

DECLARATIONS

Item 1. Named Insured

Policy Number:

Broker's Name & Address

Issuing Branch: Sydney

Business:

Item 2. Policy Period

From: To:
4.00P.M. Standard Time at the address of the Named Insured

Item 3. Limits of Insurance

Each Occurrence: \$

Products Hazard. In the aggregate
during any Policy Period: \$

Deductible:

Item 4. Minimum and Deposit Premium: \$
Stamp Duty: \$
Total: \$

Adjustment Rate:

CHUBB INSURANCE COMPANY OF AUSTRALIA LIMITED
(ACN 003 710 647)
Level 36, Tower Building, Australia Square, 264-278 George Street, Sydney NSW 2000

Date

Authorised Employee

In Witness Whereof the company issuing this policy has caused the policy to be signed by its authorised employee

ELECTRONICS & INFORMATION TECHNOLOGY COMMERCIAL GENERAL LIABILITY INSURANCE

IMPORTANT NOTICE

This Insurance is issued by the Chubb Insurance Company of Australia Limited.

Various provisions in the Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Policy the words “you” and “your” refer to the Named Insured shown in the Declarations as noted in paragraph (a) and (b) Named Insured. The words “we”, “us” and “our” refer to the Company providing this Insurance.

The word “insured” means any person or organisation qualifying as such under the WHO IS INSURED provision.

Other words, phrases, and Subjects of Insurance that appear in bold print have special meanings. Definitions appear in the definitions section of this Policy.

COVERAGE

We will pay damages the Insured becomes legally liable to pay by reason of liability imposed by law or assumed under an **Insured Contract** because of:

- (a) **Personal Injury;**
- (b) **Property Damage; or**

as defined herein and caused by an **Occurrence** in connection with the Insured’s Business.

DEFENCE OF CLAIMS OR SUITS

We will defend any **Claim** or **Suit** against the Insured alleging liability covered by this Policy and seeking damages on account thereof even if such **Claim** or **Suit** is groundless, false or fraudulent. We will have the right to make any investigation, negotiation, settlement or defend any **Claim** or **Suit** as we deem expedient and you shall provide all co-operation, information and assistance we may require in this regard;

We will pay all costs taxed against the Insured in any **Claim** or **Suit** referred to in the sub-clause above and pay all expenses incurred by the Company and all interest accruing on the Company’s portion of the judgment after entry of judgment until the Company has paid, tendered or deposited in court that part of such judgement that does not exceed the limit of the Company’s liability;

We will reimburse the Insured for all reasonable expenses incurred at the Company’s request, including actual loss of wages or salary (\$20 per hour per employee not to exceed \$150 in total per day for all employees) but not loss of other income because of the Insured’s attendance at hearings or trials at the Company’s request.

We agree to pay the expenses incurred in defending any **Claim** or **Suit** or proceeding in addition to the Limit of Insurance stated in the Declarations.

We will not defend any **Claim** or **Suit** or pay for the above mentioned expenses after the Company’s Limit of Insurance has been exhausted.

FIRST AID EXPENSE

We shall pay expenses incurred by the Insured for first aid to others as a result of **Personal Injury** caused by an **Occurrence** in connection with the Insured’s Business.

ELECTRONICS & INFORMATION TECHNOLOGY COMMERCIAL GENERAL LIABILITY INSURANCE

EXCLUSIONS

This insurance does not apply to:

Aircraft Products

Liability for **Personal Injury** or **Property Damage** arising out of the selling, leasing, hiring or manufacturing of **Aircraft**, including the manufacture or supply of parts or products that are used in **Aircraft** or any aerial device.

Aircraft - Watercraft

Liability for **Personal Injury** or **Property Damage** arising out of the ownership, possession, maintenance, use, loading or unloading of any:

(a) **Aircraft**; or

(b) **Watercraft**;

by or on behalf of the Insured.

But this exclusion does not apply to:

(a) **Watercraft** on land at your premises;

(b) **Watercraft** under 8 metres long; or

(c) **Watercraft** operated by an independent contractor.

Asbestos

Liability arising out of asbestosis and or related diseases directly or indirectly caused by or arising from the manufacture, mining, processing, removal, transport, distribution and/or storage of asbestos, asbestos products or asbestos contained in any products including installation, removal or treatment of asbestos material.

Damage To Your Products

Liability for **Property Damage** to **Your Product** arising out of such Product or any part of it.

Employers Liability

Liability for **Personal Injury** to an employee of the Insured arising out of or in the course of employment in the Insured's Business but this exclusion does not apply to liability of others assumed by the Insured under a contract or agreement to the extent permitted by law.

Fines or Penalties

Liability for fines or penalties including punitive and exemplary damages.

Nuclear Energy

Liability for **Personal Injury** or **Property Damage** arising from:

(a) ionising radiations or contamination by radioactivity from any nuclear fuel or from the combustion of nuclear fuel. For the purpose of this Exclusion only, combustion shall include any self-sustaining process of nuclear fission.

(b) the radioactivity, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

(c) nuclear weapons material.

(d) the furnishing by an Insured of services, material, parts or equipment in connection with planning, construction, maintenance, operation or use of any nuclear facility.

Property in Physical or Legal Control

Liability for **Property Damage** to property owned by the Insured or to property of others in the physical custody or under the legal control of the Insured.

But this exclusion does not apply to:

ELECTRONICS & INFORMATION TECHNOLOGY COMMERCIAL GENERAL LIABILITY INSURANCE

- (a) premises which are rented or leased to the Insured where such **Property Damage** is caused by fire, explosion, water discharged or leaking from any pipe or water system or by impact caused by any **Vehicle**; or
- (b) any **Vehicle** (not belonging to the Insured or used by or on the Insured's behalf) in the physical or legal control of the Insured where such **Property Damage** occurs while any such **Vehicle** is in 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.

Performance Failure

Loss of use of tangible property which has not been physically injured or destroyed resulting from:

- (a) a delay in or lack of performance of any contract or agreement by you or on your behalf; or
- (b) the failure of **Your Product** to meet the level of performance, quality, fitness or durability warranted or represented by you.

But this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of **Your Product** after such Product has been put to use by a person or organisation other than an Insured.

