

**IT Liability Insurance [06/08]**

Nova Underwriting Pty Ltd

ACN 42 127 786 823 / AFSL 324767

**PART [A] – PROFESSIONAL INDEMNITY**

**1.0 INSURING CLAUSES – PART [A] ONLY**

- 1.1** We will cover **You** for **Claims**, first made against **You** and reported to **Us** during the **Insurance Period**, caused by an act, error or omission by **You** in the conduct of the **Business**.
- 1.2** We will also cover **You** for the costs and expenses incurred in the defence, settlement or investigation of such **Claims**.

**2.0 AUTOMATIC PROVISIONS – PART [A] ONLY**

These provisions are included automatically and each is subject to the terms of the policy except where varied by the provision. Except for Automatic Provision 2.2, their inclusion does not increase the **Sum Insured**. The acts, errors or omissions recorded in Automatic Provisions 2.3, 2.4, 2.5, 2.7, 2.8, 2.11 and 2.12 must occur in the in the conduct of the **Business**.

**2.1 CONTRACTUAL LIABILITY**

Exclusion 4.7 will not apply to **Claims**:

- arising from indemnities provided by **You** to **Your** customers/clients for liabilities those customers/clients may have to other parties arising from **Your** acts, errors or omissions in the conduct of the **Business**.
- made by a **Licensee** of **Yours** under any any warranty or indemnity given by **You** in respect of **Your** ownership or ability to licence intellectual property rights.
- arising from an implied warranty of fitness or quality of **Your IT Products**.
- in respect of the treatment or use of confidential information.

**ONE AUTOMATIC REINSTATEMENT**

- 2.2** While **Our** liability for any one **Claim** remains unchanged, **We** agree to reinstate the **Sum Insured** if it is either partially or totally exhausted by any payment[s] made by **Us** so that **You** will be covered for the **Sum Insured** for subsequent

unrelated **Claims**, but the aggregate of all such reinstatements shall not exceed an amount equal to the **Sum Insured**.

### **LIBEL and SLANDER**

- 2.3 “act, error or omission” includes making a libellous or slanderous statement.

### **TRADE PRACTICES ACT**

- 2.4 “act, error or omission” includes a breach of any provision of any Australian or New Zealand trade practices or fair trading legislation.

### **DISHONESTY**

- 2.5 “act, error or omission” includes dishonest, fraudulent, criminal or malicious acts, errors or omissions, but not if such acts, errors or omissions cause loss of money, negotiable instruments, bearer bonds or coupons, bank or currency notes.

### **OUTGOING PRINCIPALS/OTHERS**

- 2.6 “**You**” includes people who are no longer principals, partners, directors or employees of any party named in Item [1] of the Schedule.

### **LOSS OF DOCUMENTS/DATA**

- 2.7 “act, error or omission” includes **Your** obligation to pay for the cost of replacing or restoring **Documents/Data** owned by others which have been lost, damaged, erased, corrupted or destroyed by **You** while entrusted to **You**.

### **BREACH OF FIDUCIARY DUTY**

- 2.8 “act, error or omission” includes a breach of fiduciary duty owed to **Your** clients or customers.

### **ESTATES, SPOUSES and LEGAL REPRESENTATIVES**

- 2.9 Should **You** die or become incapable of managing **Your** affairs, “**You**” includes **Your** estate, spouse, heirs, legal personal representatives or assigns. **We** will only do this if such persons observe, and are subject to, the terms of this policy.

## **PRIOR ENTITY**

- 2.10** Definition 9.21 “**You**” includes corporate entities, other than entities contemplated by Optional Provision 3.2, through which the entity named in Item [1] of the Schedule previously traded.

## **CONSULTANTS, SUB-CONTRACTORS AND AGENTS**

- 2.11** “act, error or omission” includes acts, errors or omissions in the conduct of the **Business** by **Your** consultants, sub-contractors and agents, providing **You** use reasonable endeavours to ensure that such parties maintain adequate professional indemnity insurance and **You** preserve **Your** legal rights against them. No cover is provided for **Claims** made against such consultants, sub-contractors and agents.

## **INTELLECTUAL PROPERTY**

- 2.12** “act, error or omission” includes unintentional infringement of intellectual property rights, including copyright, patent, trademark, plagiarism, registered design, circuit layout rights and breach of confidentiality.

