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Errors & Omissions  
Liability Insurance  
Master Policy  
For Insured Members  
of the Australian Computer  
Society Incorporated

**POLICY SCHEDULE &  
WORDING**

[libertyspecialtymarkets.com.au](http://libertyspecialtymarkets.com.au)



**Liberty**  
Specialty Markets



### **Important Notice**

Please note that this is a Claims Made policy. Accordingly, **Liberty** will only cover the **Insured** in respect of **Claims** which are first made against the **Insured** during the **Policy Period** and reported to **Liberty** during the **Policy Period**. The **Insured** should carefully read all of the **Policy**, including all definitions and, in particular, the exclusions, to ascertain the precise scope of cover afforded by the **Policy**. The **Insured** is advised to consult its insurance agent or broker to ensure a clear understanding of the **Insured's** rights and obligations under the **Policy**.

This **Policy** is a Master Policy for **Insured Members** of the Australian Computer Society Incorporated. This means that there is one **Limit of Liability** to be shared between all **Insureds**. The addition of any **Insured Members** during the **Policy Period** does not increase the **Limit of Liability** or any **Sublimit of Liability** under the **Policy**.

# Policy Schedule

POLICY NUMBER	IE-SY-SPC-11-128341
NAMED INSURED	<b>Insured Members</b> of the Australian Computer Society Incorporated
POLICY PERIOD	From: 4.00pm on 1 March 2025 local standard time To: 4.00pm on 1 March 2026 local standard time
LIMIT OF LIABILITY	\$10,000,000
SUB-LIMITS OF LIABILITY	Extension 2.8 Inquiry Costs \$250,000 Extension 2.9 Intellectual Property Rights \$10,000,000
EXCESS	\$1,000
POLICY WORDING	Liberty AUS E&O Information Technology ACS Master Policy Wording V4 (03-21)
ENDORSEMENTS	Amended Definition of Insured Members Cyber & Data Protection Law Exclusion – Technology Services Variant
RETROACTIVE DATE	Unlimited
ADDITIONAL INSURANCE	Not Applicable

The **Sub-Limits of Liability** to Extensions 2.8 and 2.9 apply in respect of any one claim and in the aggregate. They form part of, and are not in addition to, the **Limit of Liability**.

This policy is valid only if this schedule is signed and dated below by a person authorised by **Liberty**.

Issued 26th February 2025 in Sydney

AUTHORISED BY LIBERTY



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## Errors & Omissions Insurance

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In consideration of payment of the **Premium** by the **Insured** and subject to all the terms, conditions and exclusions, including all definitions of the **Policy**, **Liberty** agrees as follows:

### 1. Insuring Clauses

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#### 1.1 Errors & Omissions

**Liberty** will pay on behalf of the **Insured** the **Loss** which the **Insured** is legally liable to pay in respect of a **Claim** alleging an act, error or omission of the **Insured**:

- (a) in the performance of **Information Technology Services**; or
- (b) in the provision of **Information Technology Products**.

#### 1.2 Advancement of Defence Costs

**Liberty** will pay for **Defence Costs** in respect of a **Claim** covered under Insuring Clause 1.1 or under any applicable extension. **Liberty** will pay for these **Defence Costs** as and when they are incurred prior to final resolution of the **Claim**.

However, each **Insured** shall repay to **Liberty** all payments of **Defence Costs** incurred on that **Insured's** behalf if and to the extent it is established that such **Defence Costs** are not insured under the **Policy**.

**Defence Costs** are subject to the **Excess** and form part of the **Limit of Liability**.

### 2. Extensions

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Subject to all the terms, conditions and exclusions, including all definitions of the **Policy**, **Liberty** further agrees to extend cover provided under the **Policy** as follows:

#### 2.1 Breach of Confidentiality

**Liberty** will pay on behalf of the **Insured** the **Loss** which the **Insured** is legally liable to pay in respect of a **Claim** alleging breach of confidentiality by the **Insured** in the performance of **Information Technology Services** or in the provision of **Information Technology Products**.

#### 2.2 Competition and Consumer Act

**Liberty** will pay on behalf of the **Insured** the **Loss** which the **Insured** is legally liable to pay in respect of a **Claim** alleging the **Insured** has engaged in conduct that is misleading or deceptive or likely to mislead or deceive under the terms of the Competition and Consumer Act 2010 (Cth) or any Fair Trading legislation of any State or Territory of Australia in the performance of **Information Technology Services** or in the provision of **Information Technology Products**.

