

## CERTIFICATE OF INSURANCE

**From:** Tayla Holmes

We hereby confirm that we have arranged the insurance cover mentioned below:

Wildcare Incorporated  
Private & Confidential  
GPO Box 1751  
HOBART TAS 7001

**Date:** 12/01/2021  
**Our Reference:** WILDCARE  
**RENEWAL**

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**Class of Policy:** Association Liability  
**Insurer:** Chubb Insurance Company Of Australia  
Level 14, 330 Collins St., Melbourne, Vict., 3000  
ABN: 23 001 642 020  
**The Insured:** Wildcare Incorporated

**Policy No:** 93309173  
**Invoice No:** 592814  
**Period of Cover:**  
From 31/12/2020  
to 31/12/2021 at 4:00 pm

**Details:**

See attached schedule for a description of the risk insured

**IMPORTANT INFORMATION**

The Proposal/Declaration:

- is to be received and accepted by the Insurer
- has been received and accepted by the Insurer

The total premium as at the above date is:

- to be paid by the Insured
- part paid by the Insured
- paid in full by the Insured
- paid by monthly direct debit

Premium Funding

- This policy is premium funded

AT THE TIME OF PRINTING ALL INFORMATION ON THIS CONFIRMATION IS CORRECT.  
HOWEVER, WE ARE NOT RESPONSIBLE FOR ANY CHANGES THAT MAY OCCUR AFTER THIS DATE.

Signature: .....

On behalf of: **Steadfast Taswide Insurance Brokers**

## Schedule of Insurance

**Class of Policy:** Association Liability  
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### ASSOCIATION LIABILITY

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Organisation: Wildcare Incorporated

#### Liability Coverage:

	Limit	Deductible
Management Liability	\$5,000,000	NIL
Organisation Indemnification	\$5,000,000	NIL
Legal Representation Expenses	\$5,000,000	\$1,500
Outside Directorship Liability	\$5,000,000	NIL
Organisation Liability	\$5,000,000	\$5,000
Employment Practices Liability	\$5,000,000	\$7,500
Professional Services Liability	\$5,000,000	\$5,000

#### Crime Coverage

Employee Theft	\$250,000	\$5,000
Premises Coverage	\$250,000	\$5,000
In Transit Coverage	\$250,000	\$5,000
Forgery Coverage	\$250,000	\$5,000
Computer Fraud Coverage	\$250,000	\$5,000
Funds Transfer Fraud Coverage	\$250,000	\$5,000
Counterfeit Currency Fraud Coverage	\$250,000	\$5,000
Credit Card Fraud Coverage	\$250,000	\$5,000
Client Coverage	\$250,000	\$5,000
Expenses Coverage Clause 1J	\$25,000	NIL

#### Kidnap Ransom and Extortion Coverage

Kidnap and Extortion Coverage	\$1,000,000	NIL
Custody Coverage	\$1,000,000	NIL
Expense Coverage	\$1,000,000	NIL
Recall Expenses	\$25,000	NIL
Rest and Rehabilitation Expenses	\$25,000	NIL
Accidental Loss Coverage	\$500,000	NIL
Legal Liability Cost Coverage	\$1,000,000	NIL

#### Liability Coverage Conditions

- Financial Impairment Exclusion Insolvency Maintains
- Pending or prior litigation date: 18/08/2012
- Sub Limits

Civil Fines and Pecuniary Penalties for Organisation Claims:	\$1,000,000
Attendance Compensation	\$500 per day \$100,000 each policy year
Tas Audit Expenses	\$150,000
Prosecution and Reputation Protection Costs	\$250,000
Crisis Expenses	\$100,000

- Dedicated Additional Limit of Liability for Directors and Officers \$500,000
- Organisation: Wildcare Incorporation
- Endorsements:

Absolute Bodily Injury/property Damage Exclusion  
(Exclusion includes removal of OH&S Extension)

