



April 2021

Marsh Entertainment Combined Broadform Liability & Professional Indemnity Policy

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Introduction

The Policy wording, Schedule (which expression includes any Schedule substituted for the original Schedule) and Endorsements (if any) are to be read together and any word or expression to which a specific meaning has been given in any part bears that meaning wherever it appears.

The Insured named in the Schedule, having provided a Proposal for consideration by the Insurers and subject to the payment of the premium specified in the Schedule hereto, the Insurers severally agree each for the proportion set against its name, subject to the terms, exclusions, limitations and conditions contained in or endorsed on or otherwise expressed in the Policy, to provide insurance in the manner and to the extent herein described.

SLE Worldwide Australia Pty Ltd (hereinafter called "SLE") hereby gives notice that this contract has been effected under an Authority, given to SLE by the Insurer named. SLE has effected the contract as an agent of the Insurers and not an agent of the Insured.

The Insurer

Chubb Insurance Australia Limited (ABN 23 001 642 020). Allianz Australia Insurance Limited trading as Allianz Global Corporate Specialty (ABN 15 000 122 850)

Insurer's Privacy Statement

SLE Worldwide Australia Pty Limited (SLE), Chubb Insurance Australia Limited (Chubb) and Allianz Australia Insurance Limited (Allianz) are committed to protecting your privacy. This document provides you with an overview of how we handle your personal information. Our Privacy Policy can be accessed on our websites at www.sleworldwide.com.au & www.chubb.com/au.

Personal Information Handling Practices

Collection, Use and Disclosure We collect your personal information (which may include sensitive information) when you are applying for, changing or renewing an insurance policy with us or when we are processing a claim in order to help us properly administrate your insurance proposal, policy or claim.

Personal information may be obtained by us directly from you or via a third party such as your insurance intermediary or employer (e.g. in the case of a group insurance policy).

When information is provided to us via a third party we use that information on the basis that you have consented or would reasonably expect us to collect your personal information in this way and we take reasonable steps to ensure that you have been made aware of how we handle your personal information.

The primary purpose for our collection and use of your personal information is to enable us to provide insurance services to you. Sometimes, we may use your personal information for our marketing campaigns, in relation to new products, services or information that may be of interest to you.

We may disclose the information we collect to third parties, including service providers engaged by us to carry out certain business activities on our behalf (such as assessors and call centres in Australia). In some circumstances, in order to provide our services to you, we may need to transfer personal information to other entities within the Chubb Group of companies, (such as the regional head offices of Chubb located in Singapore, UK or USA) or third parties with whom we, or those other Chubb Group entities, have sub-contracted to provide a specific service for us and these may be outside of Australia. In particular, certain business process functions of Chubb are performed by a dedicated servicing unit located in the Philippines. Please note that no personal information is disclosed by us to any overseas entity for marketing purposes. In all instances where personal information may be disclosed overseas, in addition to any local data privacy laws, we have measures in place to ensure that those parties hold and use that information in accordance with the consent you have provided and in accordance with our obligations to you under the Privacy Act 1998 (Cth).

Your Choices In dealing with us, you agree to us using and disclosing your personal information as set out in this statement and our Privacy Policy. This consent remains valid unless you alter or revoke it by giving written notice to our Privacy Officer. However, should you choose to withdraw your consent it is important for you to understand that this may mean we may not be able to provide you or your organisation with insurance or to respond to any claim.

How to Contact Us If you would like a copy of your personal information, or to correct or update it, please contact our customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com.

If you have a complaint or would like more information about how we manage your personal information, please review our Privacy Policy for more details or contact the Privacy Officer, Chubb Insurance Australia Ltd Grosvenor Place Level 38, 225 George St Sydney NSW 2000

General Insurance Code Of Practice

The Insurance Council of Australia has developed a General Insurance Code of Practice, which is a self-regulatory code for use by all insurers. This aims to raise the standards of practice and service in the Insurance Industry and it includes the following:

- When a Claim is lodged the Insurer will set out in plain language what information the Insurer need and how a Claim can be made; and
- The Insurer will respond promptly to any request made for assistance with a Claim and it will be considered and assessed promptly.

SLE, Chubb and Allianz proudly support the General Insurance Code of Practice apart from any Claims adjusted outside Australia. The Code and further information about it is available at <http://www.codeofpractice.com.au>

Duty Of Disclosure

Before entering into a contract of general insurance with the Insurer, each prospective Insured has a duty, under the Insurance Contracts Act 1984, to disclose to the Insurer every matter that it knows, or could reasonably be expected to know, is relevant to the Insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

It has the same duty to disclose those matters to the Insurer before renewal, extension, variation or reinstatement of a contract of general insurance with the Insurer.

An Insured's duty however does not require disclosure of any matter:

- That diminishes the risk to be undertaken by the Insurer;
- That is of common knowledge;
- That the Insurer knows or, in the ordinary course of its business, ought to know;
- As to which compliance with your duty is waived by the Insurer.

It is important that each prospective Insured understands all information provided in support of the application for insurance and that it is correct, as each prospective Insured will be bound by the answers and by the information it has provided. If a prospective Insured does not understand any part of this notice, it should obtain independent advice.

As a prospective Insured, the duty of disclosure continues after the application for insurance has been completed up until the contract of insurance is entered into.

Dispute Resolution

Any enquiry or complaint relating to this insurance should be referred to SLE in the first instance at: Level 11, 56 Clarence Street, Sydney NSW 2000 Telephone number 02 9249 4850.

If you are dissatisfied with our service in any way contact us and we will attempt to resolve the matter in accordance with our internal dispute resolution procedures. A dispute can be referred to The Australian Financial Complaints Authority (AFCA) subject to its terms of reference. AFCA provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms and its contact details are:

The Australian Financial Complaints Authority:

Online: www.afca.org.au

Email: info@afca.org.au

Phone: 1800 931 678

Mail: Australian Financial Complaints Authority GPO Box 3 Melbourne VIC 3001

General Policy Definitions applying to both Policy Sections.

For the purpose of determining the cover provided by this Policy:

1. "Advertising Liability" means

Liability arising out of:

- (i) defamation other than in the conduct of the Professional Services or
- (ii) any breach of the misleading or deceptive conduct provisions of the Competition and Consumer Act 2010 or any Fair Trading or similar legislation of any country, state or territory; or
- (iii) any infringement of copyright or passing off of title or slogan; or
- (iv) unfair competition, piracy, misappropriation of advertising ideas or style of doing business; or
- (v) invasion of privacy;

committed or alleged to have been committed during the Period of Insurance in any advertisement, publicity article, broadcast or telecast and caused by or arising out of the advertising of the Insured's Products or services.

2. "Aircraft" means

any craft or object designed to travel through air or space, other than model aircraft.

3. "Compensation" means

monies paid or agreed to be paid by judgment, award or settlement for Personal Injury and/or Property Damage and/or Advertising Liability and/or Professional Indemnity. Provided that such Compensation is only payable in respect of an Occurrence or a Professional Indemnity Claim to which this insurance applies.

4. "Contracted Labour" means

Hired Labourers, Contractors or Sub-Contractors or any employee of any Hired Labourers, Contractors or Sub-Contractors whilst engaged by the Insured to replace or supplement the Insured's workforce thus performing work on the Insured's behalf or for the Insured's benefit. The term Contracted Labour does not mean occasional maintenance or repair contractors specifically engaged for such occasional maintenance or repair of the Insured's assets other than the Insured's stock in trade or Products.

5. "Employment Practices" means

any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, sexual harassment or discrimination in respect of employment or prospective employment by the Insured.

6. "Excess" means

the amount of money specified in the Schedule or otherwise stated in the Policy as the Excess that the Insured must pay as a contribution for -

- (a) each Occurrence giving rise to a Claim, including Supplementary Payments in respect of Policy Section 1.
- (b) each and every Claim including Supplementary Payments in respect of Policy Section 2.

7. "Hovercraft" means

any vessel, craft or device made or intended to float on or in or travel on or through the atmosphere or water on a cushion of air provided by a downward blast.

8. "The Insured" means:

- (i) the person(s), corporations and/or other organisations specified in the Schedule,
- (ii) all existing subsidiary and/or controlled corporations (including subsidiaries)

thereof) of the Insured incorporated in the Commonwealth of Australia

- (iii) every subsidiary and/or other organisation of the Insured which is divested during the Period of Insurance, but only in respect of Claims made against such divested subsidiary, related or controlled corporation or organisation caused by or arising out of Occurrences insured against by this Policy, which occurred prior to the divestment but during the Period of Insurance.
- (iv) every past, present or future director, stockholder or shareholder, partner, proprietor, officer, executive, employee of the Insured (including the spouse of any such person while accompanying such person on any commercial trip or function in connection with the Business) or volunteer while such persons are acting for or on behalf of the Insured and/or within the scope of their duties in such capacities.
- (v) any employee superannuation fund or pension scheme managed by or on behalf of the Insured, and the trustees and the directors of the trustee of any such employee superannuation fund or pension scheme which is not administered by corporate fund managers.
- (vi) every principal in respect of such principal's vicarious liability arising out of the performance by or on behalf of the Insured of any contract or agreement for the performance of work for such principal, but only to the extent required by such contract or agreement and in any event only for such coverage and Limits of Liability as are provided by this Policy.
- (vii) every person, corporation, organisation, trustee or estate to whom or to which the Insured is obligated by reason of law (whether written or implied) to provide insurance such as is afforded by this Policy, but only to the extent required by such law and in any event only for such coverage and Limits of Liability as are provided by this Policy.
- (viii) every officer, member, employee or voluntary helper of the Insured's canteen, social and/ or sporting clubs, first aid, medical, ambulance or firefighting services, charities, the welfare and/or child care facilities, while acting in their respective capacities as such.
- (ix) any director, partner, proprietor, officer or executive of the Insured in respect of private work undertaken by the Insured's employees for such person and any employee whilst actually undertaking such work.
- (x) every party including joint venture companies and partnerships to whom the Insured is obligated by virtue of any contract or agreement to provide insurance such as is afforded by this Policy; but only to the extent required by such contract or agreement and in any event only for such coverage and Limits of Liability as are provided by this Policy.

