



# Liability

## Insurance Schedule

Date: 01/07/2024

POLICY NUMBER: 008UN/0313973

**Insured:** Department of Employment and Workplace Relations  
Category A  
All Job Seekers and Participants engaged in approved activities authorised by and under the control of the Insured, their providers or host organisations.  
Category B  
All Job Seekers and Participants engaged in approved online activities whilst in the Insured Person's home for no more than ten (10) hours per week, as authorised by the Insured.  
Category C  
All Job Seekers and Participants engaged in approved online activities whilst in the Insured Person's home for no more than twenty five (25) hours per week, as authorised by the Insured.

**Additional Insureds:** None Applying

**Interested Parties:** None Applying

**Period of Insurance:** From: 30/06/2024 at 4:00 PM at the Insureds principal place of business  
To: 30/06/2025 at 4:00 PM at the Insureds principal place of business

**Business:** All Participants engaged in the various approved employment assistance programs organised by or on behalf of the Department of Employment and Workplace Relations as administered by contracted service providers on behalf of, or under funding arrangements administered by, the Department of Employment and Workplace Relations, or any department, agency or authority of the Commonwealth which is responsible for administering each arrangement from time to time and/or its/their subsidiary and/or related bodies corporate, as defined in the Corporations Act 2001, (including those acquired or incorporated during the Period of Insurance)

**Principal Place of Business:** 16-18 Mort Street, Canberra ACT 2601

**Estimated Participants:** 209,438

**Specified Contracts:** None Applying



## LIMIT OF INDEMNITY

|                          |              |                             |
|--------------------------|--------------|-----------------------------|
| Public Liability         | \$20,000,000 | any one Occurrence          |
| Product Liability        | \$20,000,000 | any one Period of Insurance |
| Care Custody and Control | \$250,000    | any one Period of Insurance |

## EXCESS

|                 |         |                    |
|-----------------|---------|--------------------|
| Personal Injury | \$1,000 | any one Occurrence |
| Property Damage | \$1,000 | any one Occurrence |

## WORDING

AJG Gov LIA wording Ver 12.15

## ENDORSEMENTS

### Cyber and Data Total Exclusion Endorsement

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy does not apply to any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
  - 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;regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. This endorsement supersedes any other wording in the Policy or any endorsement thereto having a bearing on a Cyber Act, Cyber Incident or Data, and, if in conflict with such wording, replaces it.
4. If the Underwriters allege that by reason of this endorsement that loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

### Definitions

5. 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 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.

6. 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.
7. Cyber Incident means:
  - 7.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
  - 7.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
8. 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.

LMA5468 4 November 2020

### **Biosecurity Exclusion (062020 v 1)**

The following additional Exclusion is added to the policy;

The Insurer shall not be liable to indemnify the Insured in respect of any claim, liability, loss, cost, expense, directly or indirectly arising out of, related to, or in connection with a Listed Human Disease or any directly or indirectly related condition or threat or fear thereof (whether actual or perceived).

Listed Human Disease shall mean any disease declared to be a listed human disease under the Biosecurity Act 2015 (Cth) or its current equivalent, as amended or replaced from time to time, or any infectious disease that is declared a pandemic by the World Health Organisation.

### **Sanction Limitation and Exclusion Clause**

The Insurer shall not provide cover nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the insurer or any member of the insurer's group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

### **Participants transitioning to Services Australia**

Services Australia is noted as an Additional Insured to this Policy but only with respect to cover participants who have commenced a Provider Sourced Voluntary Work placement that was approved by a Provider and administered by the Department of Employment & Workplace Relations (DEWR) and are then transferred to and administered by Services Australia. This Policy does not provide any cover to participants whose voluntary work placements are subsequently directly approved or renewed by Services Australia.



**PREMIUM AND CHARGES**

As Agreed

Adjustment Rate: Not Applicable

**INSURER**

50% Certain Underwriters at Lloyd's under Agreement No. B1263EC0011624

50% Berkley Insurance Company trading as Berkley Re Australia (ABN 53 126 559 706)

Signed on Behalf of the Insurer

Date: 01/07/2024