## **INQUIRIES**

- 2.13** We will pay on **Your** behalf, all legal costs reasonably incurred in connection with **Your** attendance at any **Inquiry** at which **You** are required by law to appear, but **We** will only do this if:
- the **Inquiry** is ordered or commissioned during the **Insurance Period**.
  - **Our** consent is obtained before such costs are incurred.
  - **You** notify **Us** before the **Insurance Period** that **You** are required to attend the **Inquiry**.
  - the **Inquiry** is not being held in the **USA** or **Canada**.
  - **Your** attendance is required because of **Your** involvement in the **Business**.
  - at **Our** option, **We** can nominate legal advisers to be used.
  - **Our** liability does not exceed \$100,000 for the **Insurance Period**.

## **SEVERABILITY AND NON-IMPUTATION**

- 2.14** If any person fails to:
- comply with their duty of disclosure, or
  - makes a misrepresentation to **Us**, or
  - fails to comply with a condition of this policy, then

We will not deny cover to any other person on these grounds if that other person was unaware of the matter not disclosed, the truth of the matter misrepresented, or did not breach the condition, as the case may be.

### 3.0 OPTIONAL PROVISIONS – PART [A] ONLY

The following provisions are optional and are not included unless recorded in Item [9] of the Schedule. Each provision is subject to the terms of this policy, except where varied by the provision.

#### JOINT VENTURE

- 3.1 “**Business**” includes any joint venture to which **You** are a party, but cover will be limited to a sum equivalent to **Your** proportion of liability as defined by the joint venture arrangement.

#### PREVIOUS BUSINESS

- 3.2 “**Business**” includes any similar business of which **You** were a principal, partner or director before joining the **Business** conducted by a party named in Item [1] of the Schedule, but **We** will only do this if **You** are not entitled to cover under any insurance held by that similar business. **We** will not apply Exclusion 4.2 to **Claims** under this provision.

### 4.0 EXCLUSIONS – PART [A] ONLY

#### PERSONAL INJURY/PROPERTY DAMAGE

- 4.1 **We** will not cover **You** for **Claims** for compensation for **Personal Injury** or **Property Damage**, unless covered by Automatic Provision 2.6 [LOSS OF DOCUMENTS/DATA].

#### PRIOR ACTS

- 4.2 **We** will not cover **You** for **Claims** which arise from an act, error or omission occurring prior to the **Retroactive Date**.

#### OWNER/OCCUPIER'S LIABILITY

- 4.3 **We** will not cover **You** for **Claims** which arise from **Your** ownership or occupation of land or buildings.

#### PREVIOUS BUSINESS

- 4.4 **We** will not cover **You** for **Claims** which arise from a business of which **You** were a principal, partner or director before joining the **Business** conducted by a

party named in Item [1] of the Schedule, unless covered by Optional Provision 3.2 [PREVIOUS BUSINESS].

#### **4.5 VEHICLES**

We will not cover **You** for **Claims** which arise from **Your** liability as an owner, user or operator of a **Vehicle**.

#### **KNOWN CLAIMS/CIRCUMSTANCES**

#### **4.6 We will not cover **You** for any **Claim**:**

- first made, threatened or intimated against or to **You** prior to the **Insurance Period**.
- arising from any matter disclosed or notified to **Us** or any other insurer prior to the **Insurance Period** as being either a **Claim**, or circumstances which might result in a **Claim**.
- arising from any litigation or **Inquiry** that was in progress or pending prior to the **Insurance Period**.
- arising from circumstances of which **You** were aware prior to the **Insurance Period** and which **You**, or a person in **Your** position, ought reasonably to have realised to be circumstances which might result in a **Claim**.

For the purposes only of Exclusion 4.6, **Claim** includes, but is not limited to:

- a **Claim** as defined at clause 9.2.
- a demand for compensation or damages.
- an assertion of a right or entitlement to compensation, damages or other legal relief.
- an assertion, allegation or complaint of any act, error or omission causing or potentially causing loss or damage.
- an intention to seek compensation, damages or other legal relief.

#### **CONTRACTUAL OBLIGATIONS**

#### **4.7 We will not cover **You** for any **Claim** which arises from any obligation assumed by **You** by way of warranty, guarantee, contract or indemnity unless such obligation would have existed independently of such assumption, or unless covered by Automatic Provision 2.1 [CONTRACTUAL LIABILITY].**

## **DISHONESTY**

- 4.8** We will not cover **You** for any **Claim** which arises from any dishonest, fraudulent, criminal or malicious act or omission, unless covered by Automatic Provision 2.5 [DISHONESTY]; nor will we cover any person who commits or condones any such act or omission.