9. "Internet Operations" means:

- (i) the transfer of computer data or programmes by use of electronic mail systems by the Insured or the Insured's employees, including for the purpose of this definition only, part-time and temporary staff, contractors and others within the Insured's organisation whether or not such data or programmes contain any malicious or damaging code, including but not limited to computer virus, worm, logic bomb, or Trojan horse, access through the Insured's network to the world wide web or a public internet site
- (ii) by the Insured or the Insured's employees, including for the purposes of this definition only, part-time and temporary staff, contractors and others within the Insured's organisation;
- (iii) access to the Insured's intranet (meaning internal company information and computing resources) which is made available through the world wide web for the Insured's customers or others outside the Insured's organisation; and
- (iv) the operation and maintenance of the Insured's web site.

10. "Medical Persons" means

- (i) legally qualified registered nurses and first-aid attendants;
- (ii) legally qualified medical practitioners and dentists not directly employed by the Insured.

11. "North America" means

- (i) the United States of America and the Dominion of Canada,
- (ii) any state, territory or protectorate incorporated in, or administered by, the United States of America or the Dominion of Canada; and
- (iii) any country or territory subject to the laws of the United States of America or the Dominion of Canada.

12. "Period of Insurance" means

the Period of Insurance specified in the Schedule and any extension thereof which may be agreed in writing between the Insured and the Insurer.

13. "Personal Injury" means:

- (i) bodily injury, death, sickness, disease, illness, disability, shock, fright, mental anguish and/or mental injury;
- (ii) false arrest, false imprisonment, wrongful detention, malicious prosecution or humiliation;
- (iii) wrongful entry or wrongful eviction or other invasion of privacy;
- (iv) defamation of character other than in the conduct of the Professional Services;
- (v) assault and battery not committed by or at the Insured's direction, unless committed for the purpose of preventing or eliminating danger to persons or property.

14. "Policy" means

this document and any endorsement, specification, attachment or memoranda affixed (or intended to be affixed) to it, the Schedule and the Proposal.

15. "Pollutants" means

any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapours, soot, fumes, acids, alkalis, chemicals and waste material. 'Waste material' includes materials that are intended to be recycled, reconditioned or renewed.

16. "The Products" means

anything manufactured, constructed, erected, assembled, installed, grown, extracted, produced or processed, treated, altered, modified, repaired, serviced, bottled, labelled, handled, sold, supplied, re-supplied or distributed, imported or exported, by or on behalf of the Insured (including the Insured's predecessors in the Business), including any packaging or containers (other than a Vehicle) thereof, including the design, formula or specification, directions, markings, instructions, advice or warnings given or omitted to be given in connection with such Products and anything which, by law or otherwise, the Insured is deemed to have manufactured in the course of the Business including discontinued Products.

Provided always that for the purpose of this insurance the term "Products" shall be deemed not to include:

- (i) food and beverages supplied by or on the Insured's behalf primarily to the Insured's employees as a staff benefit or ,
- (ii) any vending machine or any other property rented to or located for use of others but not sold by the Insured;

and any Claims made against the Insured in respect of Personal Injury and/or Property Damage arising out of any Occurrence in connection therewith shall be regarded as Public Liability Claims.

17. "Products Liability" means

the Insured's legal liability for Personal Injury and/or Property Damage caused by or arising out of any Products or the reliance upon a representation or warranty made at any time with respect to such Products; but only where such Personal Injury and/or Property Damage occurs away from premises owned or leased by or rented to the Insured and after physical possession of such products has been relinquished to others.

18. "Property Damage" means:

- (i) physical loss, destruction of or damage to tangible property, including the loss of use resulting therefrom, and/or
- (ii) loss of use of tangible property that has not been physically damaged, physically lost or physically destroyed provided such loss of use is caused by physical damage to, physical loss of or physical destruction of other tangible property provided that such loss of use is caused by or arises out of an Occurrence.

19. "Proposal" means

the application form or any other type of submission completed by or on behalf of the Insured in which the Insured or the Insured's representative has provided the information upon which the Insurer relied to enter into this Policy.

20. "Public Liability" means

the Insured's legal liability for Personal Injury or Property Damage happening during the Period of Insurance within the Territorial Limits as a result of an Occurrence happening in connection with the Business other than Products Liability.

21. "Schedule" means

the most current Schedule issued by the Insurer in connection with this Policy. The Policy details are set out in the Schedule and must be read in conjunction with the Policy wording. If there is any conflict between the wording on the Schedule and that which appears in the Policy wording then it is the wording on the Schedule which will prevail.

22. "Territorial Limits" means:

- (i) anywhere in the Commonwealth of Australia and its external territories;
- (ii) elsewhere in the World other than North America, but excluding any Claims or actions instituted within any country, state or territory where the law requires that such liability only be insured or secured with an insurer or organisation licensed or authorised in that country, state or territory.
- (iii) overseas business visits by any of the Insured's directors, partners, officers, executives or employees but not where they perform manual work in North America.

In respect of the Products the indemnity granted in relation to such Products shall not apply to Claims in respect of Personal Injury and/or Property Damage and/or Advertising Liability happening in North America where such Products have been exported to North America with the Insured's knowledge.

23. "Terrorism" means

an Act of Terrorism including any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, ethnic or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- (i) involves violence against one or more persons, or
- (ii) involves danger to property; or
- (iii) endangers life other than that of the person committing the action; or
- (iv) creates a risk to health or safety of the public or a section of the public; or
- (v) is designed to interfere with or to disrupt an electronic system.

24. "Tool of Trade" means

a Vehicle that has tools, implements, machinery or plant forming part of or attached to or towed by the Vehicle and is being used by the Insured at their premises or on any Worksite. Tool of Trade does not include any Vehicle whilst travelling to or from a Worksite or Vehicles that are used to carry goods to or from any premises.

25. "Vehicle" means

any type of machine on wheels or on self-laid tracks made or intended to be propelled by other than manual or animal power, and any trailer or other attachment to be utilised in conjunction with or drawn by any such machine.

26. "Watercraft" means

any vessel, craft or thing made or intended to float on or in or travel on or through water, other than a Hovercraft.

27. "The Insurer" means

the Insurer or Insurers shown in the Schedule.

28. "Worksite" means

any premises or site where any work is performed for and/or in connection with the Business.

General Policy Exclusions applying to both Policy Sections

This Policy does not cover any liability:

1. Aircraft, Hovercraft

arising from the ownership, maintenance, operation or use by the Insured of any Aircraft or Hovercraft.

2. Aircraft Products

arising out of any Products which, with the Insured's knowledge, is intended for incorporation into the structure, machinery or controls of any Aircraft.

3. Asbestos

arising from exposure to asbestos or materials containing asbestos.

4. Assumed Liability

which has been assumed by the Insured under any contract or agreement that requires the Insured to:

- (i) effect insurance over property, either real or personal.
- (ii) assume liability of another party regardless of fault; provided that this exclusion shall not apply with regard to:
 - (a) liabilities which would have been implied by law in the absence of such contract or agreement; or
 - (b) liabilities assumed under Incidental Contracts; or
 - (c) terms regarding merchantability, quality, fitness or care of the Products which are implied by law or statute; or
 - (d) liabilities assumed under the contracts specifically designated in the Schedule or in any endorsement(s) to this Policy.

5. Employers Liability

- (i) for Personal Injury to any Worker in respect of which the Insured is or would be entitled to indemnity under any policy of insurance, fund, scheme or self-insurance pursuant to or required by any legislation relating to Workers' Compensation or Accident Compensation whether or not such policy, fund, scheme or self-insurance has been effected.

Provided that this Policy will respond to the extent that the Insured's liability would not be covered under any such policy, fund, scheme or self-insurance arrangement had the Insured complied with its obligations pursuant to such law.

- (ii) imposed by:

the provisions of any industrial award or agreement or determination or any contract of employment or workplace agreement where such liability would not have been imposed in the absence of such industrial award or agreement or determination or contract of employment or workplace agreement or any law relating to Employment Practices.

