

# Liability and Professional Risks Insurance Policy

You should read all sections of this Policy before making a decision to acquire this financial product.

Preparation date 1 November 2012

Issued by Elders Insurance (Underwriting Agency) Pty Limited

ABN 56 138 879 026 AFS Licence 340965

Underwritten by QBE Insurance (Australia) Limited

ABN 78 003 191 035 AFS Licence 239545



**Insurance**

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# Part A – Important Information

You must read the Policy terms and conditions to obtain a complete description of all Policy terms, conditions and exclusions in the Policy.

If you arrange Liability and Professional Risks Insurance with us, the Policy and your Schedule will form the insurance contract.

## Who is the insured?

The persons or organisations that are covered by the Policy are shown in the Schedule. In the Policy those persons or organisations are referred to as “you” or “your” under Section A and Section B.

## Other persons or organisations requiring cover

You must inform us of all persons or organisations to be covered by the Policy. We will cover them if you have informed us of them and we have shown them on the Schedule or they are otherwise covered under the Policy.

## All persons or organisations are bound by the Policy

All persons or organisations covered by the Policy have to comply with the terms of the Policy. We may refuse to pay a claim if you or any person covered by the Policy do not comply with the terms of the Policy.

## Who is the insurer?

This Policy is underwritten by QBE Insurance (Australia) Limited (QBE). ABN 78 003 191 035, AFS Licence No 239545 of 82 Pitt Street, Sydney.

This Policy is issued by Elders Insurance (Underwriting Agency) Pty Limited (Elders Insurance).

ABN 56 138 879 026, AFS Licence No 340965.

In the Policy, QBE is referred to as “we”, “us” or “our”.

## How to contact us

Should you have any questions about the Policy, please contact your local Elders Insurance Authorised Representative or Elders Insurance, GPO Box 551 Adelaide SA 5001.

## Duties of the insurer

We will act and conduct ourselves with utmost good faith.

## When you are covered

Your cover starts when we have accepted your Proposal. We will then send you the Schedule. The Period of Cover and premium are shown on the Schedule. Before we pay or agree to pay any claims under the Policy you must pay us the premium.

## Payment of premium

You must pay the premium.

Payment of the premium may be made by debit to your Elders account, cash, cheque, BPAY or credit card. If your cheque or credit card is dishonoured by your financial institution you are not insured unless we agree in writing to continue to insure you.

If you fail to pay the premium by the due date, cover under the Policy will cease.

If you request a variation to the cover during the Period of Cover, we will inform you of any cost applicable for making the variation. Your varied cover starts when we consent in writing to any such variation. You must pay to us the cost applicable for making the variation before we pay or agree to pay any claims under the varied cover under the Policy.

## Payment of periodical instalments

If payment by periodic instalments is arranged from your financial institution, we will not cancel the Policy unless at least one instalment is not paid for more than one month from the date on which payment was due.

# Part A – Important Information

## Keep your records in a safe place

This Policy and the Schedule are important. Please ensure you read them carefully and keep them in a safe place. If you have any questions regarding the Policy, please contact your Local Elders Insurance Authorised Representative.

Documents such as plans, reports, contracts, receipts, manuals and serial numbers relating to your property must also be kept. If you make a claim such documents may be required by us and they will help you complete your claim form. You should keep relevant documentation to substantiate values of property insured. If you do not do this you may not be able to substantiate your claim.

## Privacy

We will only collect personal information from you that is necessary in order for us to process and administer the Policy and any claims you may make under the Policy. We realise that this information is often very sensitive in nature and will treat it with the utmost care and security.

Information on how we handle your personal information is explained in our Privacy Statement including:

1. how to contact us regarding privacy;
2. how we use information supplied by you;
3. how to access your personal information;
4. how we confidentially disclose your information to other contractors/service providers to carry out activities on our behalf.

A copy of our Privacy Statement is available from any Elders branch or from our website [www.eldersinsurance.com.au](http://www.eldersinsurance.com.au).

## What makes up the insurance contract

When we accept your Proposal, renew or vary your insurance, your Insurance Contract comprises the following documents:

- the Policy terms and conditions set out in this document;
- the Proposal; and
- the Schedule which shows the amount of cover you have, any alterations to the insurance, as well as other specific information relevant the Insurance Contract.

## How to apply for insurance

To apply, please contact an Elders Insurance Authorised Representative and complete a Proposal. If we accept your Proposal and you pay the premium or agree that we may make periodic debits from your nominated bank account or other approved account, you will receive a Schedule that sets out details of the insurance you have taken out. The Schedule should be retained with the Policy.

## What if you are not happy with our service or claims settlement?

We always strive to improve our service and provide insurance products that meet the needs of our customers. On rare occasions things may go wrong. Some people may need assistance if they feel they have not been treated fairly. Here is what to do if you need more help:

## Dispute resolution process

If you have a complaint or disagree with a decision made by us or anyone representing us, please talk it over with our staff member or representative.

If you are unable to reach an agreement, you can ask our staff member or representative to refer the problem to our Internal Dispute Resolution Team. If you would prefer, you can refer the matter direct to:

### Insurance Customer Relations

GPO Box 82  
Sydney NSW 2001  
Tel: 1300 650 503  
Fax: 02 8227 8594  
Email: [complaints@qbe.com](mailto:complaints@qbe.com)

Our team will take the following steps:

- confirm your complaint has been received by phone, email or by letter within 3 working days and advise who is looking after your complaint;
- review your complaint within 15 working days. If we need extra time we will contact you to agree a new date; and
- provide you with a final decision in writing setting out the reasons for our decision.

The Internal Dispute Resolution representative who will be assigned to you will have had no previous involvement in the decision and will have full authority to resolve the problem.

If you are not satisfied with the outcome from our Internal Dispute Resolution Panel, we will advise you who to contact, to take your complaint further. This may include referring you to the Financial Ombudsman Service who are an independent service. They have the authority to make decisions which are binding on us but can not force you to take a course of action. Access to this process is free of charge to you, and they may be contacted at:

### Financial Ombudsman Service

GPO Box 3  
Melbourne VIC 3001  
Telephone: 1300 780 808  
Email: [info@fos.org.au](mailto:info@fos.org.au)  
Website: [www.fos.org.au](http://www.fos.org.au)

# Part A – Important Information

## Code of practice

We have willingly adopted the General Insurance Code of Practice (“Code”) developed by the Insurance Council of Australia.

The Code is designed to promote good relations and good insurance practice between insurers, their representatives and consumers.

Amongst other things, the Code sets out to improve the quality of information consumers receive, the education and conduct of insurance representatives, and claims handling and dispute resolution procedures.

Please contact your Elders Insurance Authorised Representative if you want more information about the Code.

## Duty of disclosure – new business

This section explains your duty, under the *Insurance Contracts Act 1984*, to be honest and to tell us anything known to you, or which a reasonable person in the circumstances should know is relevant to our decision whether to insure you and anyone else, and the terms and conditions of the insurance.

### What you must tell us

Your duty includes matters that are specifically asked in the Proposal when you apply for a Policy and extends to any other matters which may affect our decision to insure you and the terms we may impose.

You do not have to tell us anything that:

1. reduces the risk;
2. is of common knowledge;
3. we already know or should know in the ordinary course of our business; or

### Who needs to tell us

It is important that you understand that when you disclose to us and answer our questions you do so for yourself and on behalf of anyone else that you want to be insured by the Policy.

### If you do not tell us

If you do not comply with your duty of disclosure as set out above, we may reduce or refuse to pay a claim, or cancel the Policy. If the information you provide is fraudulent, we may refuse to pay a claim and treat the Policy as never having existed.

## Duty of disclosure – renewals, extensions, variations and reinstatements

This section explains your duty under the *Insurance Contracts Act 1984*, to disclose all information at the time of renewing, extending, varying or reinstating the Policy. You have a duty to be honest and to tell us anything known to you, or which a reasonable person in the circumstances should know is relevant to our decision whether to insure you and anyone else, and the terms and conditions of the insurance.

### What you must tell us

Prior to renewing, extending, varying or reinstating the Policy, you must tell us whether any of the information you provided to us previously, including the answers to all questions in the Proposal, has changed.

You must tell us about all changes that increases:

1. the risks of loss or damage;
2. the likelihood of liability losses.

For example, you should tell us promptly if you:

1. change the nature of your Business;
2. change the way you conduct your Business.

# Part A – Important Information

## Your duty of disclosure – renewals, extensions, variations and reinstatements

### What you must tell us

You must tell us if you or any of your directors or business partners:

1. in the last 5 years been refused insurance, had an insurance renewal declined, an insurance policy cancelled, or had any special terms or conditions imposed by an insurer.
2.
  - a. had any adult convictions that are less than 10 years old or more than 10 years old where the sentence imposed was imprisonment for a period of greater than 30 months for:
  - b. had any juvenile convictions less than 5 years old; or more than 5 years old where the sentence imposed was imprisonment for a period of greater than 30 months for:
  - c. prosecutions pending for:
    - i. fraud or dishonest acts;
    - ii. acts of wilful damage to property;
    - iii. assault or violence against any person;
    - iv. arson;
    - v. theft;
    - vi. illegal possession or sale of drugs.
3. been declared bankrupt, owned or own a business which has been placed into liquidation or had a receiver or administrator appointed.
4. lodged any insurance claims in the last 5 years which would have been covered by this Policy.
5. had loss or damage in the last 5 years that you did not claim for, and would have been covered by this Policy.