## **TRADING / OTHER DEBT**

- 4.9** We will not cover **You** for **Claims** in connection with any personal or trading debt, or any guarantee given for any debt.

## **RELATED PARTIES / EPL**

- 4.10** We will not cover **You** for **Claims** brought by, or arising from an act, error or omission affecting, a **Related Party**.

## **FEE RECOVERY**

- 4.11** We will not cover **You** for **Claims** to refund, or for damages calculated by reference to, any fee or charge rendered or incurred by **You**.

## **DIRECTORS and OFFICERS**

- 4.12** We will not cover **You** for **Claims** which arise from **You** acting as a trustee, director, secretary or officer of a trust or body corporate.

## **PART [B] – PUBLIC and PRODUCTS LIABILITY**

### **5.0 INSURING CLAUSES – PART [B] ONLY**

- 5.1** We will cover **You** for **Your** liability to pay **Claims** for compensation for **Personal Injury** or **Property Damage** caused by an **Occurrence** in the conduct of the **Business** by **You**.

- 5.2** We will also cover **You** for the costs and expenses incurred in the defence, settlement or investigation of such **Claims**.

- 5.3** We will also cover **You** for the reasonable expenses [other than medical expenses prohibited by Section 126 of the Health Insurance Act 1973] incurred by **You** for first aid to others at the time of **Personal Injury** caused by an **Occurrence**

## 6.0 EXCLUSIONS – PART [B] ONLY

### VEHICLES

- 6.1 We will not cover **You** for **Claims** arising from **Your** liability as an owner, user or operator of any **Vehicle** which is required to be registered or in respect of the use of which insurance is required by law, but this exclusion will not apply to **Claims**:
- arising from the collection or delivery of goods to or from the **Vehicle** where the **Personal Injury** or **Property Damage** occurs beyond the limits of a carriageway or thoroughfare.
  - where the **Personal Injury** or **Property Damage** occurs when the **Vehicle** is being used as a tool of trade on **Your** premises, or on any site where **You** are conducting the **Business**.

### PROPERTY in PHYSICAL or LEGAL CONTROL

- 6.2 We will not cover **You** for **Claims** arising from damage to property owned or occupied by **You**, or in **Your** physical or legal control, unless such property is:
- leased or rented by **You** for the purpose of conducting the **Business**.
  - a vehicle [not belonging to **You**, nor being used by **You** or on **Your** behalf] in a car park owned or operated by **You**.
  - **Your** employee's property.
  - not a **Vehicle**, and is entrusted to **You** for repair, service, maintenance or alteration [or is on temporary loan or hire to **You**]. **Our** liability for such property will not exceed \$50,000 for the **Insurance Period**.

## 7.0 GENERAL EXCLUSIONS – PARTS [A] and [B]

### USA/CANADA – JURISDICTION / TERRITORY

- 7.1 We will not cover **You** for **Claims** brought in a court in **USA** or **Canada**, or any court exercising jurisdiction under any law of **USA** or **Canada**, or in any other court to enforce a judgement or order of those courts.
- 7.2 We will not cover **You** for **Claims** which arise from an act, error or omission occurring in **USA** or **Canada**.

### NUCLEAR

- 7.3 We will not cover **You** for **Claims** which arises from nuclear weapons materials, or radiation or contamination from any nuclear fuel or waste.

## **ASBESTOS**

- 7.4** We will not cover **You** for **Claims** which arise from asbestos.

## **EMPLOYER'S LIABILITY**

- 7.5** We will not cover **You** for **Claims** which arise from **Your** liability as an employer, including **Claims** arising from physical injury, death, sickness, disease, mental illness or emotional distress of any employee of **Yours**, or damage to their property unless covered by exception under Exclusion 6.2 [PROPERTY in PHYSICAL or LEGAL CONTROL].

## **AIRCRAFT and MARINE CRAFT**

- 7.6** We will not cover **You** for **Claims** which arise from:
- **Your** liability as an owner, user, or operator of any aircraft or marine craft. .
  - the provision of services or **IT Products** to the aviation or aerospace industry.