For the purpose of this exclusion

the term 'Worker' means any person deemed to be employed by the Insured pursuant to any Workers' Compensation Law. Voluntary workers and work experience students shall not be deemed to be the Insured's Workers.

6. Fines, Penalties, Punitive, Exemplary or Aggravated Damages

for any fines, penalties, punitive, exemplary or aggravated damages and any additional damages resulting from the multiplication of compensatory damages.

7. Liquidated Damages

arising out of liquidated damages clauses, penalty clauses or performance warranties except to the extent that such liability would have attached and be otherwise covered by this Policy in the absence of such clauses or warranties.

8. Microorganism

for any Personal Injury, Property Damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other microorganism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is:

- (i) any Property Damage;
- (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence;
- (iii) any loss of use, occupancy or functionality; or
- (iv) any action required, including but not limited to repair, replacement, removal, clean-up, abatement, disposal, relocation or steps taken to address medical or legal concerns.

This Exclusion replaces and supersedes any provision in the Policy that provides insurance, in whole or in part for these matters other than Personal Injury or Property Damage arising from mould, mildew, fungus, spores or other microorganism of any type, nature or description that are on, or are contained in products intended for ingestion by humans or animals and that are covered by this Policy

9. Pollution

- (i) arising out of the discharge, dispersal, release or escape of Pollutants into or upon land, the atmosphere or any water course or body of water.
- (ii) for the cost of testing and monitoring for, removing, nullifying, or cleaning up of Pollutants.

Provided that, with respect to any such liability which may be incurred anywhere other than North America, exclusions 9(i) and 9(ii) shall not apply where such discharge, dispersal, release or escape is caused by a sudden, identifiable, unintended and unexpected event from the standpoint of the Insured which takes place in its entirety at a specific time and place.

- (i) for the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants caused by any of the Products that have been discarded, dumped, abandoned or thrown away by others.

10. Radioactivity

for radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

11. Sanction Laws

where the provision of indemnity under the Policy violates any applicable trade or economic sanctions, laws or regulations of the United Nations, European Union, United Kingdom, United States of America, Australia or any other applicable international or national trade or economic sanctions, laws or regulations.

12. Terrorism

for loss, damage, liability, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss. Provided that, this exclusion also excludes loss, damage, liability, cost or expense of any 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.

13. War

for war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under order of any government or public or local authority.

General Policy Conditions applying to both Policy Sections

1. Adjustment of premium

If the first premium or any renewal premium for this Policy or any part thereof shall have been calculated on estimates provided by the Insured, the Insured shall keep an accurate record containing all particulars relative thereto and shall at all reasonable times and frequency allow the Insurer to inspect such record.

The Insured shall, where requested by the Insurer after the expiry of each Period of Insurance, provide to the Insurer such particulars and information as may be required as soon as reasonably practicable. The premium for such Period shall thereupon be adjusted for that period based on the amount of premium that would have been payable had the Insured provided the information contained in the records at the commencement of the Period of Insurance. The difference must be paid by the Insured or will be refunded to the Insured, as the case may be, subject to retention by the Insurer of any minimum retained premium that may have been agreed upon at inception or the last renewal date of this Policy.

2. Alteration of risk

Every change which substantially varies any of the material facts or circumstances existing at the commencement of each Period of Insurance, that shall come to the knowledge of the Insured's officer responsible for insurance matters, shall be notified to the Insurer as soon as reasonably practicable thereafter and the Insured shall (if so requested) pay such reasonable additional premium as the Insurer may require. The Policy may be cancelled if there is a change and the Insured and Insurer cannot reach an agreement on altered terms and conditions or premium, or where the Insurer is no longer prepared to provide cover because there has been a material change to the risk.

3. Bankruptcy or insolvency

In the event that the Insured should become bankrupt or insolvent, the Insurer shall not be relieved thereby of the payment of any Claims hereunder because of such bankruptcy or insolvency.

In case of execution against the Insured of any final judgment covered by this Policy being returned 'unsatisfied' by reason of such bankruptcy or insolvency, then an action may be maintained by the injured party or their representative against the Insurer in the same manner, and to the same extent as the Insured but not in excess of the Limit of Liability.

4. Breach of condition or warranty

The Insured's rights under this Policy shall not be prejudiced by any unintentional and/or inadvertent:

- (i) breach of a condition or warranty without the Insured's knowledge or consent; or
- (ii) error in the name or title of any person(s), corporation and/or other organization which forms part of the definition of the Insured; or
- (iii) error in name or situation of property; or
- (iv) failure to report any property and/or entity and/or insurable exposure in which the Insured has an interest.

Provided always that, upon discovery of any such fact or circumstances referred to above, the Insured's officer responsible for insurance matters shall give written notice thereof to the Insurer as soon as reasonably practicable thereafter and the Insured shall (if so requested) pay such reasonable additional premium that may be required. The Policy may be cancelled if there is a change and the Insured and Insurer cannot reach an agreement on altered terms and conditions or premium, or where the Insurer is no longer prepared to provide cover because there has been a material change to the risk.

5. Cancellation of this policy

By the Insured

The Insured may cancel this Policy at any time by tendering notice in writing to the Insurer to that effect, in which event the cancellation will become effective from the earlier of the date the notice is received by the Insurer or the date on which the Insured arranged alternative insurance protection. However, in respect of Section 2 – Professional Indemnity, if the Insured has notified the Insurer of a Claim or is aware of circumstances that may give rise to a Claim the Insurer shall be entitled to retain the entire Premium allocated by the Insurer to Section 2.

By the Insurer

The Insurer may cancel this Policy in any of the circumstances set out in Sections 60 or 61 of the Insurance Contracts Act 1984 (as amended).

Such cancellation shall take effect at the earlier of the following times:

- (i) the time when another policy of insurance between the Insured and the Insurer or some other insurer, being a policy that is intended by the Insured to replace this Policy, is entered into; or
- (ii) at 4.00 p.m. on the thirtieth (30th) business day after the day on which notification was given to the Insured.

In the event of cancellation of this Policy by the Insured, the Insured shall be entitled to a pro rata refund of premium, subject to any minimum and deposit premium, minimum retained premium or other cancellation condition that may have been applied.

In the event of cancellation of this Policy by the Insurer, the Insured shall be entitled to a pro rata refund of premium and subject to any minimum and deposit premium, minimum retained premium or other cancellation condition that may have been applied.

If the premium is subject to adjustment, cancellation will not affect the Insured's obligation to supply the Insurer with such information as is necessary to permit the premium adjustment to be calculated.

6. Inspection and audit

The Insurer shall be permitted, but not obligated, to inspect the Insured's premises and operations at any reasonable time and frequency. Neither the right to make inspections, nor the failure to make inspections, nor the making of inspections, nor any report of an inspection shall constitute an undertaking, on behalf of or for the benefit of the Insured or others, to determine or warrant that such premises or operations are safe or healthful or are in compliance with any law, rule or regulation.

The Insurer may examine and audit the Insured's books and records at any reasonable time and frequency during the currency of this Policy and within three (3) years after the final termination of this Policy but only with regard to matters which in the Insurer's opinion are relevant to this Policy.

7. Jurisdiction

This contract of insurance shall be governed by and construed in accordance with the laws of Australia and the States and Territories thereof. Each party agrees to submit to the jurisdiction of any Court of competent jurisdiction in a State or Territory of Australia and to comply with all requirements necessary to give such Court jurisdiction. All disputes arising under this Policy shall be determined in accordance with the law and practice of such Court.

8. Misrepresentation and Non-disclosure

If the Insured:

- (i) failed to disclose any matter which the Insured was under a duty to disclose to the Insurer(s): or
- (ii) made a misrepresentation to the Insurer(s) before this Policy was entered into and if the Insurer would not have entered into this Policy for the same premium and on the same terms and conditions expressed in this Policy but for the failure to disclose or the misrepresentation then:
- (iii) the liability of the Insurer in respect of any Claim will be reduced to an amount to place the Insurer in the same position in which the Insurer would have been placed if such non- disclosure had not occurred or such misrepresentation had not been made: or
- (iv) if the non-disclosure or misrepresentation was fraudulent, the Insurer may avoid this Policy.

9. Non-imputation

Where this insurance is arranged in the joint names of more than one Insured, as described in General Policy Definition 8, it is hereby declared and agreed that:

- (i) each Insured shall be covered as if it made its own proposal for this insurance.
- (ii) any declaration, statement or representation made in any proposal shall be construed as a separate declaration, statement or representation by each Insured.
- (iii) any knowledge possessed by any Insured shall not be imputed to the other Insured(s).

10. Reasonable precautions

The Insured must:

- (i) exercise reasonable care that only competent employees are employed and take reasonable measures to maintain all premises, fittings and plant in sound condition.
- (ii) take reasonable precautions to prevent:
 - (a) Personal Injury and Property Damage
 - (b) the manufacture, sale or supply of defective Products.
- (i) take reasonable steps to comply and ensure that employees, servants and agents comply, with all statutory obligations, by-laws or regulations imposed by any public authority in respect of the safety of persons or property.
- (ii) at the Insured's own expense, take reasonable action to trace, recall or modify any Products containing any defect or deficiency which defect or deficiency the Insured has knowledge of or has reason to suspect.