Pollution

Liability arising out of the actual, alleged or threatened discharge, dispersal, release or escape of **Pollutants** into or upon land, the atmosphere or any water course or body of water but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental and takes place in its entirety at a specific time and place.

No coverage is afforded for expenses relating to the prevention of contamination or pollution.

Recall

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of **Your Product** or of any property of which such Product forms a part if such Product or property are withdrawn or recalled from the market or from use by any person or organisation because of a known or suspected defect, deficiency, inadequacy or dangerous condition therein.

Statutory Obligations To Employees

Any obligation for which the Insured may be held liable under a Workers Compensation Act or any similar Act, Law, Ordinance, Regulation, Industrial Award or Agreement or Determination.

Vehicle

Personal Injury or **Property Damage** arising out of the ownership, possession, maintenance or use of any **Vehicle** in respect of which there is required by law to be in force a policy of compulsory liability insurance or contribution to a statutory fund for that purpose.

In the absence of any indemnity afforded by any such insurance or fund this exclusion will not apply to:

- (a) **Personal Injury** or **Property Damage** occurring beyond the limits of any carriageway or thoroughfare or caused by the loading or unloading of any **Vehicle**;
- (b) the Insured's liability arising out of the use of any **Vehicle** not owned, hired, leased or supplied by the Insured and not required to be insured by the Insured by virtue of any legislation governing its use, but this exclusion does not apply to the Insured's liability in respect of damage to any such **Vehicle**; or
- (c) any **Vehicle** working as a tool of trade on any site where the Insured is undertaking work or at the premises of the Insured.

ELECTRONICS & INFORMATION TECHNOLOGY COMMERCIAL GENERAL LIABILITY INSURANCE

Wilful Violations/Intentional
Falsehoods

Personal Injury arising out of the wilful violation of a statute or ordinance committed by or with the consent of the Insured.

WHO IS INSURED

Each of the following is an Insured under this Policy to the extent set forth below:

- (a) the Named Insured and any other organisation under the control of the Named Insured and over which it is exercising active management or any subsidiary company (including subsidiaries thereof) of the Named Insured and any other organisation under the control of the Named Insured and over which it is exercising active management;
- (b) any new organisation acquired or formed by you during the Policy Period through consolidation, merger, purchase of the assets or assumption of control and active management, provided the business of such organisation is similar to your current business and is reported to us within ninety (90) days after it is effected. This Policy does not apply to any **Personal Injury** or **Property Damage** that took place before you acquired or formed the organisation.
- (c) any director, officer, employee, partner or shareholder of the Insured, but only while acting within the scope of their duties in such capacity;
- (d) any person, principal, organisation, trustee or estate to whom or to which you are obligated by virtue of a written contract to provide insurance but only to the extent required by such contract and only for such coverage and Limits of Insurance as provided in this Policy;
- (e) any social and/or sporting club formed with your consent including any office bearer or member thereof in their respective capacities as such; and
- (f) any partnership or joint venture but only if designated in the Declarations as a Named Insured. If the Insured is designated in the Declarations as a partnership or joint venture, any partner or member thereof, but only with respect to the liability incurred in the operation of that partnership or joint venture.

LIMITS OF INSURANCE

The Limit of our liability in respect of any one **Occurrence** shall not exceed the Limit of Insurance stated in the Declarations.

The Aggregate Limit indicated for the **Products Hazard** in the Declarations is the most we will pay for damages included in the **Products Hazard**.

Each payment we make for such damages reduces the Aggregate Limit by the amount of such payment. The reduced limit will then be the amount of Insurance available. When this amount of Insurance is used up, we shall have no further obligation to defend **Claims** or **Suits**.

If we pay any amounts for damages in excess of the applicable Limit of Insurance available, the Insured agrees to reimburse us for such amount.

The limits of this Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Policy Period shown in the Declarations, unless the Policy Period is extended after the issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

ELECTRONICS & INFORMATION TECHNOLOGY COMMERCIAL GENERAL LIABILITY INSURANCE

POLICY CONDITIONS

- Alteration to Risk** No change in, modifications of, or assignment of interest under this policy shall be effective except when made by a written endorsement to this policy which is signed by one of our authorised employees.
- Cancellation** You may cancel this Policy by giving written notice to the Company at the Company's address. Cancellation shall take effect either forthwith or at the date stated in the written notice, whichever is the later.
- If you cancel the Policy we will refund 75% of the unearned premium.
- We may cancel this Policy within 30 days after receipt by you at the address designated in Item 1 of the Declarations of a written notice of cancellation from us, under the grounds specified in Sections 60 and 61 of the Insurance Contracts Act 1984 and in accordance with the provisions of Section 59 and 77 thereof, or, if a later time is specified in such notice, at such later time.
- If we cancel the Policy we will refund the full amount of unearned premium.
- Conformance** The provisions of this Policy shall be read subject to the provisions of any statute governing the construction of this Policy and, if inconsistent therewith, the provisions of the Policy shall be deemed to be amended so as to comply with the statute.
- First Named Insured** The person or organisation first named in the Declarations is responsible for payment of all premiums. The first Named Insured will act on behalf of all other Insureds for the giving and receiving of notice of cancellation and the receiving of any return premiums or other payments made by the Company under or pursuant to this Policy.
- Inspection and Audit** We shall be permitted but not obligated to inspect, the Insured's property and operations at any time. Neither our right to make inspection nor the making thereof or any report thereon shall constitute an undertaking on behalf of or for the benefit of the Insured or others to determine or warrant that such property or operations are safe or that they comply with any laws, regulations, codes or standards.
- We may examine and audit the Insured's books and records at any time during the Policy Period and within three years after cancellation or the expiry date of this Policy, as far as they relate to the subject matter of this Insurance.
- Premium** Premium shown in this Policy as a deposit premium shall be credited to the amount of the earned premium due at the end of the Policy Period. At the close of each Policy Period as indicated in the declarations or any part of the period which ends with the termination of the Policy the earned premium shall be calculated for such period and, upon notice to the Named Insured, shall become due and payable. If the total earned premium is less than the premium previously paid we will return to you the difference, provided that the adjusted premium is not less than the minimum premium indicated in the Declarations.
- You shall keep records of such information as is necessary for premium calculation and shall send copies of such records to us at the end of the Policy Period or during the Policy Period as we may request.
- Separation of Insured** Except with respect to the Limits of Insurance, this Insurance applies:
- (a) as if each Named Insured were the only Named Insured; and
 - (b) separately to each Insured against whom **Claim** is made or **Suit** is brought.
- Nothing in this condition will affect any rights or duties specifically assigned to the first Named Insured

