



Certificate of Currency

Class of Business: Information Technology

Policy Number: P-IT/0/330723/21/M-7

Policyholder: David Yelverton Wilson t/as Ministry of Tech, Argyle Audio Services, Argyle Communications, Argyle Network of Services

Business Description: IT Software Design, Analysis & Consulting Services, Network & Telecommunications Services, System Integration Services, Data Processing, Hardware & Software Sales

Insurance Period: From 4:00pm on 7/07/2021 to 4:00pm on 7/07/2022
Australian local time in the State or Territory where this **policy** was purchased

Indemnity Limit: **Section A: Professional Indemnity**
\$1,000,000 any one **claim** and \$2,000,000 in the aggregate during the **insurance period**

Section B: Public & Products Liability
\$20,000,000 any one **occurrence** and in the aggregate in respect of **product liability** arising out of the provision of **information technology services** and/or the provision of **information technology products**


Deductibles: **Section A: Professional Indemnity** \$1,000
excluding **defence costs** by the **insured** for each **claim**

Section B: Public & Products Liability \$500

Retroactive Date: Unlimited excluding any known claims or circumstances

Insurer: DUAL Australia Pty Ltd on behalf of certain underwriters at Lloyd's

Date Issued: 9/06/2021

Signature: 

Damien Coates - Chief Executive Officer, DUAL Asia Pacific



LLOYD'S

Information Technology Liability Insurance Policy

LLOYD'S

This is your **policy schedule**. It contains important information specific to your **policy** with DUAL Australia. The **policy schedule** should be read in conjunction with the relevant **policy** wording.

You should read the entire **policy** carefully, including all definitions and, in particular, the exclusions to ensure that it meets your requirements. We recommend that you consult an insurance agent or broker to ensure a clear understanding of your rights and obligations under the **policy**.

Please read this **policy** and, if it is incorrect, return it immediately for correction.

A handwritten signature in black ink, appearing to read "DC", with a long horizontal line extending to the right.

Damien Coates – Chief Executive Officer, DUAL Asia Pacific
DUAL Australia Pty Ltd is an agent underwriting for and on behalf of certain underwriters at Lloyd's.
For detail in relation to Lloyd's Ratings, please visit www.lloyds.com for more information.



Information Technology Liability Schedule

All words in bold within the policy or this schedule shall have the meaning given to them in Section 9 of the policy entitled "Definitions".

Policy Number: P-IT/0/330723/21/M-7

Policyholder: **David Yelverton Wilson t/as Ministry of Tech, Argyle Audio Services, Argyle Communications, Argyle Network of Services**
C/O: SFAS GJ Insurance Consulting Pty Ltd

Business: IT Software Design, Analysis & Consulting Services, Network & Telecommunications Services, System Integration Services, Data Processing, Hardware & Software Sales

Insurance Period: From 4:00pm on 7/07/2021 to 4:00pm on 7/07/2022
Australian local time in the State or Territory where this **policy** was purchased

Indemnity Limit: \$1,000,000 any one **claim** and \$2,000,000 in the aggregate during the **insurance period**

Deductible: \$1,000 excluding **defence costs** by the **insured** for each **claim**

Retroactive Date: Unlimited excluding any known claims or circumstances

Extensions:

