



Construction Professionals Professional Indemnity Policy Wording

Contents

General Information & Important Notices	1	Asbestos	7
How We protect Your privacy	1	Radioactivity & Nuclear Hazards	7
General Insurance Code of Practice	1	War & Uprisings	7
Our service commitment	1	Terrorism	8
Intermediary Remuneration	1	Sanctions	8
CGU and Zurich	1	Pollution	8
Pacific Indemnity	1	Limits & GST	8
Professional Indemnity Policy	3	Aggregate Policy Limit	8
Insuring Clauses	3	Aggregate Limit qualifications	8
Insuring Clause clarifications	3	Limit of Cover for Claim Investigation Costs	8
Extensions	3	Sub Limits	8
Compensatory Penalties	3	GST Input Tax Credits	8
Costs of responding to third party claims for equitable relief	3	Claim Conditions	8
Enquiries – legal costs Cover – including for regulatory, licensing, disciplinary or coronial enquiries	4	Investigation, defence and settlement of Claims	9
Court Attendance Costs	4	We must be told about Claims	9
Public Relations Cover	4	Claims co-operation	9
Privacy Remediation Expenses	4	We can protect Our position	9
Contractual Liability Defence Costs	4	We can manage the Claim (or Covered Claim) on Your behalf	9
Claim Prevention and Mitigation Costs (Sub Limited)	4	You must not admit liability for or settle any Claim (or Covered Claim)	9
Vicarious Liability	4	Your right to contest	9
Continuous Cover	4	Senior Counsel	9
Prior Corporate Entities and Former Subsidiaries - Run-off Cover	5	Payments to settle potential Claims	10
Mergers & Newly Acquired Subsidiaries	5	Recovering money from Employees	10
Run-off Cover until policy expiry date following mergers, acquisitions and winding up	5	Offsetting of costs & expenses You owe Us against what We owe You	10
Cover to Spouse, domestic partner, Estates, Administrators & Executors and Legal Representatives	5	The Excess	10
Non-Renewal Extended Notification Period	5	Advancement of Claim Investigation Costs	10
Joint Venture	6	Allocation	10
What is not Covered	6	Disclosure of information to Us in respect of the Cover and the Claim (or Covered Claim)	10
Claims or Facts Which May Give Rise To Any Claim or Loss or Liability or Enquiry	6	Additional Special Provisions for Misappropriation of Money, Dishonesty and Fraud	11
Foreign Courts	6	General Provisions	11
Assumed duty or obligation	6	Premium Payment	11
Related parties	6	Cover Beneficiaries	11
Refund of Professional Fees and Trading Debts	6	Loss Prevention	11
Profit	7	Other Insurance Which May Cover The Risk	12
Insolvency	7	Responsibilities and notification of change of material risk	12
Goods & Workmanship	7	The Proposal – Severability and Non-imputation	12
Employers Liability, Directors' & Officers' Liability, Occupier's Liability, Motor, Marine, Aircraft	7	Authority to accept notices & to give instructions	12
Punitive & Exemplary & Liquidated Damages	7	De-registration	12
Intentional or Dishonest Damage or Loss	7	Payment in Australian dollars in Australia	12
De-Registration	7	Law of the Policy	13
		Territorial & Jurisdiction Limits	13

Schedule must be included	13
Cancelling the Policy	13
You can cancel the Policy	13
We can cancel the Policy	13
How to read this Insurance Policy	13
Words with special meanings	13
Policy Interpretation	13
Paragraph Headings	13
References to legislation	13
Definitions	13
Civil Liability	13
Claim (or Claims)	13
Claim Investigation Costs	14
Compensatory Civil Penalties	14
Cover (and 'Covered')	14
Covered Claim	14
Documents	14
Employee	14
Enquiry (or Enquiries)	14
Excess	14
Former Principal	14
Intellectual Property	14
Joint Venture	14
Known Circumstance	15
Named Insured	15
Period of Insurance	15
Policy	15
Policy Limit	15
Pollutants	15
Principal	15
Privacy Remediation Expenses	15
Professional Services	15
Proposal	15
Publicity Campaign	15
Run-Off Event	15
Schedule	15
Senior Counsel	15
Sub Limit(s)	15
Subsidiary	16
Terrorism	16
You / Your	16
We or Us or Our	16

General Information & Important Notices

How We protect Your privacy

We use information provided by **Our** customers to allow **Us** to offer **Our** products and services. This means **We** may need to collect **Your** personal information, and sometimes sensitive information about **You** as well (for example, **Your** claims history). **We** will collect this information directly from **You** where possible, but there may be occasions when **We** collect this information from someone else.

We will only use **Your** information for the purposes for which it was collected, other related purposes and as permitted or required by law. **You** may choose not to give **Us** **Your** information, but this may affect **Our** ability to provide **You** with insurance cover.

We may share this information with companies within **Our** group, government and law enforcement bodies if required by law and others who provide services to **Us** or on **Our** behalf, some of which may be located outside of Australia.

By applying for, using or renewing any of **Our** products or services, or providing **Us** with **Your** information, **You** agree to this information being collected, held, used and disclosed as set out in this policy.

You can access **Our** privacy policy at www.pacificindemnity.com.au/privacy-policy.

You can access the Insurers privacy policies on their websites at either: CGU.com.au/privacy or zurich.com.au/important-information/privacy.

General Insurance Code of Practice

We proudly support the General Insurance Code of Practice (Code). The purpose of the Code is to raise the standards of practice and service in the general insurance industry. The objectives of the Code are:

- to commit **Us** to high standards of service;
- to promote better, more-informed relations between **Us** and **You**;
- to maintain and promote trust and confidence in the general insurance industry;
- to provide fair and effective mechanisms for resolving complaints **You** make about **Us**; and
- to promote continuous improvement of the general insurance industry through education and training.

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code.

Our service commitment

We are proud of **Our** service standards and support the General Insurance Code of Practice. In an unlikely event that **You** are not satisfied with the way in which **We** have dealt with **You**, as part of **Our** commitment to customer service, **We** have an internal dispute resolution process in place to deal with any complaint **You** may have.

Please contact **Us** if **You** have a complaint, including if **You** are not satisfied with any of the following:

- one of **Our** products;
- **Our** service;
- the service of **Our** authorised representatives;
- **Our** claims representatives; or
- **Our** decision on **Your** claim.

Our staff will help **You** in any way they can. If they are unable to satisfy **Your** concerns, they will refer the matter to their supervisor or manager. If the manager cannot resolve the matter, the manager will escalate the matter to **Our** Internal Dispute Resolution Department.

Details of **Our** internal dispute resolution process are available from **Our** office.

Intermediary Remuneration

Pacific Indemnity Underwriting Solutions Pty Ltd pays remuneration to insurance intermediaries when **We** issue, renew or vary a policy the intermediary has arranged or referred to **Us**. The type and amount of remuneration varies and may include commission and other payments. If **You** require more information about remuneration **We** may pay **Your** intermediary **You** should ask **Your** intermediary.

CGU and Zurich

This **Policy** is jointly issued on a co-insurance basis whereby each insurer provides cover under the same terms and conditions but with a limited share of liability. Insurance Australia Limited ABN 11 000 016 722 AFSL 227681, trading as CGU Insurance (CGU) provides cover for 75% of the liability under this **Policy**. Zurich Australian Insurance Limited ABN 13 000 296 640 AFSL 232507 (Zurich) provides cover for 25% of the liability under this **Policy**.

