoned the act, error or omission;
- ii. loss sustained as a result of any act or omission occurring after the date on which the **Insured** first discovers, or has reasonable cause for suspicion of, a fraudulent or dishonest act or omission on the part of any person;
- iii. loss of negotiable instruments, bearer bonds, coupons, stamps, bank or currency notes.

1.2.2 Defamation

The **Insurer** agrees to indemnify the **Insured** in respect any **Claim** for unintentional libel, slander or defamation.

1.2.3 Breach of Privacy

The **Insurer** agrees to indemnify the **Insured** any actual or alleged breach by the **Insured** of any Federal or State privacy legislation. The **Insurer** shall not be liable for damages in respect of judgements, award or settlement made within the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part).

For the purpose of this specific exception “**Damages**” shall be deemed to include costs and expenses of litigation recovered by any claimant from the **Insured**.

1.2.4 Intellectual Property Rights

The **Insurer** agrees to indemnify the **Insured** in respect of any **Claim** for unintentional:

- i. infringement of copyright, trademarks, registered designs, internet domain names, email addresses, circuit layouts, patents, plagiarism or passing off; and
- ii. breach of confidentiality.

1.2.5 Licensee Intellectual Property Rights

The **Insurer** agrees to indemnify the **Insured** in respect of any **Claim** that would otherwise be excluded under Exclusion 4.3 (Assumed Liability) arising from a **Claim** made against the **Insured** by a Licensee of the **Insured’s** under any warranty or indemnity by the **Insured** arising from the **Insured’s** ownership and right to licence its Intellectual Property Rights to the Licensee.

1.2.6 Competition & Consumer Legislation

The **Insurer** agrees to indemnify the **Insured** against civil liability for compensation arising from any **Claim** made against the **Insured** under the terms of the Competition and Consumer Act 2010 (Commonwealth), the Fair Trading Act 1987 (NSW), the Fair Trading Act 1985 (Victoria) or similar legislation enacted by the other states or territories of the Commonwealth of Australia or the Dominion of New Zealand.

1.2.7 Former Principals

The **Insurer** agrees to indemnify the **Insured** in respect of any **Claim** against any former principal, partner, director, or **Employee** of the **Insured** in respect of the conduct of the **Insured’s Business**.

1.2.8 Vicarious Liability – Consultants, Contractors and Agents

The **Insurer** agrees to indemnify the **Insured** in respect of any **Claim** arising out of a breach of the **Insured’s Business** activities undertaken by consultants or agents appointed by the **Insured** provided that there is no indemnity extended to the consultant or agent unless they are a **Contractor**.

1.2.9 Loss of Documents or Data

The **Insurer** agrees to indemnify the **Insured** in respect of any costs and expenses incurred by the **Insured** in replacing or restoring lost **Documents** or **Data** for which the **Insured** is legally responsible if:

- i. the loss of the **Documents** or **Data** is first discovered during the **Period of Insurance**;
- ii. the **Insured** notifies the **Insurer** within 30 days of discovery of the loss of the **Documents** or **Data**;
- iii. The **Insured** provides the **Insurer** with invoices substantiating the costs and expenses incurred by the **Insured** in replacing or restoring the lost **Documents** or **Data** and the **Insurer** approves or a competent person nominated by the **Insurer** approves the invoices.

The **Insurer's** total liability under this extension for any one **Claim** and in the aggregate from all **Claims** during the **Period of Insurance** shall not exceed \$500,000. This sub-limit is part of and not in addition to the **Limit of Indemnity**.

1.2.10 Run Off Cover

The **Insurer** agrees to indemnify any person, corporation, **Subsidiary** or entity insured by this **Policy** until expiry of the **Period of Insurance** if:

- i. such person retires or otherwise ceases to provide professional duties in connection with the **Insured's Business**; or
- ii. such corporation, **Subsidiary** or entity ceases to exist or operate or is consolidated with, merged into or acquired by any other entity.

1.2.11 Joint Ventures

The **Insurer** agrees to indemnify the **Insured** in respect of any **Claim** against the **Insured** resulting from its conduct of the **Insured's Business** as a joint venture partner. The **Insurer** will not indemnify the joint venture partner(s) of the **Insured**.

1.2.12 Attendance at Enquiries

The **Insurer** agrees to indemnify the **Insured** for the costs incurred by the **Insurer**, or the reasonable costs incurred by the **Insured** with the **Insurers** prior written consent, of the **Insured's** legal representation at any enquiry relating to or connected with the **Insured's Business**, which the **Insured** is legally compelled to attend provided that:

- i. the enquiry is ordered or commissioned during the **Period of Insurance**;
- ii. the **Insurer** shall be entitled to nominate lawyers to represent the **Insured**;

- iii. the **Insured** notified the **Insurer** in writing within the **Period of Insurance** and within 30 days of having received notice of the inquiry;
- iv. the enquiry does not take place in the USA and or Canada;

The **Insurer's** maximum aggregate liability for all **Claims** under this automatic extension shall not exceed \$250,000 during the **Period of Insurance**.

1.2.13 Court Attendance Costs

The **Insurer** agrees to indemnify the **Insured** for any Court attendance costs of any partner, principal, director or **Employee** of the **Insured** who is legally required to attend Court as a witness in a **Claim** covered by this **Policy**, to an amount not exceeding \$500 per day for **Employees** and \$1,000 per day for those other persons. No **Deductible** applies to this automatic extension.

1.2.14 Heirs, Estates, Spouses and Legal Representatives

The **Insurer** agrees to indemnify the estate, heirs, spouses and legal representatives or assigns of any deceased, incompetent or insolvent **Insured** in respect of **Claims** arising from the conduct of the **Insured's Business**.

1.2.15 Continuous Cover

The **Insurer** will provide Continuous Cover under this **Policy** where the **Insured**:

- i. first became aware of facts or circumstances that might give rise to a **Claim**, prior to the **Period of Insurance**; and
- ii. had not notified the **Insurer** of such facts or circumstances prior to the **Period of Insurance**, then Exclusion 4.12 will not apply to any notification during the **Period of Insurance** of any **Claim** resulting from such facts or circumstances, provided that:
 - a) there is an absence of fraudulent non-compliance with the **Insured's** duty of disclosure and an absence of fraudulent misrepresentation by the **Insured** in respect of such facts or circumstances; and
 - b) the **Insured** has been continuously insured, without interruption at the time of the notification of the **Claim** to the **Insurer**, under a similar Professional Indemnity or Information Technology Liability with an APRA approved insurer when the **Insured** first became aware of such facts or circumstances.
 - c) the **Insurer** may reduce its liability under this **Policy** to the extent of any prejudice the **Insurer** may suffer in connection with the **Insured's** failure to notify the facts or circumstances giving rise to a **Claim** prior to the **Period of Insurance**.