11. Subrogation and allocation of the proceeds of recoveries

Subject to General Policy Condition 12, any corporation, organisation or person claiming under this insurance shall, at the Insurer's request and expense, do and concur in doing and permit to be done all such acts and things that may reasonably be required by the Insurer for the purpose of enforcing any rights and remedies, or for obtaining relief or indemnity from any other organisation(s) or person(s), to which the Insurer shall be or would become entitled upon paying for or indemnifying the Insured in respect of legal liability under this insurance.

Should the Insured incur any legal liability which is not covered by this insurance:

- (i) due to the application of an Excess; and/or
- (ii) where the amounts of any judgments or settlements exceed the applicable Limit of Liability;

the Insured will be entitled to the first call on the proceeds of all recoveries made, by either the Insured or the Insurer, on account of such legal liability until fully reimbursed for such uninsured amount or amounts (less the actual costs of making such recoveries where those costs are incurred by the Insurer) and any remaining amount(s) will be applied to reimburse the Insurer.

12. Subrogation and allocation of the proceeds of recoveries

Subject to General Policy Condition 12, any corporation, organisation or person claiming under this insurance shall, at the Insurer's request and expense, do and concur in doing and permit to be done all such acts and things that may reasonably be required by the Insurer for the purpose of enforcing any rights and remedies, or for obtaining relief or indemnity from any other organization(s) or person(s), to which the Insurer shall be or would become entitled upon paying for or indemnifying the Insured in respect of legal liability under this insurance

Should the Insured incur any legal liability which is not covered by this insurance:

- (i) due to the application of an Excess; and/or
- (ii) where the amounts of any judgments or settlements exceed the applicable Limit of Liability;

the Insured will be entitled to the first call on the proceeds of all recoveries made, by either the Insured or the Insurer, on account of such legal liability until fully reimbursed for such uninsured amount or amounts (less the actual costs of making such recoveries where those costs are incurred by the Insurer) and any remaining amount(s) will be applied to reimburse the Insurer.

13. Subrogation waiver

Notwithstanding General Policy Condition 11 the Insurer hereby agrees to waive all rights of subrogation under this Policy against:

- (i) each of the parties described under General Policy Definition 8;
- (ii) any corporation, organisation or person which or who owns or controls the majority of the capital stock of any corporation or organisation to which or to whom protection is afforded under this Policy.

Where such corporation, organisation or person is protected from liability Insured against hereunder by any other policy of indemnity or insurance, The Insurer's right of subrogation is not waived to the extent and up to the amount of such other policy.

Section 1 Broadform Liability

Coverage Clause specific to Section 1.

Section 1 of this Policy insures all amounts, which the Insured becomes legally liable to pay as Compensation in respect of Personal Injury and/or Property Damage and/or Advertising Liability happening within the Territorial Limits during the Period of Insurance as a result of an Occurrence in connection with the Business or the Products, up to the Limit of Liability and subject to the other Policy terms and conditions.

In order to be sure that the Insured is covered under this Policy the Insured should always contact the Insurer for approval before the Insured incurs costs the Insured wishes to claim. If the Insured does not, the Insurer will pay for costs incurred up to the amount the Insurer would have authorised had the Insured asked first.

Supplementary Payments

With respect to the indemnity provided by Section 1 of this Policy, the Insurer will:

- (i) defend, in the Insured's name and on the Insured's behalf (having regard to the Insured's interests and acting reasonably), any Claim or suit against the Insured alleging such Personal Injury or Property Damage or Advertising Liability and seeking damages on account thereof even if any of the allegations of such Claim or suit is groundless, false or fraudulent.
- (ii) pay all charges, expenses and legal costs incurred by the Insurer and/or by the Insured with the Insurer's written consent in the investigation, reporting, settlement or defense of such Claim or suit.
- (iii) pay all legal costs awarded against the Insured in any such suit or Claim and all interest on the judgment or settlement amount accruing after the entry of judgement against the Insured until the Insurer has paid, tendered or deposited in court such part of the judgement as does not exceed the Limit of Liability.
- (iv) pay expenses incurred by the Insured for:
 - (a) providing first aid to others for Personal Injury which is covered by this Policy (other than medical expenses prohibited by law);
 - (b) temporary protection of damaged or undamaged property of any person or party, including temporary repairs, shoring up and/or unpinning thereof.
 - (c) purchasing and/or hiring and/or erection and dismantling of hoarding, barriers, fences and any other form of temporary protection, including such protection which the Insured must provide in compliance with the requirements of any Government, Local Government or other Statutory Authority.
 - (d) pay all legal costs incurred by the Insured with the Insurer's consent for representation of the Insured at any Coronial Inquest, Inquiry or any proceedings in any court or tribunal in connection with liability insured against by this Policy.

The amounts of such Supplementary Payments incurred, except payments in settlement of Claims and suits, are payable by the Insurer in addition to the applicable Limit of Liability of this Policy.

However, in respect of any Claims or suits originating in any court in North America, the applicable Limit of Liability shown in the Schedule shall be inclusive of all Supplementary Payments and not additional to it.

In the event of a payment exceeding the Limit of Liability being made to dispose of a Claim, the liability of the Insurer to pay costs, expenses and interest under the Policy shall be limited to that proportion of those costs, expenses and interest as the Limit of Liability bears to the amount paid to dispose of the Claim.

Limits of Liability and Excess specific to Section 1

The Limit of Liability is the amount stated in the Schedule. This is the maximum amount the Insurer will pay in respect of any one Occurrence provided that, for all legal liability directly or indirectly arising out of the Products, the Insurer's total aggregate liability during any one Period of Insurance will not exceed the Limit of Liability. The Limit of Liability is inclusive of and not additional to any applicable Excess. However, in respect of any sub limited items the sub limit shall be additional to any applicable Excess.

The Insured must pay the Excess for each Occurrence, including for any Supplementary payments made.

Policy Definitions applying to Section 1

1. "Business" means

the business as described in the Schedule (and, where applicable, as further described in any more specific underwriting information provided to the Insurer at the time when this insurance was negotiated) and shall include:

- (i) the ownership and maintenance of premises and/or the tenancy thereof by the Insured.
- (ii) the provision of any sponsorships, charities, first aid, medical, ambulance or firefighting services by the Insured or on the Insured's behalf.
- (iii) private work undertaken by the Insured's employees for any of the Insured's directors, partners, proprietors, officers or executives.
- (iv) the provision of any canteen, social and/or sporting clubs or the welfare and/or child care facilities by the Insured or on the Insured's behalf, which are primarily for the benefit of the Insured's employees.

2. "Incidental Contracts" means

- (i) any written rental agreement or lease of real or personal property entered into for the purpose of the Business described in the Schedule that does not carry an obligation to insure such property or be strictly liable regardless of fault.
- (ii) any written contract with any authority or entity responsible for the supply of electricity, fuel, gas, natural gas, air, steam, water, sewerage reticulation control systems, waste disposal facilities, telephone and communication services or other essential services, except those contracts in connection with work done for such authorities or entities.
- (iii) any written contract with any railway authority for the loading, unloading and/or transport of Products, including contracts relating to the operation of railway sidings.
- (iv) those contracts specified in the Schedule.

3. "Occurrence" means

an event or events, including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury and/or Property Damage and/or Advertising Liability that is neither expected nor intended (except Assault and Battery as detailed in the definition 13(v) Personal Injury) from the standpoint of the Insured.

With respect to Personal Injury or Property Damage, all events of a series consequent upon or attributable to one source or original cause shall be deemed to be one Occurrence.

All Advertising Liability arising out of the same injurious material or act (regardless of frequency or repetition thereof, the number and type of media used or the number of Claimants) shall be deemed to be one Occurrence.

Policy Exclusions specific to Section 1

Section 1 of this Policy does not cover any liability for:

1. Breach of Professional Service duties

arising out of any breach of duty owed in a Professional Service by the Insured and/or any person(s) for whose breaches the Insured may be held legally liable, but this exclusion shall not apply to Claims:

- (i) arising out of advice which is given by the Insured for no fee or,
- (ii) arising out of advice given in respect of the use or storage of the Products or,
- (iii) arising out of the rendering of or failure to render professional medical advice by Medical Persons engaged by the Insured to provide first aid and other medical services on the Insured's premises provided that the Business and / or Professional Services are not involved in the provision of medical services,

and which result in Personal Injury or Property Damage. For the sake of clarity, Policy Section 1 shall not provide indemnity in respect of an Occurrence, Claim, event or matter for which indemnity is available under Policy Section 2.

2. Damage to the Products

for Property Damage to the Products where such damage is directly caused by a fault or defect in such Products

3. Defamation

for defamation:

- (i) arising from the conduct of the Professional Services,
- (ii) resulting from statements made prior to the commencement of the Period of Insurance,
- (iii) resulting from statements made at the Insured's direction with knowledge that such statements are false,
- (iv) related to advertising, broadcasting, publishing or telecasting activities conducted by or on behalf of the Insured if the Insured's principal occupation is advertising, broadcasting, publishing or telecasting.