You do not have to tell us anything that:

1. reduces the risk;
2. is of common knowledge;
3. we already know or should know in the ordinary course of our business; or
4. we have indicated we do not need to know.

We may decide, following the consideration of any new information you provide us, to withdraw our offer to renew the Policy, or refuse to accept your request to extend, vary or reinstate the Policy.

### Who needs to tell us

It is important that you understand you should provide us with any new information in relation to yourself and anyone else who is insured by the Policy or whom you want to be insured by the Policy.

### If you do not tell us

If you do not tell us the information that you are required to tell us prior to renewing, extending, varying or reinstating the Policy, we may reduce or refuse to pay a claim, or cancel the Policy. If you are fraudulent in not providing the information that you are required to provide us, we may refuse to pay a claim and treat the Policy as never having existed.

## Non-renewable Subsections

For the purpose of Section 58 of the *Insurance Contracts Act (Cth) 1984*, Section B and all Subsections are non-renewable and will expire at the conclusion of the Period of Cover shown on the Schedule.

You must complete a new Proposal in relation to those Subsections to arrange a continuation of the cover. The terms and conditions for the new period will be negotiated at that time.

# Part B – Liability and Professional Risks Insurance Policy Terms and Conditions

## SECTION A - Liability Cover and SECTION B - Professional Risks Cover

### APPLICABLE TO ALL SECTIONS AND SUBSECTIONS OF THE POLICY

#### Words with special meaning

There are some words in the Policy that have a special meaning. These words and their meanings are listed below.

**“Aircraft”** means any machine designed to fly, float, glide, move on a cushion of air or move through the air.

**“Business”** means the profession or business as shown on the Schedule.

**“Business Premises”** means the buildings, outbuildings, yards and adjacent land used by you for your Business, at the address shown on the Schedule.

**“Employee”** and **“Employees”** means any person who is employed by you and/or is required to be covered by you for workers’ compensation or similar cover by any workers’ compensation legislation.

**“Internet Operations”** means:

1. use of electronic mail systems by you or your Employees;
2. access through your network to the World Wide Web or a public internet site by you or your Employees;
3. access to your intranet (meaning internal company information and computing resources) which is made available through the World Wide Web for your customers or others outside your organisation; and
4. the operation and maintenance of your web site.

**“Period of Cover”** means the time cover starts to the time cover expires. These times are shown on the Schedule.

**“Policy”** means the terms and conditions set out in this document and your current Schedule.

**“Pollutant”** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals, material to be recycled or wastes.

**“Proposal”** means the documentation you provide to us which forms the basis of your application for cover.

**“Schedule”** means the Schedule to the Policy current and in force;

1. at the time of the Occurrence for Section A;
2. at the time of notification of a Claim for the Subsections of Section B.

It contains details of the Policy including the Sections, Subsections, types of cover and levels of insurance you have selected.

**“Terrorism”** means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or governments(s), which from its nature or context is done for, or in connection with political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and / or to put the public, or any section of the public, in fear.

**“Watercraft”** means any type of vessel, craft or object designed to float on or in water.

**“we”, “us”, “our”** means QBE Insurance (Australia) Limited ABN 78 003 191 035.



# Part B – Liability and Professional Risks Insurance Policy Terms and Conditions

## SECTION A – Liability Cover

### IMPORTANT INFORMATION

#### Who is the insured?

The persons or organisations that are covered by the Policy are shown in the Schedule. In the Policy those persons or organisations are referred to as “you”, “your”, “yours” under this Section A.

#### How to make a claim

If something happens that you believe you can claim for, advise your Elders authorised representative as soon as possible. Please supply him or her with initial details and with full written details by completing our claim form within 30 days of notifying your Elders authorised representative. Details about making a claim are shown under Specific Claims conditions – What you must do after Personal Injury or Property Damage on page 10.

#### Words with special meaning

In addition to those appearing in the Words with special meaning applicable to Section A and Section B, wherever the following words appear they have the following special meaning in relation to Section A.

“**Excess**” means the amount shown on the Schedule which you must pay towards each and every claim.

“**Family**” means persons who normally reside with you permanently and who are:

1. your spouse or defacto;
2. your or your spouse’s or defacto’s unmarried children;
3. your parents or your spouse’s or defacto’s parents; or
4. your brother or sister.

“**Geographical Limit**” means:

1. anywhere within the Commonwealth of Australia and its external territories;
2. elsewhere in the world when you or your Employees (who normally reside in Australia) are travelling outside of Australia; and
3. anywhere in the world where your Products are exported to.

“**Occurrence**” means an event, including continuous or repeated exposure to substantially the same general conditions, that results in Personal Injury or Property Damage, which you neither expected nor intended to happen. All Personal Injury or Property Damage resulting from one original cause will be treated by the Policy as being caused by the one Occurrence.

#### Words with special meaning

“**Personal Injury**” means:

1. bodily injury (including death), sickness, disease, disablement, shock, fright, mental anguish or mental injury and includes the effects from:
  - a. wrongful entry, wrongful eviction, false arrest, wrongful detention, wrongful imprisonment;
  - b. assault provided you did not commit the assault or direct the assault unless the assault occurred while preventing Personal Injury or Property Damage;
  - c. libel, slander and defamation of character;
  - d. invasion of right of privacy; and
2. latent Personal Injury (as described in 1 above) that is first diagnosed by a legally qualified medical practitioner during the Period of Cover.

“**Product**” means anything after it is no longer in your possession or control that you manufactured, labelled, constructed, erected, installed, repaired, serviced, treated, sold, supplied or distributed including its labels and packaging materials.

“**Professional Service**” means service, advice, counselling, diagnosis, treatment of persons or animals, prescription, or service provided by you which is normally provided for a fee by professional persons.

“**Property Damage**” means physical loss or damage to tangible property that occurs during the Period of Cover and the loss of use of tangible property arising out of physical loss or damage to tangible property.

“**Tool of Trade**” means a Vehicle that has tools, implements, machinery or plant attached to or towed by the Vehicle and is being used by you at your Business Premises or a work site you have been contracted to work at.

Tool of Trade does not include Vehicles while travelling to or from a worksite or Vehicles that are used to carry goods to or from any premises.

“**Vehicle**” means any type of machine on wheels or on caterpillar tracks made or intended to be propelled other than by manual or animal power, including any trailer or other attachment that is normally towed by or operated from any such machine.

Vehicle does not include Aircraft.

“**you**”, “**your**”, “**yours**” means the persons or organisations named as the insured on the Schedule and includes your Family.

“**Your Business**” means your occupation which is shown on the Schedule.



# Part B – Liability and Professional Risks Insurance Policy Terms and Conditions

## SECTION A – Liability Cover

### What you are covered for

We cover your legal liability to pay compensation for Personal Injury and Property Damage occurring within the Geographical Limit as a result of an Occurrence arising out of Your Business during the Period of Cover.

We will not, subject to any amounts payable under Section A - Additional payments (below), pay more than the sum insured shown on the Schedule.

#### Additional payments

We will pay the following amounts in addition to the sum insured:

1. all charges, expenses and legal costs incurred by us (and by you if we have agreed in writing to pay) for the defence or negotiation of settlement of any claim for which you are covered; and
2. for the cost of emergency first aid to other persons.

#### Additional amounts you have to pay

1. If we pay the full sum insured, then you must pay your proportion of the Additional payments (above). Your proportion is calculated by dividing the total of the sum insured by the cost of the total amount required to dispose of or settle the claim (but not the cost of Additional payments) against you.
2. However, we will not pay more than the sum insured shown on the Schedule including the total of Additional payments (above) and compensation awarded against you arising out of claims made or actions issued against you within the United States of America or the Dominion of Canada or any country, territory or protectorate or claims and actions to which the laws of these countries apply.
3. The Excess shown on the Schedule.

#### Products liability sum insured aggregated

We will not, subject to any amount payable under the Additional payments (above), pay more than the sum insured shown on the Schedule, for the aggregate of all legal liability from all Occurrences, caused by your Products during any one Period of Cover.

### What you are not covered for

In addition to the General Policy exclusions applicable to all Sections and Subsections of the Policy, we will not cover you for any legal liability:

1. **Building operations**  
arising directly or indirectly from the construction, erection, alteration, demolition of and/or addition to buildings by you or on your behalf when the total cost of the work exceeds \$500,000;
2. **Contractual liability**
  - a. assumed under a contract or agreement other than liability for Personal Injury and Property Damage that you would have been liable for by law if the contract or agreement had never existed;
  - b. for your guarantees and warranties of fitness, performance, durability or quality of your Products even if they are implied by law; or
  - c. for delay in or lack of performance by you or on your behalf arising from any contract or agreement even if they are implied by law;
3. **Defective design**  
arising from any defective design or error in specification or formula in any of your Products but we cover you for products you did not manufacture but were sold, supplied or distributed by you and manufactured by someone else;
4. **Employers liability**
  - a. for Personal Injury to any of your Employees arising from or in the course of their employment in Your Business;
  - b. for Personal Injury which you are required by workers' compensation (or similar) legislation to be covered for; or
  - c. for claims made against you under the provisions of any workers' compensation legislation, industrial award, or employment agreement;
5. **Exports to North America**  
arising directly or indirectly out of Products you know have been exported to the United States of America or the Dominion of Canada or any country, territory or protectorate where the laws of these countries are applied;
6. **Dishonest, criminal and intentional act**  
for Personal Injury or Property Damage caused directly or indirectly by any intentional, dishonest or criminal act by you;
7. **Faulty workmanship**
  - a. arising directly or indirectly from or in connection with the cost of performing, completing, reworking, correcting or improving any service or work done or promised to be done by you or someone else on your behalf; or
  - b. for Property Damage to your Products;