1.2.16 Breach of Contract

The **Insurer** agrees to indemnify the **Insured** for any unintentional breach of a written contract whilst providing or supplying **Information Technology Products** or **Information Technology Services** and any other activities specified in the **Policy Schedule** as the **Insured's Business**.

1.2.17 Contractual Liability

Notwithstanding Exclusion 4.3. the **Insurer** agrees to indemnify the **Insured** for any **Claim** arising from an indemnity or hold harmless term of a contract to the extent that such indemnity or hold harmless term arises whilst providing or supplying **Information Technology Products** or **Information Technology Services** and any other activities specified in the **Policy Schedule** as the **Insured's Business**.

1.2.18 Contractual Limitation of Liability Clauses

Notwithstanding Exclusion 4.3. the **Insurer** agrees that the **Insured's** rights to Indemnity will not be prejudiced when they enter into Contracts to provide or supply **Information Technology Products** or **Information Technology Services** and any other activities specified in the **Policy Schedule** as the **Insured's Business** where such Contracts exclude or limit the **Insured's** rights of recovery.

1.2.19 Mitigation of Loss Cover/Fee Recovery

- i. In the event that any client of the **Insured** expresses dissatisfaction with the **Information Technology Services** provided by the **Insured** and refuses to pay all or part of any fee owed to the **Insured** in respect of such **Information Technology Services**, the **Insurer** may at its sole discretion and subject to its prior written consent reimburse any such amount owed where in the **Insurer's** sole opinion this will avoid a **Claim** being made against the **Insured** for a greater amount and for which indemnity would otherwise be afforded under this **Policy**.

Provided always that:

- a) in the event that a **Claim** is subsequently made against the **Insured** following reimbursement of the outstanding fee by the **Insurer**, the maximum amount payable by the **Insurer** including all amounts previously paid shall not exceed the **Limit of Indemnity**; and
 - b) the **Insured** shall reimburse to the **Insurer** any amount which is subsequently recovered from such client; and
 - c) the **Insured** shall assign to the **Insurer** all rights in relation to the amounts owed.
- ii. The **Insurer** shall indemnify the **Insured** for any reasonable costs and expenses necessarily incurred with the **Insurer's** prior written and continuing consent in respect of any action taken to mitigate a loss that would otherwise become the

subject of a **Claim** for which indemnity would be provided under this **Policy**.

The **Insurer's** maximum aggregate liability for all **Claims** under this automatic extension shall not exceed \$250,000 during the **Period of Insurance**.

1.2.20 Emergency Defence Costs

The **Insurer** agrees subject to any provision in the **Policy** to the contrary, if it is not possible for the **Insured** to obtain the **Insurer's** consent prior to incurring **Defence Costs**, the **Insurer** will waive prior consent so long as the **Insurer's** consent is obtained within 30 days of the first of such **Defence Costs** being incurred and provided that:

- i. the **Insurer** is only liable to indemnify the **Insured** for that part of the **Insured's** liability in respect of each **Claim** and **Defence Costs** in excess of the **Deductible**; and
- ii. if the **Insurer** subsequently refuses to pay under the **Policy**, the **Insured** must reimburse the **Insurer** for any **Defence Costs** that the **Insurer** has paid in advance, according to their respective rights and interests.

The sub limit of liability for all such payments under this extension is \$100,000 in the aggregate for all **Claims**. This sub-limit is part of and not in addition to the **Limit of Indemnity**.

1.2.21 New Created Entities

The **Insurer** agrees to extend cover to the **Insured** to include any newly acquired **Subsidiary** during the **Period of Insurance** if such **Subsidiary**:

- i. has total revenue of less than 10% of the declared revenue of the **Insured** as at the inception date of the current **Period of Insurance**; and
- ii. the **Subsidiary's** Business is substantially similar to that of the **Insured's** IT Business as noted in the **Policy Schedule**; and
- iii. the **Subsidiary's** Business is undertaken outside of the United States of America or Canada or in any state or territory which is subject to the laws of the United States of America or Canada; and
- iv. the **Subsidiary** has not had a Professional Indemnity or Public and Product Liability **Claim** against it for the past 5 years preceding the date of acquisition.

If the conditions noted in points (i) to (iv) are met then the **Policy** will automatically extend cover in respect of the **Subsidiary** without notice to the **Insurer** or additional premium being payable, but only in respect of IT Business provided in the ordinary course of the **Insured's** **Business** after such entity becomes a **Subsidiary**.

If during the **Period of Insurance** the **Insured** acquires or creates an entity so that it becomes a **Subsidiary** that does not fit into (i), (ii), or (iv) above then the **Policy** will

automatically extend cover in respect of the **Subsidiary** for a period of up to 30 days, without notice to the **Insurer** or additional premium being payable, but only in respect of IT Business provided and/or performed in the ordinary course of the **Insured's Business** after such entity becomes a **Subsidiary**. With the written agreement of the **Insurer** and subject to an additional premium and any amended terms and conditions required by the **Insurer**, the **Policy** may be extended to include such **Subsidiary** beyond 30 days.

1.2.22 Public Relations Expense

The **Insurer** agrees to pay 90% of any reasonable fees, costs, and expenses of a public relations consultant where the **Insured** for the sole purpose of protecting the **Insured's** reputation that has been brought to question as a direct result of a **Claim** covered by this **Policy**, provided always that:

- i. The **Insured** notifies the **Insurer** on first becoming aware of the **Insured's** reputation being brought into question, and provide full written details outlining the circumstances surrounding the event; and
- ii. The **Insurer** have given prior written consent to retain the services of such public relations consultant; and
- iii. The **Insurer's** 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 on the **Policy Schedule**.
- iv. The **Deductible** stated in the **Policy Schedule** shall not apply to cover under this extension.

