Liberty International Underwriters

Combined General & Products Liability Master Policy
For the Australian Computer Society and its Members

Important Notice - This **Policy** is a Master Policy for the Australian Computer Society and its **Insured Members**. This means that there is one **Limit of Liability** to be shared between all **Insureds**. The addition of any **Insured Members** during the **Policy Period** does not increase the **Limit of Liability** or any **Sublimit of Liability** under the **Policy**.

Policy Schedule

Policy Number	IG-SY-SPC-01-128341
Named Insured	Australian Computer Society Incorporated and its **Insured Members** as defined in the **Policy**
Policy Period	From: 4.00pm on 1 March 2014 local standard time To: 4.00pm on 1 March 2015 local standard time
Limit of Liability	$20,000,000
Sub-Limits of Liability	Extension 2.3 Inquiry Costs $250,000 Extension 2.7 Property in Care, Custody or Control Not Applicable The **Sub-Limit of Liability** to Extension 2.3 and Extension 2.7 applies in respect of any one claim and in the aggregate. It forms part of, and is not in addition to, the **Limit of Liability**.
Excess	Nil
Policy Wording	LIU AUS CGL Information Technology ACS Master Policy Wording (02-15)
Endorsements	Nil
Additional Insurance	Not Applicable This policy is valid only if this schedule is signed and dated below by a person authorised by **Liberty**. Issued 12 March 2015 in Sydney
Authorised by Liberty	LIBERTY MUTUAL INSURANCE COMPANY A.B.N. 61 086 083 605

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Combined General & Products Liability Insurance

In consideration of payment of the **Premium** by the **Insured**, and subject to all the terms, conditions and exclusions, including all definitions of the **Policy**, **Liberty** agrees as follows:

1. Insuring Clauses

1.1 General & Products Liability

Liberty will pay on behalf of the **Insured** the **Loss** which the **Insured** is legally liable to pay in respect of **Personal Injury** or **Property Damage** first happening during the **Policy Period** as the result of an **Occurrence** in connection with the **Named Insured's** business of:

(a) the performance of **Information Technology Services**; or

(b) the provision of **Information Technology Products**.

1.2 Defence Costs

Liberty will pay for **Defence Costs** in respect of a **Loss** covered under Insuring Clause 1.1 or under any applicable extension.

Subject to General Condition 5.3 in respect of "Limit of Liability", **Defence Costs** are in addition to the **Limit of Liability** specified in the **Schedule**.

2. Extensions

Subject to all the terms, conditions and exclusions, including all definitions of the **Policy**, **Liberty** further agrees to extend cover provided under the **Policy** as follows:

2.1 Contractors & Consultants

The definition of **Insured** in Definition 6.7 is extended to include any natural person, or company with no more than two employees, who has a written contract with the **Named Insured** to perform **Information Technology Services** or provide **Information Technology Products** but only in relation to the performance of **Information Technology Services** or in the provision of **Information Technology Products** for or on behalf of the **Named Insured**.

2.2 Fraud & Dishonesty

Notwithstanding Exclusion 3.8 in respect of “Fraud & Dishonesty”, **Liberty** will pay on behalf of the **Insured** the **Loss** which the **Insured** is legally liable to pay as a result of a **Claim** alleging fraudulent or dishonest conduct of the **Insured** in connection with the **Named Insured's** business of the performance of **Information Technology Services** or the provision of **Information Technology Products**.

However, no cover is provided under this extension:

(a) to any person, company or other entity who has committed or condoned the fraudulent or dishonest conduct; or

(b) in respect of a **Claim** arising from or in any way connected with loss of **Money**.

2.3 Inquiry Costs

Liberty will pay on behalf of the **Insured** the reasonable and necessary costs and expenses incurred by the **Insured** (but excluding the **Insured's** salaries, wages, travel or accommodation expenses) in preparing for and attending an **Inquiry** provided that:

(a) such costs and expenses were incurred with the prior written consent of **Liberty**; and

(b) the notice requiring the **Insured** to attend the **Inquiry** is first served upon the **Insured** during the **Policy Period** and reported to **Liberty** during the **Policy Period**.