CGU's contact details are:

Level 13, Tower Two, Darling Park,
201 Sussex Street,
Sydney NSW 2000
Telephone. 1800 045 517

Zurich's contact details are:

118 Mount Street,
North Sydney NSW 2060
Telephone. 132 687

In the first instance, **You** should contact Pacific Indemnity in relation to this insurance.

Pacific Indemnity

Pacific Indemnity Underwriting Solutions Pty Ltd ABN 14 606 511 639 AFSL 480863 (Pacific Indemnity) has developed this Policy, which is jointly underwritten by CGU and Zurich.

Pacific Indemnity's contact details are:

Level 3,
84 William Street,
Melbourne, VIC 3000

PO Box 2, Collins Street West, Melbourne VIC 8007
Telephone. (03) 9042 3506

Wholesale only

Pacific Indemnity Underwriting Solutions Pty Ltd is only licensed to offer or provide General Insurance products or services to wholesale clients as defined by the *Corporations Act 2001* (Cth).

Professional Indemnity Policy

Insuring Clauses

We will pay to **You** or on **Your** behalf all awards of damages and awards of claimant's costs against **You** resulting from any **Claim** for **Civil Liability** arising from the provision of **Professional Services** by or on behalf of the **Named Insured**.

We do this only for **Claims** which:

- a) are made against **You** during the **Period of Insurance**; and
- b) **We** are told about in writing as soon as reasonably possible during the **Period of Insurance**; and
- c) arise out of an act error or omission after the Retroactive Date, if any, specified in the **Schedule**.

We will also pay on **Your** behalf (and as needed advance) **Claim Investigation Costs** for **Covered Claims**. **We** are not however obliged to defend, or to continue to defend, any **Claim** or pay, or continue to pay, **Claim Investigation Costs**, once the **Policy Limit** (or the **Sub Limit**, as the case may be) has been exhausted.

All **Cover** provided under this **Policy** is subject to the Insuring Clauses and all the **Policy** terms, conditions, exclusions and limits contained in or endorsed on this **Policy** and the payment of the Gross Premium stated in the **Schedule**.

Insuring Clause clarifications

For clarity, and subject to the terms, conditions, exclusions and limits of the **Policy**, **Civil Liability Covered** by this **Policy** includes (but is not necessarily limited to) liability arising from the provision of **Professional Services** for the following:

- Breach of professional duty;
- Breach of confidentiality;
- Breach of privacy;
- Breach of fiduciary duty;
- Defamation;
- Loss of or damage to **Documents** (to the full **Policy Limit**);
- Liability for the dishonest, fraudulent, criminal or malicious acts or omissions of persons for whom **You** are responsible – vicarious liability (subject to the Additional Special Provisions for Misappropriation of Money, Dishonesty and Fraud);
- **Intellectual Property** breaches;
- Breaches of the consumer protection provisions of the Competition and Consumer Act 2010 (Cth) and corresponding consumer protection provisions of New Zealand and Australian state and territories Fair Trading legislation and any antecedents to any of this legislation (but not for criminal liability in respect of any such matters);;
- Misleading and deceptive conduct breaches under Australian Securities and Investment Commission Act 2001 (Cth);

- Vicarious Liability;
- Unintentional breaches of warranty of authority.

Extensions

Each of the following extensions automatically applies unless otherwise stated in the endorsements or the **Schedule**. Each of the extensions is subject to the Insuring Clause and all other terms, exclusions, conditions and the **Policy Limit** of this **Policy** unless otherwise expressly stated.

Compensatory Penalties

Notwithstanding the Punitive & Exemplary & Liquidated Damages exclusion, **We Cover Claims** for **Compensatory Civil Penalties**. **Our** total liability for the payment of **Compensatory Civil Penalties** under the **Policy** shall not exceed \$250,000 in the aggregate, which is included within and not in addition to the **Policy Limit**.

However, **We** will not be liable to **Cover You** for any **Compensatory Civil Penalty**:

- a) that **We** are legally prohibited from indemnifying; or
- b) based upon, attributable to or in consequence of any:
 - (i) wilful, intentional or deliberate failure to comply with any lawful notice, direction, enforcement action or proceeding under any legislation; or
 - (ii) gross negligence or recklessness; or
 - (iii) requirement to pay taxes, rates, duties, levies, charges, fees or any other revenue charge or impost.

A separate **Excess** will apply to each **Compensatory Civil Penalty** payable under this extension.

Costs of responding to third party claims for equitable relief

In so far as an action for equitable relief is brought against **You** while this **Policy** is in force (arising from the provision of **Professional Services** by or on behalf of the **Named Insured**) and **We** are told about this in writing as soon as reasonably possible while this **Policy** is in force, then **We** will also pay on **Your** behalf (and as needed advance) the **Claim Investigation Costs** of any such action.

Enquiries – legal costs Cover – including for regulatory, licensing, disciplinary or coronial enquiries

For those **Enquiries** of which **You** first become aware (and of which **We** are told about in writing as soon as reasonably possible) while this **Policy** is in force, **We Cover You** and **Your Employees** up to \$250,000 in the aggregate in respect of **Claim Investigation Costs** for **Your** representation at any such **Enquiry**. This **Cover** does not extend to paying **Your** regular or overtime wages, salaries or fees, or those of **Your Employees**.

The **Excess** applicable to the **Cover** provided under this extension is the **Excess** stated in the **Schedule**.

Court Attendance Costs

For any person described in a) and b) below who is required to physically attend at Court for the purposes of giving evidence as a witness in connection with a **Covered Claim**, it is agreed that **Claim Investigation Costs** will include the following payments, per day on which attendance in court is required:

- a) Payable to any **Principal** or **Former Principal** - \$500
- b) Payable to any **Employee** - \$250

No **Excess** shall apply to the **Cover** provided under this extension.

Public Relations Cover

We will pay the reasonable and necessary fees, costs and expenses of a public relations consultant retained by **You** with **Our** prior written consent (which shall not be unreasonably delayed or withheld) to design and implement a **Publicity Campaign** approved by **Us**, which is designed to prevent or mitigate damage to **Your** reputation in consequence of a **Covered Claim** arising from the provision of **Professional Services**.

Our total liability for the payment of such fees, costs and expenses of a public relations consultant under the **Policy** shall not exceed a **Sub Limit** of \$50,000 any one claim \$100,000 in the aggregate, which is included within and not in addition to the **Policy Limit**.

The **Excess** applicable to the **Cover** provided under this extension is the **Excess** stated in the **Schedule** for each and every **Publicity Campaign**.

Privacy Remediation Expenses

We will pay, on **Your** behalf, **Privacy Remediation Expenses** in respect of a privacy breach event which is notified to **Us** during the **Period of Insurance**, subject to a **Sub Limit** of \$100,000 any one privacy breach event and in the aggregate for all such privacy breach events.

Contractual Liability Defence Costs

Notwithstanding the Assumed duty or obligation exclusion within this **Policy**, **We** will **Cover You** for all **Claim Investigation Costs** which **We** consider reasonable and necessary in defending **You** against any **Claim** which:

- a) is made against **You** while this **Policy** is in force; and

- b) **We** are told about in writing as soon as reasonably possible while this **Policy** is in force; and
- c) arise from an act, error or omission on or after the Retroactive Date as specified in the **Schedule** and which arise out of:
 - (i) a liability under a contractual warranty, guarantee or undertaking; or
 - (ii) a breach of an indemnity and/or hold harmless term of a written contract,

to the extent that such liability or breach resulted from **Your** act, error or omission in the performance or provision of **Professional Services**.