SECTION 2 INSURING CLAUSE - PUBLIC AND PRODUCTS LIABILITY

Coverage under this Section is provided on an **Occurrence** basis.

2.1. Insuring Clause

The **Insurer** agrees to indemnify the **Insured** and any **Contractor** against any **Claim** for legal liability to pay compensation for **Personal Injury** or **Property Damage** as a result of an **Occurrence** happening in connection with the **Insured's Business** during the **Period of Insurance**.

2.2. Joint Ventures

The **Insurer** agrees to indemnify the **Insured** in respect of any **Claim** against the **Insured** caused by an **Occurrence** resulting from its conduct of the **Insured's Business** as a joint venture partner. The **Insurer** will not indemnify the joint venture partner(s) of the **Insured**.

2.3. Tenants Liability

The **Insurer** will extend indemnity under this Section which would otherwise be excluded by Exclusion 4.14 (Property in the **Insured's** Physical Custody or Legal Control) to any lessor with whom the **Insured** has executed a signed and dated rental or lease agreement to conduct the **Insured's Business** provided that no further, broader or wider cover will be granted to such lessor than would have been granted to the **Insured** under this section if the **Insured** had been found legally liable for **Personal Injury** or **Property Damage** arising from the conduct of the **Insured's Business** at the rental or leased premises.

2.4. Cross Liability

When the **Insured** is comprised of more than one person or entity, each of the parties will be considered as a separate party and the cover granted under this **Policy** will be considered as applying to each party in the same manner as if a separate **Policy** had been issued to each party provided that nothing in this clause will result in an increase in the **Limit of Indemnity** available under this **Policy** as noted in the **Policy Schedule**.

SECTION 3 LIMITS OF INDEMNITY

3.1. Limit of Indemnity

3.1.1 Section 1 – Professional Indemnity

The total liability of the **Insurer** under 3.1.1 in respect of any one **Claim** and in the aggregate for all **Claims** shall not exceed the **Limit of Indemnity** as noted in the **Policy Schedule**.

All **Claims** arising from the same conduct, or related conduct shall be regarded as one **Claim**.

The **Insurer** will have no liability under Section 1 (Professional Indemnity) for any **Claims** where the **Insurer** has granted indemnity under Section 2 (Public and Products Liability).

3.1.2 Section 2 – Public and Products Liability

The total liability of the **Insurer** under 3.1.2 in respect of any one **Claim** caused by or arising from an **Occurrence** shall not exceed the **Limit of Indemnity** as noted in the **Policy Schedule**.

The total aggregate liability of the **Insurer** under this **Policy** in any one **Period of Insurance** in respect of Products Liability **Claims** will not exceed the **Limit of Indemnity** as noted in the **Policy Schedule**.

All **Claims** arising from the same **Occurrence** shall be regarded as one **Claim**.

The **Insurer** will have no liability under Section 2 (Public and Products Liability) for any **Claims** where the **Insurer** has granted indemnity under Section 1 (Professional Indemnity).

3.2. Reinstatement of the Limit of Indemnity – Applicable to Section 1 Professional Indemnity only

If the **Limit of Indemnity** is either partially or totally exhausted by the payment of a **Claim** under this **Policy**, the **Insurer** agrees to reinstate the **Limit of Indemnity** by an amount equal to the **Limit of Indemnity** provided that:

- i. The **Insurer's** total liability in respect of all **Claims** shall not exceed the **Limit of Indemnity** in the aggregate in the **Policy Schedule**; and
- ii. such reinstatement is only available to subsequent **Claims** totally unrelated to those that give rise to the partial or total exhaustion of the **Limit of Indemnity**.

3.3. Defence Costs in Addition to the Limit of Indemnity

The **Insurer** agrees, in addition to the **Limit of Indemnity**, to pay the **Defence Costs** of any **Claim** which is the subject of indemnity of this **Policy** provided that:

- i. where the **Insured's** liability exceeds the available **Limit of Indemnity**, the **Insurer** shall only pay such proportion of the **Defence Costs** as the available **Limit of Indemnity** bears to the **Insured's** liability;
- ii. where the amount the **Insurer** has paid or incurred as **Defence Costs** exceeds the share that the **Insurer** is obliged to pay under 3.3 (i), the **Insured** shall upon demand, pay to the **Insurer** the excess amount. Alternatively, the **Insurer** may deduct the excess amount from any entitlements the **Insured** may have at any time under this **Policy**.

3.4. Deductible

- i. The **Insured** is responsible for the **Deductible** in respect of each and every **Claim**. Subject to clause (iii) below, the **Insurer** is only liable to indemnify the **Insured** for that part of the **Insured's** liability in respect of each **Claim** and **Defence Costs** in excess of the **Deductible**.
- ii. Where the **Insurer** has paid on the **Insured's** behalf part or all of the **Deductible**, the **Insured** shall reimburse the **Insurer**.
- iii. Unless otherwise expressed in the **Policy Schedule**, all **Deductibles** are exclusive of **Defence Costs** up to the amount of the **Deductible**.
- iv. Costs and expenses incurred by the **Insurer** in determining whether the **Insurer** is liable to indemnify the **Insured** under this **Policy** shall not be subject to the **Deductible** and will be met by the **Insurer**.
- v. For the purposes of determining the **Deductible** applicable to any **Claim** covered by this **Policy**, all **Claims** arising from the same conduct, or related conduct shall be regarded as one **Claim**.

SECTION 4 EXCLUSIONS

The **Insurer** will not indemnify the **Insured** under any section of this **Policy** (including **Defence Costs**) for any **Claim** arising directly or indirectly from:

4.1. Aircraft or Watercraft

any **Claim** or liability arising from; or directly or indirectly attributable to; or in consequence of the ownership, maintenance, servicing, operation or use by the **Insured** of any **Aircraft** or **Watercraft**.

4.2. Asbestos

any **Claim** or liability arising from; directly or indirectly attributable to or in consequence of asbestos or other material of which asbestos forms part thereof.

4.3. Assumed Liability/Contractual Liability

- i. any contractual or other assumed liability, including by way of contract, guarantee, indemnity or warranty entered into by the **Insured** which is not connected with, incurred, entered into or assumed in the normal conduct of the **Insured's Business**.
- ii. any contractual or other assumed liability including by guarantee, indemnity or warranty unless such a liability would exist in the absence of any such assumed liability, guarantee, indemnity or warranty.