#### 2.3 Continuous Cover

If the **Insured** was aware of any facts that might give rise to a **Claim** prior to the **Policy Period** and had not notified **Liberty** of such facts prior to the commencement of the **Policy Period**, then Exclusion 3.11(b) in respect of "Prior Matters" will not apply to the notification of a **Claim** resulting from such facts, provided that:

- (a) the failure to notify such facts was not a result of fraudulent misrepresentation or fraudulent non-disclosure by the **Insured**; and



## Errors & Omissions Insurance

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- (b) the **Insured** has been insured continuously under a primary professional indemnity or errors & omissions liability policy with **Liberty** and was so insured by **Liberty** at the time the **Insured** first became aware of such facts; but
- (c) **Liberty** will reduce its liability to the extent of any prejudice suffered as a result of the **Insured's** failure to notify such facts giving rise to a **Claim** prior to the **Policy Period**.

### 2.4 Contractors & Consultants

The definition of **Insured** in Definition 6.10 is extended to include any natural person, or company with no more than two employees, who has a written contract with the **Named Insured** to perform **Information Technology Services** or provide **Information Technology Products** but only in relation to the performance of **Information Technology Services** or in the provision of **Information Technology Products** for or on behalf of the **Named Insured**.

### 2.5 Defamation

Notwithstanding Exclusion 3.9 in respect of "Personal Injury", **Liberty** will pay on behalf of the **Insured** the **Loss** which the **Insured** is legally liable to pay in respect of a **Claim** alleging any libel, slander, defamation or injurious falsehood by the **Insured** in the performance of **Information Technology Services** or in the provision of **Information Technology Products**. No cover is provided under this extension for any **Claim** resulting from any intentional libel, slander, defamation or injurious falsehood.

### 2.6 Fraud & Dishonesty

Notwithstanding Exclusion 3.4 in respect of "Fraud & Dishonesty", **Liberty** will pay on behalf of the **Insured** the **Loss** which the **Insured** is legally liable to pay in respect of a **Claim** alleging fraudulent or dishonest conduct of the **Insured** in the performance of **Information Technology Services** or in the provision of **Information Technology Products**.

However, no cover is provided under this extension:

- (a) to any person, company or other entity who has committed or condoned the fraudulent or dishonest conduct; or
- (b) in respect of a **Claim** arising from or in any way connected with loss of **Money**.

### 2.7 Implied Warranties & Conditions

Notwithstanding Exclusion 3.2(a) in respect of "Contractual Liability & Commercial Risks", **Liberty** will pay on behalf of the **Insured** the **Loss** which the **Insured** becomes legally liable to pay in respect of a **Claim** alleging breach of warranty or condition implied in a contract under common law and/or the terms of the Trade Practices Act 1974 (Cth) or any similar Fair Trading legislation of any State or Territory of Australia, which results directly from an act, error or omission of the **Insured** in the performance of **Information Technology Services** or in the provision of **Information Technology Products**.

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### 2.8 Inquiry Costs

**Liberty** will pay on behalf of the **Insured** the reasonable and necessary costs and expenses incurred by the **Insured** (but excluding the **Insured's** salaries, wages, travel and accommodation expenses) in preparing for and attending an **Inquiry** provided that:

- (a) such costs and expenses were incurred with the prior written consent of **Liberty** which will not be unreasonably withheld; and
- (b) the notice requiring the **Insured** to attend the **Inquiry** is first served upon the **Insured** during the **Policy Period** and reported to **Liberty** during the **Policy Period**.

The **Insured** shall repay to **Liberty** all payments of **Inquiry** representation costs and expenses incurred on the **Insured's** behalf if and to the extent it is established that such **Inquiry** representation costs and expenses are not insured under the **Policy**.

The maximum amount payable by **Liberty** under this extension in respect of all **Insured** is the applicable **Sub-Limit of Liability**.

### 2.9 Intellectual Property Rights

Notwithstanding Exclusion 3.5 in respect of "Intellectual Property Rights", **Liberty** will pay on behalf of the **Insured** the **Loss** which the **Insured** is legally liable to pay in respect of a **Claim** alleging the **Insured** has infringed **Intellectual Property Rights** in the performance of **Information Technology Services** or in the provision of **Information Technology Products**.

However, no cover is provided under this extension for any **Loss** or **Defence Costs** which arise out of or are in any way connected with:

- (a) any intentional infringement of **Intellectual Property Rights**; or
- (b) any passing off, infringement of patent or trade secret.

The maximum amount payable by **Liberty** under this extension in respect of all **Insured** is subject to the **Sub-Limit of Liability**.

### 2.10 Interference with Privacy

**Liberty** will pay on behalf of the **Insured** the **Loss** which the **Insured** is legally liable to pay in respect of a **Claim** alleging unlawful interference with privacy by the **Insured** in the performance of **Information Technology Services** or in the provision of **Information Technology Products**.

### 2.11 Joint Ventures

**Liberty** will pay on behalf of the **Insured** the **Loss** which the **Insured** is legally liable to pay in respect of a **Claim** alleging an act, error or omission of the **Insured** in the performance of **Information Technology Services** or in the provision of **Information Technology Products** in the **Insured's** capacity as a joint venture partner but only to the extent of the **Insured's** own liability as a joint venture partner.