Our total liability for the payment of such legal costs and expenses under the **Policy** shall not exceed a **Sub Limit** of \$100,000 in the aggregate, which is included within and not in addition to the **Policy Limit**.

Claim Prevention and Mitigation Costs (Sub Limited)

We will reimburse **You** the direct costs and expenses reasonably and necessarily incurred by **You** with **Our** prior written consent (which will not be unreasonably withheld) in taking reasonable and necessary steps to rectify or to mitigate the effects of any of **Your** acts, errors or omissions done or omitted in the provision of **Professional Services** by or on behalf of the **Named Insured** that would otherwise result in a **Claim Covered** by the **Policy**. Provided always that **You** first discover such act, error or omission during the **Period of Insurance** and as soon as reasonably possible notify **Us** of such act, error or omission during the **Period of Insurance**;

Our total liability under this extension shall not exceed in the aggregate \$50,000, which is included within and not in addition to the **Policy Limit**.

Vicarious Liability

The performance of **Professional Services** by **You** includes, for the purpose of this **Policy**, acts, errors or omissions of **Your** agents or consultants while undertaking work pursuant to the contract with **You** which is reasonably incidental to **Your Professional Services** and for which **You** are liable. Such agents and consultants, however, are not **Covered** by this **Policy**.

Continuous Cover

We Cover You for any **Claim**, otherwise **Covered** by this **Policy**, arising from a **Known Circumstance** (notwithstanding the exclusion for **Claims** arising from **Known Circumstances** within this **Policy**) if:

- a) there has been no fraudulent non-disclosure or fraudulent misrepresentation in respect of such **Known Circumstance**; and
- b) **We** were **Your** professional liability insurer when **You** first knew of such **Known Circumstance**; and
- c) **We** continued without interruption to be **Your** professional liability insurer up until this **Policy** came into effect; and

- d) had **We** been notified by **You** of the **Known Circumstance** when **You** first knew of it, **You** would have been entitled to **Cover** under the policy in force at that time but are not now entitled to be **Covered** by that policy, and **You** would (but for the Claims or Facts Which May Give Rise To Any Claim or Loss or Liability or Enquiry exclusion of this **Policy**) otherwise be **Covered** under this **Policy**; and
- e) neither the **Claim** nor **Known Circumstance** have previously been notified to **Us** or to any other insurer.

If **You** were entitled to have given notice under any other policy of insurance but did not (for whatever reason) and have therefore lost an entitlement to indemnity, then this Continuous Cover extension does not apply to provide indemnity under this **Policy** to the extent that indemnity would have otherwise been available to **You** had you provided the notice required under that other policy of insurance.

We may reduce the amount **We** pay out under this extension by an amount that fairly represents the extent to which **Our** interests were prejudiced in consequence of any delayed notification to **Us**.

The **Policy Limit** of the **Cover We** provide under this extension is the lesser available under the terms of the policy in force at the earlier time referred to in paragraph d) above, or under this **Policy**. The terms of this **Policy** otherwise apply.

Prior Corporate Entities and Former Subsidiaries - Run-off Cover

This **Policy** extends to **Cover** (as if they were **You**):

- a) corporate entities through which the **Named Insured** previously traded, in the course of the provision of **Professional Services**, provided that those corporate entities are still owned by the **Named Insured**; and
- b) any of **Your** former **Subsidiary** companies or other former incorporated entities,

provided that such **Cover** shall only apply in respect of:

- (i) **Claims** arising from the provision of **Professional Services**; and
- (ii) acts, errors or omissions which occurred after the Retroactive Date specified in the **Schedule** and prior to the date on which such **Subsidiary** ceased to be **Your Subsidiary** or ceased to trade.

This extension of **Cover**, however, is subject to receipt by **Us**, at the time of any such **Claim**, of an express written request from the **Named Insured** under the **Policy** to so extend the **Policy Cover**.

Mergers & Newly Acquired Subsidiaries

This **Policy** extends to **Cover** entities (practicing in the same professional discipline as **You**) in respect of **Claims** arising from the provision of **Professional Services** of substantially the same type as those **Covered** by this **Policy**, which are merged with or acquired by **You** while this **Policy** is in force. This **Cover** is only an interim **Cover** for a maximum of thirty days from the date of the merger or acquisition (or until the **Policy** expires if that is sooner). **We** may agree to extend this period (subject to additional premium) after receipt of a satisfactory underwriting submission in respect of the merged or acquired entity. The Retroactive Date for such **Cover** is deemed to be the date of the merger with or acquisition by **You** unless **We** otherwise agree in writing.

Run-off Cover until policy expiry date following mergers, acquisitions and winding up

In the event that a **Run-Off Event** occurs to **You** during the **Period of Insurance** specified in the **Schedule**, then the **Cover** provided by this **Policy** shall continue until the expiry date of this **Policy** but only in respect of any **Claim** otherwise **Covered** by this **Policy** arising from any act, error or omission prior to the date of the **Run-Off Event**.

Cover to Spouse, domestic partner, Estates, Administrators & Executors and Legal Representatives

If **You**, or anyone entitled to **Cover** under this **Policy**, dies or becomes legally incompetent or insolvent, **We Cover Your** spouse, domestic partner, estate, legal representative or assigns, or the party entitled to **Cover**, to the same extent as **Cover** would otherwise have been available to **You**, but only in respect of **Your** acts errors or omissions and not of the spouse, domestic partner, estate, administrator, executor, legal representatives or assigns.

Non-Renewal Extended Notification Period

- a) In the event that this **Policy** is not renewed or is cancelled for any reason, other than fraud or non-payment of premium, then **You** have until such time that **You** effect another insurance policy which **Covers** substantially the same risk as this **Policy**, either with **Us** or any other insurer(s), or a period of thirty (30) days commencing on the day immediately following expiry/cancellation of this **Policy**, whichever is sooner, to notify **Us** of any **Claims** made against **You** while this **Policy** is in force.
- b) **Cover** under this extension:
 - (i) does not reinstate or increase the **Policy Limit** or extend the **Period of Insurance**;
 - (ii) will only apply to acts, errors or omissions committed or alleged to have been committed by **You** before the end of the **Period of Insurance** or the cancellation date of this **Policy** where this **Policy** has been cancelled; and
 - (iii) is limited to **Claims** and **Enquiries** arising from an act, error or omission which occurred on or after the Retroactive Date specified in the **Schedule**.

Joint Venture

- a) If the name of a **Joint Venture** is specified in the **Schedule**, then **We Cover You** for **Your** individual and joint liability in respect of that **Joint Venture** as otherwise **Covered** by this **Policy**.
- b) If the name of the **Joint Venture** is not specified in the **Schedule** then **We Cover You** only for **Your** acts, errors or omissions arising from the provision of **Professional Services** as otherwise **Covered** by this **Policy**.

What is not Covered

We do not Cover You for or in respect of:

Claims or Facts Which May Give Rise To Any Claim or Loss or Liability or Enquiry

Claims, or facts which may give rise to any **Claim** or loss or liability or **Enquiry**:

- a) known to **You** at the inception date of this **Policy**; or
- b) arising from a **Known Circumstance**; or
- c) directly or indirectly based upon, attributable to, or in consequence of any **Known Circumstance** or known **Claims**, losses, liabilities or **Enquiries**; or
- d) disclosed in the **Proposal** or arising from or associated with facts or circumstances disclosed in the **Proposal**; or
- e) where the **Policy** is endorsed or amended mid-term, arising from a **Known Circumstance** (from the effective date of the amendment or endorsement) to the extent that the **Claim** would not have been **Covered** by the **Policy** before such endorsement or amendment.

