

# CGU Professional Risks Insurance

## SCHEDULE CONTINUED

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For Policy No. 05MIS0289810

### DETAILS OF SPECIAL CONDITIONS

#### 1. YEAR 2000 EXCLUSION

We do not cover Claims arising in any way out of or in respect to any computer program, software products, computer data processing equipment or media, microchip, programmed logic controllers, integrated circuit or any electronic equipment that has been designed, specified, recommended, sold, supplied, installed, modified, maintained or used by or on behalf of the Insured which fails to:

- (i) correctly recognise any date as its true calendar date; or
- (ii) capture, save or retain and/or correctly manipulate, interpret or process any data, information, command or instruction as a result of treating any date otherwise than as its true calendar date; or
- (iii) capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes a loss of data or the inability to capture, save, retain or correctly process such data on or after any date; or
- (iv) otherwise fails to correctly or effectively provide for the change of date when the Year 1999 concludes and the Year 2000 commences.

Further, we do not cover Claims arising from or in respect to any duty of the Insured to have, at any time, provided or acted upon a report or advice in respect of any issue related to Year 2000 conformity as defined in the Standards Australia/Standards New Zealand SAA/SNZ MP 77 document. In all other respects the Policy remains unaltered.

#### 2. SCHOOLS UNIVERSITIES COLLEGES

It is hereby expressly declared and agreed that the indemnity herein provided relates to the liability of the Insured to the students of the school/college arising from the Professional Services Covered by this Policy by reason of any act, error or omission including but not limited to first aid medical treatment rendered by staff.

Notwithstanding anything else to the contrary herein contained, it is hereby expressly declared and agreed that this Policy shall only indemnify the Insured for liability to pay compensation for pure economic loss which is not causally consequent upon physical injury to the person or property of the party claiming against the insured unless such injury or damage is caused to a student and arises out of an act, error or omission of the insured or its teaching staff while acting in their professional capacity in academic instruction or in the supervision of academic activities.

For the purposes of this policy the definition of "academic activities" shall not include sporting and/or outward bound activities.

#### 3. NON-CUMULATIVE CLAUSE

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Notwithstanding anything to the contrary stated in the Policy or endorsed thereon it is hereby declared and agreed that this Policy shall be non-cumulative with other insurance policies issued by Us and the respective limits of liability of such other policies shall not be increased by virtue of the existence of such other insurance policies. In the event of a Claim arising where more than one insurance policy is issued by Us, the maximum limit of Our liability shall be equivalent to the highest limit of liability under any one of the policies issued by Us.

#### 4. SEXUAL MOLESTATION ENDORSEMENT

##### (SCHOOLS ONLY)

It is hereby declared and agreed that in respect of any claim or claims arising directly or indirectly out of sexual assault, molestation, harrassment, interference or consequences thereof, this policy will extend cover only to formal/recognised schools of learning, provided always that:

- (1) Personal Liability of any individual is not covered. Cover is only extended to the Insured for its Vicarious Liability
- (2) Cover is not provided to any person or entity who allegedly or actually committed, assisted or condoned such sexual assault, molestation, harrassment or interference.
- (3) Cover is Limited to defence costs only. Maximum Cover is \$500,000 any one claim and in the aggregate for the policy period for acts covered under this endorsement. Such Limit shall be inclusive of the Total Sum Insured as stipulated in Item 7.1 of the Schedule.
- (4) The Excess applying to this endorsement shall be \$10,000 Cost Inclusive for each and every claim.

\*  
It is further declared and agreed that in addition to Section 7.2 Claims Co-Operation, the claim is deemed to have been notified when such claim is first reported by the Headmaster or Principal of the Insured.

\*  
In all other respects the Policy remains unaltered.

#### 5. PROFESSIONAL SERVICES COVERED

Item 3 of the Policy Schedule;  
Professional Services covered by this Policy are the provision of the following activities:-

- \*\* Pastoral Care
- \*\* Services related to Schools
- \*\* Nursing/Retirement Home activities
- \*\* Social Welfare
- \*\* Child Care
- \*\* Counselling
- \*\* Missionary Work

Further, it is agreed that this Policy shall extend to cover Australian Christian Services for their Professional Services as Insurance Agents.

#### 6. GOOD SAMARITAN ACTS

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The Company will Indemnify any medically qualified employee of the Insured in respect of legal liability arising from the rendering of emergency first aid assistance to persons during the course of travel between the Insured Institution and the employees place of residence or vice versa.

**7. EXCESS FOR AUST. CHRISTIAN INS**

It is hereby declared and agreed that Item 7.2(a) of the policy Schedule has been amended to \$2,000 in respect of of Australian Christian Ins.  
In all other respects the policy remains unaltered.

**8. DEFINITION OF THE INSURED**

It is hereby declared and agreed that:  
12.9 The Insured (b) any entity which is engaged in the Insured Professional Business Practice and which is created and controlled....

\*  
For the Purposes of this endorsement the term "controlled" shall be deemed to mean any entity which Assemblies of God in Australia Directly or Indirectly controls the composition of th. Board of Directors or half the issued share capital.

\*  
In all other respects the Policy remains unaltered.

**CGU** | Professional  
Risks Insurance

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CGU PROFESSIONAL RISKS INSURANCE  
A DIVISION OF CGU INSURANCE LIMITED ACN 004 478 371