**Liberty** will only pay for **Defence Costs** incurred by the **Insured** in respect of such **Claim** for its own liability as a joint venture partner.

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### 2.12 Lost or Damaged Documents

Notwithstanding Exclusion 3.13 in respect of "Property Damage", **Liberty** will pay on behalf of the **Insured** the **Loss** the **Insured** is legally liable to pay in respect of a **Claim** alleging the destruction, damage or loss of any **Document** arising out of the performance of **Information Technology Services** or the provision of **Information and Technology Products** by the **Insured**.

**Liberty** will not pay for any destruction, damage or loss resulting from:

- (a) wear and tear or gradual deterioration; or
- (b) any computer virus.

### 2.13 New Subsidiaries

The definition of **Subsidiary** in Definition 6.24 is extended to include any company which, according to the laws of the Commonwealth of Australia or the Australian State or Territory in which the **Policy** is issued, becomes a subsidiary of the **Named Insured** during the **Policy Period** provided that:

- (a) in the case of an acquisition, the revenue of the new subsidiary for the 12 months preceding the date of its acquisition does not exceed 10% of the consolidated revenue of the **Named Insured** and its **Subsidiaries** for the 12 months preceding the commencement of the **Policy Period**;
- (b) the new subsidiary is not incorporated in the United States of America and/or Canada or any of their territories or protectorates;
- (c) the new subsidiary does not provide of **Information Technology Services** or **Information Technology Products** within the United States of America and/or Canada or any of their territories or protectorates; and
- (d) the new subsidiary has no paid or incurred professional indemnity claims against it for the 5 years preceding the date of its acquisition.

In respect of any other new subsidiary to which any of (a) to (d) do not apply, **Liberty** will provide cover for a period of 45 days from the effective date of the new subsidiary being acquired or created. Upon provision to **Liberty** by the **Named Insured** of full details of the new subsidiary, **Liberty** will consider providing cover for the new subsidiary for a further period on such terms and conditions and for such additional premium as may be agreed.

Cover in respect of any such new subsidiary applies only in respect of an act, error or omission committed or allegedly committed in the performance of **Information Technology Services** or in the provision of **Information Technology Products** whilst the subsidiary is a subsidiary of the **Named Insured**.

### 2.14 Reinstatement

**Liberty** will provide a single reinstatement of the **Limit of Liability** if the **Limit of Liability** is exhausted due to the payment of **Loss**, **Defence Costs** or any other amounts insured under the **Policy**, but **Liberty** will only provide such reinstatement if the limit of liability available under any policy or policies in excess of the **Policy** has been exhausted and provided always that **Liberty** will pay no more than a single **Limit of Liability** in respect of each **Loss** (and associated **Defence Costs**) and each claim for any other amounts insured under the **Policy**.

The cover provided under this extension shall not apply to amounts insured under Extension 2.8 in respect of "Inquiry Costs."

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### 2.15 Spouses, Estates & Representatives

**Liberty** will cover:

- (a) in the event of the death, incapacity or bankruptcy of an **Insured**, any **Claim** brought against his or her estate, heirs, executors, administrators or legal representatives; or
- (b) any **Claim** brought against the lawful spouse or domestic partner of an **Insured** as if the **Claim** had been brought against that **Insured**.

No cover is provided under this extension for any conduct or wrongful act committed or allegedly committed by such estate, heirs, executors, administrators, legal representatives, lawful spouse or domestic partner.

### 2.16 Vicarious Liability

**Liberty** will pay on behalf of the **Insured** the **Loss** which the **Insured** is legally liable to pay in respect of a **Claim** alleging an act, error or omission by an **Agent** of the **Insured** in the performance of **Information Technology Services** or in the provision of **Information Technology Products**.

**Liberty** will not be liable under this extension for the **Agent's** own liability, nor will **Liberty** be prevented from seeking recovery from any **Agent**.

## 3 Exclusions

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**Liberty** will not pay for any **Loss**, **Defence Costs** or any other amounts insured under the **Policy** for, arising out of, or in any way connected with:

### 3.1 Asbestos

asbestos, asbestos fibres or derivatives of asbestos.

### 3.2 Contractual Liability & Commercial Risks

- (a) a liability which the **Insured** has assumed under a contract unless such liability would have attached in the absence of such contract;
- (b) cost guarantees or cost estimates being exceeded by the **Insured** or any other party;
- (c) the insolvency, receivership, administration, bankruptcy or liquidation of the **Insured**;
- (d) the failure to provide, effect or maintain any bond, surety or insurance;
- (e) any trading debt incurred by the **Insured**;
- (f) any guarantee given by the **Insured** for a debt; or
- (g) any dispute with a third party regarding payments of, or entitlement to, any commission or royalty.

### 3.3 Electronic Funds Transfer

the loss of any money which has been transferred electronically by means of any of the **Insured's** **Information Technology Products**.

