

Summary of cover Professional Indemnity Policy

This is a limited summary of the cover available under this policy. Terms, conditions, limits and exclusions apply. For full details, please review the relevant policy wording in conjunction with the policy schedule any relevant endorsements. Our policy wordings are available on our website or on request.

This Policy covers the Named Insured and others specified in the policy, subject to the Policy Wording Terms, Conditions, Exclusions and limits, in respect of:

The provision of your Professional Services:

We cover Claims for any civil liabilities (including arising from bodily injury and property damage), including but not limited to:

- Breach of duty
- Breach of confidentiality
- Breach of fiduciary duty
- Breach of privacy
- Defamation
- Intellectual property breaches
- Unintentional breaches of Warranty of Authority
- Misleading and deceptive conduct under ASIC Act 2001
- Breaches of the Competition and Consumer Act 2010 (Cwlth) and the Fair Trading Acts (Australian & New Zealand)
- Loss of or damage to documents (to the full policy limit)
- Dishonest, fraudulent, criminal or malicious acts or omissions of persons for whom You are responsible - vicarious liability

Other cover arising from the provision of your Professional Services

- Compensatory Civil Penalties Cover (\$250,000 sub-limit)
- Public relations Cover (\$50,000 sub-limit)
- Vicarious Liability
- Continuous cover

Claims Costs

- Claims Investigation Costs (defence costs and expenses) paid in addition to the Policy Limit
- Advancement of Claims Investigation Costs before Policy Cover and Your liability is established
- Costs of responding to third party claims for equitable relief e.g. injunctions (\$100,000 sub-limit)
- Enquiries – legal costs cover, including for regulatory, licensing, disciplinary or coronial enquiries (\$250,000 sub-limit)
- Court attendance costs
- Contractual Liability Defence Costs (\$100,000 sub-limit)

Who is Covered

In addition to the Named Insured

- Prior Corporate Entities
- Automatic Cover for Mergers & Newly Acquired Subsidiaries
- Administrators and Executors
- Run-off Cover for Former Subsidiaries
- Run-off cover following mergers, acquisitions and winding up (until Policy expiry date)
- Domestic Partners, estates, and legal representatives
- Joint Ventures - several liability (joint liability as declared and agreed)

Included Cover

- World Wide Territorial Limits
- Jurisdictional Limit Worldwide Excluding USA and Canada
- Non-Renewal extended notification period
- Aggregate Policy limit applies for separate unrelated claims – some limitations apply for some extensions
- Retroactive date unlimited unless specifically specified
- Severability and non-imputation