# Part B – Liability and Professional Risks Insurance Policy Terms and Conditions

## SECTION A – Liability Cover

### What you are not covered for

- 8. Latent Personal Injury**  
arising from latent Personal Injury which was not first medically diagnosed during the Period of Cover;
- 9. Libel, slander and defamation**
  - a. arising from the publication, utterance or distribution of libellous, slanderous or defamatory material that you knew to be false and where you approved the release of the material;
  - b. arising from publishing of books, newspapers, magazines and similar material;
  - c. arising from publishing any political or social material; or
  - d. arising from radio or television broadcasting or any other medium of public transmission such as internet, telephone or dedicated landlines;
- 10. Loss of use of property**  
for loss of use of property that has not been physically damaged or destroyed and is caused indirectly or directly by:
  - a. delays, non completion or poor performance by you or any other person acting on your behalf; or
  - b. the failure of your Products to meet performance, quality, fitness or durability or other specifications that you have implied or promised, or implied by law, unless the Products are damaged suddenly and accidentally;
- 11. Participants**  
for Personal Injury to or Property Damage of persons or organisations while they are participating in any sporting exercise or activity such as, but not limited to, aerobics, athletics, any competitive team event, all codes of football, activities under, on or in water, racing of any kind, aerial activities or equestrian activities. (This exclusion does not apply to people racing while only using their own feet for movement);
- 12. Product recall**  
for the costs of recalling, withdrawing, removing, inspecting, repairing, reconditioning or replacing your Products;
- 13. Professional Service**  
arising out of your Professional Service or failure to provide Professional Service or any act, mistake or omission you make relating to or from your Professional Service;  
  
(Emergency first aid is not a Professional Service unless you are a qualified medical person and you have insurance for your Professional Services);
- 14. Property in your physical and legal control**
  - a. for damage to property owned by, leased to or rented to you; or
  - b. for damage to property not belonging to you but in your physical and legal control other than the property described in Additional benefits to Part A – Property in your physical and legal control;

**15. Treatment for Personal Injury or Property Damage**

caused directly or indirectly out of the treatment administered or prescribed by you other than medical first aid;

**16. Vehicles**

caused by or arising directly or indirectly from the use of, ownership or possession of any Vehicle which is:

- a. registered or required by law to be registered; or
- b. insured for compulsory personal injury or required by any government legislation to be insured for personal injury liability.

### Additional benefits

**Cross liability**

Where you comprise more than one entity, each entity will be considered as if they are separately insured by us. If more than one entity is covered we will not pay more than the sum insured shown on the Schedule for each Occurrence.

**Property in your physical and legal control**

What you are not covered for, 14. Property in your physical and legal control will not apply to the following property:

1. buildings used by you for your Business (including permanent fixtures) which are leased or rented to you and for which you are not required to insure for property damage;
2. buildings (including permanent fixtures and contents) that are not leased to you which you have temporarily occupied for your Business purposes;
3. Vehicles contained in a Vehicle parking area owned or controlled by you providing you do not receive payment from the drivers or owners of the Vehicles parked; or
4. property that is being stored, used or repaired by you other than property that you are transporting in or on a Vehicle or storing where you are receiving payment for the transportation or storage.

The maximum we will pay for your legal liability for Additional benefit – Property in your physical and legal control, points 1. 2. and 3., is the sum insured shown on the Schedule for public liability.

The maximum we will pay for your legal liability for Additional benefit – Property in your physical and legal control, point 4., is the sum insured for property in your physical and legal control shown on the Schedule.

# Part B – Liability and Professional Risks Insurance Policy Terms and Conditions

## SECTION A – Liability Cover

### Additional benefits

#### Vehicles unloading or loading goods

What you are not covered for, 16. (Vehicles), does not apply to Vehicles while goods are being unloaded or loaded from the Vehicle provided the Vehicle is not being driven or towed during unloading or loading.

#### Vehicles used as a tool of trade

What you are not covered for - 16. (Vehicles), does not apply to Vehicles while being used by you as a Tool of Trade.

### Special conditions

In addition to the General Policy conditions applicable to all Sections and Subsections of the Policy, the following Special conditions apply to Section A.

#### Business in liquidation or ceases to trade

If your Business is deregistered, placed into liquidation or administration, a receiver is appointed or the Business is wound up or is permanently discontinued, then all cover under this Policy ceases from the time your interest is transferred, deregistered, placed into liquidation or administration, a receiver is appointed, the Business is wound up, permanently discontinued or Your Business ceases to trade.

#### Discharge of liabilities

We may, at any time, pay you for all claims against you for which you are covered under the Policy arising out of one Occurrence or a series of Occurrences where the sum insured is subject to an aggregate limit (such as liability caused by your Products):

1. the sum insured or limit on sum insured (after amounts already paid by us have been deducted); or
2. any lower amount for which the claim(s) can be settled.

When we make payment to discharge our liability:

1. we will relinquish conduct of and control of the claim(s); and
2. we will not pay further amounts in connection with the claim(s).

If we have made payment to discharge our liability:

1. you will pay the costs, charges and expenses we are entitled to from you that were incurred before the date of our payment which discharged our liability;
2. we will pay you costs, charges and expenses incurred by you (with our written permission) prior to the date of our payment which discharged our liability; and
3. we are entitled to subrogation rights as outlined in the General Policy conditions applicable to Section A and Section B - Subrogation rights.

#### Reasonable care

You must take reasonable precautions to prevent Personal Injury or Property Damage as if you were not covered by this Policy, for example:

1. if you discover your Products may be defective and the defect may cause a claim, you must, at your expense, take reasonable steps to restrict trade of, trace, recall, modify, replace or repair the Products;
2. if you are cutting, welding, grinding or heating metal you must comply with all Australian Standards (including inspections, observers and safety equipment);
3. if your occupation includes digging below ground at sites away from your Business Premises you must obtain location of underground services from the owners of the services;
4. maintaining and looking after other person's or organisation's property and buildings used by you in accordance with your agreement with them;
5. if you are operating machinery that is used for harvesting trees or farm produce:
  - a. you must comply with all Australian Standards relating to the prevention or containment of fire; and
  - b. you must cease operating harvesting machinery on days declared by any government authority to be a "harvest ban" day or period; and
6. you must use and store all hazardous materials as required by law.

If you do not take reasonable precautions we may refuse to pay part or all of your claim.

#### Records

You must provide to us all books of account, Business books and other documents as may be required to investigate or verify claims. If you do not, we may refuse to pay or may reduce the amount of a claim.

# Part B – Liability and Professional Risks Insurance Policy Terms and Conditions

## SECTION A – Liability Cover

### Specific claims conditions

#### What you must do after Personal Injury or Property Damage

Protect yourself from any danger if present.

Assist other people within your capabilities if required.

Take reasonable steps to prevent further injury or damage or liability.

Notify the police immediately if any property is damaged or if anybody was injured.

Advise us of the claim as soon as possible and then supply us with full written details by completing our claim form. You or someone acting on your behalf must complete a claim form within 30 days of your advice. If you do not, we may reduce the amount we pay if the delay causes increased costs or prevents us investigating the claim.

Any invoices, bills, demands, letters or notices you receive from other people involved in the Occurrence must be sent to us immediately.

#### What you must not do after Personal Injury or Property Damage

You must not admit fault or agree to pay for injury or damage. Simply advise other people that your insurance company will represent you.

You must not make an offer, settle or attempt to settle any claim against you. If you do we may not pay all or part of the claim.

You must not incur any costs or expenses or authorise repairs without our written agreement to do so, and we will not pay for such costs, expenses or repairs unless you can show that they were necessary and unavoidable in the prevailing circumstances.

# Part B – Liability and Professional Risks Insurance Policy Terms and Conditions

## SECTION B – Professional Risks Cover

### Important Information

When your Schedule shows that you are insured under one or more Subsections, cover under these Subsections operate on a 'Claims made and notified' basis. This means that these Subsections cover you for claims made against you and notified to us during the Period of Cover.

These Subsections do not provide cover in relation to:

1. conduct, acts, errors or omissions actually or allegedly committed prior to the retroactive date of the Subsection (if such a date is specified);
2. claims made after the expiry of the Period of Cover even though the event giving rise to the claim may have occurred during the Period of Cover;
3. claims notified or arising out of facts or circumstances notified (or which ought reasonably to have been notified) under any previous policy;
4. claims made, threatened or intimated against you prior to commencement of the Period of Cover;
5. facts or circumstances of which you first became aware prior to the Period of Cover and which you knew or ought to reasonably have known had the potential to give rise to a claim under this Policy;
6. claims arising out of circumstances noted on the Proposal for the current Period of Cover or on any previous Proposal.

Where you give notice in writing of any facts that might give rise to a claim against you as soon as reasonably practicable after you become aware of those facts but before the expiry of the Period of Cover, you may have rights under Section 40(3) of the *Insurance Contracts Act 1984* to be indemnified in respect of any claim subsequently made against you arising from those facts notwithstanding that the claim is made after expiry of the Period of Cover subject to any additional notification period set out in the Subsections.

Any such rights arise under that legislation only.

You are not covered for claims made against you prior to the commencement of the Period of Cover or after expiry of the Period of Cover.