4.4. Excluded Activities

any **Claim** or liability arising from; or directly or indirectly attributable to; or in consequence of

- i. any **Information Technology Products** or **Information Technology Services** and any other activities specified in the **Policy Schedule** as the **Insured's Business** provided to the Aviation industry that in any way impact the flight and/or navigation of any **Aircraft**; or
- ii. any **Information Technology Products** or **Information Technology Services** and any other activities specified in the **Policy Schedule** as the **Insured's Business** provided to the Defence industry that in any way impact any weapon or combat systems; or
- iii. any **Information Technology Products** or **Information Technology Services** and any other activities specified in the **Policy Schedule** as the **Insured's Business** provided to the Medical industry that in any way impact the diagnosis or treatment of any ailment, illness or disease.

4.5. Faulty Workmanship – applicable to Section 2 only

any **Claim** or liability arising from; or directly or indirectly attributable to; or in consequence

of the cost of performing, correcting or improving any work undertaken by the **Insured**.

4.6. Fines and Penalties

any award of any fines, penalties, liquidated damages, punitive damages, exemplary damages, aggravated damages, or any other non-compensating damages of any kind.

4.7. Fraud and Dishonesty and Reckless Acts

any actual or alleged:

- i. dishonest, fraudulent, criminal or malicious act committed by the **Insured**;
- ii. wilful breach of any statute, contract or duty committed by the **Insured**; or
- iii. conduct with a reckless disregard for the consequences thereof by the **Insured**.

4.8. Liability to Employees

any **Claim** based upon, attributable to, or in consequence of the **Insured's** liability as an employer, including **Personal Injury** (personal injury, sickness, disease, death, mental injury, anxiety, stress, emotional distress and/or nervous shock) of any person occurring in the course of their employment with the **Insured**.

4.9. Motor Vehicle

any **Claim** or liability arising from; or directly or indirectly attributable to; or in consequence of the ownership, maintenance, operation, possession, use, loading or unloading by the **Insured** of any motor vehicle or trailer which is required by law to be registered or in respect of which there is required by law to be in force a policy of compulsory liability insurance or in relation to which there existed a statutory scheme providing compensation for **Personal Injury**.

This exclusion does not apply to liability caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer provided no indemnity is or would be available to the **Insured** under any policy of compulsory liability insurance had the Insured complied with their obligations pursuant to such law.

4.10. Nuclear

any **Claim** or liability directly or indirectly attributable to or in connection with:

- i. loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting from or arising therefrom or any consequential loss; or
- ii. any legal liability directly or indirectly caused by or contributed by or arising from:
- iii. ionising radiations or contamination by radioactivity from any nuclear fuel or from

any nuclear waste from the combustion of nuclear fuel; or

- iv. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

4.11. Pollution

any **Claim** or liability arising from, directly or indirectly attributable to or in consequence of the actual or alleged release or discharge of any **Pollutants** other than:

- i. any **Claim** arising out of Pollution caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place, except when a **Claim** or suit is brought in the USA or Canada or any dependent territory; or
- ii. any loss, cost or expense incurred for the prevention of Pollution or arising out of any direction by any governmental authority that the **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralise any such Pollution; or
- iii. all Pollution which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

The maximum amount the **Insurer** will pay for (i), (ii) or (iii) above is \$500,000 any one loss and in the annual aggregate.

4.12. Prior Claims and Circumstances

- i. any **Claim** arising from or in connection with a fact or circumstance that the **Insured** knew or ought reasonably to have known prior to the **Period of Insurance** might or could give rise to a **Claim**;
- ii. any **Claim** arising from or in connection with a fact or circumstance of which notice has been or reasonably should have been given under any previous insurance policy;
- iii. any **Claim** that was first made, threatened or intimated against the **Insured** prior to the **Period of Insurance**.

4.13. Product Recall

any **Claim** or liability arising from; or directly or indirectly attributable to; or in consequence of the recall, withdrawal, inspection, repair, replacement or loss of use of the **Insured's Information Technology Products** or of any property of which the **Insured's Information Technology Products** form a part, if these **Information Technology Products** are recalled by the **Insured** or another, or withdrawn from the market or from use, because of any known or suspected defect or deficiency therein.

4.14. Property in the Insured's Physical Custody or Legal Control (applicable to Section 2 only)

any **Claim** or liability arising from or directly or indirectly attributable to or in consequence of **Property Damage** to property owned by the **Insured** or in the **Insured's** physical or legal control, other than:

- i. premises which are leased or rented to the **Insured**; or
- ii. premises which the **Insured** temporarily occupies in order for the **Insured** to carry out work; or
- iii. vehicles (not belonging to the **Insured** or used by the **Insured** or on the **Insured's** behalf) in the **Insured's** physical or legal control whilst within a car park owned or operated by the **Insured** unless part of the **Insured's Business** is the operation of a car park for reward; or
- iv. the **Insured's Employee's** property; or

provided that the **Insurer's** total liability payable from all **Claims** during the **Period of Insurance** shall not exceed \$250,000 in the aggregate for all **Claims**.

4.15. Related Parties

any **Claim** brought or maintained by, or on behalf of:

- i. any **Insured** entity; or
- ii. any person who, at the time of the act, error or omission giving rise to the **Claim**, is a **Family Member** of the **Insured**; or
- iii. any entity operated or controlled by any **Insured** or **Family Member** of the **Insured**.

4.16. Trading Debts and Insolvency

any **Claim** arising out of the **Insured's** insolvency, bankruptcy, liquidation, or failure to pay any trading debt.

4.17. USA and Canada

- i. any actual or alleged act, error or omission committed within the territorial limits of the United States of America or Canada or any of their territories or protectorates; or
- ii. which is brought in a court of law within the territorial limits of the United States of America or Canada or directly or indirectly arising from any settlement or for the enforcement of any judgment or order obtained within the territorial limits of, or determined pursuant to the laws of those countries or their territories or protectorates.

4.18. War and Terrorism

any **Claim** or liability directly or indirectly caused by, resulting from or in connection with any of the following:

- i. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- ii. any act of terrorism; or
- iii. any action taken in controlling, preventing, suppressing or in any way relating to (i) and/or (ii) above.

