



Directors & Officers Liability Insurance Policy Wording

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 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 **Insurer's** privacy policy on its website at: <https://www.britisurance.com/privacy>.

General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice (Code), which is a voluntary self-regulatory code.

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 the resolution of complaints and disputes **You** make about **Us**; and
- to promote continuous improvement of the general insurance industry through education and training.

The Code aims to raise the standards of practice and service in the insurance industry. Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit www.codeofpractice.com.au.

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code Governance Committee go to www.insurancecode.org.au.

Complaints and disputes

If you have any concerns or wish to make a complaint in relation to this policy or our services, please contact:

claims@pacificindemnity.com.au or
bgs.complaints@britinsurance.com

We will acknowledge receipt of **Your** complaint and do **Our** utmost to resolve the complaint to **Your** satisfaction within 10 business days.

Where **You** have a complaint which **We** cannot resolve to **Your** satisfaction, **We** will escalate your matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team.

Lloyd's contact details are:

Lloyd's Australia Limited
Email: ldraustralia@lloyds.com
Telephone: (02) 8298 0783
Post: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

A final decision will be provided to **You** within 30 calendar days of the date on which **You** first made the complaint unless certain exceptions apply.

You may refer your complaint to the Australian Financial Complaints Authority (AFCA), if **Your** complaint is not resolved to your satisfaction within 30 calendar days of the date on which **You** first made the complaint or at any time. AFCA can be contacted as follows:

Freecall: 1800 931 678
Email: info@afca.org.au
Website: www.afca.org.au

In writing to:
The Australian Financial Complaints Authority, GPO Box 3,
Melbourne, Victoria 3001.

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If **Your** complaint is not eligible for consideration by AFCA, **You** may be referred to the Financial Ombudsman Service (UK) or **You** can seek independent legal advice. **You** can also access any other external dispute resolution or other options that may be available to **You**.

If a dispute arises under this **Policy**, this **Policy** will be subject to Australian law and practice, and **We** will submit to the jurisdiction of any competent Court in the Commonwealth of Australia; any summons notice or process to be served upon the Underwriters may be served upon:

Lloyd's Underwriters' General Representative in Australia
Suite 1603, Level 16
1 Macquarie Place
Sydney NSW 2000

who has authority to accept service on the Underwriters' behalf. If a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this **Policy** notice should be given to:

Pacific Indemnity
Level 3, 84 William Street Melbourne 3000
PO Box 2 Collins Street West
Email: claims@pacificindemnity.com.au

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.

We, Us and Our

For the purposes of this policy, 'We', 'Us', and 'Our' means Pacific Indemnity Underwriting Solutions Pty Ltd ABN 14 606 511 639 - on behalf of the **Insurer**.

About Pacific Indemnity

Pacific Indemnity Underwriting Solutions Pty Ltd, ABN 14 606 511 639, specialises in professional risks insurances (including directors and officers insurance, professional indemnity insurance, malpractice insurance, information & communication technology insurance and similar products). Pacific Indemnity Underwriting Solutions Pty Ltd's Australian Financial Service Licence number is 480863.

Pacific Indemnity issues and administers the policy. In arranging and effecting this insurance policy, Pacific Indemnity Underwriting Solutions Pty Ltd is acting as an agent of the **Insurer** and not as **Your** agent.

Wholesale only

Pacific Indemnity Underwriting Solutions Pty Ltd is only licensed to offer or provide General Insurance products or services which do not include any of the following types of General Insurance (which are defined by the *Corporations Act 2001* (Cth) as "retail"): Motor vehicle, Home Building, Home Contents, Sickness and Accident, Consumer Credit, Travel, Personal or Domestic Property, Medical Indemnity or any other kind of General Insurance which has been prescribed by the Corporations Regulations.

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In consideration of payment, or agreement to pay the **Premium**, and any disclosure made in the **Proposal**, **We** agree to provide indemnity in accordance with the terms and conditions of this **Policy**:

Insuring Clauses

This **Policy** covers **Claims** first made against an **Insured** and notified to **Us** during the **Period of Insurance** or any applicable **Runoff Period** subject to the terms, conditions and limitations of the **Policy** (including Insuring Clauses, **Schedule**, **Limit of Liability** and **Excess**).

The **Policy** will only provide cover in respect of any **Wrongful Acts** occurring after the **Retroactive Date**.

A. Directors & Officers Liability

We will pay to or on behalf of the **Insured Person** the **Loss** arising from a **Claim** for which the **Insured Person** is legally liable, except to the extent that **Insured Person** has been indemnified by **You** for that **Loss**.

