



ADTA Endorsements Effective 01/08/23

Professional Indemnity section:

VICARIOUS LIABILITY

Notwithstanding any provision to the contrary within the Policy, it is declared and agreed

that Cover is extended to any employer company of any natural person noted as the Insured in the Schedule, for its vicarious liability, for Claims and Covered Claims of the type and on the basis specified in this Policy, arising directly from the conduct of the Professional Services by the Insured.

We only provide this Cover to such company if:

- (a) such company agrees to be bound by this Policy; and
- (b) to be liable individually, and together, with the Insured, for paying the Excess (or any other payment due to Us under this Policy) in respect of any Cover provided to such company under this Policy.

In all other respects the Policy remains unaltered

MOLESTATION

It is declared and agreed that the following Exclusion applies to the Policy:

Sexual or Other Misconduct

- a) Notwithstanding any provision to the contrary within the Policy, it is declared and agreed that We do not provide Cover for any Claims or Covered Claims based upon, directly or indirectly arising from or attributable to any actual or alleged molestation of, interference with bullying of, mental abuse of or physical abuse of any person.
- b) Notwithstanding a) above, it is declared and agreed that, We will to the extent permitted by law, pay all reasonable and necessary Claim Investigation Costs of investigating, defending or settling any Claim or Enquiry otherwise excluded by a) above in so far as such conduct was committed or allegedly committed by an Insured in the course of the Professional Services provided that:
 - i. nothing in this Policy shall require Us to Cover any Insured who has committed any of the conduct referred to the first paragraph of this endorsement; and

- ii. if We elect not to take over and conduct the investigation, defence or settlement of the Claim or Enquiry, Our written consent is obtained prior to the Insured incurring such Claim Investigation Costs (such consent not to be unreasonably withheld);
- iii. the Specific Cover Limit for the payment of such Claims Investigation Costs is \$250,000 in the aggregate for all such Claims Investigation Costs;
- iv. the Excess applicable to such Claim Investigation Costs is \$5,000 each and every Claim or Enquiry;
- v. the Insured on whose behalf or for whose benefit Claims Investigation Costs were paid, shall repay to Us and We reserve the right to recover all such Claims Investigation Costs in the event and to the extent that:
 - 1. a written admission by the Insured of any conduct referred to in the first paragraph of this Endorsement; or
 - 2. it is subsequently established, directly or indirectly, by judgment or other final adjudication, that conduct of the type referred to in the first paragraph of this Endorsement occurred.

In all other respects the Policy remains unaltered

BODILY INJURY

Notwithstanding any provision to the contrary within the Policy, it is declared and agreed that a Specific Cover Limit will apply to Cover for Claims based upon, directly or indirectly arising from or attributable to bodily injury (including mental anguish or emotional distress), sickness, disease or death arising from the provision of Professional Services.

For the purposes of this Endorsement, the Specific Cover Limit for such Claims specified above is \$2,000,000 for any one Claim and in the aggregate for all such Claims, inclusive of Claims Investigation Costs.

In all other respects the Policy remains unaltered.

POLICY NUMBER

Notwithstanding any provision to the contrary within the Policy, it is declared and agreed that any Policy Number contained within any Certificate of Currency provided in relation to this risk is a temporary Policy Number only and is replaced by the Policy Number referred to in this Policy Schedule.

In all other respects the Policy remains unaltered.

Broadform Liability section:

DRIVER ENDORSEMENT

Notwithstanding any provision to the contrary within the Policy, it is declared and agreed that Exclusion 6.2 Motor Vehicles is deleted and replaced by the following;

Liability to pay compensation for Personal Injury or Property Damage arising out of the ownership, possession, operation or use of any Vehicle:

(a) Which is registered or which is required under any legislation to be registered; or

(b) In respect of which compulsory liability or statutory indemnity is required by virtue of any legislation (whether or not that insurance is effected); and

(c) Provided that exclusions 6.2 (a) and (b) above do not apply to Personal Injury where:

(i) Vehicles are being operated or used by the Insured as a Tool of Trade.

In all other respects the Policy remains unaltered.

POLICY NUMBER

Notwithstanding anything else to the contrary, it is declared and agreed that any Policy Number contained within any Certificate of Currency provided in relation to this risk is a temporary Policy Number only and is replaced by the Policy Number referred to in this Policy Schedule.

In all other respects the Policy remains unaltered.

CYBER EXCLUSION

It is declared and agreed that the following Exclusion applies to the

Policy:

Exclusion 6.18 of the Policy 'Electronic Data' is deleted and replaced with the following:

6.18 Cyber Exclusion

- a) arising out of Property Damage, defamation, humiliation, shock, fright, mental anguish, mental injury or breach of privacy directly or indirectly caused by, contributed to by or as a consequence of a Cyber Act;
- b) arising out of the Policyholder's Products directly or indirectly caused by, contributed to by or as a consequence of a Cyber Act;
- c) directly or indirectly caused by, contributed to by or as a consequence of Electronic Data Loss caused by a Cyber Act; or
- d) directly or indirectly caused by, contributed to by or as a consequence of an act, error or omission by or on behalf of the Insured in controlling, preventing, suppressing, retaliating against or responding to a Cyber Act or Electronic Data Loss caused by a Cyber Act.

However, this Exclusion does not apply to Claims for:

- e) Personal Injury, excluding mental anguish or mental injury;
- f) Property Damage, excluding Electronic Data; or
- g) Advertising Injury,
directly caused by a Cyber Act.

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

- i. 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, Electronic Data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
- ii. Cyber Act means any actual or alleged illegal, malicious, reckless, wilful or criminal act or series of related illegal, malicious, reckless, wilful 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
- iii. Electronic Data Loss means the loss of use of, loss of access to, total or partial destruction of, corruption of, alteration of, misappropriation of, reduction in functionality of, repair of, replacement of, restoration of, reproduction of, error in the creation of, error in the amendment of, error in the entering of, deletion of, or theft of Electronic Data including any monetary amount pertaining to the value of such Electronic Data, the infringement of intellectual property rights and breach of confidentiality.

In all other respects the Policy remains unaltered.

SILICOSIS EXCLUSION

Notwithstanding any provision to the contrary within this Policy, it is declared and agreed that We will not be liable to indemnify the Insured in respect of any liability directly or indirectly caused by, contributed to by, or in consequence of the actual or alleged inhalation of, or exposure to silica in any form.

In all other aspects the Policy remains unaltered.