4. Faulty Workmanship

for the cost or expenses of performing, completing, correcting or improving any work or service undertaken by or on behalf of the Insured.

5. Information Technology Hazards, Computer data, Program and Storage Media arising out of;

- (i) the Insured's internet operations. This exclusion shall not apply to Personal Injury and/or Property Damage and/or Advertising Liability otherwise covered by this Policy which would have arisen irrespective of the Insured's internet operations.
- (ii) Property Damage to computer data or programs and their storage media arising out of or caused by, through or in connection with:
 - (a) the use of any computer hardware or software
 - (b) the provision of computer or telecommunication services by or on behalf of the Insured
 - (c) the use of computer hardware or software belonging to any third party, whether authorized or unauthorized including damage caused by any computer virus

But this exclusion does not apply to:

Personal Injury or Property Damage arising out of any material which is already in print by the manufacturer in support of its product, including but not limited to product use and safety instructions or warnings, and which is also reproduced on its site, or liability which arises irrespective of the involvement of the Insured's internet operations.

Nothing in this exclusion will be construed to extend coverage under this Policy to any liability which would not have been covered in the absence of this exclusion

6. Loss of Use

for loss of use of tangible property, which has not been physically lost, destroyed or damaged, arising out of:

- (i) a delay in or lack of performance by or on behalf of the Insured of any contract or agreement; or
- (ii) failure of the Products or work performed by or on behalf of the Insured to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by the Insured; but this exclusion shall not apply to the Insured's liability for loss of use of other tangible property resulting from sudden and accidental physical loss, destruction of or damage to the Products or work performed by or on behalf of the Insured, as a result of an Occurrence and after such Products or work have been put to use by any person or organization other than the Insure.

7. Product Guarantee

for any Products warranty or guarantee given by or on behalf of the Insured, but this exclusion shall not apply to the requirements of any Federal or State legislation as to product safety and information.

8. Product Recall

for damages, costs or expenses arising out of the withdrawal, recall, inspection, repair, reconditioning, modification, reinstallation, replacement or loss of use of any Products where such Products are withdrawn or recalled from the market or from use by any person or organisation because of any known, alleged or suspected defect or deficiency in such Products.

9. Property in Physical or Legal Control

- (i) for Property Damage to property owned by the Insured or,
- (ii) for Property Damage to property in the Insured's physical or legal care, custody or control but this exclusion shall not apply with regard to:
- (iii) the personal property, tools and effects of any of the Insured's directors, partners, proprietors, officers, executives or employees, or the clothing and personal effects of any of the Insured's visitors.
- (iv) premises or part(s) of premises (including their contents) leased or rented to, or temporarily occupied by, the Insured for the purpose of the Business, but no cover is provided by this Policy if the Insured has assumed the responsibility to insure such premises.
- (v) any other property temporarily in the Insured's possession for the purpose of being worked upon; but no indemnity is granted for damage to that part of any property upon which the Insured is or has been working if the damage arises out of such work.
- (vi) any Vehicle (including its contents, spare parts and accessories while they are in or on such Vehicle) not belonging to or used by the Insured, whilst any such Vehicle is in a car park owned or operated by the Insured; provided that the Insured does not operate the car park for reward as part of the business.
- (vii) any other property (except property owned by the Insured) whilst in the Insured's physical or legal care, custody or control where the Insured has accepted or assumed legal liability for such property. Provided that the Insurer's liability under this clause shall not exceed \$100,000, or any other sublimit as shown in the Schedule, in respect of any one Claim or series of Claims arising out of any one Occurrence and in the aggregate any one Period of Insurance.

10. Smoking

for any Personal Injury directly or indirectly arising out of or in any way connected with, the inhalation or ingestion of or exposure to tobacco or tobacco smoke or any ingredient or additive present in any articles, items or goods which contain or include tobacco.

11. TSE

for any Claim or Claims in respect of loss or losses directly or indirectly arising out of, resulting from, or in consequence of, or in any way involving any actual or probable causal elements (e.g. prions) and any connected, possible illness in the area of transmissible spongiform encephalopathy (TSE) such as, for example, bovine spongiform encephalopathy (BSE) or new variant Creutzfeldt-Jakob disease (vCJD).

12. Vehicles

for Personal Injury or Property Damage arising out of the ownership, possession or use by the Insured of any Vehicle:

- (i) which is registered or which is required under any legislation to be registered, or
- (ii) in respect of which compulsory liability insurance or statutory indemnity is required by virtue of legislation (whether or not that insurance is effected);

but Exclusions 12(i) and 12(ii) shall not apply to:

Personal Injury where:

- (iii) that compulsory liability insurance or statutory indemnity does not provide indemnity, and
- (iv) the reason or reasons why that compulsory liability or statutory indemnity does not provide indemnity do not involve a breach by the Insured of legislation relating to Vehicles.
- (v) any Vehicle (including any tool or plant forming part of or attached to or used in connection with such Vehicle) whilst being operated or used by or on behalf of the Insured as a Tool of Trade at the Insured's premises or on any Worksite.
- (vi) the delivery or collection of goods to or from any Vehicle.
- (vii) the loading or unloading of goods to or from any Vehicle.
- (viii) any Vehicle temporarily in the Insured's custody or control for the purpose of parking.

13. Welding and allied processes

arising out of the Insured's or other persons working on behalf of the Insured not having strictly complied with the relevant Australian Standard as set out in the Standard or as amended when involved in the welding, thermal or oxygen cutting or heating or other related heat producing or spark producing operations.

14. Watercraft

for Personal Injury and/or Property Damage arising from the ownership, operation or use by the Insured of any Watercraft exceeding eight (8) metres in length, whilst such Watercraft is afloat. Provided that this exclusion shall not apply with regard to Claims arising out of Watercraft owned by others and used by the Insured for business entertainment.

Policy Conditions Specific to Section 1

1. Cross liabilities

This insurance extends to indemnify each of the parties specified in General Policy Definition 8 separately in the same manner and to a like extent as though policies had been issued in their separate names. In particular, but without limiting the foregoing, this insurance shall indemnify each of the Insured parties in respect of Claims made by any other of such parties.

Provided always that:

- (i) each of such parties shall be separately subject to the terms, Claims Conditions, General Conditions, Exclusions and Definitions of Section 1 of this Policy in the same manner and to a like extent as though separate policies had been issued, and
- (ii) in no case shall the amount payable by the Insurer in respect of any one Claim or series of Claims arising out of any one Occurrence or in the aggregate, as the case may be, exceed the applicable Limit of Liability as specified in the Schedule.

Section 2 Professional Indemnity

Coverage Clause Specific to Section 2.

Subject to the Policy terms, exclusions and conditions, both general and section specific, the Insurer agrees to indemnify the Insured against professional liability arising from any Claim as a result of a breach of Professional Service(s) in the conduct of the Insured's profession: -

- (a) first made against the Insured during the Period of Insurance; and
- (b) notified to the Insurer during the Period of Insurance or where applicable, the extended notification period.

In order to be sure that the Insured is covered under this Policy the Insured should always contact the Insurer for approval before the Insured incurs costs the Insured wishes to claim. If the Insured does not, the Insurer will pay for costs incurred up to the amount the Insurer would have authorised had the Insured asked first.

1. Limit of Indemnity

- (a) The Insurer's total liability for any one Claim or loss, including Supplementary Payments, will not exceed the Limit of Indemnity specified in the Policy Schedule, and the Insurer's total liability in the aggregate in respect of all Claims or losses, including costs and expenses, during the Period of Insurance, will not exceed the aggregate Limit of Indemnity shown on the Policy Schedule.
- (b) This clause does not increase any sub-limit in the Policy.

2. Multiple Claims

- (a) All causally connected or interrelated acts, errors or omissions shall jointly constitute a single act, error or omission under this Policy.
- (b) Where a single act, error, or omission gives rise to more than one Claim, all such Claim(s) shall jointly constitute one Claim under the Policy, and only one deductible shall be applicable in respect of such Claim. Furthermore, if there is an aggregate limit of indemnity, only one limit of indemnity will be applicable in respect of such Claim.

3. Supplementary Payments

With respect to the indemnity provided by Section 2 of this Policy, the Insurer will:

- (i) defend, in the Insured's name and on the Insured's behalf, any Claim or suit against the Insured alleging such breach of Professional Services and seeking damages on account thereof even if any of the allegations of such Claim or suit is groundless, false or fraudulent.
- (ii) pay all charges, expenses and legal costs incurred by the Insurer and/or by the Insured with the Insurer's written consent in the investigation, reporting, settlement or defence of such Claim or suit.
- (iii) pay all legal costs awarded against the Insured in any such suit or Claim and all interest on the judgment or settlement amount accruing after the entry of judgement against the Insured until the Insurer has paid, tendered or deposited in court such part of the judgement as does not exceed the Limit of Liability.
- (iv) pay all legal costs incurred by the Insured with the Insurer's consent for representation of the Insured at any Coronial Inquest, Inquiry or any proceedings in any court or tribunal in connection with liability insured against by this Policy.

The amounts of such Supplementary Payments incurred, except payments in settlement of Claims and suits, are payable by the Insurer and are included within and not in addition to the applicable Limit of Liability of this Policy.