B. Company Reimbursement

We will pay to or on behalf of **You**, the **Loss** that **You** are legally required or permitted to pay to or on behalf of any **Insured Person** arising out of any **Claim**.

C. Company Securities

We will pay to or on behalf of **You**, the **Loss** arising from a **Securities Claim** for which **You** are legally liable.

D. Investigation Costs

We will pay the **Investigation Costs** incurred by, or on behalf of an **Insured Person** arising from an **Investigation**.

Extensions

Each of the following extensions applies unless otherwise stated in the endorsements or the **Schedule** as include and are subject to the terms, exclusions, conditions of this **Policy**.

A **Sub-Limit of Liability** may apply to the following extensions. All applicable Sub-Limits of Liability are specified in the **Schedule**.

We extend cover as follows:

Advanced Payment

Except where **We** have denied indemnity, **We** will pay Assets & Liberty Expenses, **Defence Costs**, **Extradition Expenses**, **Investigation Costs** or **Prosecution Costs** (as required) incurred with **Our** prior written consent, as and when they are incurred, but no later than thirty (30) days after **We** have received itemised bills for those costs and expenses.

In the event it is established that any such amounts advanced in accordance with this extension are not covered by this **Policy**, or an **Insured** is otherwise not entitled to payment of such amounts under this **Policy**, each **Insured** having received the benefit of such payments, or the payments themselves, shall repay such amounts to **Us**.

Assets and Liberty Safeguard

We will pay **Assets & Liberty Expenses**, **Bail Bond & Civil Bond Expenses**, **Confiscation Expenses**, and **Prosecution Costs** incurred by an **Insured Person** or to, or on behalf of, an **Insured Person**.

Continuous Cover

We will cover **You** for any **Loss** or **Claim**, otherwise covered by this **Policy**, arising from a **Known Circumstance** (notwithstanding the exclusion for **Claims** arising from **Known Circumstances** within this **Policy**) if:

- there has been no fraudulent non-disclosure or fraudulent misrepresentation in respect of such **Known Circumstance**; and
- You** held a current directors & officers policy with **Us** when **You** first became aware, or reasonably ought to have been aware, of the **Known Circumstance**; and
- We** continued without interruption to be **Your** directors & officers insurer until this **Policy** came into effect; and
- 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 **Known Circumstances** exclusion) otherwise be covered under this **Policy**; and
- neither the **Claim**, **Loss** nor **Known Circumstance** have previously been notified to **Us** or to any other insurer;
- You** agree to seek cover under this **Policy** only and to not seek cover under such earlier policy issued by **Us**.

In accordance with s54 of the Insurance Contracts Act 1984 (Cth), cover under this clause is subject to the terms, conditions and limitations (including Insuring Clauses, **Schedule**, **Limit of Liability** and **Excess**) of the policy in force when the **Insured** first became aware of the **Known Circumstance**, but only if that policy provides no broader cover than that provided for in this **Policy**.

Court Attendance Expenses

We will pay **Court Attendance Expenses** to any **Insured Person** who is required to attend **Court** for the purposes of giving evidence as a witness in connection with a **Claim** or **Investigation** covered under this **Policy**.

Emergency Expenses

In cases of emergency, notwithstanding, 'Claims Condition - Claims Notifications', where it is not possible for the **Insured** to obtain **Our** consent prior to incurring **Defence Costs** or **Investigation Costs**, then the **Insured** may incur necessary **Defence Costs** or **Investigation Costs**. **We** will reimburse or pay to, or on behalf of, an **Insured**, any such **Defence Costs** or **Investigation Costs** incurred provided that the **Insured** obtains **Our** retrospective written consent (which **We** will not unreasonably withhold) within 30 days of such costs and expenses being incurred and during the **Period of Insurance**.

Extradition Expenses

We will pay **Extradition Expenses** to or on behalf of an **Insured Person**, arising from an **Extradition Event**.

Financial Interest Liability

We shall cover **You** to the extent that your financial interest in a **Non-Admitted Insured** is impaired as a direct result of the **Non-Admitted Insured** incurring loss, liability or expense that would have been covered under this **Policy** (subject to the terms, exclusions and conditions of this **Policy**) if it had been incurred by **You**.

This clause only applies where **You** can demonstrate in writing that you have a financial interest in a **Non-Admitted Insured** at the time that the **Non-Admitted Insured** incurred loss, liability or expense during the **Period of Insurance**.