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### 3.4 Fraud & Dishonesty

any fraudulent, criminal, wilfully reckless, malicious or dishonest act, error or omission including any intentional violation or breach of any law or regulation committed or allegedly committed by the **Insured**.

This exclusion will only apply where it is established by an admission of such **Insured** or by a judgment, award, finding or other adjudication of a court, tribunal, commission or arbitrator that such conduct did in fact occur.

### 3.5 Intellectual Property Rights

any actual, potential or alleged infringement of **Intellectual Property Rights**.

### 3.6 Management Liability

the **Insured** acting in the capacity of a director or officer of a body corporate.

### 3.7 North American Jurisdiction

- (a) legal proceedings brought within the United States of America and/or Canada or any of their territories or protectorates;
- (b) the enforcement of any judgment or award obtained within or determined pursuant to the laws of the United States of America and/or Canada or any of their territories or protectorates; or
- (c) legal proceedings in which the laws of the United States of America and/or Canada or any of their territories or protectorates are applicable even if only in a limited respect.

### 3.8 Owner's & Occupier's Liability

the ownership, management, control or occupation of real property by the **Insured**.

### 3.9 Personal Injury

death, bodily or mental injury, sickness or disease, emotional distress or mental anguish of any person.

### 3.10 Pollution

the actual or alleged presence, discharge, dispersal, release or escape of any **Pollutant** or the cost of removing, nullifying or cleaning up any **Pollutant**.

### 3.11 Prior Matters

- (a) any **Claim** or **Inquiry** made, threatened, intimated against or involving the **Insured** prior to the commencement of the **Policy Period**;
- (b) any facts that the **Insured** was aware of before the commencement of the **Policy Period** that might give rise to a claim under the **Policy**;
- (c) any facts that might give rise to a claim under the **Policy** which have been reported, or which can be or could have been reported, to an insurer under any insurance policy entered into before the commencement of the **Policy Period**;
- (d) any facts that might give rise to a claim under the **Policy** which have been disclosed to any insurer in any proposal for insurance before the commencement of the **Policy Period**; or
- (e) any facts that might give rise to a claim under the **Policy** which were disclosed to **Liberty** in the **Proposal**.

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### 3.12 Product Recall

any costs incurred in withdrawing or recalling any **Information Technology Products** (including any costs involved in inspecting, repairing or replacing) incurred because of any known or suspected defect or deficiency. This exclusion does not apply to **Claims** for loss of use resulting from such withdrawal, recall, inspection, repair or replacement.

### 3.13 Property Damage

loss of, damage to or destruction of any real or personal property or any consequential losses flowing from such loss, damage or destruction.

### 3.14 Refunds

any dispute regarding the repayment or refund of any money received, or entitled to be received, by the **Insured** in relation to the performance of **Information Technology Services** or the provision of **Information Technology Products** by or on behalf of the **Insured**.

### 3.15 Related Parties

any **Claim** made by or on behalf of:

- (a) one or more **Insured** against another **Insured** other than a **Claim** for contribution or indemnity which results directly from another **Claim** which would be covered under the **Policy** if made directly against such other **Insured**;
- (b) a child, sibling, spouse or partner of an **Insured** or a parent of a spouse or partner of an **Insured**;
- (c) any entity which is owned, controlled or managed by any **Insured**; or
- (d) any parent company or other entity which owns, controls or manages any **Insured**.

### 3.16 Retroactive Limitation

any act, error or omission committed or allegedly committed prior to the **Retroactive Date** specified in the **Schedule**.

### 3.17 Specified Information Technology Products and Services

- (a) medical devices whether such devices are used in a clinical, hospital or diagnostic environment or by individual patients;
- (b) fire, security, monitoring or alarm systems including back to base systems;
- (c) oil, gas, power, electrical or nuclear energy systems or applications;
- (d) industrial control systems and process control systems including but not limited to supervisory control and data acquisition (SCADA) systems, distributed control systems (DCS) and programmable logic controllers (PLC);
- (e) aerospace, defence or military systems or applications;
- (f) mining and mining exploration systems or applications; or
- (g) financial services trading platforms, systems and applications including but not limited to platforms used in trading, shares, equities, derivatives, bonds, futures and other similar financial products.

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### 3.18 War & Nuclear

- (a) war (whether declared or not), civil disturbance or riot;
- (b) ionising radiation or contamination by radioactivity from any nuclear fuel or any waste from the combustion of nuclear fuel; or
- (c) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear weapon, installation, reactor or other nuclear assembly or nuclear component thereof.