### Non-renewable Subsections

For the purpose of Section 58 of the *Insurance Contracts Act (Cth) 1984*, the Subsections are non-renewable and will expire at the conclusion of the Period of Cover shown on the Schedule.

You must complete a new Proposal in relation to those Subsections to arrange a continuation of the cover. The terms and conditions for the new period will be negotiated at that time.

### Words with special meaning

In addition to Words with special meaning applicable to all Sections and Subsections of the Policy, wherever the following words appear they have the following special meaning in relation to Section B.

**"Defence Costs"** means costs, charges and expenses (other than regular or overtime wages, salaries or fees of any insured person) incurred by us or with our prior written consent (such consent not to be unreasonably withheld), in defending, investigating or monitoring any claim, or proceedings and appeals therefrom together with costs of appeal.

**"Excess"** means the amount you must pay towards the cost of any claim under the Subsections.

The Excess shall not apply to any costs and expenses incurred by us to determine whether we have a liability to indemnify you under the Subsections.

**"Medical Officer"** means any person providing medical assistance or service, including but not limited to paramedics, ambulance officers, nurses, physiotherapists or suitably qualified volunteers but excludes a legally qualified medical practitioner.

**"Sections"** means Section A – Liability Cover, and Section B – Professional Risks Cover.

**"Senior Counsel"** means a barrister in active practice who is entitled to use the post-nominal Q.C. or S.C. in any one or more superior court in Australia.

**"Subsection 1"** means Professional Liability Cover of this Policy.

**"Subsection 2"** means Directors and Officers Liability Cover of this Policy.

**"Subsection 3"** means Employment Practices Liability Cover of this Policy.



# Part B – Liability and Professional Risks Insurance Policy Terms and Conditions

## SECTION B – Professional Risks Cover

### Specific exclusions

In addition to the General Policy exclusions applicable to all Sections and Subsections and What you are not covered for in the Subsections of the Policy we will not cover you for any claim:

#### Bodily injury and property damage

arising directly or indirectly from or in consequence of:

1. bodily injury, sickness, disease or death of any person, however this exclusion shall not apply to mental injury, mental anguish, nervous shock or emotional distress not associated with bodily injury;
2. physical loss of, damage to, or destruction of, any tangible property including loss of use thereof or any consequential loss.

#### Date recognition

directly or indirectly based upon, attributable to, or in consequence of the fact that the performance or functionality of any computer equipment has been or may be affected because that computer equipment does not meet date conformity standards as defined in the Standards Australia and Standards New Zealand SAA/SNZMP77:1998 document.

#### Fraud and dishonesty

directly or indirectly based upon, attributable to, or in consequence of:

1. any actual or alleged dishonest, fraudulent, criminal or malicious act or omission; or
2. any act or omission committed or alleged to have been committed with a reckless disregard for the consequences thereof; or
3. any wilful violation or wilful breach of any statute or regulation, or any wilful breach of any contract;

by you, where such act, omission, violation or breach is established in fact; or

4. you having gained any personal profit, remuneration or advantage to which you were not legally entitled.

#### Outside territory

made or brought outside the Commonwealth of Australia.

#### Prior or pending claims

1. made, threatened or intimated against you prior to the Period of Cover;
2. directly or indirectly based upon, attributable to, or in consequence of any fact or circumstance:
  - a. of which written notice has been given, or ought reasonably to have been given, under any previous policy;
  - b. of which you first became aware prior to the Period of Cover and which you knew or ought reasonably to have known had the potential to give rise to a claim under the Subsections.

### Additional benefits

We will also provide the following Additional benefits subject to the limit of the sum insured under Section B.

#### Attendance at official investigations or inquiries

We will pay Defence Costs incurred with our prior consent by or on your behalf in attending an official investigation, examination, inquiry or other proceeding ordered or commissioned by any official body or institution, where you are legally compelled by such body or institution to attend such investigation, examination, inquiry or proceeding and which involves an allegation against you of conduct or an act which is the subject of cover under the Subsections of Section B of this Policy.

#### Continuous cover

If we have continuously been the insurer for the cover provided by the Subsections of Section B of the Policy, we will indemnify you if a claim is made against you under Subsection 1 in respect of a Breach of Professional Duty or under Subsection 2 in respect of a Wrongful Act or Subsection 3 in respect of Employment Practices Breach which occurred prior to the current Period of Cover.

Provided that:

1. there has been no fraudulent non-disclosure and no fraudulent misrepresentation; and
2. we were the insurer at the time you first became aware of the claim; and
3. we remained the insurer thereafter without interruption until you first advised us of the claim;
4. we will be entitled to reduce our liability in respect of such claim by the amount which fairly represents the extent to which our interests are prejudiced as a result of the late notification.

We will not indemnify you if you were entitled to give notice to and receive indemnity from a previous insurer.

The maximum amount payable will be the sum insured applicable during the Period of Cover when you first became aware of the claim.

# Part B – Liability and Professional Risks Insurance Policy Terms and Conditions

## SECTION B – Professional Risks Cover

### Special conditions

In addition to the General Policy conditions applicable to all Sections and Subsections of the Policy, the following Special conditions apply to Section B only of this Policy.

#### Discharge of liabilities

We may, at any time, pay you for all claims against you for which you are covered under the Policy:

1. the sum insured or limit on sum insured (after amounts already paid by us have been deducted); or
2. any lower amount for which the claim(s) can be settled.

When we make payment to discharge our liability:

1. we will relinquish conduct of and control of the claim(s); and
2. we will not pay further amounts in connection with the claim(s).

If we have made payment to discharge our liability:

1. you will pay the costs, charges and expenses we are entitled to from you that were incurred before the date of our payment which discharged our liability;
2. we will pay you costs, charges and expenses incurred by you (with our written permission) prior to the date of our payment which discharged our liability; and
3. we are entitled to subrogation rights as outlined in claims conditions applicable to Section B - Subrogation.

#### Non accumulation

The inclusion in any Subsections and Additional Benefits of Section B of more than one insured will not operate to increase our sum insured under those Subsections.

### Specific claims conditions

In addition to the General Policy conditions and any Special conditions in the Subsections, the following Specific claims conditions apply to Section B.

#### Claims mitigation and co-operation

You shall use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss under these Subsections.

You shall frankly and honestly disclose to us all relevant information and in addition shall provide assistance to us as we may require to enable us to investigate and to defend any claim under these Subsections and/or to enable us to determine our liability under a Subsection.

Other than costs and expenses incurred to enable us to determine our liability under these Subsections, compliance with this condition shall be at your own cost, unless otherwise agreed in writing by us.

#### Confidentiality

You must not release to any third party or otherwise publish details of the nature of the liabilities insured by Subsection 3 without our written consent.

#### Do not admit liability

You must not admit fault following advice of a claim upon you.

Simply advise the claimant that further contact will be made as soon as possible in response to their advice of claim.

You must not make an offer, settle or attempt to settle any claim against you. If you do we may not pay all or part of the claim.

You must not incur any costs or expenses or authorise any expenditure without our agreement.

We will not pay for such costs and expenses unless you can show that they were necessary and unavoidable in the prevailing circumstances.

#### Notification of circumstances

If, during the Period of Cover, you become aware of any circumstances that may give rise to a claim during the Period of Cover, then any Claim which may subsequently arise out of such circumstances shall be construed to be a Claim made during that Period of Cover.

#### Other insurance

You must advise us of all other insurance effected by you providing the same or similar cover when advising us of any claim.



# Part B – Liability and Professional Risks Insurance Policy Terms and Conditions

## SECTION B – Professional Risks Cover

### Specific claims conditions

#### Severability and non-imputation

Where these Subsections insure more than one party, we agree that any conduct on the part of an insured person whereby such party or parties:

1. failed to comply with the duty of disclosure;
2. made a misrepresentation to us before these Sections of the Policy were entered into; or
3. failed to comply with any terms or conditions of this Policy;

shall not prejudice the right of the remaining party or parties to indemnity as may be provided by these Sections.

Provided that such remaining party or parties shall:

4. be entirely innocent of and have had no prior knowledge of any such conduct; and
5. as soon as is reasonably practicable after becoming aware of any such conduct, advise us in writing of all known facts in relation to such conduct.

#### Reporting and notice

You must give us written notice as soon as practicable of any claim made against you. Such notice should be given to us during the Period of Cover or within 28 days after its expiry.

#### Subrogation

We will waive any right of recovery that we may have against you in respect of any indemnity that you are entitled or obliged to grant, as permitted or required by law, to any insured person.

In all other respects the provisions of the General Policy condition – Subrogation rights apply.

#### Your right to contest

We will not require you to contest any claim unless a Senior Counsel (to be mutually agreed upon by you and us) shall advise that such claim should be contested.

In formulating such advice, Senior Counsel shall take into consideration the economics of the matter, the damages and costs which are likely to be recovered by the plaintiff, the likely Defence Costs and the prospects of you successfully defending the claim.

The cost of such Senior Counsel's opinion shall be part of the Defence Costs.

# Part B – Liability and Professional Risks Insurance Policy Terms and Conditions

## SECTION B – Professional Risks Cover

### SUBSECTION 1 – PROFESSIONAL LIABILITY COVER

#### Words with special meaning

In addition to Words with special meaning applicable to all Sections and Subsections of the Policy, and Section B - Words with special meaning wherever the following words appear they have the following special meaning in relation to Subsection 1.