The maximum amount payable by **Liberty** under this extension in respect of all **Insured** is subject to the **Sub-Limit of Liability** specified in the **Schedule**.

2.4 Limitation of Liability Contracts

Notwithstanding Claims Condition 4.6 in respect of "Subrogation", **Liberty** recognises that in the performance of **Information Technology Services** or in the provision of **Information Technology Products** the **Insured** may from time to time enter into commercial contracts or agreements with other parties which may limit the liability of such parties and **Liberty** agrees that such agreements will not prejudice the **Insured**'s right to claim under the **Policy**.

2.5 New Subsidiaries

The definition of **Subsidiary** in Definition 6.24 is extended to include any company which, according to the laws of the Commonwealth of Australia or the Australian State or Territory in which the **Policy** is issued, becomes a subsidiary of the **Named Insured** during the **Policy Period** provided that:

(a) in the case of an acquisition, the revenue of the new subsidiary for the 12 months preceding the date of its acquisition does not exceed 10% of the consolidated revenue of the **Named Insured** and its **Subsidiaries** for the 12 months preceding the commencement of the **Policy Period**;

(b) the new subsidiary is not incorporated in the United States of America and/or Canada or any of their territories or protectorates;

(c) the new subsidiary does not provide of **Information Technology Services** or **Information Technology Products** within the United States of America and/or Canada or any of their territories or protectorates; and

(d) the new subsidiary has no paid or incurred professional indemnity claims against it for the 5 years preceding the date of its acquisition.

In respect of any other new subsidiary to which any of (a) to (d) do not apply, **Liberty** will provide cover for a period of 45 days from the effective date of the new subsidiary being acquired or created. Upon provision to **Liberty** by the **Named Insured** of full details of the new subsidiary, **Liberty** will consider providing cover for the new subsidiary for a further period on such terms and conditions and for such additional premium as may be agreed.

Cover in respect of any such new subsidiary applies only in respect of an act, error or omission committed or allegedly committed in the performance of **Information Technology Services** or in the provision of **Information Technology Products** whilst the subsidiary is a subsidiary of the **Named Insured**.

2.6 Principal's Vicarious Liability

Liberty will cover a **Principal** for that **Principal's** vicarious liability for the **Insured's** acts or omissions which are covered under the **Policy**.

Liberty will not be liable under this extension for the **Principal's** own liability.

2.7 Property in Care, Custody or Control

Notwithstanding Exclusion 3.13 in respect of "Property in Care, Custody or Control," **Liberty** will pay on behalf of the **Insured** the **Loss** which the **Insured** is legally liable to pay for **Property Damage** to:

(a) premises (or their contents) temporarily occupied by the **Insured**, or other property (not owned by the **Insured**) temporarily in its possession, for the purpose of carrying out works, including any **Property Damage** to any premises or contents on which the **Insured** is or has been working on;

(b) premises tenanted by the **Insured**; or

(c) directors', employees' and visitors' clothing and personal effects,

as the result of an **Occurrence** in connection with the **Named Insured's** business of:

(i) the performance of **Information Technology Services**; or

(ii) the provision of **Information Technology Products**.

The maximum amount payable by **Liberty** under this extension in respect of all **Insured** is subject to the **Sub-Limit of Liability** specified in the **Schedule**.

2.8 Spouses, Estates & Representatives

Liberty will cover:

(a) in the event of the death, incapacity or bankruptcy of an **Insured**, any **Claim** brought against his or her estate, heirs, executors, administrators or legal representatives; or

(b) any **Claim** brought against the lawful spouse or domestic partner of an **Insured**, as if the **Claim** had been brought against that **Insured**.