The agreed value of the impairment to **Your** financial interest is equal to the amount that would have been payable to the **Non-Admitted Insured** concerned if it had been covered under the terms of this **Policy** (taking account of sums recoverable under any other policy and net of any recovery from third parties).

Where **Your** financial interest in the **Non-Admitted Insured** (as evidenced in writing) is less than 100% the said agreed value shall be reduced proportionately.

Fines and Penalties

We will pay any fine or pecuniary penalty imposed pursuant to any statute to or on behalf of any **Insured Person**, arising from a **Claim**, except where **We** are prohibited by law from doing so. Cover under this extension is subject to the Fines and Penalties **Sub-Limit of Liability**, which is included within and not in addition to the **Limit of Liability**, and is subject to the **Excess** as stated in the **Schedule**.

Health and Safety Costs

Notwithstanding 'Exclusion - Bodily Injury & Property Damage', **We** will pay **Defence Costs** to or on behalf of any **Insured Person**, in respect of a **Claim** or **Investigation** for a breach of Work, Health and Safety legislation or regulations, including workplace death and industrial or corporate manslaughter legislation or regulations.

Insured Person US Claims

Notwithstanding the *US Claims* exclusion, **We** will pay:

- a) **Defence Costs** of any **Insured Person** arising from a **US Claim**; or
- b) any **Loss** or any other amount covered under the **Policy** suffered by an **Insured Person** arising out of or in connection with any **US Claim**:
 - (i) brought by any past director or officer of **You** or an **Outside Entity**;
 - (ii) brought or maintained by any **Insured Person** for any **Employment Practice Violation**;

- (iii) brought by an **Insured Person** for contribution or indemnity, if the **Claim** directly results from another **Claim** covered by this **Policy**; or
- (iv) brought by **You** or an **Outside Entity**, for any **Shareholder Derivative Demand**.

Insured Person Tax Liability

We will pay any unpaid taxes that an **Insured Person** becomes personally liable to pay as a result of the insolvency, receivership or winding up of **You** provided that such liability does not arise from the wilful intention of the **Insured Person** or **You** to breach any statutory duty governing the payment of taxes.

New Subsidiary

The definition of **Subsidiary**, is extended to include any entity that, after the commencement of the **Period of Insurance**, becomes an entity that the **Policyholder** controls, either directly or indirectly, unless such entity:

- a) has any of its securities listed on an exchange in the United States of America, or its territories or protectorates;
- b) is a financial institution, including but not limited to banks, credit institutions, building societies, clearing houses, insurance or reinsurance companies, insurance brokers, investment advisors, investment managers, dealers and traders, private equity or venture capital companies, stock brokerage firms or similar entities.

For entities with total assets exceeding twenty-five percent (25%) of the gross consolidated assets of the **Policyholder**, then the definition of **Subsidiary** will only extend to include such an entity for a period of ninety (90) days from the date **You** acquired control of such entity, such period not to extend beyond the **Period of Insurance**, unless otherwise agreed in writing by **Us**. During this period the **Policyholder** shall provide full particulars of the new **Subsidiary** to **Us** for consideration, to allow **Us** to assess whether to offer such cover and evaluate, the terms and conditions and additional premium to be paid by **You** to include such entity as a **Subsidiary** under this **Policy** beyond the ninety (90) day period.

We will cover any new **Subsidiary** pursuant to this extension for any **Wrongful Act** or conduct occurring whilst the entity is a **Subsidiary** of the **Policyholder** only.

Outside Directorship Indemnification

We will extend cover under this **Policy** to an **Outside Entity Director**. **Cover** will apply in excess of:

- a) any indemnification provided by the **Outside Entity**; and
- b) other valid directors' & officers' or management liability insurances for the benefit of its directors and officers or employees.

Pollution Defence Costs

Notwithstanding 'Exclusions - Bodily Injury & Property Damage and Pollution', **We** will pay **Defence Costs** to or on behalf of any **Insured Person**, responding to a **Claim** or **Investigation** arising directly or indirectly from the discharge, dispersal, release or escape of **Pollutants** subject to the Pollution **Defence Costs Sub-Limit of Liability**, which is included within and not in addition to the **Limit of Liability** and subject to the **Excess** as stated in the **Schedule**.

Public Relations Expenses

We will pay the reasonable and necessary fees, costs and expenses to or on behalf of the **Insured** for a public relations consultant retained by **You**, with **Our** prior written consent (which **We** will not unreasonably withhold) to design and implement a **Publicity Campaign** approved by **Us**, which is designed solely to prevent or mitigate damage to a **Policyholder Director's** reputation in consequence of:

- a) a covered **Claim** or **Investigation**; or
- b) **Self-Report, Raid** or **Pre-Claim Inquiry**.