Foreign Courts

Claims:

- a) first brought in or determined pursuant to the laws of, the United States of America or the Dominion of Canada, or their territories or protectorates; or
- b) arising out of the enforcement of judgments, orders or awards obtained in or determined pursuant to the laws of the United States of America or the Dominion of Canada, or their territories or protectorates; or
- c) where the proper law of the United States of America or the Dominion of Canada, or their territories or protectorates is applied to any of the issues in any **Claim** or **Covered Claim**, **Covered** by this **Policy**.

Assumed duty or obligation

Claims which:

- a) allege a liability under a contractual warranty, guarantee or undertaking (unless the liability would have existed regardless of the contractual warranty, guarantee or undertaking); or
- b) arise from circumstances where a right of contribution or indemnity has been given up by **You**; or
- c) arise from circumstances where someone has done work or provided services under an arrangement or agreement with **You** which limits any potential right for **You** to receive contribution or indemnity from that person; or
- d) arise from any **Civil Liability** which **You** agree to accept in connection with the provision of the **Professional Services** which is more onerous than that which **You** would otherwise have at common or statute law; or
- e) arise from any business not conducted for or on behalf of the **Named Insured**.

Related parties

Claims against any of **You** brought by or on behalf of:

- a) any other of **You**; or
- b) any company in respect of which **You** or any person or party specified in a) above holds (beneficially or otherwise) more than 10% of the voting shares or rights and/or an executive role; or
- c) any trust in respect of which **You** or any person or party specified in a) above is a trustee and/or beneficiary and/or has a direct or indirect financial interest; or
- d) any other person, firm or incorporated body having control of over 10% or more of the voting shares or rights or an executive role in the operation of the **Named Insured**.

Refund of Professional Fees and Trading Debts

Claims:

- a) for (or calculated by reference to) the refund of professional fees or charges (by way of damages, offset or otherwise); or
- b) for the costs and expenses incurred by **You** or on **Your** behalf in complying with any contractual obligations or making good any faulty product; or
- c) directly or indirectly arising from the provision of cost guarantees, estimates of probable costs, estimates of probable financial savings or contract price or cost estimates being exceeded; or
- d) related to a liability to pay trading debts, or the repayment of any loan.

Profit

Any forgone or un-realised profit. In particular, there is no **Cover** under this **Policy** for any component of profit which would have been derived or derivable by **You** from the sale or supply of any goods, services or rights by **You** or on **Your** behalf.

Insolvency

Liability or loss directly or indirectly arising out of **Your** insolvency, bankruptcy or liquidation.

Goods & Workmanship

Claims directly or indirectly arising from:

- a) the manufacture, maintenance, installation, assembly, processing, sale, supply or distribution of goods or products by **You** or on **Your** behalf; or
- b) workmanship in manufacture, fabrication, construction, erection, installation, assembly, alteration, maintenance, servicing, remediation, repair, demolition or disassembly (including any materials, parts or equipment furnished in connection therewith) by **You** or on **Your** behalf; or from supervision of such workmanship by any of **You**.

Employers Liability, Directors' & Officers' Liability, Occupier's Liability, Motor, Marine, Aircraft

Claims:

- a) directly or indirectly based upon, attributable to or in consequence of **Your** liability as an employer; or
- b) for bodily injury (including mental anguish or emotional distress), sickness, disease or death of any employee, apprentice, contractor, volunteer or any worker who is under **Your** direction, control and/or supervision or for whose workplace safety **You** are responsible; or
- c) arising out of or in respect of actual or alleged unlawful discrimination (or other unlawful act, error or omission) by any of **You** against any employee or employment applicant; or
- d) arising out of or in respect of actual or alleged acts, errors or omissions of any of **You** who is a director or officer of any incorporated body and while acting in that capacity; or
- e) arising from occupation (or alleged occupation) of land or buildings by any of **You**; or
- f) arising from or in respect of **Your** liability as an owner or operator of any aircraft, marine craft or motor vehicles of any kind.

Punitive & Exemplary & Liquidated Damages

For punitive, aggravated or exemplary damages or liquidated damages or for fines or penalties. Further, this **Policy** does not provide **Cover** for any investigation or defence costs associated with such damages, fines or penalties.

Intentional or Dishonest Damage or Loss

Intentional or dishonest damage or loss:

- a) arising from **Your** acts, errors, omissions or conduct, or acts, errors, omissions or conduct by a party otherwise entitled to **Cover** under this **Policy**, with the intention (or with reckless disregard for the consequences) of either:
 - (i) causing loss, damage or injury (including mental or emotional damage); or
 - (ii) depriving a third party (or another of **You**) of a tangible or intangible asset or thing to which they are entitled; or
- b) arising from any wilful breach of any statute, contract or duty by **You**; or
- c) arising from **Your** fraudulent or dishonest or criminal or malicious acts or omissions or conduct.

This exclusion does not restrict **Cover** otherwise provided under the **Policy** for vicarious liability for the dishonest, fraudulent, criminal or malicious acts or omissions of persons for whom **You** are responsible.

De-Registration

Claims arising from acts, errors or omissions by or on **Your** behalf which occurred at a time when a statutory registration or licence (which was required by law in order for **You** to be entitled to practice or provide the **Professional Services**) was not held, was cancelled or suspended or was otherwise not current or valid for the **Professional Services** provided.

Asbestos

Claims which would not have arisen but for the existence of asbestos.

Radioactivity & Nuclear Hazards

Claims arising from:

- a) ionising radiations or contamination by radioactivity from any nuclear material; or
- b) the hazardous properties of any nuclear explosive, assembly or component.

War & Uprisings

Claims arising directly from:

- a) war, invasion, acts of foreign enemies, civil or military uprisings, hostilities (even if war is not declared), or government power being taken unlawfully; or
- b) property being taken, damaged or destroyed by a government or public or local authority.

Terrorism

Claims directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:

- a) any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage, illness, injury, death, cost or expense; or
- b) any action in controlling, preventing, suppressing, retaliating against, or responding to any act of **Terrorism**.

Sanctions

We will not be liable to provide any **Cover** or provide any benefit under this **Policy** (including any refund of premium), to the extent that such **Cover**, **Claim**, benefit or refund may contravene or expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or any trade or economic sanctions, laws or regulations of any country.

Pollution

Claims arising directly or indirectly from any discharge, dispersal, release or permitting **Pollutants** to escape into or upon land, the atmosphere, or any water course or body of water by **You** or at **Your** direction or on **Your** behalf (Pollution). This exclusion however will not apply if the Pollution results from an error or omission in design and/or advice and/or specification in the provision of the **Professional Services** by **You**, or on **Your** behalf.

Limits & GST

Cover under this **Policy** shall not exceed the **Policy Limit** for any one **Claim** or series of **Claims** (including **Covered Claims**) arising from the same or interrelated acts, errors or omissions. For the purposes of this **Policy**, all such **Claims** shall be deemed to have been made against **You** in the earliest **Period of Insurance** in which such a **Claim** is first made against **You** (or during which **You** first become aware of facts that might give rise to a **Claim**).

Where the same **Claim** is made against more than one of **You** then the limit is not increased by reason of the number of persons against whom the **Claim** is made.