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It is agreed that;

1. the section headed Exclusions, A. Exclusions applicable to all insuring clauses, is amended by deleting the Bodily Injury and Property Damage exclusion in its entirety and replacing it with the following:  
 iii. Based upon, arising from, or in consequence of bodily injury, mental or emotional distress, sickness, disease, death, disability, shock, mental injury, false imprisonment, wrongful eviction, wrongful entry, wrongful detention, malicious prosecution, libel, slander, defamation, humiliation, invasion of privacy; or damage to or destruction of any tangible property, including loss of use thereof, whether or not it is damaged or destroyed;

2. the section headed Extensions is amended by deleting the Occupational Health and Safety, Corporate Manslaughter Costs or Expenses Extension in its entirety.  
 The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

#### Legal Advice Exclusion

It is agreed that the section headed Definitions is amended by deleting the second paragraph of the Professional Services definition and replacing it with the following;

Professional Services shall not include:

- i. the provision of financial or investment advice;
- ii. the provision of legal advice or legal services
- iii. medical treatment, medical care or medical advice, cancelling or health care services; or
- iv. professional services for a fee, commission or remuneration (other than as set forth in paragraphs a) through b) above).

The title and any headings in this endorsements are solely for convenience and form part of the terms and conditions or coverage.

## CRIME AMENDATORY ENDORSEMENT WITH SOCIAL ENGINEERING FRAUD COVERAGE

It is agreed that:

1. Section 1. Insuring Clauses, is amended by deleting E. Computer Fraud Coverage, in its entirety and replacing it with the following:

#### *E. Computer Fraud Coverage*

The Company shall pay the **Principal Organisation** for direct loss of **Money, Securities or Property** sustained by an **Insured** resulting from **Computer Fraud** committed by a **Third Party** after such **Third Party** commits a **Computer Violation** which direct loss is **Discovered** during the **Policy Period** or Extended Discovery Period.

2. Section 2. Definitions, is amended by deleting **Computer Fraud**, in its entirety and replacing it with the following:

**Computer Fraud** means the unauthorised:

- (a) transfer, payment, or delivery of **Money** or **Securities**; or
  - (b) transfer or delivery of **Property**.
3. Section 2. Definitions, is amended by deleting **Computer System**, in its entirety and replacing it with the following:

**Computer System** means computer hardware, software, firmware, and the data stored thereon, as well as associated input and output devices, data storage devices, networking equipment and storage area network or other electronic data backup facilities which are leased, owned or operated by an **Insured** or operated for the benefit of an **Insured** by another entity under written agreement with such **Insured**

4. Section 2. Definitions, is amended by deleting

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**Computer Violation**, in its entirety and replacing it with the following:

**Computer Violation** means the fraudulent:

- (a) unauthorised access into a **Computer System**;
- (b) entry of **Data** into or deleting of **Data** from a **Computer System**;
- (c) direct change to **Data** elements or program logic of a **Computer System**, which is kept in a machine-readable format; or
- (d) introduction of self-executing instructions or programming language in the form of a virus or other malicious software directly into a **Computer System**,

directed against an **Insured**.

5. Section 2. Definitions, is amended by deleting **Money**, in its entirety and replacing it with the following:

**Money** means currency, coin, bank notes and bullion, cheques, travellers cheques, registered cheques, postal orders, money orders held for sale to the public or funds.

6. Section 3. Exclusions, A. Exclusions Applicable to all Insuring Clauses, is amended by adding the following:

(xiv) *Cryptocurrency*

loss of cryptocurrency or any other electronic or digital currency not authorized or adopted by a sovereign government as part of its currency.

7. The following is added to Section 3. Exclusions: Exclusions Applicable to Insuring Clauses 1.B, 1.C, 1.D, 1.E, 1.F or 1.H

No coverage is available under Insuring Clauses 1.B, 1.C, 1.D, 1.E, 1.F or 1.H for:

(i) *Fraudulent Instructions*

loss resulting from any transfer, payment or delivery of **Money, Securities** or **Property** as the direct result of **Social Engineering Fraud**.