**“Breach of Professional Duty”** means a breach of a duty owed by you or your Employees in a professional capacity, arising out of advice, act, error or omission in the conduct of your Business.

**“Claim”** means:

1. a written or verbal demand made against you; or
2. a civil proceeding commenced by the service of a complaint, summons, statement of claim or similar pleading against you.

**“Documents”** means deeds, wills, agreements, maps, plans, letters, policies, certificates, forms and documents of any nature whatsoever, whether written, printed or reproduced by any method including computer records and electronic data material but shall not include bearer bonds or coupons, stamps, bank currency notes or any negotiable instrument.

**“you”, “your”, yours”** means:

1. the insured named in the Schedule in respect of Subsection 1;
2. any person who is during the Period of Cover, a principal, partner or director of the insured named in the Schedule in respect of Subsection 1 but only in respect of work performed while a principal, partner or director of the insured;
3. any Employee of the insured but only in respect of work performed while an Employee of the insured;
4. any former principal, partner, director or Employee but only in respect of work performed while a principal, partner, director or Employee of the insured stated in the Schedule relating to Subsection 1.

#### What you are covered for

When the Schedule shows that you have selected Subsection 1, we will indemnify you against all sums you become legally liable to pay for any Claim, as a result of a Breach of Professional Duty arising out of your Business specified in the Schedule, first made against you during the Period of Cover and which is notified to us during the Period of Cover.

We will not, subject to any amounts payable under Subsection 1 - Additional payments, pay more than the sum insured shown on the Schedule for the aggregate of all Breaches of Professional Duty from all Claims first made against you and which is notified to us during the Period of Cover, during any one Period of Cover.

#### Additional amounts you have to pay

If we pay the full sum insured, then you must pay your proportion of the Additional payments. Your proportion is calculated by dividing the total of the sum insured by the cost of the total amount required to dispose of or settle the Claim (but not the cost of Additional payments) against you.

However, we will not pay more than the sum insured shown on the Schedule including the total of Additional payments (above) and compensation awarded against you arising out of Claims made or actions issued against you within the United States of America or the Dominion of Canada or Claims and actions to which the laws of these countries apply.

#### Additional notification period

We agree that you may notify a Claim in accordance with the Specific Claims conditions – Reporting and notice, either during the Period of Cover for Subsection 1 or within 28 days after expiry of Subsection 1, provided that such Claim was made against you during the Period of Cover.

#### Additional payments

We will pay in addition to the sum insured, all Defence Costs incurred by us (and by you if we have agreed in writing to pay) for the defence or negotiation of settlement of any Claim for which you are covered.

#### Retroactive cover

We will provide cover in respect of a Breach of Professional Duty:

1. after the retroactive date specified in the Schedule for Subsection 1; or
2. if no date is shown, irrespective of when such acts, errors or omissions were committed or alleged to have been committed.

#### What you are covered for - extensions

We will also provide cover in respect of any Claim made against you:

1. **Breach of contract**  
for breach or alleged breach of contract.
2. **Intellectual property**  
for unintentional infringement of copyright, trademarks, registered designs or patents or any plagiarism or breach of confidentiality.
3. **Libel and slander**  
for libel or slander by reason of words written or spoken by you. Provided however that we will not provide indemnity under this extension to Subsection 1 for any Occurrence that causes Personal Injury as defined or endorsed, in Section A of this Policy.
4. **Trade Practices and related legislation**  
where such Claim is made pursuant to the *Trade Practices Act 1974*, Fair Trading or similar legislation of any State or Territory and/or any other consumer protection legislation

# Part B – Liability and Professional Risks Insurance Policy Terms and Conditions

## SECTION B – Professional Risks Cover

### SUBSECTION 1 – PROFESSIONAL LIABILITY COVER

#### What you are not covered for

In addition to the General Policy exclusions applicable to all Sections and Subsections of the Policy and Section B – What you are not covered for, we will not cover you for any Claim:

#### Assumed duty or obligation

directly or indirectly based upon, attributable to, or in consequence of any duty or obligation assumed by you by way of contract, warranty, guarantee or indemnity, to the extent that such liability exceeds the liability you would have incurred in the absence of such contract, warranty, guarantee or indemnity.

#### Bodily injury and property damage

directly or indirectly based upon, attributable to, or in consequence of:

1. bodily injury, sickness, disease or death of any person, however this exclusion shall not apply to mental injury, mental anguish, nervous shock or emotional distress not associated with bodily injury, sickness, disease or death;
2. physical loss of, damage to, or destruction of, any tangible property (other than any Document), including loss of use thereof or any consequential loss.

This exclusion does not apply if the Optional benefit - Bodily injury and property damage is selected and shown on the Schedule for Subsection 1.

#### Employment practices

arising directly out of or in respect of actual or alleged unlawful discrimination by you or by any person insured by Subsection 1, unlawful termination of employment of any person, or directly or indirectly based upon, attributable to or in consequence of your liability for any such allegations.

#### Goods and products

arising out of any goods or products manufactured, constructed, imported, altered, repaired, serviced, treated, sold, supplied or distributed by you, for any Occurrence that is or can be covered (had Section A been insured), in Section A of this Policy.

#### Molestation

directly or indirectly related to, based upon, attributable to or in consequence of any actual or alleged molestation of, interference with, mental abuse of, or physical abuse of, any person by you or an Employee.

#### Obligations to Employees

arising out of bodily injury, mental injury, mental anguish, nervous shock or emotional distress or death of an Employee whether or not otherwise covered under a compulsory statutory policy or damage to or destruction of property of any Employee.

#### What you are not covered for

##### Related or associated entities

brought or maintained by or on behalf of:

1. you or your Family;
2. any directors, principals, shareholders or proprietors or their family members;
3. any related organisations as defined in the *Commonwealth Corporations Act 2001* and its amendments.

##### Trading losses, fee refunds, insolvency

arising out of or in connection with;

1. the insolvency of your Business;
2. trading loss, trading liability, trading debts incurred by any Business managed by you, or carried out by you, or on your behalf;
3. any guarantee given by you for a debt;
4. a dispute as to fees and disbursements.

#### Additional benefits

We will also provide the following Additional benefits subject to the limit of the total sum insured under Subsection 1.

##### Advance payment of Defence Costs

If we agree to pay for any Claim under Subsection 1, and:

1. if we have confirmed indemnity in writing, we will pay Defence Costs arising from that Claim.
2. if indemnity has not been confirmed by us in writing:
  - a. where we elect to conduct the defence or settlement of such Claim, we will pay Defence Costs arising from that Claim;
  - b. in any other case, we may, at our discretion, pay Defence Costs arising from that Claim.

In the event that the Claim is withdrawn or that indemnity under Subsection 1 is subsequently withdrawn or denied, we shall cease to pay Defence Costs.

You shall refund any Defence Costs advanced by us to the extent that we are satisfied that you were not entitled to such Defence Costs unless we agree in writing to waive recovery of such Defence Costs.

##### Estate and legal representatives

We will provide cover to the estate, heirs, legal representatives or assigns of any person insured by Subsection 1 in the event of the death or incapacity of such person provided that such persons shall observe and be subject to all terms and conditions of this Policy insofar as they apply.

# Part B – Liability and Professional Risks Insurance Policy Terms and Conditions

## SECTION B – Professional Risks Cover

### SUBSECTION 1 – PROFESSIONAL LIABILITY COVER

#### Additional benefits

##### Loss of Documents

We will pay for the reasonable costs to restore or replace any Documents during the Period of Cover in your physical custody or control and are not owned by you which have been destroyed, damaged, lost or mislaid and, after diligent search, cannot be found.

Provided that:

1. you notify us in writing within 28 days after the date of such discovery of such loss of Documents;
2. we will limit the cover to the costs, charges and expenses incurred by you in replacing and/or restoring such Documents. Any Claim for such costs, charges and expenses shall be supported by bills and/or accounts which shall be subject to approval by a competent person nominated by us.

We will not pay for loss of Documents:

1. which were not in your physical custody or control or that of another person to whom you entrusted, lodged or deposited such Documents in the ordinary course of Business;
2. which occurred outside the Commonwealth of Australia.

##### Medical treatment

We agree to indemnify you or your Medical Officer for any Claim:

1. arising from advice, instruction, coaching, officiating or treatment given by you or persons acting on your behalf;
2. arising out of the rendering of or failure to render professional advice or service by you.

The indemnity provided by this Additional benefit does not apply to a legally qualified medical practitioner.

##### Occupational health and safety

We will pay Defence Costs in respect of any Claim made against you where such Claim arises from a breach or alleged breach of any Commonwealth, State or Territory occupational or workplace health and safety legislation.

We will not pay for costs and expenses incurred in relation to any proceeding or civil claim for damages or compensation arising from that breach.

To this extent only, Subsection 1 - What you are not covered for - Bodily injury and property damage, does not apply.

##### Outgoing principals

We agree to indemnify former principals, partners, directors and Employees of your Business for any Claim but only in respect of work performed while a principal, partner, director or Employee of your Business.

#### Optional benefit

The Schedule for Subsection 1 will show if you have selected the following Optional benefit.

Our total sum insured will not increase, in relation to this Optional benefit.

##### Bodily injury and property damage

We will indemnify you for a Claim directly or indirectly arising from actual or alleged bodily injury or damage to tangible property where such Claim is first made against you and notified to us during the Period of Cover.

To this extent, What you are not covered for exclusion applicable to Subsection 1 - Bodily injury and property damage does not apply.