Aggregate Policy Limit

Subject to the above and the following qualifications, **We** will provide **Cover** to a maximum of twice the **Policy Limit** for all **Claims Covered** by this **Policy**.

Aggregate Limit qualifications

To the extent permitted by law, if there is other insurance **Cover** available to **You**, then subject to Section 45 of the Insurance Contracts Act 1984 (Cth), **Cover** in excess of one **Policy Limit** (up to a maximum of twice the **Policy Limit**) is only available for so much of the liability (otherwise **Covered** by this **Policy**) which is not **Covered** by such insurance.

Limit of Cover for Claim Investigation Costs

Where **Cover** is provided under this **Policy** for any **Claim**, then **Claim Investigation Costs** are payable in respect of that **Claim** in addition to the **Policy Limit** but only up to an amount equal to the **Policy Limit**. The aggregate amount **We** will pay in total for **Claim Investigation Costs** for or in respect of all **Claims Covered** by this **Policy** shall not exceed an amount equal to twice the **Policy Limit**.

Sub Limits

If this **Policy** or the **Schedule** indicates any **Sub Limits** for specific types of **Cover** under this **Policy**, then the applicable **Sub Limits** and not the **Policy Limit** apply only to these **Claims**. These **Sub Limits** are included within and not in addition to the **Policy Limit**.

GST Input Tax Credits

- a) Where and to the extent that **We** are entitled to claim an Input Tax Credit for a payment made under the **Policy**, then any monetary limit in the **Policy** on **Our** obligation to make such a payment, shall be net of **Our** entitlement to the Input Tax Credit.
- b) Where and to the extent that **You** are entitled to claim an Input Tax Credit for a payment required to be made by **You** as an **Excess**, then the amount of the **Excess** shall be net of **Your** entitlement to the Input Tax Credit.
- c) Where payment is made under this **Policy** for the acquisition of goods, services or other supply, **We** will reduce the amount of the payment by the amount of any Input Tax Credit that **You** are, or will be, entitled to under A New Tax System (Goods and Services Tax) Act 1999 (Cth) in relation to that acquisition, whether or not that acquisition is made.
- d) Where payment is made under this **Policy** as compensation instead of payment for the acquisition of goods, services or other supply, **We** will reduce the amount of the payment by the amount of any Input Tax Credit that **You** would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 (Cth) had the payment been applied to acquire such goods, services or other supply.

Claim Conditions

You have certain responsibilities that are set out in this section and in the **Policy**. These responsibilities also apply to any person that is **Covered** by the **Policy**.

If **You** do not meet these responsibilities, **We** may refuse to pay a **Claim** or **Covered Claim** or reduce **Cover** under the **Policy**. **We** may also decide to cancel the **Policy** if permitted in accordance with the provisions of the Insurance Contracts Act 1984 (Cth).

The course of action **We** take when **You** fail to do any of these things will be considered in each circumstance based on what impact or effect **Your** failure to do so caused or contributed to the **Claim** or **Covered Claim** or changes **Our** liability under the **Policy**.

Investigation, defence and settlement of Claims

We must be told about Claims

You must tell **Us** in writing about any **Claims** or losses as soon as reasonably possible and while this **Policy** is in force. If this is not done, **Your** right to **Cover** under this **Policy** may be affected.

Claims co-operation

Each of **You** must:

- a) diligently do, and allow to be done, everything reasonably practicable to avoid or lessen **Your** liability in relation to a **Claim** (or **Covered Claim**) or loss otherwise **Covered** by this **Policy**; and
- b) as soon as reasonably possible give to **Us** all the help and information that **We** may reasonably require to:
 - (i) investigate, mitigate and defend a **Claim** or loss; and
 - (ii) determine **Our** liability under this **Policy**.

We will only request information and documents relevant to handling **Your** claim and **We** will explain why it is needed.

We can protect Our position

When **We** receive a notification of a **Claim**, or **Covered Claim**, then **We** can take whatever action **We** consider appropriate to protect **Our** position.

This does not, however:

- a) indicate that any of **You** is entitled to be **Covered** under this **Policy**; or
- b) prejudice **Our** rights under the **Policy** or at law.

We can manage the Claim (or Covered Claim) on Your behalf

We can:

- a) take over and defend or settle any **Claim** (or **Covered Claim**) in **Your** name; and
- b) claim in **Your** name, any right that **You** may have for contribution or indemnity.

We will act reasonably in exercising this right. **We** will keep **You** reasonably informed and updated with the progress of any such matter.

You must not admit liability for or settle any Claim (or Covered Claim)

You must not:

- a) admit liability for, or settle any **Claim** (or **Covered Claim**); or
- b) incur any **Claim Investigation Costs** without first obtaining **Our** written consent (which will not be unreasonably withheld). If **Our** prior written consent is not obtained, **Your** right to **Cover** under this **Policy** may be affected.

Your right to contest

If **You** elect not to consent to a settlement that **We** recommend **You** and want to contest or continue the dispute or legal proceedings, then **We** will only **Cover You** (subject to the **Policy Limit**) for:

- a) the amount **We** could have settled the matter for; less
- b) the relevant **Excess** specified in the **Schedule**; plus
- c) the **Claim Investigation Costs** calculated to the date **You** elected not to consent to the settlement.

Senior Counsel

Unless a **Senior Counsel**, that **We** and **You** both agree to instruct, advises that the **Claim** or **Covered Claim** should be contested, then to the extent permitted by law (subject to Section 43 of the Insurance Contracts Act 1984 (Cth)) neither **We** nor **You** can require the other to contest any legal proceedings about a **Claim** if the other does not agree to do so.

In formulating his or her advice, **Senior Counsel** must be instructed to consider the economics of the matter, having regard to but not limited to:

- a) the damages and costs likely to be recovered; and
- b) the likely costs of defence; and
- c) **Your** prospects of successfully defending the **Claim** or **Covered Claim**.

The cost of **Senior Counsel's** opinion will form part of the **Claim Investigation Costs**.

If **Senior Counsel** advises that the matter should be or is appropriate to be settled and if the terms of settlement which **We** recommend are within limits which are reasonable (in **Senior Counsel's** opinion and in the light of the matters he/she is required to consider), then **You**:

- a) cannot (subject to the provisions herein under the heading "Your right to contest") object to the settlement; and
- b) will be required to pay the relevant **Excess** specified in the **Schedule** as soon as reasonably possible.

Payments to settle potential Claims

Any money **We** pay to settle anything which might give rise to a **Claim** (or **Covered Claim**), is taken to be:

- a) a payment to settle a **Claim** (or **Covered Claim**); and
- b) a payment for the purpose of calculating the total of all **Claims** (or **Covered Claims**) under this **Policy**.

Recovering money from Employees

We will not recover any amount paid out in respect of a **Claim** or loss under this **Policy** from any of **Your Employees** or former **Employees** unless the **Claim** (or **Covered Claim**) arose from dishonest, fraudulent, criminal or malicious acts or omissions of such **Employee** or former **Employee**.

Offsetting of costs & expenses You owe Us against what We owe You

If **We** incur costs or expenses above **Our** liability under the **Policy** for **Claim Investigation Costs**, then **You** will be required to pay whatever amount is above that liability as soon as reasonably possible after **We** ask for it.

We can offset that payment due from **You** against (and deduct that amount from) any amount **We** must pay to or on behalf of **You** under this **Policy**.