## **PRODUCT RECALL - KNOWN DEFECTS**

- 7.7** We will not cover **You** for **Claims** for loss, cost or expense associated with the recall, withdrawal, inspection, repair, modification, replacement, adjustment, removal, or disposal of **IT Products** [including any property of which such **IT Products** form a part] where such **IT Products** are recalled or withdrawn from the market [or from use] due to a known defect, deficiency, inadequacy, or dangerous condition. This exclusion will not apply to **Claims** for loss of use resulting from such recall, withdrawal, inspection, repair, replacement, modification, replacement, adjustment, adjustment, removal or disposal.

## **FINES/PENALTIES**

- 7.8** We will not cover **You** for **Your** liability to pay fines, penalties or exemplary damages.

## **7.9 WAR and TERRORISM**

We will not cover **You** for **Claims**, loss, liability, cost or expense directly or indirectly caused by, resulting from, or in connection with:

- war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, confiscation or nationalisation or requisition or

destruction of or damage to property by or under the order of any government or public or local authority; or

- any act of terrorism. “Terrorism” includes an act involving the use or threat of force or violence by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is committed for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any Government and/or to put the public or any section of the public in fear;

and regardless of any other cause or event contributing to such **Claim**, loss, liability, cost or expense.

**We** will also not cover **You** for any **Claim**, loss, liability, cost or expense directly or indirectly caused by, resulting from, or in connection with any action taken in controlling, preventing or suppressing or in any way relating to any of the above acts or events.

The burden of proving that this exclusion does not apply shall be upon **You**.

## **RECOVERY RIGHTS**

- 7.10** **Our** liability under this policy is reduced to the extent by which **Our** subrogation rights against any other party have been impaired because of an agreement between **You** and that other party.

## **8.0 CONDITIONS – PARTS [A] and [B] unless stated otherwise**

### **REPORTING CLAIMS**

- 8.1** As soon as **You** can, [and within the **Insurance Period** for **Claims** under Part [A] of this policy], **You** must give **Us** written notice of any **Claim**, and give **Us** such information and assistance as **We** consider necessary in connection with the **Claim**, including identification of any parties against whom **You** may have rights.

### **MANAGEMENT OF CLAIMS**

- 8.2** **You** must not admit liability for or settle any **Claim**, or incur any costs or expenses in connection with any **Claim**, without **Our** written consent.

**We** may assume conduct of the defence and settlement of any **Claim** and may appoint legal advisers for that purpose, but we will not force **You** to contest any **Claim** unless Counsel (agreed to by **You** and **Us**) advises that the **Claim** should

be contested having regard to the economics and prospects of the defence of the **Claim**.

Legal advisers retained by **Us** to act on **Your** behalf are free to disclose to **Us** any information obtained while acting for **You** and **You** agree to waive any legal professional or client privilege to the extent that such privilege may have prevented such disclosure to **Us**.

**We** may allow **You** to conduct the defence of the **Claim** if **We** believe the **Claim** will not exceed the **Excess**. If **We** do this, **You** will be required to provide **Us** with regular progress reports and **We** reserve the right to take over conduct of the **Claim**.

**We** may settle the **Claim** if **We** so choose upon such terms as **We** have been properly advised and, in doing so, may take into account the economics of the defence of the **Claim**.

#### **LIMITED LIABILITY – PART [A] ONLY**

- 8.3** **Our** liability under this policy will not exceed in the aggregate, in respect of any one **Claim**, and for all **Claims**, the **Sum Insured** stated in Item [5] of the Schedule, EXCEPT THAT **We** will, in addition, pay the costs and expenses incurred under Insuring Clause 1.2, PROVIDED THAT, if a payment greater than the **Sum Insured** is required to dispose of a **Claim**, **Our** liability under Insuring Clause 1.2 will be limited to the proportion that the **Sum Insured** bears to the payment required to dispose of the **Claim**, subject to such proportion not exceeding the **Sum Insured**.

**This condition does not apply to Part [B] of this policy.**

#### **LIMITED LIABILITY – PART [B] ONLY**

- 8.4** **Our** liability under this policy in respect of any one **Occurrence** will not exceed the **Sum Insured** stated in Item [6] of the Schedule, EXCEPT that **We** will, in addition, pay the costs and expenses incurred under Insuring Clauses 5.2 and 5.3 up to the limit of the **Sum Insured**. All **Personal Injury** and **Property Damage** arising from continuous or repeated exposure to the same general conditions will be regarded as arising out of one **Occurrence**.