#### Specific Claims condition

##### Multiple Claims

All causally connected or interrelated Breaches of Professional Duty shall jointly constitute a single event under Subsection 1.

Where a single Breach of Professional Duty gives rise to more than one Claim, all such Claims will jointly constitute one Claim under Subsection 1 and only one Excess shall be applicable in respect of such Claim.

# Part B – Liability and Professional Risks Insurance Policy Terms and Conditions

## SECTION B – Professional Risks Cover

### SUBSECTION 2 – DIRECTORS AND OFFICERS LIABILITY COVER

#### Words with special meaning

In addition to Words with special meaning applicable to all Sections and Subsections of the Policy, and Section B - Words with special meaning, wherever the following words appear they have the following special meaning in relation to Subsection 2.

“**Claim**” means the receipt by a Director or Officer of a:

1. written or verbal allegation of any Wrongful Act; or
2. civil proceeding commenced by the service of a complaint, summons, statement of claim or similar pleading against such Director or Officer alleging any Wrongful Act; or
3. criminal proceeding commenced by a summons or charge against any insured alleging any Wrongful Act.

“**Committee**” means any:

1. auxiliary committee, foundation, trust (other than a superannuation trust), or fundraising Committee;
2. disciplinary, examining or research body or Committee;
3. sporting or social club Committee.

“**Director or Officer**” and “**Insured Person**” means any past, present or future Director or Officer, secretary, trustee, Committee member or Employee (whether salaried or not), or any other natural person acting on your behalf at the direction of an officer or board of directors or Committee of management.

“**Loss**” means the total amount which a Director or Officer becomes legally obligated to pay in respect of a Claim against such Director or Officer for a Wrongful Act and includes damages, judgments, settlements, legal costs and expenses awarded against such Director or Officer to any claimant and Defence Costs.

“**Outside Directorship**” means the position of Director or Officer, trustee, governor, councillor, secretary or equivalent position held by an Insured Person in an Outside Entity, which position is held:

1. with your knowledge and consent; or
2. for the purpose of representing you.

“**Outside Entity**” means any entity in which an Outside Directorship is held.

“**Spouse**” means the legally recognised Spouse of an Insured Person.

“**Sum Insured**” means the limit of our total liability in any one Period of Cover under Section B as specified in the Schedule relevant to Subsection 2. It is inclusive of all Defence Costs and includes any costs and expenses awarded against you.

“**Trusteeship**” means any position held by an Insured Person as trustee or administrator of any superannuation, pension, health and welfare, or other Employee benefit plan or trust established or maintained for the purpose of providing pensions, annuities or any other form of benefits to your Employees.

#### Words with special meaning

“**Wrongful Act**” means any actual or alleged breach of duty, breach of trust, neglect, error, omission, misstatement, misleading statements, or other act committed or attempted by an Insured Person, individually or otherwise, in their capacity as a Director or Officer.

“**you**”, “**your**”, “**yours**” shall mean the insured named in the Schedule and any Insured Person named in the Schedule relating to Subsection 2.

#### What you are covered for

When the Schedule shows that you have selected Subsection 2, we will:

1. provide indemnity against all Loss for which a Director or Officer becomes legally liable to pay for any Claim by reason of a Wrongful Act committed by them in their capacity as a Director or Officer, first made against them during the Period of Cover and which is notified to us during the Period of Cover;
2. reimburse you for amounts which you have indemnified your Directors or Officers as permitted or required arising out of a Claim, by reason of a Wrongful Act, committed by a Director or Officer, first made against a Director or Officer during the Period of Cover and which is notified to us during the Period of Cover.

#### Additional amounts you have to pay

If we pay the full sum insured, then you must pay your proportion of the Additional payments (above). Your proportion is calculated by dividing the total of the sum insured by the cost of the total amount required to dispose of or settle the Claim (but not the cost of Additional payments) against you.

However, we will not pay more than the sum insured shown on the Schedule including the total of Additional payments (above) and compensation awarded against you arising out of Claims made or actions issued against you within the United States of America or the Dominion of Canada or Claims and actions to which the laws of these countries apply.

#### Additional notification period

We agree that you may notify us of a Claim in accordance with the Specific Claims conditions applicable to Section B – Reporting and notice, either during the Period of Cover for Subsection 2 or within 28 days after the expiry of the Period of Cover of Subsection 2, provided that such Claim was first made against you during the Period of Cover.

#### Retroactive cover

We will provide cover in respect of Wrongful Acts committed or alleged to have been committed:

1. after the retroactive date specified in the Schedule for Subsection 2; or
2. if no date is shown, irrespective of when such Wrongful Acts were committed.



# Part B – Liability and Professional Risks Insurance Policy Terms and Conditions

## SECTION B – Professional Risks Cover

### SUBSECTION 2 – DIRECTORS AND OFFICERS LIABILITY COVER

#### What you are covered for - extensions

We will also provide cover in respect of any Claim made against an Insured Person:

- 1. Breach of contract**  
for breach or alleged breach of contract.
- 2. Intellectual property**  
for infringement of copyright, trademarks, registered designs or patents or for any plagiarism or breach of confidentiality.
- 3. Libel and slander**  
for libel or slander by reason of words written or spoken by an Insured Person. Provided however that we will not provide indemnity under this extension to Subsection 2 for any Occurrence occasioning Personal Injury (both as defined in Section A of this Policy) which is admissible as a Claim under Section A.

#### What you are not covered for

In addition to the General Policy exclusions applicable to all Sections and Subsections of the Policy and the Specific exclusions applicable to Section B, we will not cover you for any Claim:

##### Breach of professional duty

arising directly or indirectly from or in consequence of the provision, rendering or failure to render any professional service or professional advice including any breach or alleged breach of contract for the provision of such service or advice.

##### Consensual Claim

arising directly or indirectly from or in consequence of any Claim which is brought with the support, co-operation, concurrence, consent, encouragement, enticement, assistance or solicitation of you or any Insured Person against whom it is brought.

##### Employment practices

arising directly out of or in respect of actual or alleged unlawful discrimination by you or by any Insured Person, unlawful termination of employment of any person, or directly or indirectly based upon, attributable to or in consequence of your liability for any such allegations.

##### Prospectuses

arising directly or indirectly out of or in any way connected with the disclosure or omission of information from any prospectus or information memorandum prepared for the specific purpose of the sale or purchase of equity, or the raising of capital or funds.

#### Additional benefits

We will also provide the following Additional benefits subject to the limit of the total Sum Insured under Subsection 2.

##### Acquired companies

We will extend cover to any subsidiary company acquired subsequent to the inception of Subsection 2 but indemnity provided by this Additional benefit will only apply in respect of a Wrongful Act subsequent to the date of acquisition.

##### Advance payment of Defence Costs

If we agree to pay for any Claim under Subsection 2, and:

1. if we have confirmed indemnity in writing, we will pay Defence Costs arising from that Claim.
2. if indemnity has not been confirmed by us in writing:
  - a. where we elect to conduct the defence or settlement of such Claim, we will pay Defence Costs arising from that Claim;
  - b. in any other case, we may, at our sole discretion, pay Defence Costs arising from that Claim.

In the event that the Claim is withdrawn or that indemnity under Subsection 2 is subsequently withdrawn or denied, we shall cease to advance Defence Costs.

You shall refund any Defence Costs advanced by us to the extent that we are satisfied that you were not entitled to such Defence Costs unless we agree in writing to waive recovery of such Defence Costs.

##### Committees

Where the insured named in the Schedule applicable to Subsection 2 comprises a club, we will pay for Claims made against any member of such Committee established by you, in respect of any legal liability arising out of a Wrongful Act in the conduct of the Business or activities of such Committee.

##### Estates and legal representatives

We will provide cover to the estate, heirs, legal representatives or assigns of any Insured Person in the event of the death or incapacity of such Insured Person provided that such persons shall observe and be subject to all terms and conditions of this Policy insofar as they apply.

##### Insured Person versus Insured Person

We agree to provide cover for a Claim made against an Insured Person which is brought or maintained by or on behalf of another Insured Person. Provided that the party in whose name the Claim is brought or maintained is acting without any direct or indirect solicitation or enticement of or with any other party forming part of the insured.

We agree to provide cover under this Additional benefit, for any Claim arising out of a dispute (whether in relation to a contract of employment or otherwise) with an Employee.

# Part B – Liability and Professional Risks Insurance Policy Terms and Conditions

## SECTION B – Professional Risks Cover

### SUBSECTION 2 – DIRECTORS AND OFFICERS LIABILITY COVER

#### Additional benefits

##### Occupational health and safety

We will pay Defence Costs in respect of any Claim made against an Insured Person where such Claim arises from a breach or alleged breach of any Commonwealth, State or Territory occupational or workplace health and safety legislation.

We will not pay for costs and expenses incurred in relation to any proceeding or civil claim for damages or compensation arising from that breach.

To this extent only, Specific exclusion applicable to Section B - Bodily injury and property damage, does not apply.

##### Retired directors and officers

We will provide run-off cover for a period of up to 12 months following the Period of Cover for Subsection 2 in which to notify us of a Claim, to any Director or Officer who has retired from all employment, office or board position during the Period of Cover.

