



Certificate of Currency

Class of Business: Professional Indemnity

Policy Number: P-PI/0/146467/1/1-5

Policyholder: **Bennett and Francis Pty Ltd; Survey Recovery Trust; JR Wood Discretionary Trust; The PAJ Pozzi Family Trust; Bennett and Francis; JR Worrell Trust**

Business Description: Land Surveyors and Town Planning

Insurance Period: From 4:00pm on 31/03/2017 to 4:00pm on 31/03/2018
Australian local time in the State or Territory where this **policy** was purchased

Indemnity Limit: \$10,000,000 any one **claim** and \$30,000,000 in the aggregate during the **insurance period**

Deductibles: \$ 5,000 including **defence costs** by the **insured** for each **claim**

Retroactive Date: Unlimited excluding any known claims or circumstances

Insurer: DUAL Australia Pty Ltd on behalf of certain underwriters at Lloyd's

Signature:

A handwritten signature in black ink, appearing to be "DC", written over a horizontal line.

Damien Coates - Chief Executive Officer, DUAL Asia Pacific



LLOYD'S

Professional Indemnity Insurance Policy

LLOYD'S

We hereby agree, to the extent and in the manner hereinafter provided, to indemnify or otherwise pay **you** in respect of the contingencies or events specified in the sections of the **policy**. However this **policy** only applies to those sections as indicated in the **schedule** attached to this **policy**.

The **policy**, **schedule**, exclusions and general conditions shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the **policy**, **schedule**, exclusions and general conditions shall bear the same meaning wherever it may appear.

Please read this **policy** and, if it is incorrect, return it immediately for alteration.

A handwritten signature in black ink, appearing to be "RBL" with a long horizontal stroke extending to the right.

Signed by DUAL Australia Pty Ltd on behalf of certain underwriters at Lloyd's



Professional Indemnity Schedule

All words in bold within the policy or this schedule shall have the meaning given to them in Section 6 of the policy entitled "Definitions".

ITEM 1	Policy Number:	P-PI/0/146467/17/I-5
ITEM 2	Policyholder:	Bennett and Francis Pty Ltd; Survey Recovery Trust; JR Wood Discretionary Trust; The PAJ Pozzi Family Trust; Bennett and Francis; JR Worrell Trust C/O: SFAS Austcover - QLD
ITEM 3	Business Description:	Land Surveyors and Town Planning
ITEM 4	Insurance Period:	From 4:00pm on 31/03/2017 to 4:00pm on 31/03/2018 Australian local time in the State or Territory where this policy was purchased
ITEM 5	Indemnity Limit:	\$10,000,000 any one claim and \$30,000,000 in the aggregate during the insurance period
ITEM 6	Deductible:	\$5,000 including defence costs by the insured for each claim
ITEM 7	Retroactive Date:	Unlimited excluding any known claims or circumstances

ITEM 8 Extensions:

Extension	Included	Deductible	Sub-limit
3.1 Attendance at Investigations	Included	\$1,000	Indemnity limit
3.2 Consultants, Subcontractors and Agents	Included	\$5,000	Indemnity limit
3.3 Consumer Protection Legislation	Included	\$5,000	Indemnity limit
3.4 Continuous Cover	Included	\$5,000	Indemnity limit
3.5 Court Attendance Costs	Included	\$5,000	\$500 per day
3.6 Crime	Included	\$2,000	\$50,000
3.7 Defamation	Included	\$5,000	Indemnity limit
3.8 Discovery Period	Included	\$5,000	Indemnity limit
3.9 Emergency Defence Costs	Included	\$1,000	Indemnity limit
3.10 Former Subsidiary	Included	\$5,000	Indemnity limit
3.11 Fraud and Dishonesty for Innocent Parties	Included	\$5,000	Indemnity limit
3.12 Heirs, Estates and Legal Representatives	Included	\$1,000	Indemnity limit
3.13 Intellectual Property	Included	\$5,000	Indemnity limit
3.14 Joint Venture Liability	Included	\$5,000	Indemnity limit
3.15 Lost Data	Included	\$1,000	Indemnity limit
3.16 Newly Created or Acquired Entity or Subsidiary	Included	\$5,000	Indemnity limit
3.17 Panel Counsel	Included	Nil	1 hr per claim
3.18 Previous Business	Included	\$5,000	Indemnity limit
3.19 Public Relations	Included	\$1,000	Indemnity limit
3.20 Reinstatement of Indemnity Limit	Included	\$5,000	N/A
3.21 Statutory Liability	Included	\$1,000	\$100,000

ITEM 9 Optional Extensions:

Optional Extension	Included	Deductible	Sub-limit
4.1 Employment Practices Liability	Excluded	N/A	Nil
4.2 USA and Canada Cover	Excluded	N/A	Nil
4.3 Whistleblower Hotline Access	Excluded	N/A	Nil

ITEM 10 Policy Wording: DUAL Australia Design and Engineering Professional Indemnity Wording (08.14).pdf

ITEM 11 Insurer: DUAL Australia Pty Ltd on behalf of certain underwriters at Lloyd's
Unique Market Reference
Professional Indemnity: B0775UPD05817A
Cyber Liability: B1161LS10116

ITEM 12 Endorsements applying to this policy:

1035 Cyber Liability Endorsement

Unique Market Reference: B1161LS10116



Professional Indemnity Schedule

All words in bold within the policy or this schedule shall have the meaning given to them in Section 6 of the policy entitled "Definitions".

Third Party Cyber Liability

We will indemnify the **insured** for the sums the **insured** becomes liable to pay as compensation if, during the **insurance period** and as a result of the **insured's** business, any party brings a **claim** against the **insured** arising from:

- a. the content of the **insured's** email, intranet, extranet or **website** including alterations or additions made by a **hacker**, but not connected with any professional business activity for a client, and due to:
 - i the **insured's** infringement of any intellectual property rights, including any copyright, trademark, passing off or linking to or framing of another page;
 - ii any defamatory statement on the **insured's website** or in the **insured's** email, concerning the **insured's** client or business competitor;
 - iii the **insured's** breach of confidence or infringement of any right to privacy;
- b. the **insured's** negligent transmission of a computer **virus**, worm, logic bomb or Trojan horse to anyone with whom the **insured** transacts business with, or who uses the **insured's website** in the course of their business;
- c. the **insured's** unauthorised collection or misuse of any data concerning any customer or potential customer of the **insured** which is either confidential or subject to statutory restrictions on its use and which the **insured** obtained through the internet, extranet or **website** and hold electronically.
- d. a third party's good faith reliance on a **hacker's** fraudulent use of the **insured's** encrypted electronic signature, encrypted electronic certificate, email or **website** where there was a clear intention to cause the **insured** loss or obtain a personal gain for the **hacker**.

First Party Hacker Damage

We will pay the reasonable and necessary costs and expenses the **insured** incurs with **our** prior written consent if, during the **insurance period**, a **hacker** damages, destroys or alters the **insured's website** or **computer system**.

Such costs and expenses are to be payable to repair or replace the affected part of the **website** or **computer system** to the same or equivalent standard and with the same contents or as near as reasonably possible as immediately before such **website** or **computer system** was damaged, destroyed or altered.

Cyber Extortion

We will indemnify the **insured** against the ransom paid with **our** prior written consent if, during the **insurance period**, a **hacker** threatens to damage the **insured's website** in a way which would be covered by this Endorsement. If the ransom demanded is for goods or services, **we** will indemnify the **insured** to the extent of their market value at the time of surrender, provided the **insured** can prove the ransom has been surrendered under duress and that prior to agreeing the payment of such ransom the **insured** had taken all reasonable efforts to determine the ransom threat was genuine, and ensured that at least one of the **insured's** senior officers agreed to the ransom's payment.

We will also pay, under this Cyber Extortion Clause any advertising or publicity expenses reasonably and necessarily incurred and, with **our** prior written consent, in contacting any people who attempted to use the **website** whilst it was damaged, destroyed or altered.

Limit of Liability for Cyber Risks

The cover provided under this Endorsement is limited to \$100,000 any one **claim** and in the aggregate for all **claims** inclusive of **defence costs**. A separate **deductible** of \$1,000 inclusive of costs will apply under this Endorsement.

Continuous Cover

The benefit of Continuous Cover shall not be available under this Endorsement.

Definitions for this Endorsement Only

- i. **Claim** means a written demand or proceedings by a party other than the **insured** for monetary compensation or damages.
- ii. **Computer system** means the **insured's** own computer network, including any third party software programs.
- iii. **Hacker** means anyone who specifically targets the **insured** and gains access to the **insured's website** via the internet or other external electronic link, solely by electronically circumventing the security systems in place to protect against such access.
- iv. **Programme** means a set of instructions written in a computer language that tells a computer how to process data or interact with ancillary equipment.
- v. **Virus** means **programmes** that are secretly introduced without the **insured's** permission or knowledge including but not limited to malware, worms, Trojans, rootkits, spyware, dishonest adware, crimeware and other malicious unwanted software.
- vi. **Website** means any website(s), intranet or extranet where the **insured** has full control over the content and which the **insured** operates for the promotion of the **insured's** own business.