**Our** liability under this policy for **Product Liability** will not exceed in the aggregate, in respect of any one **Claim**, and for all **Claims**, the **Sum Insured** stated in Item [6] of the Schedule, EXCEPT that **We** will, in addition, pay the costs and expenses incurred under Insuring Clauses 5.2 and 5.3 up to the limit of the **Sum Insured**.

**This condition does not apply to Part [A] of this policy.**

## **MULTIPLE CLAIMS – PART [A] ONLY**

- 8.5** For the purposes of determining the **Sum Insured** and the **Excess**, all **Claims** which arise from acts, errors, or omissions which are the same or related to each other will be regarded as one **Claim**.

**This condition does not apply to Part [B] of this policy.**

## **EXCESS**

- 8.6** **You** must bear the amount of the **Excess** in respect of each **Claim** [or any claim **We** deem to be a **Claim**] covered by this policy. Where the **Excess** is described in the Schedule as “Costs Inclusive”, all external expenses incurred by **Us** in connection with the **Claim** will be borne by **You** up to the limit of the **Excess**.

## **CANCELLATION**

- 8.7** **You** may cancel this policy at any time by notifying **Us** in writing. **We** may also cancel this policy, but **We** can only do so in accordance with the law. In the event of cancellation, any refund of premium, and the amount of that refund, is at **Our** sole discretion.

## **SUBROGATION**

- 8.8** Where **We** have paid a **Claim** under this policy, **We** become entitled to any rights **You** may have against any party in relation to that **Claim** [subject to law]. **You** must assist **Us** [including giving evidence at any civil trial] and provide such information [including signed statements] as **We** reasonably require to exercise such rights.

## **HEADINGS**

- 8.9** Paragraph [unboxed] titles used in this policy are included for descriptive purposes only and do not form part of this policy for the purpose of its construction or interpretation.

## **GOVERNING LAW**

- 8.10** This policy will be construed in accordance with the laws of Australia and the state or territory where the policy was issued. All disputes relating to interpretation of this policy will be determined by the courts [or a federal court] based in that state or territory.

## **CONSIDERATION**

- 8.11** The cover provided by **Us** under this policy is in consideration of the payment of the agreed premium.

## **VALIDITY**

- 8.12** To be valid, this policy must have a Schedule attached to it which has been signed by an authorised officer of **Ours**.

## **GENERAL INSURANCE CODE of PRACTICE**

- 8.13** Other than for **Claims** managed outside Australia, this policy complies with the Insurance Council of Australia's General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry and is proudly supported by the **Security**. Any enquiry or complaint relating to this policy should be referred to **Us**, but if **You** are not satisfied with the way **We** dealt with the complaint, **You** should write to:

Lloyd's Underwriters' General Representative in Australia  
Suite 2, Level 21, Angel Place  
123 Pitt Street  
SYDNEY NSW 2000

who will refer the matter to Policyholder and Market Assistance at Lloyd's. If they are unable to resolve the complaint, it may be referred to the Financial Ombudsman Service [UK], but further details will be provided at the appropriate juncture.

## **SERVICE OF SUIT**

- 8.14** Any summons or process to be served upon the **Security** may be served upon:

Lloyd's Underwriters' General Representative in Australia  
Suite 2, Level 21, Angel Place  
123 Pitt Street  
SYDNEY NSW 2000

who has authority to accept service and to enter an appearance on behalf of the **Security**, and who is directed at **Your** request to give a written undertaking to **You** that they will enter an appearance on behalf of the **Security**.

