



Global Weight Management Federation Pty Ltd

Policy Wording V2.4



Aesthetic Industry Policy Wording

IMPORTANT NOTICE TO THE INSURED

This insurance is a legal contract. Please read it carefully to ensure that it is in accordance with your requirements and that you understand its terms and conditions. The Insurance Broker or other intermediary who arranged this insurance should be contacted immediately if any correction is necessary. Your attention is particularly drawn to the notice that appears overleaf.

It is always our intention to provide a first class standard of service. However, if you have any cause for complaint or you wish to make any enquiry regarding this insurance you should, in the first instance, contact the Insurance Broker or other intermediary who arranged this insurance for you.

Alternatively you may contact ourselves at the following address:

Beazley Group
Plantation Place South
60 Great Tower Street
London EC3R 5AD
United Kingdom

If you are not satisfied with the way a complaint has been dealt with you have the right to request that the Financial Ombudsman Service ("FOS") review your case. Their address is:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Telephone: 0845 080 1800
www.financial-ombudsman.org.uk

There are, however, some circumstances in which the FOS is not empowered to consider complaints.

If you contact the FOS in respect of any complaints, this will not affect any rights you have in law.

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This is a claims made and notified insurance policy

The INSURED having made a written proposal to UNDERWRITERS bearing the date shown in the SCHEDULE containing particulars and statements which it is hereby agreed are the basis of this insurance and are to be considered as incorporated herein, and in consideration of the INSURED having agreed to pay the premium shown in the SCHEDULE, UNDERWRITERS agree to indemnify the INSURED, subject to the terms, conditions, exclusions and limitations of this insurance.

1.1 Insuring Clause

UNDERWRITERS shall indemnify the INSURED, up to the INDEMNITY LIMIT, for the amount of any CLAIM (including claimant's costs and expenses) first made against the INSURED and notified to UNDERWRITERS during the POLICY PERIOD in respect of any LEGAL LIABILITY incurred by the INSURED in the exercise and conduct of the INSURED'S BUSINESS arising out of :

1.1.1 Medical Malpractice

- (i) a patient or patients involving a breach of a professional duty consequent upon any alleged negligent act, negligent error or negligent omission causing INJURY;
- (ii) a patient or patients involving a breach of a professional duty consequent upon any alleged breach of statutory duty causing INJURY;
- (iii) a breach of confidence or misuse of any information which is either confidential or subject to statutory restriction on its use;
- (iv) an invasion, infringement or interference with the right to privacy or the public disclosure of private facts; or
- (v) the provision of GOOD SAMARITANS ACTS.

1.1.2 Public Liability

- (i) accidental INJURY of any third party; or
- (ii) accidental loss of or damage to third party PROPERTY.

1.1.3 Products Liability

- (i) accidental INJURY of any third party; or
- (ii) accidental loss of or damage to third party PROPERTY; arising from PRODUCTS SUPPLIED (including containers' labelling instructions or packaging).

1.2 Defence Costs

UNDERWRITERS shall also indemnify the INSURED in addition to the INDEMNITY LIMIT against DEFENCE COSTS where such costs have been incurred with UNDERWRITERS prior written consent for:-

- (i) the defence, investigation or settlement of any CLAIM covered under Insuring Clause 1.1;

AUTOMATIC EXTENSIONS

The following extensions are granted as part of this insurance, subject to the terms, conditions, exclusions and limitations of this insurance.

2.1 Trade Practices Act and Other Legislation

The INSURED is indemnified in accordance with Insuring Clause 1.1 for any CLAIM first made against the INSURED and notified to UNDERWRITERS during the POLICY PERIOD which arises out of conduct done in contravention of the Trade Practices Act 1974, Australian Securities and Investments Act 2001 or any State or Territory Fair Trading Act but only where such conduct:

- 2.1.1 constitutes a contravention of such statute because it:
 - (a) is misleading or deceptive or likely to mislead or deceive; or
 - (b) is the making of a false or misleading representation;
 - (c) is unconscionable; or
 - (d) is in breach of a warranty implied into a contract for the provision of services by any of the above Acts; AND
- 2.1.2 is not intentional; AND
- 2.1.3 is in the exercise and conduct of the INSURED'S BUSINESS.