ELECTRONICS & INFORMATION TECHNOLOGY COMMERCIAL GENERAL LIABILITY INSURANCE

| | |
|--------------------------------------|--|
| Territorial Limits | This Insurance applies anywhere in the world except the United States of America its territories or possessions, the dominion of Canada or Puerto Rico where the Policy will only apply in respect of Your Product exported into those countries and/or travelling executives and salesmen providing they do not reside in the above mentioned countries. |
| Titles of Paragraphs | The titles of the various paragraphs of this Policy and amendments, if any attached to this Policy are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provisions to which they relate. |
| Transfer of Rights and Duties | Your rights and duties under this Insurance may not be transferred without our written consent; except if you die, then your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative; or to anyone having temporary custody of your property until your legal representative has been appointed. |

LOSS PROVISIONS

| | |
|--|--|
| Bankruptcy | Bankruptcy or insolvency of the Insured or the Insured's estate will not relieve us of any obligation under this Insurance. |
| Insureds Duties in the Event of Occurrence, Claim or Suit | <p>You must notify us, or one of our authorised representatives, as soon as possible, as to what happened. Give details including the time and place. Include names and addresses of those injured and of available witnesses.</p> <p>You must send us copies of any written demand, notice or legal papers received concerning a Claim or Suit.</p> <p>You must co-operate with us in the investigation, settlement or handling of any Claim or Suit.</p> <p>You must make no admission of liability, payments or settlements, unless we agree, or incur any expense other than for first aid.</p> <p>You must authorise us to obtain records or reports necessary for our investigation.</p> <p>Knowledge of an Occurrence by any agent or employee of the Insured will not constitute knowledge by the Insured unless an Executive Officer or his designee receives such notice from his agent or employee.</p> <p>Failure of an agent or employee of the Insured, other than an Executive Officer, to notify us of any Occurrence, which he knows about will not affect the Insurance afforded you by this Policy.</p> <p>If the Insured reports any Occurrence as a Workers Compensation Claim which later develops into a liability Claim, the failure to report such Occurrence to us will not violate this provision provided the Insured gives us immediate notice as soon as they are made aware of the fact that the Occurrence may be a Claim under this Policy.</p> |
| Other Insurance | To the extent permitted by the Insurance Contracts Act 1984 (Cth.), this insurance is excess over and above any other valid and collectable insurance (including any excess, self insured retention or deductible portion) or agreement of indemnity, available to the Insured. |
| Our Right To Recover Payment | Any person or organisation for whom we make a payment under this Insurance must transfer to us their right of recovery against any other party. After a loss they must do everything necessary to secure and nothing to impair these rights. |

ELECTRONICS & INFORMATION TECHNOLOGY COMMERCIAL GENERAL LIABILITY INSURANCE

POLICY DEFINITIONS

When used with respect to Insurance under this Policy:

| | |
|-------------------|--|
| Aircraft | Aircraft means any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space and includes hovercraft. |
| Claim | Claim means a written demand alleging against the Insured a liability covered by this Policy. |
| Executive Officer | Executive officer means a person who is concerned, or takes part, in your management. |
| Insured Contract | Insured contract means any written or oral agreement entered into by the Insured in the usual course of the Insured's Business in which the Insured assumes the Tort Liability of another to pay damages because of Personal Injury, Property Damage to a third person or organisation where the contract or agreement is made prior to the injury, damage or offence. |
| Occurrence | Occurrence means an event, including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury or Property Damage . All Personal Injury or Property Damage attributable to one source or original cause shall be deemed one occurrence. |
| Personal Injury | Personal injury means: <ul style="list-style-type: none">(a) bodily injury, death, disability, sickness or disease to a person that is neither expected nor intended by the Insured and, if arising out of the foregoing, mental anguish, mental shock or humiliation sustained by that person.(b) false arrest, detention or imprisonment, malicious prosecution;(c) wrongful entry or wrongful eviction or other invasion of the right of private occupancy;(d) racial, religious, sex or age discrimination (unless insurance thereof is prohibited by law) not committed by or at the direction of the Insured, but only with respect to the liability other than fines and penalties imposed by law. which occurs during the Policy Period. |
| Pollutants | Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed or disposed of. |
| Product Hazard | Product hazard includes Personal Injury and Property Damage arising out of Your Product or reliance upon a representation or warranty made at any time with respect thereto; but only if the Personal Injury or Property Damage occurs away from premises owned or rented by you and after physical possession of such product has been relinquished to others. |
| Property Damage | Property damage means: <ul style="list-style-type: none">(a) physical injury to tangible property, that is neither expected nor intended by the Insured, which occurs during the Policy Period, including the resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or(b) loss of use of tangible property that is not physically injured, that is neither expected nor intended by the Insured, which occurs during the Policy Period. All such loss shall be deemed to occur at the time of the Occurrence that caused it. |

ELECTRONICS & INFORMATION TECHNOLOGY COMMERCIAL GENERAL LIABILITY INSURANCE

| | |
|----------------|---|
| Suit | Suit means a civil proceeding in which damages to which this Insurance applies are alleged. Suit includes an arbitration proceeding alleging such damages to which the Insured must submit with our consent. |
| Tort Liability | Tort Liability means a liability that would be imposed by law in the absence of any contract or agreement. |
| Vehicle | Vehicle means any type of machine (including any machinery or apparatus attached thereto) designed to travel on wheels or on self-laid tracks and to be propelled by other than manual or animal power. |
| Watercraft | Watercraft means any vessel, craft or thing made or intended to float on or in or travel on or through water. |
| Your Product | Your product means anything (after it has ceased to be in your possession or under your control) manufactured, constructed, erected, installed, repaired, serviced, treated, sold, supplied or distributed by you including any container thereof (other than a Vehicle) and shall include anything deemed by the Trade Practices Act 1974 to have been manufactured by you. |

Electronics & Information Technology Liability Insurance Policy

DECLARATIONS

This is a claims made policy. Except as otherwise provided herein, this policy covers only claims first made against the insured during the Period of Insurance. Please read carefully.