Extension	Included	Deductible	Sub-limit
3.1 Amounts paid for Product and Service	Included	\$2,000	\$250,000
3.2 Attendance at Investigations	Included	\$1,000	Indemnity limit
3.3 Consultants, Subcontractors and Agents	Included	\$1,000	Indemnity limit
3.4 Consumer Protection Legislation	Included	\$1,000	Indemnity Limit
3.5 Continuous Cover	Included	\$1,000	Indemnity Limit
3.6 Contractual Liability	Included	\$1,000	Indemnity Limit
3.7 Contract Review Service	Included	Nil	4 per insurance period
3.8 Court Attendance Costs	Included	Nil	\$1,000 per day
3.9 Crime	Included	\$2,000	\$50,000
3.10 Defamation	Included	\$1,000	Indemnity Limit
3.11 Discovery Period	Included	\$1,000	Indemnity Limit
3.12 Emergency Costs	Included	\$1,000	Indemnity Limit
3.13 Fee Recovery	Included	\$1,000	\$250,000
3.14 Former Subsidiary	Included	\$1,000	Indemnity Limit
3.15 Fraud and Dishonesty Cover for Innocent Parties	Included	\$1,000	Indemnity Limit
3.16 Heirs, Estates and Legal Representatives	Included	\$1,000	Indemnity Limit
3.17 Implied Warranties & Conditions (Fit for Purpose)	Included	\$1,000	Indemnity Limit
3.18 Intellectual Property	Included	\$1,000	Indemnity Limit
3.19 Joint Venture Liability	Included	\$1,000	Indemnity Limit
3.20 Key Man Loss	Included	Nil	\$250,000
3.21 Licensee Intellectual Property Rights	Included	\$1,000	Indemnity Limit
3.22 Limitation of Liability Contracts	Included	\$1,000	Indemnity Limit
3.23 Loss Mitigation and Rectification Costs	Included	\$1,000	\$250,000
3.24 Lost Data	Included	\$1,000	Indemnity Limit
3.25 Newly Created or Acquired Entity or Subsidiary	Included	\$1,000	Indemnity Limit
3.26 Panel Counsel	Included	Nil	1 hour per enquiry
3.27 Previous Business	Included	\$1,000	Indemnity Limit
3.28 Public Relations Expenses	Included	\$1,000	Indemnity Limit
3.29 Reinstatement of Indemnity Limit	Included	\$1,000	Indemnity Limit
3.30 Statutory Liability (Fines and Penalties)	Included	\$1,000	\$100,000
6.1 Attendance at Investigations (Section B)	Included	\$1,000	Indemnity Limit
6.2 Consultants, Sub-contractors and Agents (Section B)	Included	\$500	Indemnity Limit
6.3 Cross Liability (Section B)	Included	\$500	Indemnity Limit
6.4 Panel Counsel (Section B)	Included	Nil	1 hour per enquiry
6.5 Principal's Liability (Section B)	Included	\$500	Indemnity Limit
6.6 Tenant's Liability (Section B)	Included	\$500	Indemnity Limit
6.7 Vendor's Liability (Section B)	Included	\$500	Indemnity Limit

Optional Extensions:

Optional Extension	Included	Deductible	Sub-limit
4.1 Employment Practice Breach	Excluded	N/A	Nil
4.2 USA and Canada Cover	Excluded	N/A	Nil
4.3 Whistleblower Hotline Access	Excluded	N/A	Nil
7.1 USA and Canada Cover (Section B)	Excluded	N/A	Nil



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Policy Wording: DUAL Australia Information Technology Liability Wording 11.20

Insurer: DUAL Australia Pty Ltd on behalf of certain underwriters at Lloyd's
Unique Market Reference
Information Technology Liability: B1736DU2100001

Date Issued: 9/06/2021

Endorsements applying to this policy:

CRCIT1 Cyber Risks Clarification Endorsement No. 1 (Affirmative Cover)

This Policy does not contain an exclusion relating to any Cyber Act or Cyber Incident; therefore, any amounts otherwise payable under this policy due to a Cyber Act or a Cyber Incident will be payable, subject to the terms, conditions, warranties, exclusions, and endorsements of this Policy.

Definitions

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

Cyber Incident means:

1.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

1.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

IT00255 Steadfast Section B Public and Products Liability Endorsement

It is agreed that Insuring Clause 5.1 (Public and Products Liability) of the **policy** is deleted in its entirety and replaced with the following:

We agree to pay to or on behalf of the **insured** any amount the **insured** becomes legally liable to pay in respect of **claims** for compensation for **personal injury** or **property damage** first occurring in the **insurance period** as a result of an **occurrence** in the conduct of the **insured's business**.

It is also noted that Definition 9.3 (**Business**) of the **policy** is deleted in its entirety and replaced with the following:

Business means:

(a) the **information technology services** or **information technology products** described in the **schedule**; and

(b) For Section B only:

i) the provision and management of canteens, social, sports welfare and childcare organisations for the benefit of the **insured's employees**, first aid, fire and ambulance services and the maintenance of the **insured's** premises; and

ii) any premises which the **insured** as owner, tenant or mortgagee that the **insured** is in possession of and use for that purpose in the conduct of the **insured's business**.