No cover is provided under this extension for any conduct or wrongful act committed or allegedly committed by such estate, heirs, executors, administrators, legal representatives, lawful spouse or domestic partner.

3. Exclusions

Liberty will not pay for any **Loss**, **Defence Costs** or any other amounts insured under the **Policy** for, arising out of, or in any way connected with:

3.1 Aircraft & Other Craft

the ownership, maintenance, operation, possession or use by or on behalf of the **Insured** of:

(a) any aircraft or aerial device;

(b) any watercraft exceeding 10 metres in length; or

(c) any hovercraft.

3.2 Asbestos

asbestos, asbestos fibres or derivatives of asbestos.

3.3 Building Work

the erection, demolition, alteration of and/or addition to buildings by or on behalf of the **Insured**.

3.4 Component Parts

any **Information Technology Products** which are incorporated into the structure, machinery or controls of any aircraft, aerial device, watercraft or hovercraft.

3.5 Contractual Liability & Commercial Risks

(a) a liability which the Insured has assumed under a contract unless such liability would have attached in the absence of such contract;

(b) the failure to provide, effect, or maintain any bond, surety or insurance; or

(c) any guarantee or warranty given by the **Insured** unless and to the extent required under legislation enacted in Australia.

3.6 Defamation

libel, slander, defamation or injurious falsehood.

3.7 Electronic Data

loss of, damage to or destruction of any electronic data.

3.8 Fraud & Dishonesty

any fraudulent, criminal, wilfully reckless, malicious or dishonest act, error or omission including any intentional violation or breach of any law or regulation committed or allegedly committed by the **Insured**.

This exclusion will only apply where it is established by an admission of such **Insured** or by a judgment, award, finding or other adjudication of a court, tribunal, commission or arbitrator that such conduct did in fact occur.

3.9 Loss of Use

the loss of use of property which has not been physically damaged or destroyed flowing from:

(a) a delay in or lack of performance by or on behalf of the **Insured** of any contract; or

(b) the failure of any **Information Technology Products** to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by the **Insured**.

This exclusion (b) does not apply to loss of use of other property directly or indirectly caused by, arising out of or in any way connected with the sudden and accidental physical damage to or destruction of any **Information Technology Products** after such **Information Technology Products** have been put to use by any person or organisation other than the **Insured**.

3.10 North American Jurisdiction

(a) legal proceedings brought within the United States of America and/or Canada or any of their territories or protectorates;

(b) the enforcement of any judgment or award obtained within or determined pursuant to the laws of the United States of America and/or Canada or any of their territories or protectorates; or

(c) legal proceedings in which the laws of the United States of America and/or Canada or any of their territories or protectorates are applicable even if only in a limited respect.

This exclusion does not apply to **Claims** resulting from the acts, errors or omissions of an employee of the **Named Insured** who normally resides in Australia while such employee is temporarily travelling on behalf of the **Named Insured** outside Australia.

3.11 Pollution

the actual or alleged presence, discharge, dispersal, release or escape of any **Pollutant** or the cost of removing, nullifying or cleaning up any **Pollutant**. This includes any such pollution caused by any of the **Named Insured's Information Technology Products** which may have been abandoned or thrown away by others.

This exclusion does not apply to liability which is directly caused by a sudden, accidental, instantaneous, identifiable and unexpected happening which takes place in its entirety at a specific time and place.

3.12 Product Recall

any costs incurred in withdrawing or recalling any **Information Technology Products** (including any costs involved in inspecting, repairing or replacing) because of any known or suspected defect or deficiency.

3.13 Property in Care, Custody or Control

loss of, damage to or destruction of property owned, leased, hired by, under hire purchase, on loan or rented to the **Insured** or otherwise in the **Insured's** care, custody or control.