Our total liability under this extension shall not exceed the Public Relations Expenses **Sub-Limit of Liability**, which is included within and not in addition to the **Limit of Liability** and subject to the **Excess** as stated in the **Schedule**.

Runoff Period

The **Policyholder** shall be afforded, other than by reason of a **Change in Ownership**:

- a) an automatic **Runoff Period** of 90 days; and
- b) subject to our approval, an optional **Runoff Period** of 12 months commencing on the expiry of the **Period of Insurance** if this **Policy** is not renewed or replaced with a policy or similar cover and requested in writing within 30 days of the expiry of the **Period of Insurance**.

The additional premium payable in respect of the 12 month **Runoff Period** shall be 100% of the applicable **Premium** in respect of this **Policy**.

In the event of a **Change in Ownership**, the **Policyholder** may request an optional 84-month **Runoff Period** commencing on the expiry of the **Period of Insurance** of this **Policy**. Any **Runoff Period** afforded shall be subject to our approval and such reasonable terms, conditions, and payment of additional premium to be reasonably determined by **Us**.

The **Runoff Period** extension is non-cancellable and shall not in any way increase the **Limit of Liability** of this **Policy**.

Runoff for Retired Insured Persons

At no additional premium, **We** will provide an automatic eighty-four (84) month **Runoff Period** for any **Insured Person** who retires or resigns prior to or during the **Period of Insurance**, for reasons other than involuntary termination or **Change in Ownership**, provided that:

- a) the **Policy** is not renewed or replaced with a policy or similar cover; or
- b) where the **Policy** is renewed or replaced with a policy or similar cover, such renewal or replacement policy does not provide cover for such **Insured Persons** who have retired or resigned.

Self-Report, Raid & Pre-Claim Inquiry Costs

We will pay the reasonable costs and expenses to or on behalf of an **Insured Person**, incurred as a result of a **Self-Report, Raid** or **Pre-Claim Inquiry**.

Costs incurred as a result of a **Self-Report, Raid** or a **Pre-Claim Inquiry** shall not include any remuneration, overheads, benefits, cost of time, or any imposed fines and penalties, of any **Insured**.

Shareholder Derivative Actions

We will pay **Shareholder Derivative Action Costs** to or on behalf of **You**, and which are incurred by **You** as a result of a **Shareholder Derivative Demand**.

Optional Extensions

Corporate Employment Practice Liability

We will pay **Loss** arising from a **Claim**, to or on behalf of **You**, for any **Employment Practice Violation**.

Notwithstanding this, **We** provide no cover to **You** under this Corporate Employment Practice Liability extension for any:

- a) industrial dispute (whether between employer and employee or between employees or their unions or generally), strike, picket, lock-out, go slow or work to rule action;
- b) **Claims** brought about by, contributed to by or which involve matters arising under any workers' compensation, disability benefits, paid or unpaid leave, redundancy or unemployment benefits or compensation, unemployment insurance, retirement benefits, welfare benefits or similar or related obligations whatsoever;
- c) **Claims** for the cost of physical modifications to premises, plant or equipment owned or occupied by **You**;

- d) **Claims** for or in respect of obligation or breach of obligation providing for or under:
- (i) paid or unpaid leave of any kind;
 - (ii) workers' compensation, occupational or workplace health and safety, disability benefits, unemployment benefits or compensation, unemployment insurance, retirement benefits or social security benefits;
 - (iii) redundancy or severance payments or entitlements; or
 - (iv) any industrial instrument or contract of employment;
- e) **Claims** or proceedings for or in respect of:
- (i) a contract of employment alleged to be unfair;
 - (ii) employee benefits including but not limited to any fringe, health or superannuation benefits, bonus, or incentive payments, stock or share plans or entitlements;
 - (iii) back pay or contractual or required notice periods or notices of termination;
 - (iv) specified contractual obligation, except to the extent such obligation would have attached in the absence of such contract;
 - (v) the cost of reinstatement of any employee; or
 - (vi) educational, sensitivity or other corporate program, policy or seminar;
- f) **Claims** brought and notified after the appointment of any liquidator, receiver and manager, official manager, administrator, official trustee in bankruptcy, or trustee administering a compromise or scheme of arrangement of or in respect of **You**; or
- g) any **US Claims** for any **Employment Practice Violation**.

