

ENDORSEMENT SCHEDULE

Cyber Exclusion

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, **We** shall not be liable in respect of:

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**; resulting from or arising out of a **Cyber Incident** or a **Cyber Act**.

2. However, this Exclusion shall not apply in respect of liability arising out of:

2.1. **Personal Injury** other than discrimination, invasion of privacy, infringement of intellectual property rights, breach of confidentiality, libel, slander defamation or other reputational injury; or

2.2. **Property Damage**, which does not include **Data** for the purposes of this exclusion; or

2.3. **Advertising Liability** other than invasion of privacy, libel, slander or defamation.

resulting from or arising out of a **Cyber Incident** or a **Cyber Act**.

For the purpose of this exclusion only, the following definitions apply:

Computer System means any computer, hardware, software, communications system (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 illegal, malicious, or criminal act or series of related illegal, 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

- any error in creating, amending, entering, deleting, or using **Data**; or
- any partial or total unavailability of, or failure to access or process **Data**

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in electronic or digital form to be used, accessed, processed, transmitted or stored by a **Computer System**.

Pandemic/Epidemic Exclusion

Notwithstanding any provision to the contrary within this Policy, it is declared and agreed that this Policy does not cover any loss, destruction, damage, liability, cost, expense or any other amounts (whether actual or alleged), directly or indirectly caused by, or contributed to by, or in consequence of, or in any way connected with any:

- disease determined to be a Listed Human Disease or in respect of which a Human Biosecurity Emergency is declared under the *Biosecurity Act 2015* (Cth) including any amendment, replacement, re-enactment, successor, equivalent or similar legislation including delegated legislation;

- outbreak of infectious disease declared as a pandemic or epidemic by the World Health Organization or any Australian government or Australian government agency; or
- disease determined by the World Health Organisation to be a Public Health Emergency of International Concern (PHEIC).

Exclusion - Contractors & Sub-Contractors

This Policy does not provide cover claims for Personal Injury or Damage to Property arising directly or indirectly out of the activities or actions of any contractors or sub-contractors engaged by and/or on behalf of the insured.

Exclusion - Participants

We will not indemnify You against liability for: 1. Personal Injury to; 2. Damage to Property owned by; any person who is participating in a sporting activity (trial, practice or competition), sport, game, contest or event. Exclusion does not apply to any displays involving stamp, postcard, air mail & envelope exhibits.

Exclusion - Molestation

1. We will not indemnify You against liability for Personal Injury in connection with the molestation of any person by: (a) You; (b) Your employee; or (c) any person whose actions for which You may be liable. 2. We will not pay Your Legal Costs, and We will not have any duty to defend any suit against You seeking damages on account of any such Personal Injury.