## 9.0 DEFINITIONS – PARTS [A] and [B]

- 9.1 **Business** means: the business described in Item [3] of the Schedule.
- 9.2 **Claim** means: any writ, statement of claim, summons, application or other originating legal or arbitral process, cross-claim, counter-claim or third or similar party notice served upon **You**.
- 9.3 **Documents/Data** means: deeds, wills, agreements, maps, plans, books, letters, certificates, forms and documents of any nature, whether written, printed or reproduced by any method and includes computer records, electronically stored data, and information such as text, numbers, sounds, and images that can be processed by any electronic device. **Documents/Data** does not mean: money, negotiable instruments, bearer bonds or coupons, stamps, bank or currency notes.
- 9.4 **Excess** means: the amounts stated in Items [7] and [8] of the Schedule relevant to Part [A] and Part [B].
- 9.5 **Inquiry** means: any official investigation, examination, inquiry or other proceedings ordered or commissioned by any official body or institution empowered by law to investigate **Your** affairs, or the affairs of the **Business**.
- 9.6 **Insurance Period** means: the period stated in Item [4] of the Schedule, unless terminated earlier.
- 9.7 **IT Product[s]** means: anything [after it has ceased to be in **Your** physical or legal control] manufactured, constructed, erected, installed, repaired, serviced, treated, sold, supplied or distributed by **You** [including any container other than a **Vehicle**] AND shall include anything deemed by the Trade Practices Act 1974 to have been manufactured by **You**.
- 9.8 **Licensee** means: any party who enters into a licence agreement with **You**.
- 9.9 **Occurrence** means: an event, including continuous or repeated exposure to substantially the same general conditions, which causes **Personal Injury** or **Property Damage** which is unexpected or unintended by **You**.
- 9.10 **Our[s]** means: pertaining to Nova Underwriting Pty Ltd on behalf of the **Security**.
- 9.11 **Personal Injury** means:

- physical injury, death, sickness, disease, disability, shock, fright, mental anguish, mental injury or loss of consortium.
- false arrest, false imprisonment, wrongful eviction or detention, or malicious prosecution.
- assault and/or battery not committed by **You** [or at **Your** direction] unless committed for the purpose of preventing or eliminating danger to persons or property.

which occurs during the **Insurance Period**.

**9.12 Property Damage** means:

- physical damage to, loss or destruction of, tangible property, including the loss of use of such property.
- loss of use of tangible property which has not been physically damaged, lost or destroyed, caused by physical damage to, loss or destruction of, other tangible property.

which occurs during the **Insurance Period**.

**9.13 Product Liability** means: **Personal Injury** or **Property Damage** arising out of an **IT Product** [or reliance upon a representation or warranty made in connection with that **IT Product**], but only where such **Personal Injury** or **Property Damage** occurs away from **Your** premises AND after **You** have relinquished physical possession of the **IT Product**.

**9.14 Related Party** means: a party insured by this policy; or a party related to **You**, including entities which are part of the same group of entities as **You**; or any person who unsuccessfully sought employment with **You**, but only in relation to **Your** failure to employ them.

**9.15 Retroactive Date** means: the date stated in Item [10] of the Schedule. If no date is shown, and the word “Unlimited” appears, then Exclusion 4.2 will not apply.

**9.16 Security** means: certain Underwriters at Lloyd’s, each of whom (including their executors and administrators) is only liable for their share of any **Claim**, loss, liability or expense payable by this policy. Details of each Syndicate and its share can be obtained from Nova Underwriting Pty Ltd.

**9.17 Sum Insured** means: the amounts stated in Items [5] and [6] of the Schedule relevant to Part [A] and Part [B].

**9.18 Us and We** means: Nova Underwriting Pty Ltd on behalf the **Security**.

**9.19 USA or Canada** means: the United States of America or the Dominion of Canada, and any dependency, protectorate, colony, state or territory of either country.

**9.20 Vehicle** means: any type of machine [including any machinery or apparatus attached to it] designed to travel on wheels or self laid tracks AND be propelled by other than manual or animal power

**9.21 You** means:

- any party named in Item [1] of the Schedule.
- any person who is during the **Insurance Period** a principal, partner, director or employee of the above but only when acting on behalf of the **Business**.

**9.22 Your(s)** means: pertaining to **You**.

**IT LIABILITY INSURANCE SCHEDULE [06/08]  
Nova Underwriting Pty Ltd**

**Attaching to and forming part of policy # :.....**

**Item [1] Name:**

**Item [2] Address:** C/-

**Item [3] Business:**

**Item [4] Insurance Period:** From \* ..... am/pm on the...../...../.....  
To \*4.00pm on the ...../...../..... (\*Sydney time)

**Item [5] Sum Insured Part [A]:** \$

**Item [6] Sum Insured Part [B]:** \$

**Item [7] Excess Part [A]:** \$

**Item [8] Excess Part [B]:** \$

**Item [9] Optional Provisions:** 3.1 Joint Venture  
3.2 Previous Business - applicable only to

**Item [10] Retroactive Date:**

**Item [11] Premium:** As agreed

**Item [12] Special Conditions:** 1.  
2.  
3.

**Signed for and on behalf of Nova Underwriting Pty Ltd:**

**by..... on ...../...../.....**