## 4. Claims Conditions

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### 4.1 Notification of Claims & Co-operation

As soon as the **Insured** becomes aware of a **Claim** or **Inquiry** during the **Policy Period** the **Insured** must:

- (a) notify **Liberty** in writing of the **Claim** or **Inquiry**. The notification must be sent to:  
The Claims Department  
Liberty Specialty Markets  
Level 38, Governor Phillip Tower,  
1 Farrer Place  
Sydney, New South Wales, Australia 2000  
Tel: +61-2-8298 5800
- (b) give **Liberty** such information and co-operation as it may reasonably require including but not limited to:
  - (i) a description of the **Claim** or **Inquiry**;
  - (ii) the nature of the alleged act, error or omission;
  - (iii) the nature and amount of the alleged or potential loss;
  - (iv) the names of actual or potential claimants; and
  - (v) the manner in which the **Insured** first became aware of the **Claim** or **Inquiry**.

If **Loss**, **Defence Costs** or any other amounts insured under the **Policy** are also potentially insured under any other insurance policy or policies, then the **Insured** must advise **Liberty** within a reasonable time of making a claim under the **Policy** and provide **Liberty** with details of the other insurance.

### 4.2 Defence & Settlement

**Liberty** may, in its absolute discretion, take over the conduct of any investigation, settlement or defence of any **Claim**.

The **Insured** must:

- (a) take all reasonable steps to mitigate loss;
- (b) not agree to any waiver or limitation of or delay as to their legal rights of recovery against any other party;
- (c) not admit liability, negotiate any settlement, enter into any settlement agreement or incur any **Defence Costs** without the prior written consent of **Liberty** which consent shall not be unreasonably withheld; and

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- (d) give **Liberty** all the information and assistance that **Liberty** requires for the purpose of investigating:
- (i) the cause and consequences of any **Claim**;
  - (ii) the **Insured's** liability to any party in respect of any **Claim**; and
  - (iii) whether **Liberty** has any liability to the **Insured** under the **Policy** and, if so, the extent of its liability,
- and, where applicable, conducting the defence of any **Claim**.

### 4.3 Excess Insurance

The **Policy** is in excess of any **Additional Insurance** specified in the **Schedule**.

### 4.4 Allocation

In the event the **Insured** is a party to a demand, legal proceedings, inquiry or hearing which is covered only in part by the **Policy**, the **Insured** and **Liberty** will use their best efforts to agree upon a fair and proper allocation of **Loss**, **Defence Costs** or any other amount insured under the **Policy** which relate solely to what is covered under the **Policy**.

In the event that an agreement cannot be reached, **Senior Counsel** shall determine, as an expert but not an arbitrator, a fair and proper allocation. Until **Senior Counsel** has made his or her determination, **Liberty** may, in its absolute discretion, pay such **Loss**, **Defence Costs** or any other amount insured under the **Policy** as it considers appropriate.

### 4.5 Requirement to Contest a Claim

**Liberty** shall not require the **Insured** to contest any **Claim** unless **Senior Counsel** advises that such **Claim** should be contested. In formulating such advice, **Senior Counsel** shall take into consideration the economics of the matter (including potential **Loss** and **Defence Costs**) and the prospects of the **Insured** successfully defending the **Claim**.

In the event that **Senior Counsel** recommends settlement in respect of a **Claim** and the **Insured** does not agree that such **Claim** should be settled, the **Insured** may elect to contest such **Claim** provided always that the liability of **Liberty** shall not exceed the amount for which the **Claim** could have been settled plus **Defence Costs** incurred with **Liberty's** prior written consent up to the date of such election.

### 4.6 Subrogation

If **Liberty** grants indemnity under the **Policy**, then **Liberty** shall be subrogated to the **Insured's** rights of recovery against any person or entity whether or not payment has in fact been made and whether or not the **Insured** has been compensated in full for their loss. Each **Insured** must, at its own cost, provide all reasonable assistance to **Liberty** (including, but not limited to giving information, signing documents and giving evidence) to help enforce those rights.

The **Insured** must not do anything that may prejudice **Liberty's** position or its potential or actual rights of recovery against any party. Any amounts recovered by **Liberty** in excess of **Liberty's** total payment to the **Insured** (including **Defence Costs**) shall be restored to the **Insured** less the cost to **Liberty** of such recovery.

## 5. General Conditions

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### 5.1 Change in Control

If a **Change in Control** occurs during the **Policy Period**, the **Policy** will continue to provide cover but only in respect of acts, errors or omissions of the **Insured** in the performance of **Professional Services** committed or allegedly committed prior to the effective date of the **Change in Control**.

### 5.2 Limit of Liability

The maximum amount payable by **Liberty** under the **Policy** in respect of all parties insured is the **Limit of Liability**. The **Limit of Liability** is inclusive of **Loss, Defence Costs, Sub-Limits of Liability** and any other amounts insured under the **Policy** but does not include costs incurred by **Liberty** in determining whether the **Policy** provides insurance to the **Insured**.

### 5.3 Excess

**Liberty** will only pay in respect of each **Loss** (or alleged **Loss**) and associated **Defence Costs** and other amounts insured under the **Policy**, the amount which is above the **Excess**. The **Excess** shall be the first amount borne by the **Insured or the Insured Members who notify a claim** and shall remain uninsured.