3.14 Related Parties

any **Claim** made by or on behalf of:

(a) one or more **Insured** unless the **Claim** seeks indemnity or contribution from the **Insured** in respect of a claim brought or maintained by persons or entities other than the **Insured**;

(b) a child, sibling, spouse or partner of an **Insured** or a parent of a spouse or partner of an **Insured**;

(c) any entity which is owned, controlled or managed by any **Insured**; or

(d) any parent company or other entity which owns, controls or manages any **Insured**.

3.15 Specified Information Technology Products and Services

(a) medical devices whether such devices are used in a clinical, hospital or diagnostic environment or by individual patients;

(b) fire, security, monitoring or alarm systems including back to base systems;

(c) oil, gas, power, electrical or nuclear energy systems or applications;

(d) industrial control systems and process control systems including but not limited to supervisory control and data acquisition (SCADA) systems, distributed control systems (DCS) and programmable logic controllers (PLC);

(e) aerospace, defence or military systems or applications;

(f) mining and mining exploration systems or applications; or

(g) financial services trading platforms, systems and applications including but not limited to platforms used in trading, shares, equities, derivatives, bonds, futures and other similar financial products.

3.16 Vehicles

the ownership, maintenance, operation, possession, use, loading or unloading by or on behalf of the **Insured** of any motor vehicle or trailer which is required by law to be registered or insured or which is subject to a statutory scheme providing compensation for **Personal Injury**.

This exclusion does not apply to death or injury to the extent it is not required to be insured or subject to a statutory scheme.

3.17 War, Terrorism & Nuclear

(a) war (whether declared or not), civil disturbance or riot;

(b) any actual or threatened act of **Terrorism** or any action taken to, or taken in an attempt to, control, prevent or suppress any act of **Terrorism**;

(c) ionising radiation or contamination by radioactivity from any nuclear fuel or any waste from the combustion of nuclear fuel; or

(d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear weapon, installation, reactor or other nuclear assembly or nuclear component thereof.

3.18 Workers' Liability

(a) **Personal Injury** of any person employed, or deemed to be employed, by the **Named Insured** under any workers' compensation law or other law. This exclusion does not apply to **Personal Injury** to the extent it is not required to be insured under any workers' compensation law or other form of regulation.

(b) The provisions of any industrial award, agreement or determination, any contract of employment or any workplace agreement where liability would not have been imposed in the absence of such industrial award, agreement, determination, employment contract or workplace agreement.

(c) Any wrongful or unfair dismissal, denial of natural justice, misleading representation or advertising, unfair contract, harassment or discrimination (sexual or otherwise) in respect of employment by the **Named Insured**.

In addition, the following exclusion applies:

3.19 Defective Products

Liberty will not pay for loss of use, damage to or destruction of the **Named Insured's Information Technology Products** if such loss, damage or destruction is attributable to any defect in them, their harmful nature or their unsuitability.

4. Claims Conditions

4.1 Notification of Claims & Co-operation

As soon as the **Insured** becomes aware of a **Claim**, **Inquiry** or any facts which may give rise to a claim under the **Policy**, the **Insured** must:

(a) notify **Liberty** in writing of the **Claim**, **Inquiry** or any such facts. The notification must be sent to:

The Claims Department
Liberty International Underwriters
Level 27, 'Gateway'
1 Macquarie Place
Sydney, New South Wales, Australia 2000
Tel: +61-2-8298 5800
Fax: +61-2-8298 5887

(b) give **Liberty** such information and co-operation as it may reasonably require including but not limited to:

(i) a description of the **Claim** or **Inquiry**;
(ii) the nature of the alleged act, error or omission;
(iii) the nature and amount of the alleged or potential loss;
(iv) the names of actual or potential claimants; and
(v) the manner in which the **Insured** first became aware of the **Claim** or **Inquiry**.

If **Loss**, **Defence Costs** or any other amounts insured under the **Policy** are also potentially insured under any other insurance policy or policies, then the **Insured** must advise **Liberty** within a reasonable time of making a claim under the **Policy** and provide **Liberty** with details of the other insurance.