2.2 Indemnity to Present or Former Partners, Employees and Others

Present and former partners, directors, consultants and employees of the INSURED are indemnified for any CLAIM first made against them and notified to UNDERWRITERS during the POLICY PERIOD which arises out of the exercise and conduct of the INSURED'S BUSINESS.

2.3 Severability

UNDERWRITERS agree that:

Where this policy insures more than one INSURED, any conduct on the part of any person who is employed by, is a director or partner of another INSURED whereby such person:

- 2.3.1 failed to comply with the duty of disclosure in terms of the Insurance Contracts Act 1984;
- or
- 2.3.2 made a misrepresentation to UNDERWRITERS before this contract of insurance was entered into, shall not prejudice the right of any other INSURED to indemnity as may be provided by this policy. PROVIDED ALWAYS THAT:
 - (a) such other INSURED, its directors or employees shall be entirely innocent of and have no prior knowledge of any such conduct. The onus of proof in this regard shall be upon the INSURED;
 - (b) such other INSURED shall, as soon as is reasonably practicable upon becoming aware of any such conduct, advise UNDERWRITERS in writing of all known facts in relation to such conduct; and
 - (c) enquiry has been made, before the contract of insurance was entered into with UNDERWRITERS, of each INSURED and persons who make up the INSURED for the purposes of complying with the duty of disclosure under the Insurance Contracts Act 1984. For the sake of clarity, this provision is not intended to limit the INSURED'S duty of disclosure owed by the entities or persons that make up the INSURED.

CLAIMS CONDITIONS

The following CLAIMS conditions apply to this insurance:

3.1. Discovery of a Claim

If during the POLICY PERIOD the INSURED receives notice of any CLAIM that is indemnifiable under this insurance the INSURED shall give notice to UNDERWRITERS as soon as practicable.

3.2 Admission of Liability

In the event of any CLAIM, the INSURED shall not admit liability and no admission, offer, promise or payment shall be made by the INSURED without UNDERWRITERS prior written consent.

3.3 Conduct of Claims

Following notification of any CLAIM, UNDERWRITERS shall be entitled to take over and conduct in the name of the INSURED the investigation, defence or settlement of any such matter. The INSURED shall CO-OPERATE with and give all such assistance as UNDERWRITERS may reasonably require.

3.4 Claim Settlements

UNDERWRITERS may at any time pay (or agree to pay) to the INSURED in connection with any CLAIM or CLAIMS the INDEMNITY LIMIT (less the EXCESS, any sums already paid and unpaid DEFENCE COSTS incurred with UNDERWRITERS prior written consent) and upon such payment (or agreement to pay) UNDERWRITERS shall not be under any further liability in respect of such CLAIM or CLAIMS except for DEFENCE COSTS incurred prior to such payment (or agreement to pay) with UNDERWRITERS prior written consent.

Notwithstanding such payment (or agreement to pay) by UNDERWRITERS, in no circumstances will UNDERWRITERS be liable in respect of such CLAIM or CLAIMS for an amount greater than otherwise provided for in this POLICY. In the event that:

- 3.4.1 UNDERWRITERS have made a payment in excess of the amount for which UNDERWRITERS would otherwise have been liable in accordance with the POLICY in respect of such CLAIM or CLAIMS, the INSURED shall refund to UNDERWRITERS that proportion of the payment which exceeds the amount which UNDERWRITERS would otherwise have been liable for in accordance with the POLICY.
- 3.4.2 UNDERWRITERS have agreed to pay an amount in excess of the amount which UNDERWRITERS would otherwise have been liable for in accordance with the POLICY in respect of such CLAIM or CLAIMS, UNDERWRITERS liability in respect of such agreement shall be limited to the amount which UNDERWRITERS would otherwise have been liable for in accordance with the POLICY.

3.5 UNDERWRITERS and the Insured's Right to Defend

The INSURED shall be required to contest any legal proceedings unless a Senior Counsel (to be mutually agreed upon by the INSURED and UNDERWRITERS or failing agreement to be appointed by the President of the NSW Bar Association) shall advise that, taking due account of the interests of both UNDERWRITERS and the INSURED, such proceedings should not be contested.