### 5.4 Non-Accumulation of Limits & Sub-Limits

If two or more policies of insurance issued by **Liberty** apply to the same **Loss**, the maximum amount payable by **Liberty** under all such policies is the highest of the applicable limit or sub-limit of liability specified in the schedules for all such policies and there will only be one excess payable which will be the excess which applies to that limit or sub-limit of liability.

### 5.5 Addition of New Insured Members

The **Insurer** may agree to include additional **Insured Members** during the **Policy Period** at the request of the **Peak Body** without the prior consent of any other **Insured Members**. The addition of any **Insured Members** during the **Policy Period** will not increase the **Limit of Liability** or any **Sub-Limits of Liability** under the **Policy**.

### 5.6 Broker as Agent

Insurance House Pty Ltd ABN 33 006 500 072 shall act as agent on behalf of the **Insured** for all notices to be provided under this **Policy** to the **Insured**, including any renewal notices.

### 5.7 Severability of Proposal

Failure by any **Insured** to comply with the duty of disclosure under the Insurance Contracts Act 1984 (Cth) or misrepresentation by any **Insured** to **Liberty** shall not prejudice the right of any other **Insured** to cover under the **Policy**. Cover is only provided to an **Insured** who is innocent of and has no prior knowledge of such failure or misrepresentation.

### 5.8 Non-Imputation

For the purposes of determining the availability of cover under the **Policy**, the conduct of one **Insured** shall not be imputed to any other **Insured**, provided that cover is only provided to an **Insured** who is innocent of and has no prior knowledge of such conduct.

## Errors & Omissions Insurance

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### 5.9 Governing Law & Exclusive Jurisdiction

The **Policy** is governed by the law in force in the Australian State or Territory in which the **Policy** is issued. All matters arising from or relating to the construction or operation of the provisions of the **Policy** shall be submitted to the exclusive jurisdiction of the courts exercising jurisdiction under the law of that State or Territory.

### 5.10 Liberty Mutual AGM

Liberty is a branch of Liberty Mutual Insurance Company (LMIC), a stock insurance company incorporated in Massachusetts USA. LMIC is an indirect subsidiary of Liberty Mutual Holding Company Inc. (LMHC), a Massachusetts USA mutual holding company. Notice is hereby given that the annual meeting of LMHC is held on the second Wednesday in April of each year at ten o'clock in the morning, local time, at LMHC's office at 175 Berkeley Street, Boston, Massachusetts USA.

This notice is for members of LMHC only. One becomes a member of LMHC by virtue of being a policyholder of LMIC. Membership rights terminate when one ceases to be a policyholder of LMIC. Members of LMHC may request a copy of LMHC's annual financial statements, which are posted on Liberty Mutual's website at [www.libertymutual.com](http://www.libertymutual.com), by writing to Liberty Mutual Holding Company Inc., 175 Berkeley Street, Boston, Massachusetts 02116.

### 5.11 Electronic Communications

**Liberty** may issue by electronic mail or post any notices required to be given under the Insurance Contracts Act 1984 (Cth) or otherwise.

### 5.12 Policy Interpretation & Construction

The headings in the **Policy** are for descriptive purposes only and do not form part of the **Policy** for the purpose of its construction or operation. Words used in the singular shall include the plural and vice versa. For the meaning of any words in bold refer to the **Schedule** and Section 6 – Definitions.

## 6. Definitions

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In the **Policy**:

- 6.1 Agent** means a natural person, company or other entity who has or had a written contract with a **Named Insured** under which the **Named Insured** engages the natural person or company or other entity to act for or on behalf of the **Named Insured** in the performance of **Information Technology Services** or in the provision of **Information Technology Products**.
- 6.2 Claim** means any written demand or legal proceedings for compensation first made against the **Insured** during the **Policy Period** and reported to **Liberty** during the **Policy Period** which may result in **Loss, Defence Costs** or any other amounts insured under the **Policy**.

## Errors & Omissions Insurance

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**6.3 Change in Control** means any one of the following events:

- (a) the **Named Insured** consolidates or merges with, or sells all or substantially all of its assets to a person, entity or group of persons or entities acting in concert;
- (b) the **Named Insured** becomes a subsidiary of another entity or becomes controlled by another entity; or
- (c) a trustee, administrator, receiver or liquidator including any provisional liquidator is appointed to the **Named Insured**.

**6.4 Defence Costs** means:

- (a) reasonable and necessary costs and expenses incurred by **Liberty**, or by the **Insured** but only with **Liberty's** prior written consent (which shall not be unreasonably withheld), solely for the benefit of the **Insured** in the investigation, settlement, defence or appeal of any **Claim** covered under the **Policy**; and
- (b) the costs of obtaining **Senior Counsel's** advice or determination under the **Policy**.

**Defence Costs** does not include the **Insured's** salaries, wages, allowances, fees, commissions, awards, bonuses, travel or accommodation expenses incurred by the **Insured** in assessing, investigating, dealing with or assisting others to deal with any **Claim**.