4.2 Defence & Settlement

Liberty may, in its absolute discretion, take over the conduct of any investigation, settlement or defence of any **Claim**.

The **Insured** must:

(a) take all reasonable steps to mitigate loss;
(b) not agree to any waiver or limitation of or delay as to their legal rights of recovery against any other party;

(c) not admit liability, negotiate any settlement, enter into any settlement agreement or incur any **Defence Costs** without the prior written consent of **Liberty**; and

(d) give **Liberty** all the information and assistance that **Liberty** requires for the purpose of investigating:

(i) the cause and consequences of any **Claim**;

(ii) the **Insured's** liability to any party in respect of any **Claim**; and

(iii) whether **Liberty** has any liability to the **Insured** under the **Policy** and, if so, the extent of its liability,

and, where applicable, conducting the defence of any **Claim**.

4.3 Excess Insurance

The **Policy** is in excess of any **Additional Insurance** specified in the **Schedule**.

4.4 Allocation

In the event the **Insured** is a party to a demand, legal proceedings, inquiry or hearing which is covered only in part by the **Policy**, the **Insured** and **Liberty** will use their best efforts to agree upon a fair and proper allocation of **Loss**, **Defence Costs** or any other amount insured under the **Policy** which relate solely to what is covered under the **Policy**.

In the event that an agreement cannot be reached, **Senior Counsel** shall determine, as an expert but not an arbitrator, a fair and proper allocation. Until **Senior Counsel** has made his or her determination, **Liberty** may, in its absolute discretion, pay such **Loss**, **Defence Costs** or any other amount insured under the **Policy** as it considers appropriate.

4.5 Requirement to Contest a Claim

Liberty shall not require the **Insured** to contest any **Claim** unless **Senior Counsel** advises that such **Claim** should be contested. In formulating such advice, **Senior Counsel** shall take into consideration the economics of the matter (including potential **Loss** and **Defence Costs**) and the prospects of the **Insured** successfully defending the **Claim**.

In the event that **Senior Counsel** recommends settlement in respect of any **Claim** and the **Insured** does not agree that such **Claim** should be settled, the **Insured** may elect to contest such **Claim** provided always that the liability of **Liberty** shall not exceed the amount for which the **Claim** could have been settled plus **Defence Costs** incurred with **Liberty's** prior written consent up to the date of such election.

4.6 Subrogation

If **Liberty** grants indemnity under the **Policy**, then **Liberty** shall be subrogated to all the **Insured's** rights of recovery against any person or entity whether or not payment has in fact been made and whether or not the **Insured** has been compensated in full for their loss. Each **Insured** must, at its own cost, provide all reasonable assistance to **Liberty** (including, but not limited to giving information, signing documents and giving evidence) to help enforce those rights.

The **Insured** must not do anything that may prejudice **Liberty's** position or its potential or actual rights of recovery against any party. Any amounts recovered by **Liberty** in excess of **Liberty's** total payment to the **Insured** (including **Defence Costs**) shall be restored to the **Insured** less the cost to **Liberty** of such recovery.

5. Combined General Conditions

5.1 Reasonable Care

The **Insured** must:

(a) exercise reasonable care that only competent persons are employed and take reasonable measures to maintain all premises, fittings and plant in sound condition;

(b) take all reasonable precautions to:

(i) prevent injury and damage;

(ii) prevent the manufacture, sale or supply of defective **Information Technology Products**;

(iii) comply and ensure that its employees and agents comply with all statutory obligations and other forms of regulation relating to the safety of persons or property; and

(c) at its own expense take reasonable action to withdraw or recall any **Information Technology Products** containing any known or suspected defect or deficiency.