This policy is issued by Chubb Insurance Company of Australia Limited, herein called the Company, in consideration of payment of the required premium, in accordance with the Declarations of insurance but only for Coverages specified and subject to the terms, exclusions, limits and conditions contained herein.

Item 1. Insured:
(name and address)

Policy Number:

Item 2. Period of Insurance: This policy is issued for the period
From 4.00 pm on
To 4.00 pm on
Local time at the address shown in Item 1.

Item 3. Retroactive Date:

Item 4. Limit of Insurance:
Coverage A: \$ any one **claim** and in the aggregate including **defence expense** for any one Period of Insurance.
Coverage B: \$ any one **claim** and in the aggregate including **defence expense** for any one Period of Insurance.

Item 5. Self Insured Retention:
Coverage A: \$ any one **claim** including **defence expense**.
Coverage B: \$ any one **claim** including **defence expense**.

Item 6. Annual or Deposit Premium

For the period: The premium shown is provisional and shall be adjusted on the following rating basis:

| | |
|-----------------------------|----|
| Minimum and Deposit Premium | \$ |
| GST | \$ |
| Stamp Duty | \$ |
| Total | \$ |

Item 7. Endorsements effective at inception:

The terms of this policy shall not be waived or changed, except by amendment issued to form a part of the policy. This policy shall not be valid unless each Declaration attached hereto is signed by an authorised employee of the Company.

CHUBB INSURANCE COMPANY OF AUSTRALIA LIMITED
(ACN 003 710 647)

Date

Authorised Employee

Electronics & Information Technology Liability Insurance Policy

Contract

Words and phrases that appear in **bold** print have special meanings and are defined in the Definitions section of this contract.

In addition to the Named **Insured**, other persons or organisations qualify as **insureds**. Those persons or organisations and the conditions under which they qualify are identified in the Who Is Insured section of this contract.

This policy is written on a Coverage A and Coverage B basis. There are differences in what they cover and how each function. Please read this policy carefully.

THIS INSURANCE PROVIDES CLAIMS MADE COVERAGE. EXCEPT AS OTHERWISE PROVIDED, SUCH COVERAGE APPLIES ONLY TO **CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD**. PLEASE READ THIS INSURANCE CAREFULLY.

COVERAGE A

Subject to the applicable Limits of Insurance under Coverage A, and in excess of the **self insured retention**, the Company will pay:

- all sums which the **insured** becomes legally liable to pay; and
- **defence expense;**

in respect of any **claim** first made against the **insured** during the Period of Insurance and notified to the Company during the Period of Insurance, arising out of a **wrongful act** committed or alleged to have been committed by or on behalf of the **insured**:

- in the performance of or failure to perform **electronic and information technology services**; or
 - in the failure of **electronic and information technology products** to perform the function or serve the purpose intended.
-

COVERAGE B

Subject to the applicable Limits of Insurance under Coverage B, and in excess of the **self insured retention**, the Company will pay:

- all sums which the **insured** becomes legally liable to pay by reason of liability imposed by law or assumed under an **insured contract**; and
- **defence expense;**

in respect of any **claim** first made against the **insured** during the Period of Insurance and which is notified to the Company during the Period of Insurance, arising out of any **specified offence** committed or alleged to have been committed by or on behalf of the **insured**.

RETROACTIVE DATE

Where a Retroactive Date is specified in the Declarations, this policy shall only provide cover in respect of **wrongful acts** or **specified offences** committed or alleged to have been committed after the Retroactive Date.

DEFENCE OF CLAIMS

The Company has the right and duty to defend the **insured** against a **claim** under Coverage A or under Coverage B. However the Company has no duty to defend any **insured** against a **claim** to which this insurance does not apply.

Electronics & Information Technology Liability Insurance Policy

With the Company's consent, which may not be unreasonably withheld, the **insured** may select counsel to represent the **insured**. The Company may at the Company's discretion investigate any **wrongful act** or **specified offence** and settle any **claim**.

No **insured** shall settle any **claim**, incur any **defence expense**, assume any contractual obligation or admit any liability with respect to any **claim** without the Company's consent, which shall not be unreasonably withheld. The Company shall not be liable for any settlement, **defence expense**, assumed obligation, admission, offer or payment to which it has not given its consent.

The amount the Company will pay for **defence expense** is part of and will reduce the any one **claim** limit stated in the Declarations under Limits of Insurance.

The Company's right and duty to defend the **insured** against a **claim** will end when the amount which the Company has paid in respect of a **claim**, including **defence expense**, exhausts the applicable Limit of Insurance.

COVERAGE A EXCLUSIONS

This insurance does not apply to any **claim** or **defence expense** based upon, arising from or in consequence of the following:

| | |
|--------------------------------|--|
| Assumed Liability | any liability of others for which the insured becomes responsible by reason of the assumption of liability in a contract or agreement; But this exclusion does not apply to liability: <ul style="list-style-type: none">• that the insured would have in the absence of such contract or agreement; or• assumed under an insured contract. |
| Cost Guarantees | cost guarantees, or estimates of probable costs or cost estimates being exceeded. |
| Property Damage | any property damage . But this exclusion does not apply to damage to property of others whilst on the insured's premises for the purpose of having operations performed on such property by or on behalf of the insured or arising out of such operations. |
| Property Owned | property owned by any insured . |
| Security Breach | liability for which the insured is obligated to pay damages solely by reason of any oral or written representations that electronic and information technology products or services will prevent unauthorised access. |
| Specified Offence | any specified offence . |
| Theft of Intellectual Property | theft, wrongful taking or wrongful use of trade secrets, concepts or other intellectual property by the insured . |

COVERAGE B EXCLUSIONS

This insurance does not apply to any **claim** or **defence expense** based upon, arising from or in consequence of the following:

| | |
|-------------------|--|
| Assumed Liability | any obligation assumed by the insured under any contract or based upon or resulting from any failure or alleged failure by the insured to perform a contract in accordance with its terms, except: <ul style="list-style-type: none">• liability assumed under an insured contract; or• breach of contract by the insured occasioned by the submission of material used by the insured in the insured's matter. |
|-------------------|--|