Except as otherwise provided in this Endorsement, all other **policy** terms and conditions shall have full force and effect.

IT00148 Steadfast Reinstatement of Sub-limits Endorsement

It is agreed the following extension has been included within the **policy**:

Reinstatement of sub-limits

Notwithstanding Automatic Extension 3.29 (d), in the event a sub-limit under Section A or Section B has been exhausted during the **insurance period** by **claims** or **loss** for which **we** have agreed to indemnify, the sub-limit will be reinstated in the same amount once only. Cover for this **extension** will be conditional upon the following:

a) the reinstated sub-limit will only apply to **claims** or **loss** which do not arise out of and do not have any connection with the originating cause of any **claim** or **loss** already paid or payable under the original sub-limit;



Information Technology Liability Schedule

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b) all other terms, conditions, exclusions and limitations of the **policy** will continue to apply in the same manner, in respect of any **claim** or **loss** to which the reinstated sub-limit applies;

c) the sub-limit is part of and not in addition to the **indemnity limit**;

However no cover is provided under this **extension** in the event the original **indemnity limit** has been exhausted and reinstated by Automatic Extension 3.29 (Reinstatement of Indemnity Limit).

The **deductible** applicable to this **extension** is specified in the **schedule**. The **deductible** is inclusive of defence costs, unless otherwise specified in the **schedule**.

Except as otherwise provided in this endorsement, the **insuring clause** and all other **policy** terms and conditions shall have full force and effect.

IT00295 Section B: \$20M Public and Products Liability Endorsement

It is agreed that Section B Public and Products Liability is operative and the following will apply to the schedule for Section B only:

Indemnity Limit: \$20,000,000

Any one **claim** and in the aggregate in respect of **product liability**, and otherwise any one **claim** arising out of an **occurrence** in connection with the **insured's business**.

Deductible: \$500

Except as otherwise provided by this Endorsement, the **policy** terms and conditions shall have full force and effect.

IT00135 Open Forum/Chat Rooms Exclusion

It is agreed that this **policy** is amended to include the following Exclusion:

We will not cover the **insured** for **loss**, **defence costs**, **legal representation costs** or other amounts under this **policy** in respect of any **claim** or **investigation** arising from or directly or indirectly attributable to or in consequence of any open forum debates, chat rooms and/or electronic bulletin boards.

Except as otherwise provided in this Endorsement, the Insuring Clause and all other **policy** terms and conditions shall have full force and effect.

IT00138 Related Entity Exclusion

It is agreed that this **policy** is amended to include the following Exclusion:

We will not cover the **insured** for **loss**, **defence costs**, **legal representation costs** or other amounts in respect of any **claim** or **investigation** brought by or on behalf of any entity or entities noted in Question 6 the Proposal Form dated 30/06/2011.

Except as otherwise provided in this endorsement, the Insuring Clause and all other **policy** terms and conditions shall have full force and effect.

IT00134 Electronic Fund Transfer Exclusion

It is agreed that this **policy** is amended to include the following Exclusion:

We will not cover the **insured** for **loss**, **defence costs**, **legal representation costs** or other amounts under this **policy** in respect of any **claim** or **investigation** arising from or directly or indirectly attributable to or in consequence of the loss of any money electronically transferred into or between accounts through the use of the **insured's information technology products** or **information technology services**.

Except as otherwise provided in this Endorsement, the Insuring Clause and all other **policy** terms and conditions shall have full force and effect.

IT00377 Difference in Conditions Endorsement

It is agreed that the **policy** is amended to include the following:

To the extent that the terms and conditions of the policy immediately preceding this one, are broader than the terms and conditions of this one, then we agree to apply the terms and conditions of the broader of the two policies, provided always that the limits of indemnity, sub-limits and deductibles of this **policy** will always apply.

Except as otherwise provided by this Endorsement, the **policy** terms and conditions shall have full force and effect.

Signed:



Information Technology Liability Schedule

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Signed by **DUAL Australia Pty Ltd** on behalf of certain underwriters at Lloyd's