DEFINITIONS Specific to Section 2

1. "Claim" means:

- (a) The receipt by the Insured of any written notice of demand for Compensation made by a third party against the Insured.
 - (b) Any writ, statement of Claim, summons, application or other originating legal or arbitral process, cross-Claim, counter Claim or third or similar party notice served upon the Insured which contains a demand for Compensation made by a third party against the Insured.
2. "Conflict" means:
- (a) a conflict of duty, where an Insured acts for a client whilst being subjected to a contrary interest, being an interest of another client; or
 - (b) a conflict of interest, where an Insured acts for a client whilst being subjected to a contrary interest, being a personal advantage interest.
3. "Document" means:
- deeds, wills, agreements, maps, plans, books, 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 or currency notes or any other negotiable instrument.
4. "Family Member" means:
- (a) any spouse, domestic partner, or companion;
 - (b) any parent, or parent of the spouse, domestic partner or companion;
 - (c) any sibling or child; of an Insured.
5. "Professional Service" means:
- the Professional Services shown in the Schedule.
6. "Minor interest" means:
- a direct or indirect control or ownership of less than 10% of the issued share capital and/or options of a public company or less than 10% of the value of any other company, entity or enterprise.
7. "Senior Counsel" means:
- a barrister in active practice who is entitled to use the post-nominals QC or SC in any one or more superior court in the Commonwealth of Australia or the Dominion of New Zealand.

Additional Benefits Specific to Section 2

The Insurer shall provide indemnity as is available under this Section provided always that:-

- (a) the indemnity provided by each Additional Benefit shall apply only to the extent that it derives from a Claim alleging a breach of Professional Service, of an Insured;
- (b) the indemnity provided by each Additional Benefit is subject to the Coverage Clause, Schedule, Conditions, Definitions, Exclusions, Excess and other terms of this Policy (unless otherwise expressly stated herein);
- (c) the inclusion of any Additional Benefit shall not increase the Limit of Indemnity;

1. Advancement of investigation costs and expenses

The Insurer agrees to pay Investigation costs and expenses. Subject always that:-

- (a) the investigation, examination or enquiry, or notice of intended investigation, examination or enquiry is commenced during the Period of Insurance and is notified to the Insurer during the same Period of Insurance;
- (b) the Insurer shall be entitled, at their discretion, to appoint legal representation to represent the Insured in the investigation, examination or enquiry;
- (c) the Insurer has given prior written consent to any such Investigation costs and expenses before they are incurred.

In the event that a Claim for payment of Investigation Costs and expenses is withdrawn, or indemnity under this Policy is subsequently withdrawn or denied, the Insurer shall cease to advance investigation costs and expenses and the Insured shall refund any investigation costs and expenses advanced by the Insurer to the extent that the Insurer is satisfied that the Insured was not entitled to such investigation costs and expenses, unless the Insurer agrees in writing to waive recovery of such Investigation Costs and related expenses; and

The Insurer's total liability in respect of investigation costs and expenses for all Claims made under this Policy Extension shall not exceed a maximum of \$50,000.

For the purpose of this Additional Benefit, an investigation, examination or enquiry includes an investigation, examination or enquiry by way of a Royal Commission or Coronial Enquiry or conducted by a regulatory authority such as the Australian Securities and Investments Commission but does not include any investigation, examination or enquiry conducted by a parliament or any disciplinary committee of any association or professional body of which the Insured is a member.

2. Continuous cover

The Insurer shall, notwithstanding Exclusion 5 (Prior Knowledge) and Claims Made notice, provide indemnity for any Claim made against the Insured where such Claim arises from a fact or Circumstance:

- (a) of which the Insured first became aware prior to the Period of Insurance and which the Insured knew, or ought to have reasonably known, had potential to give rise to a Claim; and
- (b) which should have been, but was not, notified to the Insurer under an earlier policy under which the Insurer was indemnifying the Insured.

Subject always that:-

- (c) such indemnity shall not apply to any Claim where the Insured's failure to notify such Claim is fraudulent;
- (d) the Insurer has continued as the Insurer of the Insured's Professional Indemnity policy in uninterrupted succession between the date when the Circumstance should have been notified and the date the Claim was actually notified;
- (e) the Insurer shall be entitled to reduce its liability to the extent of any prejudice that arises from the Insured's failure to notify the Insurer of such Claim;
- (f) such indemnity shall be subject to the terms, conditions, Limit of Indemnity and Excess applicable to this Policy.

3. Consultants, sub-contractors and agents

The Insurer agrees to provide indemnity to the Insured in respect of any Claim made against the Insured arising from any act, error or omission committed or alleged to have been committed on the part of any consultant, sub-contractor or agent for whose acts, errors or omissions the Insured is legally liable. Such indemnity shall not extend to any consultant, sub-contractor or agent.

4. Court attendance costs

The Insurer agrees to provide up to \$250 per day for court attendance costs incurred by the Insured, if the Insured is required by the Insurer to attend a civil proceeding as a witness in a Claim covered by this Policy. The Insurer's total aggregate liability during any one Period of Insurance for all court attendance costs shall not exceed \$25,000, and shall be part of and not in addition to the Limit of Indemnity as shown on the Policy Schedule.

5. Defamation

The Insurer agrees to indemnify the Insured against any Claim made against the Insured for unintended defamation arising from the Professional Services other than as related to advertising, broadcasting, publishing or telecasting activities conducted by or on behalf of the Insured if the Insured's principal occupation is advertising, broadcasting, publishing or telecasting.

6. Estates and legal representatives

The Insurer agrees to include in the definition of the Insured the estate, heirs, legal representatives or assigns of any Insured in the event of the death or incapacity of such

Insured against any Claim that would otherwise have been covered by the Policy if the Insured was alive or had capacity. Subject otherwise to the terms, conditions and exclusions of this Policy insofar as they can apply.

7. Fraud and dishonesty

The Insurer agrees to indemnify the Insured for any Claim made against that Insured, which would otherwise be excluded by reason of Exclusion 3 (Fraud and Dishonesty).
Provided always that:-

- (a) such indemnity shall not be provided to any Insured who committed or condoned any act, error or omission excluded by reason of Exclusion 3 (Fraud and Dishonesty);
- (b) such indemnity shall not apply to any Claim against any Insured directly or indirectly based upon, attributable to, or in consequence of:-
- (c) the loss of money, negotiable instruments, bearer bonds or coupons, stamps, bank or currency notes;
- (d) the loss of an electronic record which represents a current and transferable obligation of a person to pay the holder of the electronic record an amount or amounts of money described in the electronic record in exchange for delivery, adjustment or cancellation of the electronic record; or
- (e) a transaction, director or dealing involving or in any way relating to a right to be paid money or to have any of the items referred to in subparagraph (i) or (ii) of this paragraph (b) delivered, negotiated or assigned or an electronic record of such a right.

8. Intellectual property

The Insurer agrees to indemnify the Insured for any Claim made against the Insured for any unintentional infringement of copyright, trademark, registered design or patent, or any plagiarism or breach of confidentiality.

9. Joint venture liability

The Insurer agrees to indemnify the Insured for any Claim made against the Insured for that proportion of any liability which attaches to the Insured arising out of activities in which the Insured is engaged in a joint venture.

10. Loss of documents

The Insurer agrees to indemnify the Insured in respect of the loss of any documents (including documents which are the property of the Insured) which have been destroyed, damaged, lost or mislaid and, after diligent search and attempt to recover, cannot be found.

Subject always that:-

- (a) the discovery of such loss of documents occurred during the Period of Insurance and was notified in writing to the Insurer within the Period of Insurance; and
- (b) such indemnity shall be limited to the costs, charges and expenses of whatsoever nature incurred by the Insured in replacing and/or restoring such documents and 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 the Insurer with the approval of the Insured; and
- (c) the Insurer shall not be liable under this Additional Benefit to provide indemnity in respect of that proportion of any costs, charges and expenses of whatsoever nature arising directly or indirectly out of:-
 - (i) corruption, erasure, theft, alteration of, or
 - (ii) access or lack of access to, or
 - (iii) interference with electronically stored data of the Insured or held by the Insured wholly or partly caused by:-
 - any computer virus; or
 - any person who is not a current principal, partner, director or employee of the Insured
- (a) such indemnity shall be limited to the loss of any documents:

- (i) which were in the physical custody or control of the Insured or any person to whom the Insured entrusted, lodged or deposited such documents in the ordinary course of business; and
 - (ii) which occurred within the Commonwealth of Australia or the Dominion of New Zealand; and
- (b) The Insurer's aggregate liability in respect of all losses under this Additional Benefit shall not exceed the sum of \$50,000.

11. Newly created subsidiary

The Insurer agrees to include in the definition of Insured 8(i) and (ii) any subsidiary created by the Insured during the Period of Insurance for a period of up to fourteen (14) days (but never beyond the expiry date of the period of cover) from the date of such creation.

Provided always that this Policy Extension will only apply in respect of Claim(s) against the subsidiary arising from an act, error or omission occurring subsequent to the date of creation of the subsidiary.