Electronics & Information Technology Liability Insurance Policy

| | |
|---|--|
| Employees/Predecessors Independent Contractors | any claims by a natural person or organisation arising from the insured's use of matter , goods, products or services provided to the insured by such person or organisation pursuant to a contract or agreement. |
| Insured Losses | any loss suffered by the insured for production costs, revenues, profits, network license fees or time sales, license fees of any kind, inventory in process or on hand, contract obligation, advertising or print costs, or other costs, or any loss or liability whatsoever (except defence expense) arising out of the petition for or issuance of a temporary restraining order or injunction of any kind against the insured . |
| Intended acts | any oral or written publication of matter or any other form of expression if published by or at the direction of an insured with the knowledge that the matter infringes the rights of another. |
| Patent | any passing off or infringement of patent brought in the United States of America, its territories or possessions, Canada or Puerto Rico. |
| Property Damage | any property damage . But this exclusion does not apply to: <ul style="list-style-type: none">• damage to property of others whilst on the insured's premises for the purpose of having operations performed on such property by or on behalf of the insured or arising out of such operations.• damage to documents, including data on disks, of others whilst in the custody of the insured or any person to whom the insured has entrusted such data. |
| Royalties | any claim by any writer, composer, lyricist, artist or other party under contract with an insured , or their heirs or assigns, seeking against an insured an accounting or recovery of profits, royalties, fees or other monies alleged to be due from the insured , or any claim by any such party against an insured alleging excessive or unwarranted fees, compensation or other charges of any kind made by an insured . |

GENERAL POLICY EXCLUSIONS

| | |
|-----------------------------|--|
| | This insurance does not apply to any claim or defence expense based upon, arising from or in consequence of the following: |
| Aircraft Products | the selling, leasing, hiring or manufacturing of Aircraft , including the manufacture or supply of parts or products that are used in Aircraft or any aerial device. |
| Antitrust | any antitrust, restraint of trade or breach of competition laws committed or alleged to have been committed by the insured or on behalf of the insured . |
| Bodily Injury | any bodily injury . |
| Dishonest Acts | dishonest, fraudulent, criminal or malicious acts, errors or omissions committed by any party with the consent or prior knowledge of an officer, director or partner of any insured . |
| Expected or Intended Damage | any claim which results from an act that: <ul style="list-style-type: none">• is intended by the insured; or• can be expected from the standpoint of a reasonable person to cause damage, even if the damage is of a different degree or type than actually intended or expected. |
| Government Action | any proceedings or decisions of the Australian Competition and Consumer Commission, the Australian Communications Authority or any other similar national, federal, state or local governmental agency. |
| Insolvency | the bankruptcy or insolvency of the insured . |

Electronics & Information Technology Liability Insurance Policy

| | |
|---------------------|---|
| Known Circumstances | <p>any wrongful act or specified offence:</p> <ul style="list-style-type: none">• of which the insured first became aware prior to the Period of Insurance and which the insured knew or ought reasonably to have known was likely to give rise to a claim against the insured; or• which has been notified or which the insured knew or ought to reasonably have known should have been notified under any other insurance attaching prior to the Period of Insurance. |
| Nuclear | <p>any:</p> <ul style="list-style-type: none">• ionising radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;• radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;• nuclear weapons material; or• hazardous properties of nuclear material if such liability arises out of the furnishing by the insured of services, materials, parts or equipment in connection with planning, construction, maintenance, operation or use of any nuclear facility, or <p>to the extent permitted by the Insurance Contracts Act 1984(Cth.), any claim covered under a nuclear energy liability insurance policy issued by the Nuclear Energy Liability Insurance Association, the Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any successors, or which would have been covered but for the exhaustion of the limits of liability of such nuclear energy liability insurance policy.</p> |
| Penalties | any criminal or civil fines, penalties or punitive or exemplary or aggravated damages. |
| Personal Injury | any personal injury . |
| Pollution | <p>any liability arising out of the actual, alleged or threatened discharge, dispersal, disposal, seepage, migration, release, or escape of pollutants; or</p> <p>any loss, cost or expense arising out of any:</p> <ul style="list-style-type: none">• request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralise, or in any way respond to, or assess the effects of pollutants; or• claim by or on behalf of any governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralising, or in any way responding to, or assessing the effects of pollutants. |
| Prior Acts | any wrongful act or specified offence which took place before the Retroactive Date. |
| Product Recall | <p>any loss, cost or expense incurred by the insured or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:</p> <ul style="list-style-type: none">• electronic and information technology products; or• matter, <p>if such electronic and information technology products or matter are withdrawn or recalled from the market or from use by any person or organisation because of a known or suspected defect, deficiency, inadequacy, or dangerous condition in it.</p> <p>This exclusion does not apply to claims for loss of use resulting from such withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal.</p> |
| Trade Practices Act | any breach of the Trade Practices Act 1974 (Cth) or similar legislation enacted by either States or Territories of the Commonwealth of Australia PROVIDED THAT this exclusion will not apply to any claim or defence expense arising out of any unintentional breach of |

Electronics & Information Technology Liability Insurance Policy

Part V of the Trade Practices Act 1974 (Cth) or equivalent provisions contained in similar legislation enacted by either States or Territories of the Commonwealth of Australia.

War

any:

- hostile or warlike action in time of peace or war, including action hindering, combating or defending against an actual, impending or expected attack by any government or sovereign power or by any authority maintaining or using military, naval or airforces;
- insurrection, rebellion, revolution, riot, civil commotion, civil war, usurped power, or any activity of any organisation the objects of which are or include the overthrowing or influencing of any de jure or defacto government by terrorism or by any violent means, or action taken by governmental authority in hindering, combating or defending against such an occurrence;
- any weapon of war employing atomic fission, radioactive force or radioactive material, whether in time of peace or war.