If the INSURED wishes to continue to contest any CLAIM which UNDERWRITERS wish to settle, the INSURED may do so, However, UNDERWRITERS liability in respect of that CLAIM shall thereafter be limited to the amount for which the CLAIM could in fact have been settled plus DEFENCE COSTS incurred with UNDERWRITERS prior written consent to the date upon which they would have settled it, less the EXCESS.

3.6 Excess

The INSURED is liable for the amount of any EXCESS stated in the SCHEDULE and UNDERWRITERS shall have no liability for the amount of any EXCESS. However the excess will not apply to DEFENCE COSTS.

GENERAL CONDITIONS

The following general conditions apply to this insurance:

4.1 Jurisdiction and Service

In the event of a dispute arising under or in connection with this policy, UNDERWRITERS at the request of the INSURED will submit to the jurisdiction of competent courts in the Commonwealth of Australia. The dispute shall be determined in accordance with the law and practice of that jurisdiction, as applied in those courts.

Any originating legal process and all interlocutory proceedings in connection with any such dispute may be served upon:

Mr Michael Gill

Partner

Phillips Fox, Solicitors 201 Elizabeth Street SYDNEY NSW 2000

Mr Gill has authority to accept service and to enter an appearance on UNDERWRITERS behalf

4.2 Insurance Contracts Act 1984

UNDERWRITERS will act in accordance with the Insurance Contracts Act 1984 (Cth).

4.3 Terms of Payment

All premiums due to the UNDERWRITERS under this policy will be paid within 30 days from the policy's inception.

4.4 Cancellation

The circumstances and manner in which this insurance may be cancelled is governed by the Insurance Contracts Act 1984 (Cth).

4.5 Subrogation

If any payment is made by UNDERWRITERS, the INSURED grants to UNDERWRITERS all rights of recovery against any parties from whom a recovery may be made and the INSURED shall take all reasonable steps to preserve such rights.

4.6 Retroactive Date

Where a retroactive date is specified in the SCHEDULE, this insurance shall not indemnify the INSURED for any CLAIM notified to UNDERWRITERS arising out of the exercise and conduct of the INSURED'S BUSINESS prior to that retroactive date.

4.7 Claims Aggregation

Where two or more CLAIMS arise from the same original cause or single source or event then all such CLAIMS shall constitute one CLAIM under the policy and

4.7.1 only one EXCESS shall be payable by the INSURED; and

4.7.2 the maximum amount payable by UNDERWRITERS in respect thereof shall not exceed the INDEMNITY LIMIT.

4.8 Prescription of Medication

No medication requiring a prescription shall be administered to a patient except in accordance with the prescription of an appropriately qualified practitioner that is by law allowed to prescribe the medication.

4.9 Maintenance of Records

The INSURED shall at his own expense shall:

(i) maintain accurate descriptive records of all professional services and equipment used in procedures;

(ii) retain all records relating to professional services; for at least seven years from the date of consultation and/or treatment and in the case of minors for a period of seven years after the date that the minor would attain majority.

4.10 Instruments

The INSURED shall at all times comply with the following:

- (i) hypodermic needles shall be used only once;
- (ii) any surface which has received spillage of human or animal bodily fluid or has been contacted by human or animal tissue shall be disinfected. The disinfectant chosen must be effective, compatible with the items processed and if an irritant substance is used, all traces of the disinfectant must be removed before the instrument is re-used.
- (ii) the INSURED shall ensure that all clinical waste is disposed of by an appropriately qualified waste disposal contractor.

4.11 Medical Practitioners

The INSURED shall at all times ensure that:

- (i) all Statutory Registered Medical Practitioners, including but not limited to any surgeon, physician, doctor, dentist, nurse or midwife (whether they be the INSURED, an employed person, past employed person or a subcontractor of the INSURED) shall be otherwise insured under a current policy of insurance against their own malpractice, professional errors, omissions or negligence with an INDEMNITY LIMIT no less than that shown in the SCHEDULE attaching hereto.
- (ii) all Registered Medical Practitioners employed or engaged by the INSURED shall hold valid license to practice in their respective specialisations issued by the relevant lawfully established state and/or territory Medical Registrations Board(s).

4.12 Treatment of Clients with Medical Conditions

The INSURED shall not treat any Person who to the knowledge of the INSURED is at the time under the care of a Medical Practitioner for a condition likely to be affected by the treatment without the knowledge and consent of the Medical Practitioner.