The Excess

- a) **We** only provide **Cover** (up to the **Policy Limit**) for that part of the **Covered Claim** above the **Excess** specified in the **Schedule**;
- b) There is no **Excess** for **Claim Investigation Costs** when **We Cover You** for the **Covered Claim**;
- c) Only one **Excess** is payable for any one **Claim** or series of **Claims** (including **Covered Claims**) arising from the same or interrelated acts, errors or omissions.

Advancement of Claim Investigation Costs

If **We** elect not to take over and conduct the defence or settlement of any **Claim**, then **We** will pay all reasonable and necessary **Claim Investigation Costs** provided that:

- a) **We** have not already denied indemnity under the **Policy**; and
- b) **Our** written consent is obtained prior to **You** incurring such **Claim Investigation Costs** (such consent not to be unreasonably withheld).

We reserve the right to recover any **Claim Investigation Costs** paid under this provision from **You**, in the event and to the extent that:

- a) **You** make an admission in writing of any fraudulent, dishonest, malicious or intentional conduct; or

- b) it is subsequently established, directly or indirectly, by admission, judgment or other final adjudication, that **You** were not entitled to **Cover** under this **Policy**.

Allocation

- a) If a **Claim** includes both matters which are **Covered** and matters which are not **Covered** by this **Policy**, then both **You** and **We** will allocate (based upon **Your** relative legal and financial exposures to matters **Covered** and matters not **Covered** by this **Policy**) any amounts which have been incurred by **You** or on **Your** behalf.
- b) If both **You** and **We** cannot agree on an allocation of such amounts incurred by **You** or on **Your** behalf then:
 - (i) **We** will advance such portion of the **Claim investigation Costs** which **We** deem to be **Covered** under this **Policy**, unless and until a different and final allocation is mutually agreed upon between **You** and **Us** or is judicially determined.
 - (ii) **We** may, in **Our** sole discretion, pay amounts (other than amounts for **Claim Investigation Costs**) which **We** deem to be **Covered** under this **Policy**, unless and until a different and final allocation is mutually agreed upon between **You** and **Us** or is judicially determined.
 - (iii) any allocation of damages, **Claim Investigation Costs** or other amounts which are mutually agreed upon between **You** and **Us** or judicially determined in accordance with this provision will be applied retroactively to such amounts notwithstanding any prior payment or advancement, as the case may be, to the contrary.
 - (iv) any allocation or advancement of **Claim Investigation Costs** will not apply to or create any presumption with respect to the allocation of amounts in respect of a **Claim**, other than in respect of **Claim Investigation Costs**.

Disclosure of information to Us in respect of the Cover and the Claim (or Covered Claim)

The solicitors instructed by **Us** for any **Claim** (or **Covered Claim**) can disclose to **Us** any information that they may receive in that capacity, wherever and from whomsoever they obtain it and notwithstanding that they may also be representing **You** in respect of the notified circumstance or **Covered Claim**. By claiming under this **Policy**, **You** (and any person entitled to indemnity under this **Policy**) authorise such solicitors to disclose this information to **Us**.

Additional Special Provisions for Misappropriation of Money, Dishonesty and Fraud

When the **Claim** under this **Policy** involves the theft or misappropriation of **Money** (excluding the theft or misappropriation from a trust account operated by the **Named Insured**):

- a) the **Cover** is subject to the **Policy Limit** for all such **Claims**; and
- b) the **Cover** is subject to the **Policy** terms and conditions for **Claim Investigation Costs**, including the Limit of Cover for Claim Investigation Costs; and
- c) for any **Claim**, or **Claims** (including **Covered Claims**) arising from one act, error or omission, the aggregate **Cover** under this **Policy** for **Claims** involving or arising from the theft or misappropriation of **Money** shall not exceed the **Policy Limit**; and
- d) the **Named Insured** will be required to pay only one **Excess** inclusive of **Claim Investigation Costs** for all **Covered Claims** involving or arising from the theft or misappropriation of **Money** arising from the one act, error or omission.

When the **Claim** under this **Policy** involves theft or misappropriation of money from a trust account operated by the **Named Insured**, then **We** only provide **Cover**, if:

- a) the trust account was audited at least annually by a qualified independent accountant; and
- b) all cheques prepared on that trust account are required to be signed by a **Principal** or two authorised people; and
- c) all electronic fund transfers are required to be authorised by a **Principal** and accounts which are accessible on line are reviewed at least weekly.

You must take and continue to take all reasonable precautions to prevent any **Claim** arising from fraud or dishonesty and continue to perform all the supervision, controls, checks and audits reasonably practicable to avoid or lessen a **Claim** arising from fraud or dishonesty.

We deduct from any money **We** pay for a **Claim** or loss arising from fraud or dishonesty:

- a) the amount of any money which **You** would have paid to the fraudulent, dishonest, criminal or malicious person the subject of **Cover** under this **Policy**, if they had not been fraudulent, dishonest, criminal or malicious; and
- b) the amount of any money of, or to which the person referred to in paragraph a) above is entitled, which **You** hold (if **We** can do so by law).

Notwithstanding express **Cover** extensions for vicarious liability arising from fraud or dishonesty of **Employees**, there is no **Cover** under this **Policy** to any person or entity the subject of **Cover** under this **Policy**, for any **Claim** or loss directly or indirectly based upon, or attributable to, or in consequence of any dishonest, fraudulent, criminal or malicious acts or omissions or conduct of which:

- a) any such person or entity had knowledge, or had reason to suspect, at or prior to the time of such acts or omissions; and
- b) failed to take any reasonable action to prevent.

There is no **Cover** under this **Policy** to any person who was a participant in any fraudulent or dishonest or criminal or malicious acts or omissions or conduct for any **Claim** arising from such acts or omissions or conduct.

For the purpose of this **Policy**, **Money** means local or foreign currency, coins, bank notes, cheques, travellers cheques, registered cheques, postal orders, money orders, negotiable instruments, bearer bonds or coupons, stamps and bullion.

General Provisions

Premium Payment

The **Cover We** provide in this **Policy** is subject to full payment of the Gross Premium as stated in the **Schedule**. Otherwise, any outstanding premium or part thereof may be deducted from the amount **We** pay **You**.

Cover Beneficiaries

In so far as **Cover** is extended under this **Policy** to individuals and entities who are not a contracting party under this **Policy**, such **Cover** is subject to those individuals and/or entities (as the case may be) agreeing in writing within a reasonable time of notification to **Us** of the **Claim** or **Covered Claim**:

- a) to be bound by the terms, conditions, exclusions and limits of this **Policy**; and
- b) to be bound by obligations of utmost good faith as if they were a contracting party; and
- c) to be liable individually, and together with **You**, for paying the **Excess** (or any other payment due to **Us** under this **Policy**) in respect of any **Cover** provided to them under this **Policy**.

Loss Prevention

You shall, as a condition to **Cover** under this **Policy**, take all reasonable steps to prevent any act, error, omission or circumstance which may cause or contribute to any **Claim** or loss which may be **Covered** under this **Policy**.

Other Insurance Which May Cover The Risk

This **Policy** shall apply in excess of and shall not contribute to any policy arranged by any other party which has been endorsed to name **You** as a beneficiary of cover under that policy and where **You** are a non-contracting party to that policy.

You must as soon as reasonably possible advise **Us** in writing of any insurance already affected or which may subsequently be affected covering, in total or in part and whether absolutely or contingently, the liability, **Claim**, loss or **Claim Investigation Costs**, or any part of them, **Covered** by this **Policy**.