WHO IS INSURED

Each of the following is an **insured** under this policy, to the extent as set out below:

1. The natural person(s), partnership(s), company(ies), corporation(s) or any other entity(ies) specified as the named **insured** in the Declarations (including their predecessors in business);
2. Any director, **executive officer, employee**, principal or partner of the named **insured** but only with respect to the performance of his or her duties as director, **executive officer, employee**, principal or partner.
3. Any former director, **executive officer, employee**, principal or partner of the named **insured** but only with respect to the performance of his or her duties as director, **executive officer, employee**, principal or partner; or
4. The spouse of any natural person specified as the named **insured** in the Declarations, but only with respect to the conduct of a business of which the named **insured** is sole owner.

Scope of Insurance (clarification of scope of cover)

Joint Venture Liability

The Company agrees to provide insurance under Coverage A and Coverage B in respect of any **claim** made against the **insured** for that proportion of any legal liability which attaches to the **insured** in respect of any activities in which the **insured** is engaged as a joint venturer or as a joint venture partner arising out of a **wrongful act** or **specified offence**, PROVIDED ALWAYS THAT such insurance does not extend to any co-joint venturer or co-partner of the **insured** in the joint venture.

Consultants, Independent Contractors and Agents

The Company agrees to provide insurance in respect of any **claim** made against the **insured** arising from any **wrongful act** or **specified offence** committed or alleged to have been committed by any consultant, independent contractor or agent for whose **wrongful act** or **specified offence** the **insured** is legally liable PROVIDED ALWAYS THAT such insurance does not extend to any such consultant, independent contractor or agent.

Newly created or acquired entity or subsidiary

The Company agrees to provide insurance to any entity or **subsidiary** acquired or created by the named **insured** during the Period of Insurance for a period of up to 60 days (but not

Electronics & Information Technology Liability Insurance Policy

beyond the expiry date of the Period of Insurance) from the date of such acquisition or creation. The Company may, at its discretion, agree to provide further insurance beyond a period of 60 days (but not beyond the expiry date of the Period of Insurance) where:

- the named **insured** has notified the Company of the acquisition or creation of the entity or **subsidiary** and has provided all information requested by the Company; and
- any terms imposed by the Company including the payment of any additional premium considered appropriate, have been agreed and complied with by the named **insured**.

PROVIDED ALWAYS THAT any insurance provided under this clause will apply solely in respect of a **wrongful act** or **specified offence** occurring subsequent to the date of acquisition or creation, unless agreed in writing by the Company.

Run-Off insurance for **insured** entity or **subsidiary**

The Company agrees that in the event that an **insured** entity or **subsidiary** ceases to exist or operate or is consolidated with, merged into or acquired by any other entity then the insurance provided under this policy with respect to such **insured** entity or **subsidiary** shall continue until the expiry date of the Period of Insurance PROVIDED ALWAYS THAT such insurance shall only apply in respect of a **wrongful act** or **specified offence** occurring prior to the effective date that such **insured** entity or **subsidiary** ceased to exist or operate or was consolidated with, merged into or acquired by another entity, unless otherwise agreed in writing by the Company, upon such terms, including but not limited to the payment of any additional premium by the **insured**, as the Company may determine.

CLAIMS CONDITIONS

Arbitration

The Company is entitled to exercise all of the **insured's** rights in the choice of arbitrators and the conduct of any arbitration proceeding, except when the proceeding is between the Company and the **insured**. Nothing herein shall be construed as mandating arbitration between the Company and the **insured** in respect of any dispute under this policy.

Notification of Wrongful Acts, Specified Offences and Claims

Insured's duties in the event of a **claim, wrongful act** or **specified offence**:

The **insured** must notify the Company as soon as practicable and in any event during the Period of Insurance of any **claim made** against the **insured** by giving notice to the Company in writing addressed to:

Claims Department
Chubb Insurance Company of Australia Limited
Level 36, 264-278 George Street,
SYDNEY NSW 2000

("the Company's Address")

If, during the Period of Insurance the **insured** becomes aware of any **wrongful act** or **specified offence** which may result in a **claim** the **insured** may as soon as practicable and in any event during the Period of Insurance give the Company notice in writing to the Company's address of such any **wrongful act** or **specified offence** as well as details of how, when and where the **wrongful act** or **specified offence** took place and the names and addresses of any persons involved or potential witnesses.

In the event that any **claim** is made against the **insured** arising out of such **wrongful act** or **specified offence** notified as aforesaid, the Company agrees that such **claim** will be treated as if it were a **claim** made against the **insured** during the Period of Insurance.

Electronics & Information Technology Liability Insurance Policy

Subrogation In the event of any payment by the Company under this policy, the Company shall be subrogated to the extent of such payment to all the **insured's** rights of recovery, and the **insured** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of documents necessary to enable the company to effectively bring suit in the name of the **insured**. The **insured** must do nothing to impair the Company's rights of subrogation.

GENERAL CONDITIONS

Alteration to Risk No change in, modifications of, or assignment of interest under this policy shall be effective except when made by a written endorsement to this policy which is signed by an authorised employee of the Company.

Assignment Assignment of interest under this insurance shall not bind the Company without its prior written consent.

Bankruptcy Bankruptcy or insolvency of the **insured** or the **insured's** estate will not relieve the Company of any obligation to which this insurance applies.

Cancellation

A. This policy may be cancelled at any time at the request of the **insured** upon written receipt by the Company of such notice of cancellation, in which case the Company will retain earned premium calculated at the customary short period rate for the time this policy has been in force.

B. The Company may also cancel this policy by giving the **insured** thirty (30) days written notice to that effect, in accordance with the Insurance Contracts Act 1984 (Cth.), except in the case of cancellation for non-payment of premium, in which case it will be fourteen (14) days after receipt of a written prior notice or, if a later time is specified in such notice, at such later time.

C. In the event that the Company cancels this policy, the Company will repay on demand a computed pro rata proportion of the premium for the unexpired Period of Insurance from the date of cancellation.