Provided that:

1. the Wrongful Act giving rise to the Claim was committed prior to the retirement of the Director or Officer;
2. any Claim made is deemed to have been made in the Period of Cover;
3. no cover will be provided if:
  - a. you have replaced this Policy or purchased similar cover provided by this Policy to take effect from the expiry of the Period of Cover;
  - b. a merger or acquisition occurs during the Period of Cover;
  - c. you become financially impaired during the Period of Cover;
  - d. this Policy has been cancelled;
  - e. the Director or Officer has purchased other insurance similar to this cover to take effect from the expiry of the Period of Cover.

##### Spouse liability cover

We agree to cover the Spouse of an Insured Person for all Claims in respect of a Wrongful Act committed by an Insured Person where such Claim seeks damages recoverable from:

1. marital community property; or
2. property jointly held by any Insured Person and the Spouse; or
3. property lawfully transferred from any Insured Person to the Spouse;

providing that the Wrongful Act is one which would otherwise be covered under Subsection 2. We will not indemnify the Spouse for any Wrongful Act by the Spouse.

#### Optional benefits

The Schedule for Subsection 2 will show if you have selected the following Optional benefits.

Our total Sum Insured will not increase, in relation to these Optional benefits.

##### Outside Directorship

If an Insured Person is appointed to an Outside Directorship, we will cover that Insured Person in respect of any Outside Directorship which is held by the Insured Person at the commencement of the Period of Cover or which is assumed by the Insured Person during the Period of Cover.

We will not cover the Outside Entity in which such Outside Directorship is held or to any other Director or Officer, or Employee of such Outside Entity who is not also an Insured Person.

Provided however that such cover will:

1. be specifically in excess of any other indemnity available to such Insured Person by reason of serving in such Outside Directorship;
2. only apply in respect of a Wrongful Act occurring during the period for which such Outside Directorship was held.

##### Outside Directorship – run-off cover

If an Insured Person ceases to hold an Outside Directorship during the Period of Cover, we will provide cover in respect to that Outside Directorship until the expiry of the Period of Cover current at that time.

If an Insured Person ceased to hold an Outside Directorship prior to commencement of the Period of Cover, we will provide cover for such Outside Directorship.

In respect of the cover provided under this Optional benefit, the provisos applicable to Subsection 2 - Optional benefit - Outside Directorship will also apply to this Optional benefit.

##### Outside Trusteeship

If an Insured Person is appointed to a Trusteeship, we will cover that Insured Person in respect of such Trusteeship which is held by the Insured Person at the commencement of the Period of Cover or which is assumed by the Insured Person during the Period of Cover.

Provided however that such coverage will:

1. be specifically in excess of any other indemnity available to such Insured Person by reason of serving in such Trusteeship;
2. only apply in respect of a Wrongful Act occurring during the period for which such Trusteeship was held.

##### Subsidiary run-off cover

Where an entity ceased to be a subsidiary company prior to the commencement of the Period of Cover, or ceases to be a subsidiary during the Period of Cover, we will cover Claims for a Wrongful Act committed prior to the time when the entity ceased to be a subsidiary company.



# Part B – Liability and Professional Risks Insurance Policy Terms and Conditions

## SECTION B – Professional Risks Cover

### SUBSECTION 2 – DIRECTORS AND OFFICERS LIABILITY COVER

#### Optional benefits

##### Trusteeship – run-off cover

If an Insured Person ceases to hold a Trusteeship during the Period of Cover, we will provide cover in respect to that Trusteeship until the expiry of the Period of Cover current at that time.

If an Insured Person ceased to hold a Trusteeship prior to commencement of the Period of Cover, we will provide run-off cover for such outside Trusteeship.

In respect of the cover provided under this Optional benefit, the provisos applicable to Subsection 2 - Optional benefits – Outside trusteeship shall also apply to this Optional benefit.

#### Special conditions

In addition to the General Policy conditions and the Special conditions applicable to Section B, the following Special conditions apply to Subsection 2.

##### Allocation

1. If both loss covered by this Policy and loss not covered by this Policy are incurred, either because:
  - a. a Claim against you includes both covered and uncovered matters;
  - b. a Claim is made against you and there are others who are party to the proceedings or demands to which the Claim relates but who are not insured under the Policy;

then we will use our best efforts to agree with you upon a fair and proper allocation of such amount between covered loss and uncovered loss, having regard to the relative legal and financial exposures attributable to covered and uncovered matters and parties. We are only liable under this Policy for amounts attributable to covered matters and parties, and our liability for loss, including Defence Costs, otherwise payable by us will be reduced to reflect such fair and proper allocation.

2. If we cannot agree with you on an allocation of defence costs then we will advance defence costs which we believe to be covered under this Policy until a different allocation is negotiated, arbitrated or judicially or otherwise determined.
3. We will, if requested by you, submit the dispute to a senior counsel to be mutually agreed or, in default of agreement, to be appointed by the President of the Bar Association in the relevant State or Territory, on the basis that the Senior Counsel will determine the allocation of loss according to his or her view of the fair and proper allocation, but having regard to the relative legal and financial exposures attributable to covered and uncovered matters and parties, and the overriding intention in 1. above.
4. Any negotiated, arbitrated or judicially or otherwise determined allocation of Defence Costs on account of a Claim will be applied retrospectively to all Defence Costs on account of such Claim.

#### Special conditions

##### Confidentiality

You and any Insured Person may disclose that you are, in general terms, covered under a Directors and Officers insurance. You shall not otherwise disclose the existence of Subsection 2, the nature of the liability indemnified, the Sum Insured or the amount of the premium paid, to any third party except to the extent that :

1. such disclosure is made to a professional adviser; or
2. you are required by law to do so; or
3. we agree in writing to such disclosure.

##### Merger, acquisition or receivership

If the insured named in the Schedule in respect of this Subsection 2 is subject during the Period of Cover, to a merger, acquisition or has a receiver appointed then the cover provided by Subsection 2 shall only apply in respect of a Wrongful Act occurring prior to such event unless otherwise agreed by us in writing.

#### Specific Claims condition

##### Multiple Claims

All causally connected or interrelated Wrongful Acts shall jointly constitute a single event under Subsection 2.

Where a single Wrongful Act gives rise to more than one Claim, all such Claims will jointly constitute one Claim under Subsection 2 and only one excess shall be applicable in respect of such Claim.

# Part B – Liability and Professional Risks Insurance Policy Terms and Conditions

## SECTION B – Professional Risks Cover

### SUBSECTION 3 – EMPLOYMENT PRACTICES LIABILITY COVER

#### Words with special meaning

In addition to Words with special meaning applicable to all Sections and Subsections of the Policy, and Section B – Specific Exclusions, wherever the following words appear they have the following special meaning in relation to Subsection 3.

**“Claim”** means:

1. a written or verbal demand for compensation made against you; or
2. a civil proceeding commenced by the service of a writ, complaint, summons, statement of claim or similar pleading against you.

**“Employee”** means for the purpose of Subsection 3:

1. principals, partners, directors, officers and Employees of the Insured who are employed under a contract of service with you;
2. voluntary workers working under your direct control and supervision;
3. contract or temporary workers.

**“Employment Practice Breach”** means in relation to any Employee or prospective Employee of the insured named in the Schedule, any actual or alleged:

1. discrimination against any Employee, former Employee or applicant for employment whether because of race, age, sex, disability, pregnancy, marital status, sexual orientation, sexual preference or otherwise;
2. wrongful termination either actual or constructive of an employment relationship;
3. workplace harassment (whether sexual or otherwise) including the creation or permission of a harassing workplace environment;
4. breach of an implied term of an oral or written employment contract;
5. wrongful demotion, failure to promote, wrongful deprivation of career opportunity, wrongful discipline, negligent Employee evaluation, or failure to grant tenure of employment to an Employee;
6. wrongful refusal to employ an applicant;
7. defamation arising from employment related matters;
8. misleading misrepresentation or advertising as to the terms and conditions of employment;
9. denial of natural justice to an Employee concerning employment;
10. infliction of emotional distress.

#### Words with special meaning

**“Sum Insured”** means the limit of our total liability in any one Period of Cover under Subsection 3 as specified in the Schedule relevant to Subsection. It is inclusive of all Defence Costs and includes any costs and expenses awarded against you.

**“you”, “your,” yours”** means the persons or organisations named as the Insured on the Schedule.

#### What you are covered for

When the schedule shows that you have selected Subsection 3, we will cover you for civil liability for compensation in relation to any Claim first made against you during the Period of Cover and which is first notified to us during the Period of Cover arising from any claim for an Employment Practice Breach.

Provided that the conduct which has given rise to the Claim occurred after the Retroactive Date.

#### Additional amounts you have to pay

If we pay the full sum insured, then you must pay your proportion of the Additional payments (above). Your proportion is calculated by dividing the total of the sum insured by the cost of the total amount required to dispose of or settle the Claim (but not the cost of Additional payments) against you.

However, we will not pay more than the sum insured shown on the Schedule including the total of Additional payments (above) and compensation awarded against you arising out of Claims made or actions issued against you within the United States of America or the Dominion of Canada or Claims and actions to which the laws of these countries apply.

#### Retroactive cover

We will provide cover in respect of any Employment Practice Breach.

1. after the retroactive date specified in the Schedule for Subsection 1; or
2. if no date is shown, irrespective of when such acts, errors or omissions were committed or alleged to have been committed.

#### What you are not covered for

In addition to the General Policy exclusions applicable to all Sections and Subsections of the Policy and Section B – Specific exclusions, we will not cover you for any legal liability to pay a Claim or Defence Costs:

#### Building modifications

relating to the cost of physical modifications to premises, plant or equipment owned or occupied by you.

