

Liability New Business Policy Schedule

Policy Number LIA-36028

02 June 2022

Insured Details

Insured Name	The Wireless Institute of Australia, its members and affiliated clubs and their members and including voluntary workers but only whilst acting within the scope of their duties as a voluntary worker for those insureds
Period of Insurance	01 Apr 2022 4:00PM to 01 Apr 2023 4:00PM
Occupation Details	Principally activities associated with the promotion, protection, application and advancement of amateur radio & certification & licensing activities
Interested Parties	Nil
Geographical Limits	Worldwide Excluding USA & Canada

Limits of Indemnity

Public Liability	\$10,000,000
Products Liability	\$10,000,000
Advertising Liability	\$10,000,000

Public Liability - In respect of any one claim or series of claims arising out of any one occurrence

Products Liability - In respect of any one claim or series of claims arising out of any one occurrence and in the aggregate during the period of insurance

Advertising Liability - In respect of any one claim or series of claims arising out of any one occurrence and in the aggregate during the period of insurance

Sub Limits

Care Custody & Control	\$250,000. In respect of any one claim or series of claims arising out of any one occurrence
Errors & Omissions	Not Insured
Product Recall Expenses	Not Insured

Excess

All Claims, other than listed below	\$1,000 Each and every other claim
Injury to Contracted Employees or Workers	\$25,000 Each and every other claim

Premium

Total Base Premium	As agreed
FSL (if applicable)	As agreed
GST	As agreed
Stamp Duty	As agreed
Underwriter Fee	As agreed
Underwriter Fee GST	As agreed
Total Gross Premium Payable	As agreed
Total Net Premium Payable	As agreed

Endorsements

ENDORSEMENTS ATTACHING TO AND FORMING PART OF THE GENERAL AND PRODUCTS LIABILITY SECTION

GE059 PERSONAL INJURY TO CONTRACTED EMPLOYEES OR WORKERS EXCESS

Under the General & Products Liability Section of this Policy where this Excess is shown in the Schedule that amount shall apply to each & every Occurrence in respect of Personal Injury to Contracted Employees & / or Workers Compensation Subrogation Claims inclusive of Defence Costs & Additional Expenses.

For the purpose of the application of this Excess the term Contracted Employee or Worker includes Hired Labourers, Contractors or Sub-Contractors or any employee of any Hired Labourers, Contractors or Sub-Contractors whilst engaged by You to replace or supplement your workforce thus performing work on Your behalf or for Your benefit.

CYBER and DATA TOTAL EXCLUSION ENDORSEMENT

(for attachment to International Liability forms)

- 1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy does not apply to any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
 - 1.1 **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**; or
 - 1.2 loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **Data**, including any amount pertaining to the value of such **Data**;
 regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 3 This endorsement supersedes any other wording in the Policy or any endorsement thereto having a bearing on a **Cyber Act**, **Cyber Incident** or **Data**, and, if in conflict with such wording, replaces it.
- 4 If the Underwriters allege that by reason of this endorsement that loss sustained by the Insured is not

covered by this Policy, the burden of proving the contrary shall be upon the Insured.

Definitions

- 5 **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.
- 6 **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**.
- 7 **Cyber Incident** means:
- 7.1 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
- 7.2 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**.
- 8 **Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

LMA5468

4 November 2020

COMMUNICABLE DISEASE EXCLUSION

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
- 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- 3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage

to human health, human welfare or property damage.

LMA5396

17 April 2020

Conditions

INSURER

Policy is underwritten 100% by Certain Underwriters at Lloyd's and is issued by Genesis Underwriting Agency Pty Ltd under authority given to it by Lloyds's. [UMR No. B1307C220252]

Wording

Genesis General Liability and Products Wording 2019 (GI Version 5 – 01.06.21)



Anthony Jodrell
for Genesis Underwriting Agency