12. Outgoing principals

The Insurer agrees to indemnify former principals, partners, directors and employee(s) of the Insured for any Claim provided always that the definition of the Insured 8 (I) and (II) includes those persons and only in respect of work performed while a principal, partner, director or employee of the Insured.

13. Public relations expenses

Where the Insured retains the services of a public relations consultant for the sole purpose of protecting the Insured's reputation that has been brought to question as a direct result of a Claim covered by this Policy, the Insurer agrees to pay any reasonable fees, costs, and expenses of such public relations consultant. Subject always that:

- (a) the Insured notifies the Insurer as soon as reasonably possible after first becoming aware of the Insured's reputation being brought into question, and provides full written details outlining the circumstances surrounding the event; and
- (b) the Insurer has given written consent to retain the services of such public relations consultant; and
- (c) the Insurer's total aggregate liability during any one Period of Insurance for all public relations expenses shall not exceed \$25,000, and shall be part of and not additional to the Limit of Indemnity as shown on the Policy Schedule.

Run off cover

The Insurer agrees that in the event that an Insured entity ceases to exist or operate or is consolidated with, merged into or acquired by any other entity then the coverage provided under this Policy with respect to such Insured entity shall continue until the expiry date of the Period of Insurance.

Such coverage shall only apply in respect of Claim(s) arising from an act, error or omission occurring prior to the effective date that such Insured entity ceased to exist or operate or was consolidated with, merged into or acquired by another entity.

14. Trade Practices

The Insurer agrees to indemnify the Insured for any Claim made against the Insured under the terms of the Competition and Consumer Act 2010 or any Fair trading or similar legislation enacted by the other states or territories of the Commonwealth of Australia or the Dominion of New Zealand.

Optional Extensions Specific to Section 2

The indemnity provided by each Optional Extension is subject to the Coverage Clause, Schedule, Conditions, Definitions, Exclusions, Excess and other terms of this Policy (unless otherwise expressly stated herein).

Where an Optional Extension is not specified as included in the Schedule then this Policy shall not provide any indemnity in relation to such Optional Extension.

1. Automatic Reinstatement

Subject to an agreed additional Premium the Insurer agrees to increase the Limit of Indemnity under this Policy by an amount equal to the Limit of Indemnity.

Provided always that the Insurer's total liability under this Policy shall not exceed:-

- (a) in respect of any one Claim, the Limit of Indemnity as specified in the Schedule.
- (b) in respect of all Claims, an amount equal to twice such Limit of Indemnity.

Exclusions Specific to Section 2.

The Insurer shall not be liable under Section 2 of this Policy to provide indemnity in respect of any Claim against any Insured

1. Advertising Liability

for Advertising Liability.

2. Conflict

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

Conflict. Provided always that:

- (a) this Exclusion does not derogate from or limit Exclusion 3 (Fraud and Dishonesty); and
- (b) this Exclusion shall not apply where the Conflict arises from the Insured's provision of Professional Services to more than one client and the Insured obtains a signed and dated document from each client prior to providing Professional Services acknowledging such Conflict.

3. Financial interest

directly or indirectly based upon, attributable to or in consequence of any actual or alleged:-

- (a) advice;
- (b) inducement;
- (c) recommendation;
- (d) endorsement; or
- (e) other service

provided by an Insured regarding investment in, work for, or lending to:-

- (i) an Insured;
- (ii) any entity operated or controlled by an Insured;
- (iii) any subsidiary, nominee, trustee or family member of an Insured; or
- (iv) any entity in which an Insured or any subsidiary, nominee of an Insured, trustee of an Insured or family member has a direct or indirect financial interest other than a Minor Interest.

4. Fraud and dishonesty

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

- (a) any dishonest, fraudulent, criminal, or malicious act or omission of an Insured or their consultants, sub-contractors or agents; or
- (b) any act or omission of an Insured or their consultants, sub-contractors, or agents committed or alleged to have been committed with a reckless disregard for the consequences thereof; or
- (c) any wilful breach of any statute, contract or duty by an Insured or their consultants, sub-contractors or agents.

5. Personal Injury or Property Damage

for Personal Injury or Property Damage unless arising directly from a breach of Professional Service by or on behalf of the Insured.

6. Prior knowledge

- (a) made, threatened or intimated against an Insured prior to the Period of Insurance; or
- (b) directly or indirectly based upon, attributable to, or in consequence of any fact or circumstance:
- (c) of which written notice has been given to an Insurer under any previous policy; or
- (d) of which an Insured first became aware prior to the Period of Insurance, and which such Insured knew or ought reasonably to have known had potential to give rise to a Claim under this Policy.

7. Products Liability

for Products Liability.

8. Related or associated entities and Cross Liability.

brought or maintained by or on behalf of:-

- (a) an Insured or any subsidiary or parent of an Insured; or
- (b) any person who, at the time of the act, error or omission giving rise to the Claim is a family member of an Insured unless such person is acting without any prior direct or indirect solicitation or co-operation of an Insured.

9. Trading debts

directly or indirectly based upon, attributable to, or in consequence of any trading debt incurred by an Insured or any guarantee given by an Insured for a debt.

CONDITIONS Specific to Section 2.

1. Defence and settlement

- (a) The Insured agrees not to settle any Claim, incur any costs and expenses or investigation costs and expenses, make any admission, offer or payment or otherwise assume any contractual obligation with respect to any Claim or loss without the Insurer's written consent, such consent not to be unreasonably withheld. The Insurer shall not be liable for any settlement, costs and expenses, investigation costs and expenses, admission, offer or payment, or assumed obligation to which the Insurer has not consented in writing, to the extent the Insurer is prejudiced.
- (b) The Insurer shall be entitled if the Insurer so desires, to take over and conduct, in the name of the Insured, the defence or settlement of any Claim at any time. In the event that this occurs, the Insurer will then have sole control of the Claim. The Insurer will act reasonably having regard to the Insured's interests and will keep the Insured informed if asked to.
- (c) The Insurer may, if the Insurer believes that any Claim will not exceed the Excess, instruct the Insured to conduct the defence of the Claim. In such situation, the Insurer will reimburse the Insured for all reasonable costs and expenses in the defence of the Claim in the event that any payment made to dispose of the Claim exceeds the Excess.
- (d) If the Insurer retains legal practitioners to conduct, in the name of the Insured, the investigation, defence or settlement of any Claim, those legal practitioners will only act on the Insurer's behalf in relation to any issue regarding the Insured's entitlement to indemnity from the Insurer and they will not act on the Insured's behalf in respect of any such issue. Any information that is received by legal practitioners retained by the Insurer in the course of investigating, defending or settling any Claim against the Insured can be provided to and relied upon by the Insurer in relation to any issue that may arise regarding their liability to indemnify the Insured.
- (e) In relation to any such information, the Insured waives any Claim that it may have for legal professional privilege as between the Insured, the legal practitioners retained by the Insurer.

- (f) The legal practitioners retained by the Insurer to conduct the investigation, defence or settlement of any Claim, may provide advice to the Insurer on any issue regarding their liability to indemnify the Insured and, whilst doing so, may continue to act in the investigation, defence or settlement of the Claim on behalf of both the Insurer and the Insured.
- (g) The Insured agrees that all communications between the Insurer and the legal practitioners retained to act in the conduct of the investigation, defence or settlement of any Claim which relate to the Insured's entitlement to indemnity from the Insurer are privileged as between the Insurer and the legal practitioners and the Insured agrees that it is not entitled, under any circumstances, to access or obtain any such communications.
- (h) If any actual or apparent conflict arises between the Insurer's interests and the Insured's interests, the legal practitioners retained by the Insurer to conduct the investigation, defence or settlement of any Claim may cease acting on behalf of the Insured and may continue to act on the Insurer's behalf in relation to any dispute between the Insurer and the Insured with respect to the Insured's entitlement to indemnity from the Insurer.

2. Insured's right to contest

In the event that the Insurer recommends a settlement in respect of any Claim and the Insured does not agree that such Claim should be settled, then the Insured may elect to contest such Claim. Provided always that the Insured's liability in connection with such Claim shall not exceed the amount for which the Claim could have been so settled plus the costs and expenses incurred with the Insurer's written consent up to the date of such election, less the Excess.

3. Senior Counsel clause

- (a) If a dispute arises between the Insurer and an Insured as to whether a Claim should be contested, neither the Insured nor the Insurer will require the other to contest the Claim unless a Senior Counsel (to be mutually agreed) recommends that the Claim should be contested. The Insurer will brief the Senior Counsel to advise, as an expert, on whether or not the Claim should be contested, and if not, on the amount for which the Claim should be settled. In providing such advice and in making any recommendation as to settlement, the Senior Counsel is entitled to take into account both legal and commercial considerations. The Senior Counsel must have regard to the damages and costs that are likely to be recovered, the Supplementary Payments that will be incurred in contesting the Claim and the prospects of the Claim being successfully defended. The costs of obtaining this recommendation will be paid by
 - (b) the Insurer.
- (c) If the Senior Counsel recommends that settlement of the Claim should be attempted, then settlement of the Claim must be attempted as recommended.
- (d) Where settlement is attempted in accordance with Senior Counsel's recommendation but is unsuccessful, the Insurer will continue to indemnify the Insured subject to the terms and conditions of this Policy.
- (e) If a settlement recommended by the Senior Counsel is acceptable to the claimant, but the Insured refuses to consent to such settlement, the Insurer's liability will be limited to the amount for which the Claim could have been settled, plus the Defence Costs or Legal Representation Expenses incurred up to the date the refusal to consent was made.