4.13 Aftercare Instructions

The INSURED will provide the APAA approved aftercare instructions when providing: permanent hair removal / Electrolysis and/ or Sclerotherapy or acupuncture.

EXCLUSIONS

This insurance shall not indemnify the INSURED in respect of any liability for, or directly or indirectly arising out of, in connection with, or in any way involving:

5.1 Compliance with Health Regulations

Any instrument having need to contact or penetrate skin tissue unless the instrument has been used once only or sterilised before re-use in accordance with respective State Health Regulations and/or Commonwealth Health Regulations as laid down from time to time.

5.2 Liability Involving Transport Owned by the Insured

The ownership, possession or use by or on behalf of the INSURED of any aircraft, watercraft, hovercraft, motor vehicle or trailer. However this exclusion will not apply to:

- 5.2.1 the loading or unloading of any vehicle or the bringing to or taking away of a load from any vehicle beyond the limits of any public carriageway or thoroughfare;
- 5.2.2 the use of plant as a tool of trade at the INSURED's premises or on any site at which the INSURED is working; provided that the UNDERWRITERS shall not provide indemnity against liability
 - i) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle; or
 - ii) for which indemnity is provided by any other insurance.

5.3 Liability Arising Out of Employment

Any injury, disease, illness (including mental stress) or death of any EMPLOYED PERSON under a contract of service with the INSURED unless the injury occurred whilst the EMPLOYED PERSON was a patient of the INSURED or any claim arising out of any dispute between the INSURED and any present or former employee or any person who has been offered employment with the INSURED.

5.4 Product Recall

- 5.4.1 the costs of recall, removal, repair, alteration, replacement or reinstatement or making any refund of any PRODUCT SUPPLIED by the INSURED necessitated by any defect in or the harmful nature or the unsuitability of such a PRODUCT SUPPLIED;
- 5.4.2 the distribution of any product to USA/Canada.

5.5 Electronic Systems

- 5.5.1 the sale and/or supply, manufacture, construction, alteration, repair, servicing or treating of any hardware and/or software;
- 5.5.2 the failure of any program, instruction, data for use in any computer or other electronic processing device, equipment or system to function in the way expected or intended;
- 5.5.3 the INSURED'S BUSINESS conducted or transacted via the Internet, Intranet, Extranet or the INSURED's own web-site or other electronic document or means.

5.6 Substance Abuse

The INSURED and/or EMPLOYED PERSONS being under the influence of intoxicants or narcotics in the course of professional services in the exercise and conduct of the INSURED'S BUSINESS.

5.7 Controlling Interest

Any claim made against the INSURED by either:

- 5.7.1 any entity in which the INSURED exercises a controlling interest, or
- 5.7.2 any entity exercising a controlling interest over the INSURED by virtue of having a financial or executive interest in the operation of the INSURED unless such claim is made against the INSURED for an indemnity or contribution in respect of a claim made by an independent party against the said entities detailed in 5.7.1 or 5.7.2 and arises out of the exercise and conduct of the INSURED'S BUSINESS.

5.9 Contractual Liability

The INSURED'S contractual liability unless such liability would have existed in the absence of such a contract or agreement.

5.10 Nuclear Risks

Any of the following:

- 5.10.1 ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- 5.10.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

5.11 War and Terrorism

Any of the following:

- 5.11.1 war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, riot, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority
- 5.11.2 any act or acts of terrorism, force or violence for political, religious or other ends directed towards the overthrowing or influencing of the government, or for the purpose of putting the public in fear, by any person or persons acting alone or on behalf of or in connection with any organisation
- 5.11.3 any action taken in controlling, preventing, suppressing or in any way relating to 5.11.1 and/or 5.11.2 above.

The burden of proving that a claim does not fall within this Exclusion shall be upon the INSURED.

5.12 USA/Canada

- 5.12.1 any action brought in any court of the United States of America, Canada or their dominions
or protectorates or judgment registered or lodged in connection with such an action; or
- 5.12.2 any work or activities undertaken by the INSURED in the United States of America, Canada or their dominions or protectorates.