Responsibilities and notification of change of material risk

- a) **You** must as soon as reasonably possible advise **Us** in writing of a material change in the risk, including but not limited to notifying **Us** if any of the following occurs during the **Period of Insurance**:
 - (i) undertaking activities that are materially different from the **Professional Services**;
 - (ii) any cancellation or suspension, or loss of or condition imposed, upon any licence, registration or other authority required by **You** to conduct the **Professional Services**; or
 - (iii) **You** being insolvent, bankrupt or in liquidation; or
 - (iv) a **Run-Off Event**.
- b) When **We** receive notification of a change, **We** may decide to either:
 - (i) continue **Cover** with no change to the premium payable;
 - (ii) reduce the premium payable and return any refund to the **You**;
 - (iii) charge **You** an additional premium (**You** can cancel the policy if the additional premium is not acceptable); or
 - (iv) cancel the **Policy** if permitted in accordance with the provisions of the Insurance Contracts Act 1984 (Cth).
- c) It is important for **You** to know that **We** may make changes to this **Policy** as a result of a change in information. When there is a change, **We** will inform **You**.
- d) If **You** do not notify **Us** of a material change, **We** may refuse to pay a **Claim** or **Covered Claim** or reduce **Cover** under the **Policy**. **We** may also decide to cancel the **Policy** if permitted in accordance with the provisions of the Insurance Contracts Act 1984 (Cth).
- e) The course of action **We** take when **You** fail to notify **Us** of a material change will be considered in each circumstance based on what impact or effect **Your** failure to do so caused or contributed to the **Claim** or **Covered Claim** or changes **Our** liability under the **Policy**.

The Proposal – Severability and Non-imputation

The **Proposal We** were given by or on **Your** behalf before this **Policy** commenced, is taken to be a separate **Proposal** for each natural person or entity **Covered** under this **Policy**.

If there is any incorrect fact or misstatement in the **Proposal** that relates to one of **You** who is a natural person then, for the purposes of this **Policy**, **We** do not attribute it to any other of **You** who was not aware of the incorrect fact or misstatement.

Authority to accept notices & to give instructions

The persons or entity first listed as the **Named Insured** in the **Schedule** is appointed as agent of:

- a) each of **You**; and
- b) any person or entity who is entitled to a benefit under this **Policy** (when they request **Cover** or suffer a loss under this **Policy**)

in all matters relating to this **Policy**, and to **Claims** or **Covered Claims** which are (or are to be) **Covered** by the **Policy**.

In particular (but without limitation) the person or entity first listed in the **Schedule**, as the **Named Insured**, is the agent for the following purposes:

- (i) to give and receive notice of **Policy** cancellation, to pay premiums and to receive any return premiums that may become due under this **Policy**; and
- (ii) to accept endorsements or other notices provided for in this **Policy**; and
- (iii) to give instructions to solicitors or counsel that **We** appoint or agree to, and to receive advice from them and to act on that advice; and
- (iv) to consent to any settlement that **We** recommend; and
- (v) to do anything that **We** or **Our** legal advisers think might help with the procedures set out in this **Policy** for settling and defending **Claims** or **Covered Claims**; and
- (vi) to give **Us** information relevant to this **Policy**, which **We** can rely on when **We** decide whether to accept the risk, and set the **Policy** terms or the premium.

De-registration

You must tell **Us** as soon as reasonably possible in writing if **Your** statutory registration or licence, (which you are legally required to hold to provide **Professional Services**) is cancelled, suspended or terminated or has had conditions imposed during the **Period of Insurance** specified in the **Schedule**.

Payment in Australian dollars in Australia

All premiums and **Claims** must be paid in Australian dollars in Australia.

Law of the Policy

This **Policy** is governed by the law of the Territory or State where the **Policy** was issued (which is specified in the **Schedule**). The courts of that place have jurisdiction in any dispute about or under this **Policy**.

Territorial & Jurisdiction Limits

Cover under this **Policy** is not restricted by where anything giving rise to the **Claim** occurred. However, **Our Cover** is restricted in accordance with the Foreign Courts exclusion in this **Policy**.

Schedule must be included

This **Policy** is only legally enforceable if it includes a **Schedule** issued by **Us**.

Cancelling the Policy

You can cancel the Policy

You are entitled to cancel this **Policy** with effect from the date **We** receive a written request to cancel the **Policy**, provided that any such cancellation is subject to the following terms:

- a) if a **Claim** has been paid under the **Policy** or if **You** have notified a **Claim** or facts which may give rise to a **Claim** under the **Policy** then no return premium is payable.
- b) if there has been no **Claim** made or notified under the **Policy** then **We** will be entitled to retain premium for pro-rata 'time on risk' plus applicable statutory charges.

We can cancel the Policy

- a) **We** may cancel this **Policy** at any time in accordance with the relevant provisions of Section 60 of the Insurance Contracts Act 1984 (Cth), by giving notice in writing to **You** of the date from which cancellation is to take effect.
- b) **We** may deliver this notice to **You** personally, or post it by certified mail (to **Your** broker or to the address **You** last gave **Us**). Proof that **We** mailed the notice is sufficient proof that **You** received the notice.
- c) Under Section 60 of the Insurance Contracts Act 1984 (Cth), **We** may cancel this **Policy** at any time where:
 - (i) it is in force by virtue of Section 58 of the Insurance Contracts Act 1984 (Cth); or
 - (ii) it is an interim contract of general insurance.

After cancellation pursuant to this Clause, **We** will refund the premium for the time remaining on the **Policy**, less any non-refundable duties.

How to read this Insurance Policy

Words with special meanings

Some of the words in this **Policy** wording have special meanings. These meanings can be found in Definitions. If a word has a special meaning, it appears in this **Policy** in bold type and with a capital letter. These words may appear without bold type in endorsements in the **Schedule**.

Policy Interpretation

Except where the context otherwise requires it:

- (i) the singular includes the plural and the plural includes the singular;
- (ii) if a word or phrase is defined, its grammatical forms have a corresponding meaning;
- (iii) words importing a gender include every other gender.

Paragraph Headings

The paragraph headings in this **Policy** are included for the purpose of references only and do not form part of this **Policy** for interpretation purposes.

References to legislation

References to legislation in this **Policy** includes any amendment, replacement, re-enactment, successor, equivalent or similar legislation.

Definitions

Whenever the following words are used in this **Policy** in bold type and with a capital letter, they have the special meanings set out below. These words may appear without bold type in endorsements in the **Schedule**.

Civil Liability

Liability for the compensatory damages, costs and expenses which a civil court orders **You** to pay on a **Claim** (as opposed to criminal liability or penalties). It includes the legal costs of the person making the **Claim**, for which **You** become liable.

Claim (or Claims)

The receipt by **You** of:

- a) any originating process (in a legal proceeding or arbitration), cross claim or counter claim or third party or similar notice claiming compensation against **You**; or
- b) any written or verbal demand from a third party claiming compensation against **You**.

Claim Investigation Costs

The reasonable and necessary legal costs and expenses (other than regular or overtime wages, salaries or fees of any of **You**) incurred by or on **Your** behalf with **Our** prior approval (which **We** will not unreasonably withhold) in the investigation, defence or settlement of any **Claim** or **Covered Claim** which is **Covered** by this **Policy** at the time the legal costs and expenses arise.