Claims Procedures applying to both Policy Sections.

1. Goods and servicetax

The Insured must inform the Insurer of the extent to which they are entitled to an input tax credit for the premium each time that a Claim is made under this Policy. No payment will be made to the Insured for any GST liability that arises on the settlement of a Claim under this Policy when the Insurer has not been informed of the Insured's entitlement or correct entitlement to an input tax credit.

Notwithstanding anything contained in this Policy (including the Schedule and any endorsements attached hereto) to the contrary, the Insurer's liability will be calculated after taking into account:

- (i) any input tax credit to which the Insured, or any Claimant against the Insured, is entitled for any acquisition relevant to a Claim paid under this Policy; and
- (ii) any input tax credit to which the Insured, or any Claimant against the Insured, would have been entitled the were the Insured or the Claimant to have made a relevant acquisition; and
- (iii) the GST exclusive amount of any supply made by the Insured which is relevant to the Insured's Claim.

If the applicable Limit of Liability is not sufficient to cover the Claim, the Insurer will only pay GST (less any relevant input tax credit) that relates to the Insurer's proportion of the Claim.

The terms 'GST', 'input tax credit', 'acquisition' and 'supply' have the meanings ascribed to them in the A New Tax System (Goods and Services Tax) Act 1999.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, Claims Conditions, General Conditions, Exclusions or Definitions of this Policy other than as stated above.

2. Notification of Occurrence, Claim or suit

The Insured shall give:

- (i) written notice to the Insurer below, as soon as reasonably practicable, of any Claim made against the Insured or any circumstance or Occurrence that may give rise to a Claim being made against the Insured and which is covered by this Policy.
- (ii) such additional information that the Insurer may reasonably require and every demand, writ, summons, proceedings, impending prosecution or inquest and all documents relating to the Claim or Occurrence shall be forwarded to the Insurer as soon as practicable after they are received by the Insured.

3. The Insurers rights regarding Claims

Following the happening of any Occurrence in respect of which a Claim is, or may be, made under this Policy, the Insurer shall have full discretion in the conduct of any proceedings in connection with any Claim. The Insured shall give such information and assistance that the Insurer may reasonably require in the prosecution, defence or settlement of any Claim. The Insurer will act reasonably having regard to the Insured's interests and will keep the Insured informed if asked to.

The Insurer may at any time pay to the Insured, in respect of all Claims against the Insured arising directly or indirectly from one source or original cause:

The amount of the Limit of Liability or such other amount specified in respect thereof (after deduction of any sum(s) already paid by the Insured, which sum(s) would reduce the amount of the Insurer's unfulfilled liability in respect thereof); or any lesser sum for which the Claim(s) can be settled.

Upon making such payment, the Insurer shall relinquish conduct and control of, and be under no further liability under this Policy in connection with, such Claim(s) except for Supplementary Payments:

- (i) recoverable from the Insured in respect of the period prior to the date of such payment (whether or not pursuant to an order made subsequently); or
- (ii) Incurred by the Insurer, or by the Insured with the Insurer's written consent, prior to the date of such payment.

4. The Insured's duties in the event of an Occurrence, Claim or suit

The Insured shall not, without the written consent of the Insurer, make any admission, offer, promise or payment in connection with any Occurrence or Claim. If the Insured does, the Insurer may reduce or refuse a claim to the extent the Insurer is prejudiced by such an admission, offer, promise or payment.

The Insured shall use the best endeavors to preserve all property, products, appliances, plant, and all other things which may assist in the investigation or defence of a Claim or suit or in the exercise of rights of subrogation and, so far as may be reasonably practicable, no alteration or repair shall be effected without the Insurer's consent until the Insurer has had an opportunity of inspection. In order to be sure there is cover, the Insured should always contact the Insurer for approval before any repairs or disposal.

The Insured shall, when so requested, provide the Insurer with details of any other insurances current at the time of any Occurrence or Claim and covering any of the liability insured by this Policy

Molestation Extension

This Policy does not cover liability in respect of Personal Injury arising out of or caused by or in connection with the molesting, interfering or assault of any person by:

- the Insured,
- any of the Insured's employees,
- any person acting on behalf of the Insured,
- any person for whom the Insured may be held legally liable.

The Insurer shall have no obligation to defend any action, suit or proceeding against the Insured either directly or vicariously seeking damages for such Personal Injury.

Notwithstanding the above, the Insurer will extend this policy to indemnify the Insured as defined under Policy definitions 10 (i), (ii) & (iii) in respect of their vicarious legal liability arising out of or caused by or in connection with the molesting, interfering or assault of any person but only in respect of Claims made during the Period of Insurance and where such molesting, interfering or assault occurs after the retroactive date of this Endorsement.

Notice to the insured

The terms and conditions of this Endorsement provide that:

1. A Claim (as defined within this Endorsement) must be made against the Insured during the Period of Insurance for this Policy to apply; and
2. The Insured must notify the Insurer as soon as reasonably possible in writing of such Claim(s). Such notification must be given to the Insurer during the Period of Insurance for this Policy to apply.

If any circumstances or facts come to the attention of the Insured during the Period of Insurance which are likely to give rise to a Claim(s) being made against them or which the Insured should reasonably expect to give rise to a Claim(s) being made against them, the terms and conditions of this Endorsement provide an option as to whether or not to notify the Insurer.

However, failure to notify may affect Policy indemnity, (i.e.) All or part of any subsequent Claim(s) may not be covered. Assuming the option to notify the Insurer is chosen such notification must be given in writing during the Period of Insurance for this Policy to apply. The time of the happening of the molestation, interference or assault which gives rise to a Claim(s) or a possible Claim(s), is not of relevance provided they occur after the Retroactive Date of this Endorsement.

Definitions applicable to this endorsement

For the purpose of this Endorsement Claim or Claims means:

- (i) any writ, statement of claim, summons, application or other originating legal or arbitral process, cross claim, counterclaim or third or similar party notice issue against or serviced upon the Insured or,
- (ii) the receipt by the Insured of any written or verbal notice of demand for Compensation made by a third party against them, notwithstanding the number of occurrences or incidents alleged to have taken place.

The Insured means the Insured as defined under Policy definitions 10 (i), (ii) & (iii) only.

Cover applicable to this endorsement

The Insurer, to the extent and in the manner hereinafter provided, hereby agrees to pay to or on behalf of the Insured up to the Limit of Liability as stated in this Endorsement against all sums which the Insured, shall become vicariously legally liable to pay as Compensation as a result of a Claim or Claims first made against the Insured and reported to the Insurer during the Period of Insurance arising out of any molestation, interference or assault committed or alleged to have been committed by the Insured, or another party for which the Insured may be legally liable, in connection with the Business.

Limit of liability and excess applicable to this endorsement

The Insurer hereby agrees to pay all costs in the defence of a Claim (including Supplementary Payments) for which indemnity is available under this Endorsement provided that the total aggregate liability (including Supplementary Payments) shall not exceed \$500,000 any one Claim & in the aggregate during any one Period of Insurance, notwithstanding the number of Claims made.

An Excess of \$500 each and every Claim (including Supplementary Payments) shall be the amount first payable by the Insured and shall be borne by and at the Insured's own risk. The Insurer's liability shall only be in excess of this amount.

Exclusions applicable to this endorsement

This Endorsement does not cover liability:

- (i) arising out of molestation, interference or assault which occurred or allegedly occurred prior to the Retroactive Date,
- (ii) arising out of any facts or circumstances of which the Insured was aware of prior to the commencement of the Period of Insurance or which a reasonable person in the Insured's position would have considered may give rise to a Claim,
- (iii) assumed under contract or agreement unless such liability would have attached in the absence of such contract or agreement,
- (iv) not in relation to the Business,
- (v) arising in North America or in respect of any Claims which would be subject to the jurisdiction of the Courts of North America.

The Insurer will not indemnify any individual convicted of any criminal act in respect of any civil suit or action or Claim arising in connection with such criminal act.

Conditions applicable to this endorsement

1. The Insured shall, as a condition precedent to their right to be indemnified under this Endorsement give to the Insurer as soon as practicable notice in writing during the Period of Insurance:
 - (i) of any Claim(s) made against the Insured,
 - (ii) of the receipt of notice from any person of an intention to make a Claim against the Insured.
2. The Insured shall give to the Insurer, as soon as practicable, notice in writing during the Period of Insurance of any circumstance of which they become aware during the Period of Insurance, likely to give rise to a Claim against them. If, during the Period of Insurance, the Insured becomes aware of any circumstances which might subsequently give rise to a Claim under this Endorsement and elect, during the Period of Insurance, to give written notice to the Insurer of such circumstances, then any such Claim which might subsequently arise out of such circumstances will be deemed to have been made during the Period of Insurance.