For the purposes of this exclusion, an act of terrorism means an act, including but not limited to the use of force or violence or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government or to put the public, or any section of the public, in fear.

4.19. Several Liability

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

4.20. Cyber Liability

directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm or financial loss, of any (whether the **Insured's** or any other party's) computer, computer system, computer software programme, malicious code, computer virus, email or process or any other electronic system, including advising the **Insured** of a change in a recipient's bank account details or otherwise fraudulently having the **Insured** or any other party effect an incorrect payment of money.

SECTION 5 DEFINITIONS

5.1. Aircraft

Aircraft means any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space.

5.2. Claim

Claim means

- i. any civil proceeding brought by a third party against the **Insured** for compensation; or
- ii. a written demand by a third party for monetary damages

5.3. Contractor

Contractor means an entity or person performing work pursuant to a contract with the **Insured**, where such work is performed as part of the **Insured's Business** and under the **Insured's** supervision and control.

5.4. Deductible

Deductible means the amount specified in the **Policy Schedule** which is exclusive of **Defence Costs**.

5.5. Defence Costs

Defence Costs means any necessary and reasonable fees, expenses, costs and disbursements incurred by the **Insured** or by the **Insured** with the **Insurer's** prior written consent in investigating or defending a **Claim** covered by this **Policy**.

5.6. Documents /Data

Documents/Data means deeds, wills, agreements, maps, plans, books, letters, policies, certificates, forms and documents of any nature, whether printed, written or reproduced by any method including computer records and electronically stored data but does not mean bearer bonds or coupons, stamps, bank or currency notes, money or any negotiable instrument.

5.7. Employee

Employee means any person employed under a contract of service or apprenticeship but shall not mean a consultant, contractor or agent.

5.8. Family Member

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, child, adopted child or any child living with the person as if the child were

a member of the person's family.

5.9. Insured's Business

Insured's Business means the **Information Technology Products** and/or **Information Technology Services** and any other activities specified in the **Policy Schedule** and for Section 2 (Public and Products Liability) only; the provision of canteens, social, sports welfare and childcare organisations for the benefit of the **Insured's Employee's**, first aid, fire and ambulance services and the maintenance of the **Insured's** premises.

5.10. Information Technology Products

Information Technology Products means computer equipment designed, specified, manufactured, installed, supplied, repaired or marketed including computer hardware, computer firmware, computer software, computer chip including embedded control logic or microprocessor chip, telecommunications system or other electronic computer device, provided either singularly or in connection with **Information Technology Services**.

5.11. Information Technology Services

Information Technology Services means services, advice or work provided including consultancy services, design, specification, training, testing, data processing, data hosting, data communications service, project management, systems integration, or project implementation, analysis or maintenance, provided either singularly or in connection with **Information Technology Products**.

5.12. Insured

Insured means:

- i. The person, partnership, company, **Subsidiary** or other entity, specified as the **Insured** in the **Policy Schedule**; and
- ii. Any person who is during the **Period of Insurance** a principal, partner, director or employee of the person, partnership, company, **Subsidiary** or other entity specified as the **Insured** in the **Policy Schedule**, but only while acting in the course of the **Insured's Business**.

5.13. Insurer

Insurer means certain underwriters at Lloyd's through their coverholder Woodina.

5.14. Limit of Indemnity

Limit of Indemnity means the maximum amount payable by the **Insurer** in respect of any one **Claim** as specified in the **Policy Schedule**.

5.15. Occurrence

Occurrence means an event, or series of events consequent on or attributable to one source or originating cause, including continuous or repeated exposure to substantially the same general conditions which results in **Personal Injury** or **Property Damage** and which is neither expected nor intended by the **Insured**.

5.16. Period of Insurance

Period of Insurance shall mean the period specified in the **Policy Schedule**.

5.17. Personal Injury

Personal Injury means:

- i. bodily injury, death, sickness, disease, disability, shock, fright, mental anguish and mental injury; or
- ii. false arrest, false imprisonment, wrongful eviction, wrongful detention, malicious prosecution and humiliation; or
- iii. libel, slander, defamation of character or invasion of right of privacy; or
- iv. assault and battery not committed by the **Insured** or at the **Insured's** direction unless committed for the purpose of preventing or eliminating danger to persons.

5.18. Policy

Policy means

- i. the insuring clauses, extensions, exclusions, conditions, definitions, **Policy Schedule** and other terms contained herein;
- ii. any endorsement to this **Policy** whether issued at the inception of this **Policy** or during the **Period of Insurance**; and
- iii. the information provided by the **Insured** in proposing insurance including the **Proposal**.

5.19. Policy Schedule

Policy Schedule means the **Policy Schedule** attaching to this **Policy**.

5.20. Pollutants

Pollutants means any contaminant whether solid, liquid or gas including but not limited to chemicals, smoke, vapours and fumes.

5.21. Premium

Premium means the **Premium** specified as payable in the **Policy Schedule**.

5.22. Products Liability

Products Liability means **Personal Injury** or **Property Damage** caused by any:

- i. defect of the **Insured's Information Technology Products**;
- ii. Deficiency in any advice given at any time or intended to be given by the **Insured** concerning the use or storage of any of the **Insured's Information Technology Products**.

5.23. Property Damage

Property Damage means:

- i. physical damage to, loss of or destruction of property including the loss of use thereof or resulting therefrom; or
- ii. loss of use of property which has not been physically damaged or destroyed provided such loss of use is caused by physical damage to or destruction of other tangible property during the **Period of Insurance**.

5.24. Proposal

Proposal means:

- i. the written proposal by the **Insured** made to the **Insurer** containing information and statements which, together with any other information or documents provided, are the basis of this **Policy** and are considered incorporated in it; or
- ii. an online **Proposal** that has been generated solely based on the information provided by the **Insured** when applying for this **Policy**.

5.25. Subsidiary

Subsidiary means any entity which by virtue of any applicable legislation or law is deemed to be a **Subsidiary** of the **Insured** or in which the **Insured** owns or controls, directly or indirectly 50% of the issued voting shares of such entity.

5.26. Watercraft

Watercraft means any vessel, craft or thing made or intended to float on or in or travel on or through or under water.