5.2 Material Change to Risk

The **Insured** must, within 30 days of a material change to the risk that is the subject of the **Policy**, notify **Liberty** in writing of that change. Such changes include but are not limited to:

(a) material change to the **Information Technology Services** performed or the **Information Technology Products** provided by the **Insured**;

(b) appointment of a trustee or an administrator, receiver or liquidator including provisional liquidator to the **Insured** or bankruptcy of the **Insured**; or

(c) cancellation, suspension or imposition of any conditions to the **Insured's** registration with any professional association or licence relevant to the performance of the **Information Technology Services** or the provision of **Information Technology Products**.

5.3 Limit of Liability

The maximum amount payable by **Liberty** under the **Policy** in respect of all parties insured is the **Limit of Liability** any one **Claim** or series of **Claims** arising from one **Occurrence**. The **Limit of Liability** is inclusive of any **Inquiry** representation costs, **Sub-Limits of Liability** and other amounts insured under the **Policy** but does not include costs incurred by **Liberty** in determining whether the **Policy** provides insurance to the **Insured**.

The total aggregate amount payable by **Liberty** under the **Policy** during the **Policy Period** for all **Claims** in respect of or in any way connected with the **Named Insured's Information Technology Products** is the aggregate **Limit of Liability** specified in the **Schedule**.

Liberty may, in its absolute discretion and at any time, pay the **Limit of Liability** to the **Named Insured**. From the date of any such payment, **Liberty** has no further liability to the **Insured** under the **Policy** including no liability for **Defence Costs** incurred by the **Insured** from the date of any such payment.

If a **Loss** exceeds the **Limit of Liability**, **Liberty's** liability for **Defence Costs** will be limited to that proportion of **Defence Costs** which the **Limit of Liability** bears to the **Loss**.

Defence Costs incurred in connection with **Claims** made or brought in the USA, Canada, their respective territories and protectorates, or any place in which their laws are applicable even if only in a limited respect, are included within the **Limit of Liability**.

5.4 Excess

Liberty will only pay in respect of each **Loss** and other amounts insured under the **Policy**, apart from **Defence Costs**, insured under the **Policy**, the amount which is above the **Excess**. This **Excess** shall be the first amount borne by the **Insured or the Insured Members who notify a claim** and shall remain uninsured.

5.5 Non-Accumulation of Limits & Sub-Limits

If two or more policies of insurance issued by **Liberty** apply to the same **Loss**, the maximum amount payable by **Liberty** under all such policies is the highest of the applicable limit or sub-limit of liability specified in the schedules for all such policies and there will only be one excess payable which will be the excess which applies to that limit or sub-limit of liability.

5.6 Addition of New Insured Members

The **Insurer** may agree to include additional **Insured Members** during the **Policy Period** at the request of the **Peak Body** without the prior consent of any other **Insured Members**. The addition of any **Insured Members** during the **Policy Period** will not increase the **Limit of Liability** or any **Sub-Limits of Liability** under the **Policy**.

5.7 Broker as Agent

Insurance House Pty Ltd ABN 33 006 500 072 shall act as agent on behalf of the **Insured** for all notices to be provided under this **Policy** to the **Insured**, including any renewal notices.

5.8 Severability of Proposal

Failure by any **Insured** to comply with the duty of disclosure under the Insurance Contracts Act 1984 (Cth) or misrepresentation by any **Insured** to **Liberty** shall not prejudice the right of any other **Insured** to cover under the **Policy**. Cover is only provided to an **Insured** who is innocent of and has no prior knowledge of such failure or misrepresentation.

5.9 Non-Imputation

For the purposes of determining the availability of cover under the **Policy**, the conduct of one **Insured** shall not be imputed to any other **Insured**, provided that cover is only provided to an **Insured** who is innocent of and has no prior knowledge of such conduct.

5.10 Governing Law & Exclusive Jurisdiction

The **Policy** is governed by the law in force in the Australian State or Territory in which the **Policy** is issued. All matters arising from or relating to the construction or operation of the provisions of the **Policy** shall be submitted to the exclusive jurisdiction of the courts exercising jurisdiction under the law of that State or Territory.