5.14 Fines, Penalties, Punitive, Multiple or Exemplary Damages

any fines, penalties, punitive damages, exemplary damages, aggravated damages, multiple or treble damages, or any other increase in damages resulting from the multiplication of compensatory damages.

5.15 Loss of Documents - Magnetic or Electronic Media

The physical loss of or damage to DOCUMENTS which are stored on magnetic or electronic media unless such DOCUMENTS are duplicated on magnetic or electronic media with the intention that in the event of loss or damage the duplicate can be used as the basis for restoring the DOCUMENTS to their original status.

5.16 Pollution and Asbestos

POLLUTION, toxic mould, seepage or asbestos.

5.17 Directors' and Officers' Liability

Being a director, officer or trustee (as opposed to those duties and functions carried out in furtherance of the INSURED'S BUSINESS) or from the acceptance of any directorship or trusteeship in any other company.

5.19 Previous Claims and Circumstances

Any CLAIM or circumstance that may give rise to a CLAIM which has been notified and accepted by insurers in respect of any other insurance attaching prior to the inception of this insurance or as disclosed as a material fact to INSURERS which formed the basis of this insurance or any CLAIM or circumstance that may give rise to a CLAIM of which the INSURED was or should have been aware prior to the inception of this insurance.

5.20 Trading Losses and Insolvency

- 5.20.1 any trading losses or trading liabilities incurred by any business managed or carried on by the INSURED; or
- 5.20.2 the insolvency of the INSURED.

5.22 Specific Medical Conditions

Hepatitis or any condition directly or indirectly caused by or associated with Human T-Cell Lymphotropic Virus type III (HTLV III) or Lymphadenopathy Associated Virus (LAV) or the mutants derivatives or variation thereof or in any way related to Human Immunodeficiency Virus or Acquired Immune Deficiency Syndrome or Creutzfeldt-Jakob Disease (CJD) or any syndrome or condition of a similar kind, howsoever it may be named.

5.23 Training Schools/Institutions

The ownership, management, or control of any training establishment or school.

5.24 Sexual Conduct

Actual or attempted sexual relations, sexual contact or intimacy, sexual harassment or sexual exploitation whether under the guise of treatment or not, or in the course of treatment of not.

5.25 Essential Oils

The internal application or ingestion of essential oils.

5.26 Extensions:

5.26.1 the Trade Practices Act 1974, Australian Securities and Investments Act 2001 or any State or Territory Fair Trading Act , except as covered under Automatic Extension 2.1;

5.27 Private Label Products

The provision of Private Label products by or on behalf of the INSURED.

5.28 Body Piercing

From piercing of the tongue or genitalia.

5.29 Cosmetic S4 Injections

5.29.1 the provision of Cosmetic S4 injections, other than by a registered Medical Doctor, Dentist, Dermatologist or Nurse who adheres to the protocols of the Cosmetic Physicians Society of Australasia.

5.29.2 the use of any ingredient or medicine that is not included in the Australian Register of Therapeutic Goods (ARTG, the Register)

DEFINITIONS AND INTERPRETATIONS

Headings and notes are for information purposes only and are not to be construed as part of this insurance. Various words and phrases are used in this insurance and wherever they appear, whether they are used in the plural or singular form, they are deemed to have the meaning set out below:

6.1 Insured

Shall mean:

- 6.1.1 the person or company named in the SCHEDULE;
- 6.1.2 the personal representative in the event of death and/or the legal representatives in the event of the person named in the Schedule becoming incapable, insolvent or bankrupt

6.2 Insured's Business Shall Mean:

- 6.2.1 that which is declared to UNDERWRITERS in the proposal form;
- 6.2.2 training or supervision in connection with the INSURERD'S profession, as disclosed on the proposal form.

6.3 Employed Persons

Shall mean any persons below but only whilst employed and engaged by the INSURED and under their direct control and supervision:

- 6.3.1 an employee under a contract of service;
- 6.3.2 an individual who is either under a contract of apprenticeship, or supplied, or borrowed by the INSURED or undertaking study or work experience or similar scheme; EMPLOYED PERSONS are covered against any legal liability in respect of which the INSURED would have been entitled to indemnity under this policy if the claim had been made against the INSURED.

6.4 Legal Liability

Shall mean a legally enforceable obligation to a third party to pay damages or to make restitution in accordance with an award of a court, tribunal or a regulator under whose jurisdiction the INSURED is bound.