Extended Reporting Period

1. The Company will provide an automatic Extended Reporting Period as set out in 2 below, or if the **insured** purchases it, an Extended Reporting Period Amendment as set out in 3 below IF:
 - a. this insurance is not renewed or is cancelled for any reason other than non-payment of premium; or
 - b. the Company renews or replaces this insurance with other insurance that:
 - provides claims made coverage; and
 - has a Retroactive Date later than the one shown in the Declarations applicable to this insurance.
2. Automatic Extended Reporting Period
IF:
 - a a **claim** is first made against the **insured** during the sixty (60) day period commencing on the day immediately following expiry of the Period of Insurance, which the **insured** notifies to the Company in writing to the Company's address within that sixty (60) day period, then the Company will treat that **claim** as if it had

Electronics & Information Technology Liability Insurance Policy

been made against the **insured** and notified to the Company during the immediately preceding Period of Insurance;

- b during the sixty (60) day period commencing on the day immediately following expiry of the Period of Insurance, the **insured** becomes aware for the first time of any **wrongful act** or **specified offence** which may result in a **claim** against the **insured**, and the **insured** notifies the Company in writing to the Company's address within that sixty (60) day period, then any **claim** arising out of such **wrongful act** or **specified offence** notified as aforesaid, that is made against the **insured** during the five (5) year period immediately following expiry of the Period of Insurance, shall be treated by the Company as if such **claim** had been made against the **insured** and notified to the Company during the immediately preceding Period of Insurance.

3. Extended Reporting Period Amendment

a Where the **insured**:

- makes written request within the sixty (60) day period commencing on the day immediately following expiry of the Period of Insurance for this amendment; and
- has paid the additional premium when due

THEN IF

- a **claim** is first made against the **insured** during the ten (10) year period commencing on the day immediately following expiry of the Period of Insurance which this **insured** notifies to the Company in writing to **the Company's address** within that ten (10) year period, the Company will treat that **claim** as if it had been made against the **insured** and notified to the Company during the immediately preceding Period of Insurance.
- b The Company will determine the additional premium for the Extended Reporting Period Amendment in accordance with the Company's rules and rates. In doing so the Company will take into account the following:
 - the exposures insured;
 - previous types and Limits of Insurance;
 - Limits of Insurance available under this insurance for future payments thereunder; and
 - other related factors.
- c The additional premium for the Extended Reporting Period Amendment will not exceed 200% of the annual premium for the insurance to which the Extended Reporting Period Amendment would be attached and will be fully earned when the Extended Reporting Period Amendment takes effect.

4. Provisions Applicable to All Extended Reporting Periods

- a The Extended Reporting Periods do not reinstate or increase the Limits of Insurance or extend the Period of Insurance.
- b The Extended Reporting Periods may not be cancelled by the **insured**.

Electronics & Information Technology Liability Insurance Policy

- c The Other Insurance provision is amended so that the insurance provided pursuant to the Extended Reporting Period provision will be excess over any other valid and collectable insurance available to the **insured** whether primary, excess, contingent or on any other basis, where the policy period for such other insurance begins or continues, after the commencement of the Extended Reporting Period provision.
- d The Extended Reporting Periods will only apply to **wrongful act** or **specified offence** that occurred before the end of the Period of Insurance and not before the Retroactive Date.

First Named Insured

The first named natural person, partnership, company, corporation or other entity specified as the named **insured** in the Declarations (“first named **insured**”) is responsible for payment of all premiums. The first named **insured** will act on behalf of all other named **insureds** for the giving and receiving of notice of cancellation and receiving of any return premiums that become payable under this policy.

Limit of Insurance

The Limits Of Insurance shown in the Declarations is the most the Company will pay regardless of the number of:

- **insureds;**
- **claims** made; or
- persons or organisations making **claims**.

All **claims** arising from a single **wrongful act** or **specified offence** or a series of related **wrongful acts** or **specified offences** shall be deemed to be a single **claim** for the purpose of the Limits Of Insurance and the **self insured retention**.

The any one **claim** limit, stated in the Limit of Insurance, is the most the Company will pay for each **claim**, including payments made for **defence expense**, in excess of the **self insured retention** stated in the Declarations.

Subject to the any one **claim** limit stated in the Limit of Insurance, the Aggregate Limit is the most the Company will pay for the sum of all **claims** and payments made for **defence expense** for all **claims** made during the Period of Insurance.

Any amount paid by the Company for each **claim** or **defence expense** will reduce the amount of the Aggregate Limit available for any other **claim** or **defence expense**.

If the Aggregate Limit has been reduced by payment of damages or **defence expense** to an amount that is less than the any one **claim** limit stated in the Limit of Insurance, the remaining Aggregate Limit is the most that will be available for payment of damages or **defence expense** for any other **claim**.

The Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Period of Insurance shown in the Declarations, unless the Period of Insurance is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

Other Insurance

To the extent permitted by the Insurance Contracts Act 1984 (Cth.), this insurance is excess over and above any other valid and collectable insurance (including any self insured retention or deductible portion) or agreement of indemnity, available to the **insured**.

Premium

Premium shown in this policy as a deposit premium shall be credited to the amount of the earned premium due at the end of the Period of Insurance. At the close of each Period of Insurance as indicated in the Declarations or any part of the Period of Insurance which ends with the termination of the policy the earned premium shall be calculated for such period and, upon notice to the named **insured**, shall become due and payable. If the total earned premium is less than the premium previously paid the Company will return to the **insured** the

Electronics & Information Technology Liability Insurance Policy

difference, provided that the adjusted premium is not less than the minimum premium indicated in the Declarations.

The **insured** shall keep records of such information as is necessary for premium calculation and shall send copies of such records to the Company at the end of the Period of Insurance or during the Period of Insurance as the Company may request.

Representations and Severability

In granting coverage to the **insured**, the Company has relied upon the declarations and statements in the written proposal for this insurance. All such declarations and statements are the basis of coverage and shall be considered as incorporated in and constituting a part of this policy.

With respect to the declarations and statements contained in the written proposal for insurance, in order to determine if coverage is available:

- no declaration or statement in the proposal or knowledge possessed by any **insured** shall be imputed to any other **insured**. Such written proposal for insurance shall be construed as a separate proposal for insurance by each **insured**.
- PROVIDED THAT in respect of any **insured** who is an incorporated entity, a partnership, a joint venture or an unincorporated association all knowledge possessed by any **director**, chief financial officer, in-house general counsel, **executive officer**, chief executive officer, company secretary or partner (or, respectively, their functional equivalents) of any such **insured** shall be imputed to such **insured**.