5.11 Liberty Mutual AGM

Liberty International Underwriters is a trading name of Liberty Mutual Insurance Company (LMIC), a stock insurance company incorporated in Massachusetts USA. LMIC is an indirect subsidiary of Liberty Mutual Holding Company Inc. (LMHC), a Massachusetts USA mutual holding company. Notice is hereby given that the annual meeting of LMHC is held on the second Wednesday in April of each year at ten o'clock in the morning, local time, at LMHC's office at 175 Berkeley Street, Boston, Massachusetts USA.

This notice is for members of LMHC only. One becomes a member of LMHC by virtue of being a policyholder of LMIC. Membership rights terminate when one ceases to be a policyholder of LMIC. Members of LMHC may request a copy of LMHC's annual financial statements, which are posted on Liberty Mutual's website at www.libertymutual.com, by writing to Liberty Mutual Holding Company Inc., 175 Berkeley Street, Boston, Massachusetts 02116.

5.12 Electronic Communications

Liberty may issue by electronic mail or post any notices required to be given under the Insurance Contracts Act 1984 (Cth) or otherwise.

5.13 Policy Interpretation & Construction

The headings in the **Policy** are for descriptive purposes only and do not form part of the **Policy** for the purpose of its construction or operation. Words used in the singular shall include the plural and vice versa. For the meaning of any words in bold refer to the **Schedule** and Section 6 - Definitions.

6. Definitions

In the **Policy**:

6.1 **Claim** means any written demand or legal proceedings for compensation made against the **Insured** which may result in **Loss**, **Defence Costs** or any other amounts insured under the **Policy**.

6.2 **Defence Costs** means:

(a) reasonable and necessary costs and expenses incurred by **Liberty**, or by the **Insured** but only with **Liberty's** prior written consent, solely for the benefit of the **Insured** in the investigation, settlement, defence or appeal of any **Claim** covered under the **Policy**; and

(b) the costs of obtaining **Senior Counsel's** advice or determination under the **Policy**.

Defence Costs does not include the Insured's salaries, wages, travel or accommodation expenses.

6.3 **GST** means the tax imposed as goods and services tax under the A New Tax System (Goods and Services Tax) Act 1999 (Cth) or as amended and any penalty or interest payable in respect of that tax.

6.4 **Information Technology Products** means any electronic equipment, communication equipment, or computer hardware or software, once they have been accepted by the **Named Insured's** customer, or deemed to have been accepted pursuant to a contract between the **Named Insured** and the **Named Insured's** customer, as meeting the specifications agreed to in the contract between the **Named Insured** and the **Named Insured's** customer.

6.5 **Information Technology Services** means:

(a) software development;
(b) systems integration;
(c) information management consulting;
(d) electronic data processing;
(e) computer facilities management;
(f) computer programming;
(g) design, manufacture and installation of **Information Technology Products**;
(h) computer and electronic equipment maintenance and repair;
(i) computer and data network analysis, consulting and design;
(j) telecommunication and data communication services;
(k) internet services;
(l) network consulting and support services;
(m) call centre services; and
(o) member services, including:
    (i) providing accredited courses and jobs;
    (ii) development of ICT Skills of members;
    (iii) Running a member certification program;
    (iv) developing skills assessments for migration;
    (v) professional development of members;
    (vi) running member events & providing networking opportunities;
    (vii) providing information resources;
    (viii) mentoring;
    (ix) referrals; and
    (x) advocacy.

6.6 **Inquiry** means any administrative or regulatory proceeding, official investigation, inquiry or hearing in respect of an **Occurrence** in connection with the **Named Insured's** business of the performance of **Information Technology Services** or the provision of **Information Technology Products** which an **Insured** is legally required to attend if findings from such proceeding, investigation, inquiry or hearing could lead to a **Claim** being made against the **Insured** which may be covered under the **Policy**.

6.7 **Insured** means the **Peak Body** and the **Insured Members**.