5.27. We and/or Us and/or Our

We and **Us** or **Our** means Woodina acting on behalf of Certain underwriters at Lloyd's pursuant to a binding authority agreement.

SECTION 6 GENERAL CONDITIONS

6.1 Alteration to Risk

The **Insured** must notify the **Insurer** in writing as soon as practicable of any material alteration to the risk during the **Period of Insurance** including:

- i. the **Insured** going into voluntary bankruptcy, receivership or liquidation; or
- ii. the **Insured** failing to pay debts as and when those debts become due; or
- iii. the **Insured** breaching any other obligation giving rise to the appointment of a receiver or the commencement of bankruptcy or winding up proceedings; or
- iv. Any material change in the nature of the **Insured's Business**.

The **Insurer** may not indemnify the **Insured** for any **Claim** if the **Insured** does not notify the **Insurer** in writing as soon as practicable of any material alteration to risk.

6.2 Assignment

The **Insured** must not assign this **Policy** or any rights under this **Policy** without the **Insurer's** prior written consent by way of endorsement to this **Policy**.

6.3 Cancellation

- i. the **Insured** may cancel this **Policy** at any time by notifying the **Insurer** in writing.
- ii. The **Insurer** may cancel this **Policy** in accordance with the provisions of the Insurance Contracts Act 1984 (Commonwealth).
- iii. On cancellation of this **Policy** the **Insurer** will retain the monthly pro-rata proportion of the premium as at the date of notification of cancellation or the proposed cancellation date whichever is the later plus we will retain fifteen percent (15%) of that amount and the original administration fee on inception of this **Policy**.

6.4 Goods and Services Tax (GST)

The amount that the **Insurer** is liable to pay under this **Policy** will be reduced by the amount of any input tax credit that the **Insured** is or may be entitled to claim for the supply of goods

or services covered by that payment.

If the **Insured** is entitled to an input tax credit for the **Premium**, the **Insured** must inform the **Insurer** of the extent of that entitlement at or before the time the **Insured** makes a claim under this **Policy**.

The **Insurer** will not indemnify the **Insured** for any GST liability, fines or penalties that arise from or is attributable to the **Insured's** failure to notify the **Insurer** of the **Insured's** entitlement (or correct entitlement) to an input tax credit on the **Premium**. If the **Insured** is liable to pay a **Deductible** under this **Policy**, the amount payable will be calculated after deduction of any input tax credit that the **Insured** is or may be entitled to claim on payment of the **Deductible**.

6.5 Governing Law and Jurisdiction

This **Policy** is governed by the laws of the Commonwealth of Australia and the State or Territory where this **Policy** is issued. Any disputes relating to interpretation shall be submitted to the exclusive jurisdiction of the Courts of Australia.

6.6 Insuring Clause Clarification

For the avoidance of doubt, the cover provided by the Insuring Clause of this **Policy**, includes but is not restricted to civil liability under the Trade Practices Act (1974), the Fair Trading Act 1987 (NSW), the Fair Trading Act 1985 (Victoria), Australian Securities and Investment Commission Act or similar legislation enacted by the other States or Territories of the Commonwealth of Australia or the Dominion of New Zealand.

6.7 Jurisdictional Limitation

The cover provided by this **Policy** shall extend to a **Claim** brought anywhere in the world except:

- i. any **Claim** brought within the territorial limits of the United States of America or the dominion of Canada or their territories or protectorates;
- ii. to enforce any judgement, order or award obtained in or determined under the laws of the United States of America or the dominion of Canada or their territories or protectorates.

6.8 Sanctions Limitation and Exclusion Clause

We shall not provide cover and **We** shall not be liable to pay any **Claim** or provide any benefit hereunder to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

6.9 Several Liability Notice

The liability of an Insurer under this contract of insurance is several and not joint with other Insurers party to this contract of insurance. An Insurer is liable only for the proportion of liability it has underwritten. An Insurer is not jointly liable for the proportion of liability underwritten by any other Insurer. Nor is an Insurer otherwise responsible for any liability of any other Insurer that may underwrite this contract of insurance.

6.10 Subrogation

- i. Where the **Insurer** has paid a **Claim** (including **Defence Costs**) amount under this **Policy** the **Insurer** will become entitled to any rights of the **Insured** against any party in relation to the **Claim** or loss, to the extent of the **Insurer's** payment.
- ii. The **Insured**, at its own cost, must assist the **Insurer** and provide information as the **Insurer** may reasonably require to exercise their rights of subrogation. This may include providing and signing statements and other documents and the giving of evidence, among other things.

SECTION 7 - CLAIMS CONDITIONS

7.1 Co-operation

- i. The **Insured** shall, at their own cost, frankly and honestly provide the **Insurer** with all information and assistance required by the **Insurer** or the lawyers and investigators and others appointed by the **Insurer** in relation to any **Claim** or loss. Any unreasonable failure to comply with this obligation may entitle the **Insurer** to deny cover for the **Claim** or loss, in whole or part.
- ii. The **Insured** shall, at its own cost, do all things reasonably practicable to minimise the **Insured's** liability in respect of any **Claim** or loss.

7.2 Insured's Right to Contest

In the event that the **Insurer** recommends settlement of a **Claim** and the **Insured** does not agree to the settlement of the **Claim**, and the **Insured** decides to contest the **Claim**, the **Insurer's** liability shall not exceed the amount for which the **Claim** could have been settled, and **Defence Costs** incurred, up to the date when the **Claim** could have been settled.

7.3 Legal Defence and Settlement

- i. Unless otherwise agreed, the **Insurer** shall have the right to assume, in the name of the **Insured**, the legal defence of any **Claim** covered under this **Policy**. The **Insurer** shall have the right to appoint the lawyers that will defend and represent the

Insured in respect of any **Claim**.

- ii. The **Insurer** shall have full discretion in managing any negotiation or proceeding as to the resolution of such **Claim** and the **Insurer** shall be entitled to settle a **Claim** if they so choose.
- iii. The **Insured** agrees not to admit liability for or settle any **Claim** or loss, make any admission, offer any payment or assume any obligation in connection with any **Claim** or loss, or incur any **Defence Costs** in connection with any **Claim**, without the **Insurer's** written consent.
- iv. The **Insurer** shall not be liable for any settlement, **Defence Costs**, admission, offer, payment or assumed obligation made, incurred or entered into without their written consent.
- v. If the **Insurer** is of the opinion that a **Claim** will not exceed the **Deductible** they may require the **Insured** to conduct the defence of the **Claim**. If the **Defence Cost** and/or any other payment exceed the **Deductible** then the **Insurer** will pay the amount in excess of the **Deductible**.

