

Combined Professional Indemnity and Broadform Liability

This Policy covers the Named Insured and others specified in the policy, subject to the Policy Wording Terms, Conditions, Exclusions and limits, in respect of:

The provision and performance of your Information Technology Services and Products:

We cover Claims for any civil liabilities (including arising from bodily injury and property damage), including but not limited to:

- Breach of duty
- Breach of confidentiality
- Breach of fiduciary duty
- Breach of privacy
- Defamation
- Intellectual property breaches
- Unintentional breaches of Warranty of Authority
- Misleading and deceptive conduct under ASIC Act 2001
- Breaches of the Competition and Consumer Act 2010 (Cwlth) and the Fair Trading Acts (Australian & New Zealand)
- Loss of or damage to documents including data (to the full policy limit)
- Dishonest, fraudulent, criminal or malicious acts or omissions of persons for whom You are responsible - vicarious liability

Other cover arising from the provision of your Professional Services

- Compensatory Civil Penalties Cover (\$250,000 sub-limit)
- Public relations Cover (\$50,000 sub-limit)
- Vicarious Liability for the acts of sub-consultants
- Continuous cover
- Reimbursement for restoration and replacement of Documents - not otherwise covered as a civil liability
- Hold Harmless Agreements
- Contractors Cover
- Implied Warranties & Conditions - write back

Claims Costs

- Claims Investigation Costs (defence costs and expenses) paid in addition to the Policy Limit
- Advancement of Claims Investigation Costs before Policy Cover and Your liability is established
- Costs of responding to third party claims for equitable relief e.g. injunctions (\$100,000 sub-limit)
- Enquiries – legal costs cover, including for regulatory, licensing, disciplinary or coronial enquiries (\$250,000 sub-limit)
- Court attendance costs
- Contractual Liability Defence Costs (\$100,000 sub-limit)
- Privacy Remediation Expenses
- Claims Prevention and Mitigation Costs

Who is Covered

In addition to the Named Insured

- Prior Corporate Entities
- Automatic Cover for Mergers & Newly Acquired Subsidiaries
- Administrators and Executors
- Run-off Cover for Former Subsidiaries
- Run-off cover following mergers, acquisitions and winding up (until Policy expiry date)
- Domestic Partners, estates, and legal representatives
- Joint Ventures - several liability (joint liability as declared and agreed)

Included Cover

- World Wide Territorial Limits
- Jurisdictional Limit Worldwide Excluding USA and Canada
- Non-Renewal extended notification period
- Aggregate Policy limit applies for separate unrelated claims – some limitations apply for some extensions
- Retroactive date unlimited unless specifically specified
- Severability and non-imputation