Self Insured Retention

Self insured retentions apply to Coverage A and to Coverage B and are shown in the Declarations. **Self insured retentions** shall apply first to any amounts covered by this insurance which are paid by the **insured** or the Company in respect of the **claim**.

The Company may, at its option, pay all or any part of any **self insured retention** to settle any **claim**; and when notified, the **insured** agrees to promptly reimburse the Company for any **self insured retention** paid.

The **insured** agrees to remain wholly and solely liable for, and not insure elsewhere, its obligations under any **self insured retention**.

Separation of Insureds

Except with respect to the Limits of Insurance and any rights or duties specifically assigned in this insurance to the first named **insured**, this insurance applies:

- as if each named **insured** were the only **insured**; and
- separately to each **insured** against whom **claim** is made.

Where this insurance applies

This insurance applies anywhere.

DEFINITIONS

Aircraft

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

Bodily Injury

Bodily injury means physical injury, sickness, disease, mental anguish, mental injury, shock, or humiliation sustained by a person; it also includes death at any time resulting therefrom.

Claim(s)

Claim means:

- a written or verbal notice of demand for relief, including damages to which this insurance applies, by a third party;

Electronics & Information Technology Liability Insurance Policy

- a writ, statement of claim, summons, application or originating process served in any civil proceeding that alleges damages to which this insurance applies;
- an arbitration proceeding that alleges damages to which this insurance applies, and to which an **insured** must submit or does submit with the Company's consent; or
- any other alternative dispute resolution proceeding that alleges damages to which this insurance applies, and to which an **insured** must submit or does submit with the Company's consent.

Contract Workers

Contract workers means a natural person contracted to the **insured** by a recruitment firm under an agreement between the **insured** and the recruitment firm, to perform duties related to the conduct of the **insured's** business.

Defence Expense

Defence expense means the following when incurred in connection with any **claim**:

- a lawyers' or attorneys' fees and all other litigation expenses;
- b reasonable expenses incurred by the **insured** at the request of the Company to assist in the investigation or defence of the **claim**, including actual loss of earnings up to \$300 a day because of time off from work;
- c costs taxed against the **insured** in a suit;
- d court filing and other fees which are required to be paid in connection with an appeal from a judgment or award in any suit the Company defends on behalf of an **insured**;
- e prejudgment interest awarded against the **insured** on that part of the judgment the Company pays. If the Company makes an offer to pay the applicable Limit of Insurance, the Company will not pay any prejudgment interest based on that period of time after the offer; and
- f all interest on the full amount of any judgment that accrues after the entry of the judgment and before the Company has paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit Of Insurance.

Electronic and Information Technology Products

Electronic and information technology products means any electronic equipment, communication equipment, computer hardware or software which the **insured** or others trading under the **insured's** name created, manufactured, sold, licensed, handled or distributed.

Electronic and Information Technology Products or Services

Electronic and information technology products or services means **electronic and information technology products** and **electronic and information technology services**.

Electronic and Information Technology Services

Electronic and information technology services means:

- computer and data network analysis, consulting or design;
 - computer facilities management;
 - computer maintenance;
 - computer programming;
 - computer and electronic equipment repair;
 - electronic data processing;
 - information management consulting;
 - software development;
 - systems integration; or
 - any other computer related service,
- for others.

Electronics & Information Technology Liability Insurance Policy

| | |
|------------------------|---|
| Employee | Employee means any natural person employed under a contract of service or apprenticeship with the named insured . Employees shall include contract workers . |
| Executive Officer | Executive officer means a person holding any of the officer positions created by the insured's charter, constitution or by-laws. |
| Insured | Insured means any person or organisation qualifying as an insured under the Who Is Insured provision. |
| Insured Contract | Insured contract under Coverage A means a written agreement with another party in which an insured agrees to indemnify and hold harmless any such other party against liability to any third person or organisation arising out of the insured's wrongful acts . Insured contract under Coverage B means a written agreement with another party in which an insured agrees to indemnify and hold harmless any such other party, but only as to a specified offence committed by the insured . Insured contract does not include any liability assumed by an insured for any claim arising or alleged to arise out of the negligence, breach of contract, wilful act or failure to act, or for any changes made in matter , by any such other party. |
| Matter | Matter means printed, verbal, numerical, audio or visual expression, or any other form of expression, fixed in software or any other medium. |
| Personal Injury | Personal injury means injury, other than bodily injury , arising out of one or more of the following offences committed in the course of the insured's business, other than the insured's advertising: <ul style="list-style-type: none">• false arrest, detention or imprisonment;• malicious prosecution;• the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or persons occupy, by or on behalf of its owner, landlord or lessor; or• discrimination based on race, colour, religion, sex, age, national origin or denial of natural justice. |
| Pollutants | Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be disposed of, recycled, reconditioned or reclaimed. |
| Property Damage | Property damage means: <ul style="list-style-type: none">• physical injury to or destruction of tangible property including the resulting loss of use of that property; or• loss of use of tangible property that is not physically injured or destroyed. |
| Self Insured Retention | Self Insured Retention means the amount (including defence expense) borne by the insured in respect of each claim before the Company shall become liable to make payment. |
| Specified Offence | Specified offence means: <ol style="list-style-type: none">a infringement of patent, copyright, circuit layout, trade mark, service mark, registered design or passing off;b plagiarism or other unauthorised uses of titles, formats, ideas, characters, plots, performances of artists or other performers, or other program material embodied in the insured's matter;c breach of a contract which is implied in fact or in law, resulting from the alleged submission of material used by the insured in the insured's matter. |

Electronics & Information Technology Liability Insurance Policy

- d invasion or infringement of or interference with the right of privacy or publicity (other than **Personal Injury**), whether under common law or statutory law;
- e libel, slander or other forms of defamation; or
- f misuse of confidential information or breach of duty of confidentiality.

Subsidiary

Subsidiary means

- any entity which by virtue of any applicable legislation or law is deemed to be a subsidiary of the named **insured** specified in the Declarations; or
- any entity over which the named **insured** specified in the Declarations is in a position to exercise effective direction or control through ownership or control of more than 50% of the issued voting shares of such entity.

Wrongful Act

Wrongful act means any act, error or omission.