8. Adding the following to the section headed Insuring Clauses:

K. Social Engineering Fraud Coverage

The Company shall pay the **Principal Organisation** for direct loss resulting from an **Organisation** having transferred, paid or delivered any **Property, Money** or **Securities** as the direct result of **Social Engineering Fraud** committed by a person purporting to be a **Vendor, Client** or an **Employee** who was authorised by the **Organisation** to instruct other **Employees** to transfer **Property, Money** or **Securities**.

9. Adding the following to Item 1. of the Schedule:

Insuring Clauses	Limit of Liability	Deductible
K. Social Engineering Fraud Coverage:	\$25,000	\$5,000

10. Section 3. Exclusions, A. Exclusions Applicable to All Insuring Clauses, (xiii) Authorised Representative, is deleted in its entirety and replaced with the following:

(xiii) Authorised Representative  
loss or damage due to **Theft**, fraud, dishonesty, **Computer Fraud, Fund Transfer Fraud, Counterfeit Currency Fraud, Credit Card Fraud, Social Engineering Fraud** or any criminal act (other than **Robbery** or **Safe Burglary**) committed by any authorised representative of an **Insured**, whether acting alone or in collusion with others, provided that this Exclusion does not apply to loss otherwise covered under Insuring Clause I.A or I.I resulting from **Theft**, fraud or dishonesty committed by an **Employee** acting in collusion with such authorised representative.

11. Section 3. Exclusions, A. Exclusions Applicable to All Insuring Clauses, (x) Exchange or

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12.

Purchase, is deleted in its entirety.  
 Section 3. Exclusions, D. Exclusion Applicable to Insuring Clause I.B, I.C, I.E or I.F, (i) Kidnap, is deleted and replaced with the following:

(i) Kidnap

No coverage will be available under Insuring Clause I.B, I.C, I.E or I.F or Social Engineering Fraud Coverage Insuring Clause for loss or damage as a result of a kidnap, ransom or other extortion payment (as distinct from **Robbery**) surrendered to any person as a result of a threat to do bodily harm to any person or a threat

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to do damage to any property;

13.

Adding the following to Section 3. Exclusions:  
 Exclusions Applicable to the Insuring Clause 1.K

H.

No coverage will be available under Insuring Clause 1.K for:

(i)

loss or damage due to **Theft** by an **Employee**, **Computer Fraud**, **Funds Transfer Fraud**, **Counterfeit Currency Fraud** or **Credit Card Fraud**.

(ii)

loss or damage under Insuring Clause I.D

14.

Adding the following to Section 2. Definitions:

**Social Engineering Fraud** means the intentional misleading of an **Employee**, through misrepresentation of a material fact which is relied upon by an **Employee**, believing it be genuine.

**Vendor** means any entity or natural person that has provided goods or services to an **Organisation** under a legitimate pre-existing arrangement or written agreement.

The title and any headings

### **Kidnap, Ransom and Extortion Coverage Section Cyber Amendment Endorsement**

1. It is agreed that the section headed Insuring Clauses, A. Kidnapping and Extortion Coverage is deleted in its entirety and replaced with the following:

A. Kidnapping and Extortion Coverage

The **Company** shall reimburse the **Principal Organisation** for direct loss of property or other consideration surrendered as payment by or on behalf of an **Principal Organisation** resulting from **Kidnapping** or **Extortion Threat**.

2. It is agreed that the section headed Insuring Clauses, B. Custody Coverage is deleted in its entirety and replaced with the following:

B. Custody Coverage

The **Company** shall reimburse the **Principal Organisation** for direct loss caused by the actual destruction, disappearance, confiscation or unlawful taking of property or other consideration, which is intended as payment for a covered **Kidnapping** or **Extortion Threat**, while being held or conveyed by a person authorised by an **Principal Organisation**.