Professional Indemnity Schedule

All words in bold within the policy or this schedule shall have the meaning given to them in Section 6 of the policy entitled "Definitions".

Exclusions for this Endorsement only

We will not make any payment for any **claim** or loss directly or indirectly due to:

- a. any **virus**, worm, logic bomb or Trojan horse written or created by the **insured**, or
- b. any self-replicating or malicious code that was not specifically targeted to the **insured's** system, or
- c. the infringement of any patent, or;
- d. the use or provision of any games, or any gaming, gambling, lottery or auctioneering facilities or services, or;
- e. the failure or interruption of the service provider by an internet service provider or any telecommunications or other utility provider, or;
- f. any pornographic, sexually explicit or obscene material unless arising directly from the activities of a **hacker** , or;
- g. any defamatory statement concerning any partner, director or employee of the **insured** or a self-employed freelancer directly contracted to the **insured** and under the **insured's** supervision, or;
- h. the **insured's** liability under any contract which is greater than the liability the **insured** would have at law without the contract; or.
- i. any data or software unique to the **insured's** business; or;
- j. anyone's employment with or work for the **insured**, or any breach of an obligation owed by the **insured** as an employer or any kind of discrimination, harassment or unfair treatment, or
- k. Any personal liability incurred by a director or officer of the **insured** when acting in that capacity or managing the **insured's** business, or the **insured's** breach of fiduciary duty, or any statement, representation or information concerning the **insured** or the **insured's** business contained in the **insured's** accounts, reports or financial statements, or,
- l. the **insured's** supply, manufacture, sale, installation or maintenance of any product, or;
- m. any statement the **insured** knew or ought reasonably to have known was defamatory at the time of publication, or;
- n. any claim arising from any failure by any equipment including any hardware or software to correctly recognize any given date or to process any data or to operate properly due to any failure to correctly recognize any given date, or
- o. any trading loss or trading liability including those arising from the loss of any client, account or business, or;
- p. any liability arising from any user generated content, or
- q. any claim, including arbitration, brought outside Australia or New Zealand. This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts; or
- r. fines and contractual penalties, punitive or exemplary damages; or
- s. any unauthorized or fraudulent use of any credit ,debit, charge, store card or card with a similar purpose or function;or
- t. any act, breach, omission or infringement the **insured** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore.

We will not make any payment under this Endorsement if the **insured** has failed to:

- i. take reasonable steps to use, maintain and upgrade any program which protects against computer viruses or any unauthorised use of or access to the **insured's computer system**, electronic link or **website**; and/or
- ii. make back-up copies of any data, file or program at reasonably frequent intervals; and/or
- iii. cancel any user name, password or other security protection after the **insured** knew or had reasonable grounds to suspect that it had been made available to any unauthorised person or parties.

We will not make any payment under the Endorsement unless the **insured** notifies us promptly of the following within the **insurance period**, or at the latest within 14 days after it expires for any problem the **insured** first becomes aware of in the 7 days before expiry:

- (a) the **insured's** first awareness of any fraud, threatened fraud or suspicion of fraud involving the **insured's website**, electronic signature or electronic mail;
- (b) any damage, destruction or alteration to the **insured's website** or **computer system**;
- (c) the **insured's** first awareness of any threat to damage the **insured's website**.

We will not make any payment under this Endorsement if the **insured** does not inform the police of any ransom demand as soon as is practicable.

We will not make any payment for any **claim** or loss under this Endorsement that is covered under any section of this **policy**.



Professional Indemnity Schedule

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Except as otherwise provided in this Endorsement, the Insuring Clause and all other terms and conditions shall have full force and effect.

1002 Costs Exclusive Deductible Endorsement

It is agreed that Item 6 is amended to include Exclusive of **defence costs** deductible.

The **policyholder** is responsible for the **deductible** in respect of each and every **claim**.

We are only liable to indemnify the **insured** for that part of the **policyholder's** liability in excess of the **deductible** in respect of each **claim**.

Except as otherwise provided in this endorsement, the Insuring Clause and all other **policy** terms and conditions shall have full force and effect.

1008 Specific Matters Exclusion

It is agreed that this **policy** is amended to include the following Exclusion.

We will not cover the **insured** for **loss, defence costs, legal representation costs** or other amounts in respect of any **claim** or liability arising from or directly or indirectly attributable to or in consequence of any matters as detailed in email from Austcover dated 3/3/2016.

Except as otherwise provided in this endorsement, the Insuring Clause and all other **policy** terms and conditions shall have full force and effect.

Signed:

Signed by DUAL Australia Pty Ltd on behalf of certain underwriters at Lloyd's