

# Canopius Australia & Pacific Public & Products Liability

# **Policy Schedule**

**Insured:** The Contractors of GoPeople Pty Ltd and/or subsidiary and/or related

Corporations as defined under Australian Corporations Law and/or financiers and all parties for whom the Insured undertakes to insure

for their respective rights, interests and liabilities.

Address: C:/ HMD Insurance

**Business:** Principally Covering all insureds persons whilst engaged via the Go

People Platform with respect to the pickup and delivery of parcels connected to work derived from the Go People Platform and any

other activity incidental thereto.

Period of Insurance: From: 1 July 2025 16:00 hours Local Standard Time

To: 1 July 2026 16:00 hours Local Standard Time

The Underwriters hereby give notice of cancellation at the above expiry date. This is for the purposes of review and does not signal the

Underwriters intention not to renew the Policy.

Geographical Scope: Australia

**Limits of Indemnity:** 

Section 1

**Public Liability:** AUD 20,000,000 any one claim or series of claims arising from one

occurrence

Section 2

**Products Liability:** AUD 20,000,000 any one claim or series of claims arising from one

occurrence but in the annual aggregate

Section 3

**Pollution Liability:** AUD 20,000,000 any one claim or series of claims arising from one

occurrence but in the annual aggregate

**Defence Costs:** Inclusive

**Deductible(s):** AUD 500 any one claim or series of claims arising from the one

occurrence



**Sub Limits:** 

**Property in Custody** 

or Control AUD 500,000 any one claim or series of claims arising from one

occurrence but in the annual aggregate

**Policy:** Canopius Public & Products Liability Policy (v2.0)

**Endorsements:** Communicable Disease Exclusion

Cyber Liability Exclusion Sanctions Clause Molestation Exclusion

Legal Defence Costs Extension

Premium: As agreed

Brokerage: As agreed

Order Hereon: 100%

**Canopius Participation:** 100%

Security: Canopius Asia Pte. Ltd trading as Canopius Australia & Pacific on

behalf of Canopius Managing Agents (Syndicate 4444)

Policy Reference: J20155BAA

Signature / Stamp:

16 782 5525

Date of Signature / Stamp: 1 July 2025



## Additional Endorsements to apply:

The following additional Exclusion is Added to the Policy:

### **COMMUNICABLE DISEASE EXCLUSION**

- 1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
- 2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
- 3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
- 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- 3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

LMA5396

17 April 2020

The following additional Exclusion is added to Exclusions applicable to all Sections of the Policy:

# CYBER and DATA LIMITED EXCLUSION ENDORSEMENT (Other than Bodily Injury or Property Damage arising out of a Cyber Incident)

- 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, unless subject to the provisions of paragraph 5.
- In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 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.



- If the Underwriters allege that by reason of this endorsement loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.
- However, clause 1.1 of this Exclusion shall not apply in respect of any actual or alleged liability for and/or arising out of:
- 5.1 any ensuing third party bodily injury (other than mental injury, mental anguish or mental disease); or
- 5.2 any ensuing physical damage to or destruction of third party property resulting from or arising out of a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act. Nothing contained in the foregoing shall provide any coverage for any action taken in controlling, preventing, suppressing or remediating a Cyber Incident or a Cyber Act.

### **Definitions**

- 6 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.
- 7 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.
- 8 Cyber Incident means:
- 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
- 8.2 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.
- 9 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.

LMA5469

4 November 2020

The following additional Exclusion is added to Exclusions applicable to all Sections of the Policy:

# **SANCTIONS CLAUSE**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall 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 that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America, Australia or New Zealand.

The following additional Exclusion is added to Exclusions applicable to all Sections of the Policy:



# **MOLESTATION EXCLUSION**

This Policy excludes legal liability for Injury arising out of or as a result of the molesting or interfering with any person by:

- a. You,
- b. Any Person Employed,
- c. Any person acting on Your behalf.

The Underwriters shall have no obligation to defend any action, suit or proceeding against You either directly or vicariously seeking compensation for such Injury.

All other terms exclusions and conditions of the Policy remain unaltered.

### **LEGAL DEFENCE COSTS EXTENSION**

We agree to cover Your legal defence costs for unfounded allegations that fall outside of the Business description of this Policy irrespective of whether indemnity is granted by Us. This extension however will not prejudice our ability or decision to deny indemnity under this Policy.

This extension is sub-limited to:

AUD 25,000 any one claim or series of claims arising from one occurrence but in the annual aggregate.

All other terms exclusions and conditions of the Policy remain unaltered.