6.5 Claim

Shall mean:

- 6.5.1 any writ, application, summons or other originating legal process, cross claim or counter claim issued against or served on the INSURED claiming damages or other compensatory remedy; and
- 6.5.2 the positive assertion in writing of a legal entitlement to damages or other compensatory remedy in connection with an alleged civil liability on the part of the INSURED, in terms evincing an intention to pursue it.

6.6 Schedule

Shall mean the document entitled "Schedule" that relates to this insurance.

6.7 Injury

Shall mean bodily injury, death, mental injury, disease, illness, wrongful arrest or false imprisonment.

6.8 Indemnity Limit

Shall mean the sum shown in the SCHEDULE which is available to indemnify the INSURED in respect of each CLAIM provided that all CLAIMS payable under this insurance including any DEFENCE COSTS shall not exceed in the aggregate the limit shown in the SCHEDULE.

6.9 Policy Period

Shall mean the period shown in the SCHEDULE plus any extensions to the period which may be granted by UNDERWRITERS.

6.10 Products Supplied

Shall mean any products or goods sold or supplied by or through the INSURED in the course of the INSURED'S BUSINESS (including containers, labelling instructions or packaging).

6.11 Property

Shall mean all tangible property excluding any PROPERTY owned by or held in trust by or in the custody or control of the INSURED other than:

- 6.11.1 premises and their contents not owned by or leased or rented to the INSURED at which the INSURED is undertaking work in connection with the INSURED'S BUSINESS
- 6.11.2 premises and their fixtures and fittings leased or rented to the INSURED

6.12 Defence Costs

Shall mean all costs and expenses incurred in the investigation, defence or settlement of any CLAIM notified under the terms of this insurance and/or the cost of representation at any enquiry or other proceedings which have a direct or indirect relevance to the investigation, defence or settlement of any matter notified under the terms of this insurance.

6.13 Documents

Shall mean project models or displays, deeds, wills, agreements, maps, plans, records, photographs or negatives, written or printed books, letters, certificates or written or printed documents of any nature whatsoever and shall include computer software and systems records (electronic data shall be deemed to be physical property for the purposes of this insurance). This definition excludes bearer bonds, coupons, bank or currency notes and other negotiable paper.

6.14 Excess

Shall mean the sum shown in the SCHEDULE unless otherwise stated in this insurance and shall be the first amount of each claim made by the INSURED. Where, however, more than one CLAIM is made during the POLICY PERIOD which arises from the same original cause or single source or event, then only a single EXCESS shall apply in respect of such CLAIMS.

6.15 Co-Operate

Shall mean that the INSURED

- 6.15.1 assists UNDERWRITERS and their duly appointed representatives to put forward the best possible defence of a CLAIM within the time constraints available
- 6.15.2 shall have adequate internal systems in place, which will allow ready access to material information
- 6.15.3 shall at all times and at its own cost give to UNDERWRITERS or their duly appointed representatives all such information, assistance, signed statements or depositions as may properly be required to facilitate compliance with all applicable Civil Procedure Rules, Practice Directions and Pre-Action Protocols and recoveries.
- 6.15.4 shall pay the EXCESS on demand of UNDERWRITERS or their duly appointed representatives to comply with any settlement agreed by UNDERWRITERS.

6.16 Pollution

Shall mean any one or a combination of a release, emission, discharge, dispersal, disposal, escape of any substances, which are capable of causing HARM to any person or any living organism, into or onto any water, land or air.

6.17 Harm

Shall mean any harm to the health of any living organism or interference with ecological systems of which they form part and, in the case of a person, shall include offence caused to any of their senses.

6.18 Computer System

Shall mean any computer, data processing equipment, media or part thereof, or system of data storage and retrieval, or communications system, network, protocol or part thereof, or storage device, microchip, integrated circuit, real-time clock system or similar device, or any computer software (including but not limited to application software, operating systems, runtime environments or compilers), firmware or microcode.

6.19 Good Samaritans Act

Shall mean any first aid or emergency medical assistance provided by the INSURED who is present at any emergency by chance or in response to any call for emergency assistance, but excluding any assistance provided for any valuable consideration unless that consideration forms part of the income of the INSURED.