3. It is agreed that the section headed Insuring Clauses, C. Expense Coverage is deleted in its entirety and replaced with the following:

C. Expense Coverage

The **Company** shall reimburse the **Principal Organisation** for **Expenses** paid by an **Principal Organisation** resulting directly from a covered **Kidnapping** or **Extortion Threat**, or resulting directly from a **Hijacking**, **Political Threat** or **Wrongful Detention**.

4. It is agreed that the section headed Definitions is amended by deleting the definition of Expenses and

replacing it with the following:

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Expenses means:

a (a) solely in connection with a **Kidnapping, Extortion Threat, Political Threat, Hijacking** or **Wrongful Detention**, only the reasonable fees and expenses for or cost of:

- (i) an independent negotiator or consultant;
- (ii) an independent public relations consultant;
- (iii) travel and accommodation of an **Insured Person**;
- (iv) independent legal advice (other than Legal Liability Costs);
- (v) independent security guard services for up to ninety (90) days;
- (vi) advertising, communications and recording equipment;
- (vii) an independent forensic analyst;
- (viii) assessment of such **Extortion Threat** or **Political Threat** by an independent security consultant;
- (ix) interest for a loan taken by an **Organisation** for property or other consideration surrendered as payment under Insuring Clause 1.1 (Kidnapping or Extortion Threat Coverage);
- (x) a reward paid by an **Organisation** to a natural person who provides information not otherwise available leading to the arrest and conviction of the person responsible for such **Kidnapping, Extortion Threat, Wrongful Detention** or **Hijacking**;
- (xi) the **Salary** which an **Organisation** continues to pay an **Employee** following the **Kidnapping, Wrongful Detention** or **Hijacking** of such **Employee**. Such coverage shall apply to the **Salary** of such **Employee** in effect at the time of such **Kidnapping, Wrongful Detention** or **Hijacking** and will end thirty (30) days after such **Employee** is released or suffers **Loss of Life**, or sixty (60) months after such **Kidnapping, Wrongful Detention** or **Hijacking** began, whichever is more recent;
- (xii) the **Salary** which an **Organisation** pays a newly hired natural person to conduct the duties of an **Employee** following such **Kidnapping, Wrongful Detention**, or **Hijacking** of such **Employee**. Such coverage shall apply up to the **Salary** of such **Employee** in effect at the time of such **Kidnapping, Wrongful Detention**, or **Hijacking** and will end thirty (30) days after such **Employee** is released or suffers **Loss of Life**, or sixty (60) months after such **Kidnapping, Wrongful Detention** or **Hijacking** began, whichever is more recent;
- (xiii) **Consequential Personal Financial Loss** which an **Insured Person** suffers as the result of such **Insured Person's** inability to attend to personal financial matters;
- (xiv) reasonable medical, cosmetic, psychiatric and dental expenses incurred following an **Insured Person's** release; and
- (xv) reasonable expenses of rest and rehabilitation, including meals and recreation, for up to thirty (30) days, when such expenses are incurred within twelve (12) months following an **Insured Person's** release; or

(b) solely in connection with an **Extortion Threat** to **Contaminate Merchandise: Recall Expenses**;

5. It is agreed that the section headed Exclusions (A), is amended by deleting and replacing (viii) as follows:

(viii) loss unless the **Kidnapping, Extortion Threat, Political Threat, Wrongful Detention** or **Hijacking** occurs prior to:

- (a) termination of this **Coverage Section** as to any applicable **Insured** and is discovered and communicated in writing to the **Insurer** as soon as practicable, but in no event later than sixty (60) days following the effective date of such termination;
- (b) termination of any Insuring Clause or termination of any particular coverage offered under any Insuring Clause and is discovered and communicated in writing to the **Insurer** as soon as practicable, but in no event later than sixty (60) days following the effective date of such termination; or
- (c) termination of this **Coverage Section** in its entirety and is discovered and communicated in writing to the **Insurer** as soon as practicable, but in no event later than sixty (60) days following the effective date of such termination.