7.4 Non-Imputation

Where the **Insured** comprises of more than one person or entity and any of the entities:

- i. failed to comply with the duty of disclosure under the Insurance Contracts Act 1984;
- ii. made a misrepresentation to the **Insurer** before this **Policy** was entered into; or
- iii. failed to comply with a term of this **Policy**;

The right of another person or entity to indemnity under this **Policy** shall not be prejudiced as a result provided that the other person or entity:

- a) acted in good faith in the performance of their duties and obligations both under this **Policy** and at law;
- b) was entirely innocent of, had no prior knowledge of, or did not have reasonable cause to have knowledge of the relevant conduct; (for the purposes of this clause, knowledge imputed to a person by reason of partnership or otherwise is to be disregarded); and
- c) notifies the **Insurer** in writing of all facts known to them as soon as is reasonably practicable upon becoming aware of the relevant conduct.

This clause shall not operate to increase the **Limit of Indemnity** as stated in the **Policy Schedule**.

7.5 Notification

The **Insured** shall notify Woodina of any **Claim** or loss as soon as practicable and within the **Period of Insurance**.

Notice of any **Claim** or loss shall be given to Woodina in writing and forwarded to:

The Claims Manager
Woodina Law Pty Ltd
GPO Box 3313
Brisbane Qld 4001
Or Email: claims@woodina.com.au

It is the **Insured's** responsibility to ensure such notification has been forwarded to and received by Woodina.

7.6 Other Insurance

To the extent permitted by the Insurance Contracts Act 1984, this **Policy** will only cover loss to the extent that the amount of such loss is in excess of any **Limit of Indemnity** or cover available to the **Insured** in respect of that loss under any other policy entered into by the **Insured**.

To the extent permitted by the Insurance Contracts Act 1984, this **Policy** will only cover loss to the extent that the amount of such loss is in excess of any Limit of Indemnity or cover available to the **Insured** in respect of that loss under any other policy effected on behalf of the **Insured** or under which the **Insured** is a beneficiary (but not a policy to which the preceding paragraph applies).

Neither of the two paragraphs immediately above applies to such other insurance that is written only as specific excess insurance over the **Limit of Indemnity** provided in this **Policy**.

If such other insurance is provided by the **Insurer**, or any other member company, associate or affiliate, and it covers a loss covered by this **Policy** in respect of a **Claim** or Enquiry, the **Limit of Indemnity** under this **Policy** in respect of that **Claim** or enquiry shall be reduced by any amount paid by the **Insurer** (or member company, associate or affiliate) under such other insurance.

7.7 Senior Counsel

- i. The **Insurer** shall not require the **Insured** to contest a **Claim** unless a Senior Counsel (agreed upon by the **Insured** and the **Insurer**) advises that the **Claim** should be contested, taking into account all likely **Defence Costs**, prospects of successfully defending the **Claim** and the damages and costs likely to be recovered by the third party claimant.
- ii. The costs of Senior Counsel's advice shall be regarded as part of the **Defence Costs**.

7.8 Territory

The indemnity provided by this **Policy** shall extend to the conduct of the **Insured's Business** by the **Insured** anywhere in the world, except within the territorial limits of the United States of America or the dominion of Canada or their respective territories or protectorates.

7.9 Privacy

Woodina Underwriting is committed to protecting the privacy of the personal information you provide us. Woodina Underwriting collects, uses and retains your personal information in accordance with the National Privacy Principles.

NOTICES

Introduction

This **Policy** is a legal contract between the **Insured** and the **Insurer**. The **Insured** has paid, or agreed to pay, the **Insurer** the required **Premium** and the **Insurer** will provide indemnity as specified in this **Policy** and as set out in the **Policy Schedule**. It is essential that the **Insured**:

- i. reads all of the **Policy** terms and conditions before they purchase it to ensure that this **Policy** provides them the protection they require;
- ii. is aware of the **Limits of Indemnity** provided and the amounts the **Insurer** will pay (including any **Deductible** that applies) noting that some of these will be stated in the **Policy** itself (these are our standard policy limits) and the remainder will be stated in the **Policy Schedule**;
- iii. is aware of the Definitions of this **Policy**.

The **Insured** must comply with all provisions of this **Policy**, otherwise the **Insurer** may be entitled to refuse to pay a **Claim** or reduce its liability under this **Policy**. This **Policy** is in force for the **Period of Insurance** set out in the **Policy Schedule** or until cancelled.

Duty of Disclosure Notice

This **Policy** is subject to the Insurance Contracts Act 1984. Under that Act the **Insured** has a duty of disclosure. Before the **Insured** enters into a contract of insurance they have a duty to tell the **Insurer** everything that the **Insured** knows, or could reasonably be expected to know, that is relevant to the **Insurer's** decision to provide this **Policy**. If the **Insured** is not sure whether something is relevant they should inform the **Insurer** anyway. The **Insured** has the same duty to inform the **Insurer** of those matters before they renew, extend, vary, or reinstate this **Policy**.

The **Insured's** duty however does not require disclosure of matters that:

- reduce the risk;
- are common knowledge;
- the **Insurer** knows or, in the ordinary course of business, should know; or
- the **Insurer** has indicated they do not want to know.

If the **Insured** does not comply with their duty of disclosure obligations, the **Insurer** may be entitled to:

- reduce their liability for any **Claim**;
- cancel this **Policy**;
- refuse to pay a **Claim**;
- avoid this **Policy** from its beginning, if the **Insured's** non-disclosure was fraudulent.

Claims Made Notice

Section 1 (Professional Indemnity) of this **Policy** operates on a claims made and notified basis. This means that this section covers the **Insured** for **Claims** made against them and notified to the **Insurer** during the **Period of Insurance**.

Section 2 (Public and Products Liability) of this policy operates on an **Occurrence** basis.

Privacy

Woodina Underwriting is committed to protecting the privacy of the personal information you provide **Us**. Woodina collects uses and retains your personal information in accordance with the National Privacy Principles.