**6.5 Document** means a document of any nature whether written, printed or reproduced by any method including computer records or electronic data, in the possession or control of the **Insured** but does not include **Money**.

**6.6 GST** means the tax imposed as goods and services tax under the A New Tax System (Goods and Services Tax) Act 1999 (Cth) or as amended and any penalty or interest payable in respect of that tax.

**6.7 Information Technology Products** means any electronic equipment, communication equipment or computer hardware or software created, designed, manufactured, sold, licensed, handled or distributed by the **Insured** on a consulting basis.

**6.8 Information Technology Services** means:

- (a) software development;
- (b) systems integration;
- (c) information management consulting;
- (d) electronic data processing;
- (e) computer facilities management;
- (f) computer programming;
- (g) design, manufacture and installation of **Information Technology Products**;
- (h) computer and electronic equipment maintenance and repair;
- (i) computer and data network analysis, consulting and design;
- (j) telecommunication and data communication services;
- (k) internet services;

## Errors & Omissions Insurance

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- (l) network consulting and support services;
- (m) call centre services; and
- (o) member services, including:
  - (i) providing accredited courses and jobs;
  - (ii) development of ICT Skills of members;
  - (iii) Running a member certification program;
  - (iv) developing skills assessments for migration;
  - (v) professional development of members;
  - (vi) running member events & providing networking opportunities;
  - (vii) providing information resources;
  - (viii) mentoring;
  - (ix) referrals; and
  - (x) advocacy.

**6.9 Inquiry** means any administrative or regulatory proceeding, official investigation, inquiry or hearing into the performance of **Information Technology Services** or the provision of **Information Technology Products** by the **Insured** which an **Insured** is legally required to attend if findings from such proceeding, investigation, inquiry or hearing could lead to a **Claim** being made against the **Insured** which may be covered under the **Policy**.

**6.10 Insured** means the **Insured Members**.

**6.11 Insured Members** means all persons or entities:

- (a) whose application for, or renewal of annual membership has been accepted by the **Peak Body** and whose applicable membership fee has been paid;
- (b) whose taxable gross consulting fees in the preceding financial year was less than \$100,000; and
- (c) who have not been the subject of disciplinary proceedings or been the subject of a legal demand or claim in the five years preceding the application for, or renewal of, membership to the **Peak Body**.

**6.12 Intellectual Property Rights** means all existing and future intellectual property rights throughout the world in whatever media, whether registered or unregistered and whether or not capable of registration, including but not limited to all copyright, patents, trade marks, trade names, domain names, brand names, slogans, logos, emblems and designs (and all applications or renewals for the protection or registration of these rights) together with all confidential information including trade secrets, know-how, formulae, methods, routines and other proprietary technology.

**6.13 Liberty** means Liberty Mutual Insurance Company, Australia Branch (ABN 61 086 083 605) trading as Liberty Specialty Markets incorporated in Massachusetts, USA (the liability of members is limited).

## Errors & Omissions Insurance

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### 6.14 **Loss** means:

- (a) damages or claimant's costs or both payable by the **Insured** pursuant to an award or judgment entered against the **Insured**;
- (b) settlements negotiated by **Liberty** and consented to by the **Insured**; or
- (c) settlements negotiated by the **Insured** but only with the prior written consent of **Liberty**.

### **Loss** does not include any:

- (i) amounts uninsurable at law;
- (ii) wages, salaries, allowances, fees, commissions, awards, bonuses, travel or accommodation costs incurred by the **Insured** in assessing, investigating, dealing with or assisting others to deal with the claim;
- (iii) fines or penalties;
- (iv) exemplary, aggravated, multiple or punitive damages; or
- (v) **GST** imposed or payable in respect of the **Premium** or any payment of insured amounts made under the **Policy**.

All **Loss** attributable to one source or originating cause shall be deemed one **Loss**.

**6.15 Money** means currency, coins, bank notes, bullion, precious metals, gems, jewellery, coupons, stamps, cheques, travellers' cheques, registered cheques, postal orders and money orders.

**6.16 Peak Body** means the Australian Computer Society Incorporated ABN 53156305487.

**6.17 Policy** means this policy wording, any endorsements to it and the **Schedule**.

**6.18 Policy Period** means the period of time specified in the **Schedule** unless the **Policy** is cancelled in which event the **Policy Period** will end on the effective date of the cancellation.

**6.19 Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, noise, acids, alkalis, compounds, chemicals, mould or waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**6.20 Premium** means the amount payable by the **Insured** for the **Policy** including any applicable charges as advised by **Liberty**.

**6.21 Proposal** means the proposal form and any other information submitted by the **Insured** in applying for this insurance.

**6.22 Schedule** means the schedule attached to the **Policy** and signed by a person authorised by **Liberty**.

**6.23 Senior Counsel** means a Senior Counsel to be mutually agreed upon by **Liberty** and the **Insured** or, in the absence of agreement, to be appointed by the current President of the Law Society in the State or Territory in which the **Policy** is issued.