Compensatory Civil Penalties

Pecuniary penalties awarded in and under the laws of the jurisdictions of Australia and New Zealand, against:

- a) **You** for any civil offence; or
- b) **You** for a strict liability offence in connection with a breach of occupational health and safety law or regulation ("OH&S"),

but solely resulting from the conduct of the **Professional Services**.

Cover (and 'Covered')

Indemnity under this **Policy**, which shall not include any component of profit.

Covered Claim

The:

- a) **Claims**, liabilities, losses, costs; or
- b) facts which may give rise to a **Claim**,

which **We** may **Cover** or agree to **Cover** under this **Policy**.

Documents

Documents of any nature including the electronically stored data, software or computer programs for or in respect of any computer system; but not including bearer bonds, coupons, bank notes, currency notes or negotiable instruments.

Loss or damage to Documents does not include:

- a) loss or damage (including rearrangement) to such electronically stored data, software or computer programs arising from any computer virus or malware or from any design or programming defect in any computer program or computer operating system;
- b) normal wear and tear or the action of insects or rodents or other gradual process;
- c) documents lost, damaged or mislaid outside of Australia or New Zealand.

Employee

A natural person who is not a **Principal**, but who is or was, at the time the relevant act, error or omission giving rise to the **Claim**, a person who:

- a) is a party to a contract of service with the **Named Insured** and is or was remunerated by the **Named Insured** for that service; or
- b) is neither a party to a contract of service with the **Named Insured**, nor an independent contractor, but a party to a contract for services with the **Named Insured** for the provision of services to the **Named Insured** for reward; or
- c) a volunteer worker; or
- d) a student,

and in respect of a), b), c) and d) above is (or was) at the time of the act, error or omission which gave rise to the **Claim** under **Your** direct control and supervision in the provision of **Professional Services**.

Enquiry (or Enquiries)

Any legal or quasi legal enquiry including coronial enquiry (into a matter arising out of the provision of **Professional Services** and such matter is the subject of and is not excluded from **Cover** under this **Policy**) in respect of which **You** are legally required to participate by reason of the fact that the body conducting the enquiry (including a regulatory, licensing or statutory body) has legal jurisdiction over **You** or any of **You** (either by reason of a statutory power or by reason of **Your** membership of a professional association which has the power to discipline its members).

Excess

The part **You** will be required to pay of each **Covered Claim**.

Former Principal

A person who has been, but is no longer:

- a) a **Principal** of **You**; or
- b) the **Principal** of any firm or incorporated body declared in the **Proposal**, which previously conducted the **Professional Services** which is now being conducted by the **Named Insured**.

Intellectual Property

Copyright, design, patent, trade mark or moral right, including false attribution of authorship under the Copyright Act 1968 (Cth).

Joint Venture

An undertaking (regardless of what it is called) which the **Named Insured** carry on together with someone else who is not otherwise **Covered** under this **Policy**.

Known Circumstance

Any fact, situation or circumstance which:

- a) any of **You** was aware of at any time before this **Policy** began or before this **Policy** was amended or endorsed; or
- b) a reasonable person in **Your** professional position would have thought, at any time before this **Policy** began or before this **Policy** was amended or endorsed,

might result in someone making an allegation against any of **You** in respect of a liability or loss that might be **Covered** by this **Policy** or any amendment or endorsement of this **Policy**.

Named Insured

Any person or entity expressly identified in the **Schedule** as the **Named Insured**.

Period of Insurance

The 'Period of Insurance' specified in the **Schedule** – being the period between the inception date of this **Policy** and the expiry date of this **Policy** at 4.00 PM. The time being determined at the place where the **Policy** was issued.

Policy

The insurance contract made up of:

- a) this document;
- b) the **Schedule**; and
- c) the endorsements, if any, contained or referred to in the **Schedule**.

Policy Limit

The 'Policy Limit' specified in the **Schedule**.

Pollutants

Any solid, liquid, gases or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalines, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

Principal

A sole practitioner, a partner of a firm, or a director of a company, which firm or company is **Covered** by this **Policy**.

Privacy Remediation Expenses

Reasonable and necessary expenses for:

- a) advertising or other media services;
- b) broadcast, electronic, printed, telecast or telephonic announcements, communications or notices; or
- c) public relation services,

that are incurred solely to comply with a law, ordinance or regulation concerning the notification of others consequent upon the potential or actual unauthorised access to or unauthorised use by another person of an individual's personal information which is not publicly available.

Professional Services

The Professional Services undertaken by or on **Your** behalf and which are specified in the **Schedule** as **Covered** by this **Policy**. The performance of Professional Services by **You** includes, for the purpose of this **Policy**, acts, errors or omissions of **Your** agents or consultants while undertaking work which is reasonably incidental to the conduct by **You** of the Professional Services and for which **You** are liable. Such agents and consultants, however, are not **Covered** by this **Policy**.

Proposal

The written proposal form (the date of which is specified in the **Schedule**) together with any other material which was given to **Us** by or on **Your** behalf, and relied on by **Us** to effect this **Policy**.

Publicity Campaign

A publicity and/or public relations campaign designed and implemented by a public relations consultant.

Run-Off Event

Any **Named Insured** which, during the **Policy Period**, ceases to exist or operate, or which is disposed of or merged with or acquired by another entity.

Schedule

The schedule to this **Policy** wording, which is issued by **Us**.

Senior Counsel

means a barrister in active practice who is entitled to use the post-nominals KC or SC in any one or more superior court in the Commonwealth of Australia.

Sub Limit(s)

The limit of **Cover** for each of the matters referred to in this **Policy** as being subject to a Sub Limit of **Cover**. If this **Policy** indicates any Sub Limits for specific types of **Cover** under this **Policy**, then the applicable Sub Limits and not the **Policy Limit** apply only to these **Claims**. These Sub Limits are included within and not in addition to the **Policy Limit**.

Subsidiary

Any company or other incorporated entity which, at the commencement of the Period of Insurance, and by virtue of Australian law was, or is, either directly or indirectly a subsidiary of any incorporated body identified in the **Schedule**.

Terrorism

Any act, or preparation in respect of action, or threat of action designed to influence the government, whether de jure or de facto, of any nation or any political division thereof, or in pursuit of political, religious, ideological, 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:

- a) involves violence against one or more persons; or
- b) involves damage to property; or
- c) endangers life other than that of the person committing the action; or
- d) creates a risk to health or safety of the public or a section of the public; or
- e) is designed to interfere with or to disrupt an electronic system.

You / Your

Each of the following, individually and jointly:

- a) each person, firm or incorporated body identified in the **Schedule** as a **Named Insured** and each **Principal** or **Former Principal** of any such firm or incorporated body; and
- b) any entity which is engaged in the provision of **Professional Services** and which is created and controlled, while this **Policy** is in force, by anyone identified in the **Schedule** as a **Named Insured**; and
- c) anyone who becomes a **Principal** of the **Named Insured** while this **Policy** is in force (but only in respect of work undertaken for or on behalf of the **Named Insured** firm or incorporated body); and
- d) any person, firm or incorporated body who is entitled to **Cover** under the terms of this **Policy** (as a beneficiary); and
- e) any **Employee** or former **Employee**.

We or Us or Our

Insurance Australia Limited ABN 11 000 016 722 AFSL 227681, trading as CGU Insurance (CGU), Zurich Australian Insurance Limited ABN 13 000 296 640 AFSL 232507 (Zurich) and Pacific Indemnity Underwriting Solutions Pty Ltd ABN 14 606 511 639 AFSL 480863 (Pacific Indemnity) acting as agent for CGU and Zurich.