#### Criminal proceedings

against you directly or indirectly based upon, attributable to or in consequence of criminal, administrative or other disciplinary proceedings against you.

# Part B – Liability and Professional Risks Insurance Policy Terms and Conditions

## SECTION B – Professional Risks Cover

### SUBSECTION 3 – EMPLOYMENT PRACTICES LIABILITY COVER

#### What you are not covered for

##### Insolvency

after the appointment of any liquidator, receiver and manager, official manager, administrator or trustee administering a compromise or scheme of arrangement of the insured named in the Schedule but this exclusion shall not apply to Claims notified prior to the appointment.

##### Non-monetary amounts

for relief or recovery for other than monetary amounts. This exclusion does not apply to Defence Costs.

##### Occupational health and safety / workers compensation

brought about by, contributed to by or which involves Claims arising under, or pursuant to, or in relation to any Occupational Health and Safety Act or Workers' Compensation Act or similar legislation.

##### Our consent not given

and, in particular, any Defence Costs paid before we have given consent in accordance with Subsection 3 of the Policy.

##### Statutory, award and contractual obligations

for payments you are obliged to pay pursuant to statute or award or liquidated damages. This exclusion also applies to:

1. disability benefits, redundancy or unemployment benefits or compensation, unemployment insurance, superannuation, retirement benefits, social security benefits;
2. employment entitlements (other than back pay) such as, but not limited to, Employee share or equity plans, bonuses or incentives of any kind, leave or similar entitlements severance or redundancy, superannuation contributions and similar alleged entitlements or amounts.

##### Strikes or industrial dispute

made against you arising out of or in connection with any strike, lock out or industrial dispute, other than a dispute relating to an unfair dismissal comprising an application by an Employee on the basis that termination of employment is harsh, unjust or unreasonable.

##### Wilful acts

for a failure to comply with any law or any governmental or administrative order or regulation, or any order or award of any court or tribunal if the act or failure was:

1. by you or with your consent; and
2. was dishonest, criminal, fraudulent or wilful.

For the purpose of this exclusion, wilful means acting with intentional or reckless disregard for the consequences of the act or failure.

#### Additional benefit

We will also provide the following Additional benefits subject to the limit of the total sum insured under Subsection 3.

##### Advance payment of Defence Costs

If we agree to pay any Claim under Subsection 3 and;

1. if we have confirmed indemnity in writing, we will pay Defence Costs arising from that Claim.
2. if indemnity has not been confirmed by us in writing:
  - a. where we elect to conduct the defence of settlement of such Claim, we will pay Defence Costs arising from such Claim;
  - b. in any other case, we may, at our discretion pay Defence Costs arising from that Claim.

In the event that the Claim is withdrawn or that indemnity under Subsection 3 is subsequently withdrawn or denied, we shall cease to pay Defence Costs.

You must refund any Defence Costs advanced by us to the extent that we are satisfied that you were not entitled to such Defence Costs unless we agree in writing to waive recovery of such Defence Costs.

#### Specific Claims condition

##### Multiple Claims

All causally connected or interrelated Employment Practices Breaches shall jointly constitute a single event under Subsection 3.

Where a single Employment Practices Breach gives rise to more than one Claim, all such Claims will jointly constitute one Claim under Subsection 3 and only one excess shall be applicable in respect of such Claim.

# Part B – Liability and Professional Risks Insurance Policy Terms and Conditions

## General Policy Exclusions

### APPLICABLE TO ALL SECTIONS AND SUBSECTIONS OF THE POLICY

We will not cover you for any legal liability in respect of or pay a claim under all Sections and Subsections of the Policy:

#### 1. Aircraft

caused directly or indirectly by or arising out of:

- a. ownership, possession, maintenance, repair, operation or use of an Aircraft by you or on your behalf; or
- b. any of your Products which are incorporated into the structure, machinery or instruments of any Aircraft;

#### 2. Asbestos

caused directly or indirectly by or arising out of:

- a. the inhalation of asbestos fibre(s);
- b. any illness, injury or disease caused or contributed to by exposure to asbestos; or
- c. damage to or loss of use or reduction in value of property due to the presence of asbestos;

#### 3. Atomic energy

caused directly or indirectly by or arising out of:

- a. the use of nuclear reactors including atomic piles, particle accelerators or generators or similar devices;
- b. the mining, use, storage, handling or transportation of radioactive materials;
- c. the use, storage, handling or transportation of any weapon of war or explosive device that uses nuclear fission, fusion or radioactive materials;
- d. any other operation or process that uses nuclear fission, fusion or radioactive materials; or
- e. any product that contains or uses nuclear fission, fusion or radioactive materials;

this exclusion does not apply to legal liability for Personal Injury or Property Damage covered under Part A of this Policy, arising from radio isotopes or radium compounds when used incidentally in the ordinary course of your Business;

#### 4. Internet Operations

caused directly or indirectly by or arising out of your Internet Operations;

#### 5. Penalties

- a. for fines, penalties, or cost of actions imposed on you due to the application of government legislation or order of a court of law;
- b. for punitive, exemplary, or aggravated damages; or
- c. for any additional damages resulting from the multiplication of compensatory damages against you;

#### 6. Pollution

caused directly or indirectly by or arising out of:

- a. the discharge, dispersal, release or escape of Pollutants;

(this exclusion 6. a. does not apply in the event of a sudden happening which is unintended and takes place entirely at one specific location within the Commonwealth of Australia and its territories); or

- b. any enforcement action or proceeding in respect of a Pollutant and the cost of removing, nullifying, cleaning up, testing, monitoring, treatment, neutralising or detoxification of Pollutants;

#### 7. Terrorism

caused directly or indirectly by or arising out of or in connection with any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the occurrence which causes bodily injury or property damage.

We will also not pay for any bodily injury, property damage, claim, expense or loss of profit of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism;

#### 8. War and confiscation

caused directly or indirectly by or arising from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property or Vehicles by or under the order of any government or public or local authority;

#### 9. Watercraft

caused directly or indirectly by or arising out of the use, ownership, possession, manufacture, repair of any Watercraft which exceeds 8 metres in length, or the fitting, installing or repair of any equipment on or belonging to any Watercraft which exceeds 8 metres in length.

# Part B – Liability and Professional Risks Insurance Policy Terms and Conditions

## General Policy Conditions

### APPLICABLE TO ALL PARTS, SECTIONS AND SUBSECTIONS OF THE POLICY

#### Cancellation

You may cancel the Policy at any time by informing us in writing. We will refund the unused portion of your premium. However, we may charge an administration charge of 10% of the unused portion. You will not receive any refund of your premium where the unused portion of your premium is \$10 or less.

When we have paid, or are required to pay the total amount of a sum insured before you give us written notice of the cancellation of your Policy, you will not receive any refund of premium.

We may cancel the Policy in certain circumstances provided by the *Insurance Contracts Act 1984* by giving you three business days notice in writing.

We may cancel the Policy if:

1. you do not pay the premium;
2. payment by periodic instalments is arranged from your financial services provider and if one instalment is not paid for more than one month from the date on which that payment was due;
3. you do not comply with your duty of disclosure;
4. you make a misrepresentation to us before the issue of the Policy;
5. you do not comply with a provision of the Policy;
6. you make a fraudulent claim under the Policy or some other policy (whether with us or some other insurer); or
7. you do not comply with your duty of utmost good faith.

Notice of cancellation can be delivered personally or posted to the address you nominate and is shown in the Schedule.

Cancellation becomes effective at the time shown on the notice of cancellation or when you have insured with another company, whichever occurs first.

#### Changes before you renew, extend, vary or reinstate your Policy

You must advise us of any changes before you renew, extend, vary or reinstate your Policy.

For example, we require information about:

1. change of address;
2. any criminal charges laid against you or any of your directors, or criminal convictions of you or any of your directors;
3. poor condition of property;
4. alteration to property which affects its safety or structural integrity;
5. occurrences likely to give rise to a claim;
6. change of your Business or range of activities undertaken;
7. claims made, threatened or intimated against you prior to commencement of the new Period of Cover.

This is a requirement of your duty of disclosure. If you do not fulfil your duty of disclosure we may refuse to pay part or all of a claim.

#### Changes during the Period of Cover

Any change or variation you propose to make only becomes effective when we agree to the change and you agree to pay any additional premium.

#### Goods and services tax input credits

If we pay you for any cost or expense to settle a claim made under this Policy, we will reduce the amount that we pay you by the amount of input tax credits that you would have been entitled to claim if you had paid the relevant cost or expense.

#### Jurisdiction

All disputes between you and us arising out of or under this Policy will be subject to determination by any Court of competent jurisdiction within Australia.

#### Our rights to conduct defence or settlement

We will be entitled to take over and conduct in your name the defence or settlement of any claim under Section A or a Claim under the Subsections of Section B of the Policy. In the event that this occurs, we will have sole control of the claim or Claim.

You must give us all information and assistance as we may reasonably require to defend you.

#### Transfer of interest, other persons or organisations

You can not transfer the Policy into someone else's name without our written consent.

All persons entitled to claim under the Policy are bound by the terms and conditions of the Policy. When a claim is paid under the Policy and is recoverable under another policy or policies, you agree to permit us to seek contribution from the other insurer or insurers.

#### Subrogation rights

We have the right to prosecute in your name for any claim or Claim for compensation, damages, indemnity, contribution or otherwise.

You must give us all information and assistance as we may reasonably require to prosecute in your name.

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