## Errors & Omissions Insurance

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**6.24 Subsidiary** means any company which, according to the laws of the Commonwealth of Australia or the Australian State or Territory in which the **Policy** is issued, was or is a subsidiary of the **Named Insured** prior to or at the commencement of the **Policy Period**.

Cover in respect of any such company applies only in respect of acts, errors or omissions committed, or allegedly committed in the performance of **Information Technology Services** or the provision of **Information Technology Products** whilst the company was or is a subsidiary of the **Named Insured**.

## Endorsement No. 1

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POLICY NUMBER: IE-SY-SPC-11-128341  
NAMED INSURED: **Insured Members** of the Australian Computer Society  
EFFECTIVE DATE: Inception 01 March 2025

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### Amended Definition of Insured Members

It is hereby understood and agreed that the definition of **Insured Members** in Definition 6.11 is deleted in its entirety and replaced with the following:

"In the **Policy**, **Insured Members** means all persons or entities:

- (a) whose application for, or renewal of annual membership has been accepted by the **Peak Body** and whose applicable membership fee has been paid;
- (b) whose taxable gross consulting fees, whether earned as a sole trader or incorporated company, in the preceding financial year was:
  - (i) less than \$125,000; or
  - (ii) less than \$250,000, if their status has been designated as Certified Professional by the **Peak Body**; and
- (c) who have not been the subject of disciplinary proceedings or been the subject of a legal demand or claim in the five years preceding the application for, or renewal of, membership to the **Peak Body**."

All other terms and conditions of the **Policy** remain unchanged.

Issued 26<sup>th</sup> February 2025 in Sydney

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Authorised by **Liberty**

Liberty Specialty Markets is a trading name of Liberty Mutual Insurance Company  
(ABN 61 086 083 605). Incorporated in Massachusetts, U.S.A. (The liability of members is limited)

## Endorsement No. 2

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POLICY NUMBER: IE-SY-SPC-11-128341  
NAMED INSURED: **Insured Members** of the Australian Computer Society  
EFFECTIVE DATE: Inception 01 March 2025

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### **Cyber & Data Protection Law Exclusion – Technology Services Variant (S0721)**

It is hereby understood and agreed that, notwithstanding anything to the contrary in this **Policy**, **Liberty** will not pay for any amounts insured under this **Policy**:

- (a) for, directly caused by, directly resulting from or directly arising out of:
  - (i) a **Cyber Act**; or
  - (ii) denial of service of, or denial of access to, any **Computer System**, provided that the **Computer System** is owned or controlled by the **Insured** or by any other party acting on behalf of the **Insured**; or
  - (iii) the receipt or transmission of malware, malicious code or similar by the **Insured** or by any other party acting on behalf of the **Insured**.
- (b) which constitute the **Insured's** own loss (other than **Defence Costs**) and are directly caused by, directly arising from or directly arising out of any partial or total unavailability or failure of any **Computer System** owned or controlled by the **Insured** or by any other party acting on behalf of the **Insured**;
- (c) for, directly or indirectly caused by, directly or indirectly resulting from or directly or indirectly arising out of any failure or interruption of service provided:
  - (i) to the **Insured** or to any other party acting on behalf of the **Insured** by an internet service provider, telecommunications provider or cloud provider but not including the hosting of hardware and software owned by the **Insured**;
  - (ii) by any utility provider, but only where such failure or interruption of service impacts a **Computer System** owned or controlled by the **Insured** or by any other party acting on behalf of the **Insured**;
- (d) for any actual or alleged breach of **Data Protection Law** by the **Insured** or by any other party acting on behalf of the **Insured**; or
- (e) for replacing, restoring, reconstituting or recovering lost, inaccessible, damaged or destroyed **Data** owned or controlled by the **Insured** or by any other party acting on behalf of the **Insured**.

For the purposes of this endorsement:

**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 but not limited to any similar system or any configuration of the aforementioned and including but not limited to any associated input, output, data storage device, networking equipment or back up facility.

**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**.

**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**.

**Cyber & Data Protection Law Exclusion – Technology Services Variant**

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**Data Protection Law** means any applicable data protection and privacy legislation or regulations in any country, province, state, territory or jurisdiction which govern the use, confidentiality, integrity, security and/or protection of personal data or any guidance or codes of practice relating to personal data issued by any data protection regulator or authority from time to time (all as amended, updated or re-enacted from time to time).

All other terms and conditions of this **Policy** remain unchanged.



*David Gallagher*

Issued 26<sup>th</sup> February 2025 in Sydney

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Authorised by **Liberty**

Liberty Specialty Markets is a trading name of Liberty Mutual Insurance Company  
(ABN 61 086 083 605). Incorporated in Massachusetts, U.S.A. (The liability of members is limited)