We need to collect the personal information on the applicable proposal form to consider your application for insurance and to determine the **Premium** (if your application is accepted) when you are applying for, changing or renewing an insurance policy with **Us**. This information will also be used if you lodge a **Claim** under your **Policy**. **We** may also need to request additional information from you in connection with your application or a **Claim**. If you do not provide **Us** with this information, or any additional information **We** request, **We** may not be able to process your application or offer you insurance cover or respond to any **Claim**.

We may disclose the personal information we collect:

- To our relevant employees involved in delivering our services;
- If your insurance broker collects this form from you, to that broker;
- To facilitators such as legal firms, professional experts such as accountants, actuaries,
- engineers and technology experts;
- To the insurance companies with whom we transact business;
- To the Lloyd's Syndicates we represent (which are located in the United Kingdom);
- To insurance reference bureau or credit reference bureau;

- To reinsurers or reinsurance brokers (which may include reinsurers located outside of Australia).

Where **We** do disclose the information as above the recipient may hold the information in accordance with its own privacy policies. Those may include, by way of example, disclosing the information to and storage of that information by its associated entities which may be located overseas. **We** may also be required to provide your personal information to others for purposes of public safety and law enforcement and if required by law or by a law enforcement body to do so.

You may request access to your personal information, and where necessary, correct any errors in this information (some restrictions and costs may apply). If you would like to access a copy of your personal information or you wish to correct or update your personal information, please also contact **Us** on (07) 3222 9400.

By completing and returning the proposal form and providing **Us** with any additional information in connection with your application, you agree to **Us** using and disclosing your information as set out above.

This consent to the use and disclosure of your personal information remains valid unless you alter or revoke it by giving **Us** written notice. From time to time, **We** may use your personal information to send you details of new insurance products or other insurance related information that may be of interest to you. If you do not wish to receive such information, please advise **Us** on (07) 3222 9400.

The Insurer – Lloyd's of London

The **Insurer** of this **Policy** is Lloyd's of London acting through Woodina Underwriting Agency Pty Ltd (Woodina) as their agent.

Woodina has been provided with a binding authority by the **Insurers** which allows us to enter into policies and settle claims on the **Insurer's** behalf, subject to the terms of the binder authority. In dealing with the **Policy**, Woodina acts for the **Insurer** and not you.

It is recommended that the **Insured** seeks independent legal advice as to the appropriateness of this **Policy**.

Special provisions in the Insurance Act 1973 allow Lloyd's Underwriters to underwrite insurance business in Australia. Furthermore the **Insurer** and Woodina are regulated by both APRA (Australian Prudential Regulation Authority) and ASIC (Australian Securities and Investments Commission).

Code of Practice

This **Policy** is compliant with the Insurance Council of Australia's General Insurance Code of Practice, apart from any **Claims** adjusted outside of Australia. Woodina Underwriting Agency Pty Ltd and Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of Code is to raise standards of practice and service in the general insurance industry.

A copy of the code is available from the Insurance Council of Australia's website at www.ica.com.au or from the Code's dedicated website www.codeofpractice.com.au

Complaints Procedure

There are established procedures for dealing with complaints and disputes regarding your policy or claim.

Stage 1

Any enquiry or complaint relating to this insurance should, in the first instance, be referred to Woodina Underwriting Agency Pty Ltd – in most cases this will resolve your grievance.

We will respond to your complaint within 15 business days provided **We** have all necessary information and have completed any investigation required. Where further information, assessment or investigation is required, **We** will agree to reasonable alternative timeframes with you. You will also be kept informed of the progress of your complaint.

Stage 2

In the unlikely event that this does not resolve the matter or you are not satisfied with the way your complaint has been dealt with, you should contact:

Lloyd's Australia Limited
Level 9, 1 O'Connell St
Sydney NSW 2000
Telephone: (02) 8298 0783
Email: ldraustralia@lloyds.com

Lloyd's Australia will usually require the following information:

- Name, address and telephone number of the policyholder;
- Details of the policy concerned (policy and/or claim reference numbers, etc);
- Details of the insurance intermediary through whom the policy was obtained;
- Reasons why you are dissatisfied;
- Copies of any supporting documentation you believe may assist Lloyd's Australia in addressing your dispute appropriately.

Following receipt of your complaint, you will be advised whether your matter will be handled by Lloyd's Australia or the Lloyd's Complaints team in the UK, or what other avenues are available to you:

- Where your complaint is eligible for referral to the Australian Financial Complaints Authority (AFCA), your complaint will generally be reviewed by a person at Lloyd's

Australia with appropriate authority to deal with your dispute.

- Where your complaint is not eligible for referral to AFCA, Lloyd's Australia will refer your complaint to the Lloyd's Complaints team in the UK if it falls within the jurisdiction of the UK Financial Ombudsman Service. They will review your complaint and liaise directly with you.
- For all other matters you will be advised of what other avenues may be available to you.

How long will the Stage 2 process take?

Your complaint will be acknowledged in writing within 5 business days of receipt, and you will be kept informed of the progress of Lloyd's review of your complaint at least every 10 business days.

The length of time required to resolve a particular dispute will depend on the individual issues raised, however in most cases you will receive a full written response to your complaint within 15 business days of receipt, provided Lloyds' have received all necessary information and have completed any investigation required.

External Dispute Resolution

If your complaint is not resolved in a manner satisfactory to you or Lloyd's do not resolve your complaint within 45 calendar days of receiving it at Stage 1, you may refer the matter to AFCA as follows:

AFCA can be contacted by:

Post: GPO Box 3, Melbourne VIC 3001

Phone: 1800 931 678

Email: info@afca.org.au

AFCA is an independent body that operates nationally in Australia and aims to resolve disputes between you and your insurer. AFCA provides fair and independent financial services complaint resolution that is free to consumers. Your dispute must be referred to AFCA within 2 years of the date of our final decision. Determinations made by AFCA are binding upon **Us**.

Customers not eligible for referral AFCA, may be eligible for referral to the UK Financial Ombudsman Service. Such referral must occur within 6 months of the final decision by the Complaints team at Lloyd's. Further details will be provided with their final decision to you.

How much will this procedure cost you?

This service is free of charge to policyholders.