6.8 **Insured Members** means all persons or entities:

(a) whose application for, or renewal of annual membership has been accepted by the **Peak Body** and whose applicable membership fee has been paid;

(b) whose taxable gross income in the preceding financial year was less than $25,000; and

(c) who have not been the subject of disciplinary proceedings or been the subject of a legal demand or claim in the five years preceding the application for, or renewal of, membership to the **Peak Body**.

6.9 **Liberty** means Liberty International Underwriters which is a trading name of Liberty Mutual Insurance Company (ABN 61 086 083 605). Incorporated in Massachusetts, U.S.A. (The liability of members is limited).

6.10 **Loss** means:

(a) damages or claimant's costs or both payable by the **Insured** pursuant to an award or judgment entered against the **Insured**;

(b) settlements negotiated by **Liberty** and consented to by the **Insured**; or

(c) settlements negotiated by the **Insured** but only with the prior written consent of **Liberty**.

Loss does not include any:

(i) amounts uninsurable at law;

(ii) wages or salaries or travel or accommodation costs incurred by the **Insured** in assessing, investigating, dealing with or assisting others to deal with the claim;

(iii) fines or penalties;

(iv) exemplary, aggravated, multiple or punitive damages; or

(v) **GST** imposed or payable in respect of the **Premium** or any payment of insured amounts made under the **Policy**.

All **Loss** attributable to one source or originating cause is deemed one **Loss**.

6.11 **Money** means currency, coins, bank notes, bullion, precious metals, gems, jewellery, coupons, stamps, cheques, travellers cheques, registered cheques, postal orders and money orders.

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

6.13 **Peak Body** means the Australian Computer Society Incorporated ABN 53156305487.

6.14 **Personal Injury** means death, bodily or mental injury, sickness or disease, emotional distress or mental anguish of any person.

6.15 **Policy** means this policy wording, any endorsements to it, the **Schedule** and the **Proposal**.

6.16 **Policy Period** means the period of time specified in the **Schedule** unless the **Policy** is cancelled in which event the **Policy Period** will end on the effective date of the cancellation.

6.17 **Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, noise, acids, alkalis, compounds, chemicals, mould or waste. Waste includes materials to be recycled, reconditioned or reclaimed.

6.18 **Premium** means the amount payable by the **Insured** for the **Policy** including any applicable charges as advised by **Liberty**.

6.19 **Principal** means a natural person or company or other entity who has a contract with a **Named Insured** under which the natural person or company or other entity engages the **Named Insured** to perform **Information Technology Services** or to provide **Information Technology Products**.

6.20 **Property Damage** means:

(a) physical loss of, damage to or destruction of any real or personal property (excluding **Money**); or

(b) consequential losses flowing from physical loss of, damage to or destruction of any real or personal property.

6.21 **Proposal** means the proposal form and any other information submitted by the **Insured** in applying for this insurance.

6.22 **Schedule** means the schedule attached to the **Policy** and signed by an Authorised Representative of **Liberty**.

6.23 **Senior Counsel** means a Senior Counsel to be mutually agreed upon by **Liberty** and the **Insured** or, in the absence of agreement, to be appointed by the current President of the Law Society in the State or Territory in which the **Policy** is issued.

6.24 **Subsidiary** means any company which, according to the laws of the Commonwealth of Australia or the Australian State or Territory in which the **Policy** is issued, was or is a subsidiary of the **Named Insured** prior to or at the commencement of the **Policy Period**.

Cover in respect of any such company applies only in respect of acts, errors or omissions committed, or allegedly committed in the performance of **Information Technology Services** or the provision of **Information Technology Products** whilst the company was or is a subsidiary of the **Named Insured**.

6.25 **Terrorism** means an act or acts by any person or group of persons or government causing or threatening to cause any harm of any nature for political, religious, ideological, ethnic or similar purpose and/or to intimidate or influence any government or the public or any section of the public.