6. It is agreed that the section headed Exclusions (A), is amended by adding the following:

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(xi) loss pursuant to:

- b (a) Cover under the Cyber **Coverage Section**; or
- c (b) any **Cyber Extortion**.

7. It is agreed that the section headed Limits of Liability is deleted and replaced with the following:

#### LIMITS OF LIABILITY

The **Insurer** shall only be liable for a **Kidnapping, Extortion Threat, Hijacking, Political Threat or Wrongful Detention** that first occurs during the **Policy Period**.

The **Insurer's** maximum liability for each loss shall not exceed the **Limit of Liability** applicable to such loss, as shown in Item 1. of the **Schedule**, regardless of the number of **Insureds** sustaining such loss.

The **Insurer's** maximum liability shall not exceed the **Limit of Liability**:

(a) applicable to Insuring Clause 1.1 (Kidnapping or Extortion Threat Coverage) as shown in Item 1.(a) of the **Schedule**: for all loss of property and other consideration actually surrendered as ransom and extortion payments arising from one **Extortion Threat, Kidnapping**, and any related **Extortion Threat, Kidnapping** or a series of related **Extortion Threats or Kidnappings**.

(b) applicable to Insuring Clause 1.2 (Custody Coverage) as shown in Item 1.(b) of the **Schedule**: for all loss of property and other consideration intended as ransom and extortion payments arising from one **Extortion Threat or Kidnapping** and any related **Extortion Threat, Kidnapping** or a series of related **Extortion Threats or Kidnappings**.

(c) Applicable to Insuring Clause 1.3 (Expenses Coverage) as shown in Item 1.(c) of the **Schedule**: for all **Expenses** arising from one **Extortion Threat, Kidnapping, Hijacking, Political Threat or Wrongful Detention** and any related **Extortion Threat, Kidnapping, Hijacking, Political Threat or Wrongful Detention**, or a series of related **Extortion Threats, Kidnappings, Hijackings, Political Threats or Wrongful Detentions**.

(d) Applicable to Insuring Clause 1.4 (Accidental Loss Coverage) as shown in Item 1.(d) of the **Schedule**: for all **Accidental Loss** arising from one **Extortion Threat, Kidnapping, Hijacking or Wrongful Detention** and any related **Extortion Threat, Kidnapping, Hijacking or Wrongful Detention**, or a series of related **Extortion Threats, Kidnappings, Hijackings or Wrongful Detentions**.

(e) Applicable to Insuring Clause 1.5 (Legal Liability Costs Coverage) as shown in Item 1.(e) of the **Schedule**: for all **Legal Liability Costs** arising from one **Kidnapping, Hijacking, Wrongful Detention or Extortion Threat** (as described in sub-paragraph (a) of the definition of **Extortion Threat**) and any related **Kidnapping, Hijacking, Wrongful Detention, or Extortion Threat** (as described in sub-paragraph (a) of the definition of **Extortion Threat**), or a series of related **Kidnappings, Hijackings, Wrongful Detentions or Extortion Threats** (as described in sub-paragraph (a) of the definition of **Extortion Threat**).

The **Insurer's** maximum liability for all **Recall Expenses** shall be the Sub-limit of Liability shown in Item 1.(c)(i) of the **Schedule**. Such amount shall be part of, and not in addition to, the Limit of Liability shown in Item 1.(c) of the **Schedule**.

The **Insurer's** maximum liability for all rest and rehabilitation expenses (as described in subparagraph (a)(xv) of the definition of **Expenses**) shall be the Sub-limit of Liability shown in Item 1.(c)(ii) of the **Schedule**. Such amount shall be part of, and not in addition to the Limit of Liability shown in Item 1.(c) of the **Schedule**.