The total payable by **Us** under this extension shall not exceed the Employment Practice Liability **Sub-Limit of Liability**, which is included within and not in addition to the **Limit of Liability** and subject to the **Excess** as stated in the **Schedule**.

Mitigation Costs

We will pay the direct costs and expenses reasonably and necessarily incurred by **You**, to or on behalf of **You**, with **Our** prior written consent (which **We** will not unreasonably withhold) in taking reasonable and necessary steps to rectify or to mitigate the effects of any of **Your** acts, errors or omissions by or on behalf of the **Insured** that would otherwise result in a **Claim** covered by the **Policy**.

Cover under this extension will only be provided in circumstances where **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**.

Notwithstanding this, **We** provide no cover to **You** under this **Mitigation Cost** extension for:

- a) costs and expenses for matters that are not otherwise covered under the **Policy**;
- b) indirect costs and expenses;
- c) costs and expenses that would result in any betterment; or
- d) any **Investigation Costs**.

Our total liability under this extension shall not exceed the **Mitigation Costs Sub-Limit of Liability**, which is included within and not in addition to the **Limit of Liability** and subject to the **Excess** as stated in the **Schedule**.

Exclusions

We will not provide cover to **You** or have any liability for or in respect of any **Loss** or other amounts under this **Policy**:

Bodily Injury & Property Damage

arising out of or in connection with, directly or indirectly, or in consequence of:

- a) bodily injury, mental or emotional distress, sickness, disease, or the death of any person; or
- b) loss of, damage to or destruction of any property (real or personal), or any consequential loss, damage or destruction of that property (including the loss of use of that property).

Conduct

arising out of or in connection with, directly or indirectly or in consequence of:

- a) any conduct involving a wilful breach of a duty, law or regulation by an **Insured Person**;
- b) any deliberately dishonest, fraudulent or malicious act or omission by an **Insured Person**; or
- c) any improper use of information or position by an **Insured Person** to gain an advantage which an **Insured Person** was not legally entitled.

This exclusion will only apply if the conduct in a), b) or c) above is established by written admission or determined by final adjudication of a court or arbitral tribunal, after exhaustion of all appeal rights.

For the purpose of determining the applicability of this Exclusion, the conduct of any **Insured** shall not be imputed to any other **Insured Person**.

Known Circumstances

for any **Loss** in respect of any **Claim**, or facts which may give rise to any **Claim**:

- 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 **Loss** in respect of a known **Claim**; or
- d) disclosed in the **Proposal** or arising from or associated with facts or circumstances disclosed in the **Proposal**.

Pollution

arising out of or in connection with, directly or indirectly or in consequence of the:

- a) the discharge, dispersal, release or escape of **Pollutants** into or upon land, the atmosphere, or any water course or body of water; or
- b) the testing, cleaning up, monitoring, remediating or removal of such **Pollutants**.

Professional Services

arising out of or in connection with, directly or indirectly or in consequence of any actual or alleged performance of, or failure to perform, third party professional services of any kind. However, this Exclusion shall not apply to any **Claim** alleging that an **Insured Person** has failed to supervise an employee in the performance of professional services.

Uninsurable Losses

any insurable amount **We** are prohibited from paying at law.

US Claims

arising out of or in connection with, directly or indirectly or in consequence of any **US Claim**:

- a) brought by or on behalf of any **Insured**, or **Outside Entity** where an **Insured Person** who was, is or becomes an **Outside Entity Director**; or
- b) arising out of any actual or alleged violation or breach of any responsibilities, obligations or duties imposed under the *Employee Retirement Income Security Act 1974 (USA)* or any similar legislation or any amendment thereto.

Claim Conditions

Responsibilities in this section of the **Policy** apply to **You** and any **Insured** that is seeking indemnity under the **Policy**.

If **You** do not meet these responsibilities, **We** may refuse to pay a **Claim** or reduce cover under the **Policy** to the extent that **Our** interests have been prejudiced.

The course of action **We** take if **You** fail to meet these conditions will be considered in each circumstance based on what impact or effect **Your** failure to comply with the conditions of the **Policy** causes or contributes to the **Claim** or **Investigation** or changes **Our** liability under the **Policy**.

Claims Notification

You must tell **Us** about any **Claims** or **Losses** as soon as reasonably possible and while this **Policy** or applicable **Runoff Period** is in force. If not, **Your** rights under this **Policy** may be affected. **Your** obligation to notify **Us** of all **Claims, Investigations, or Losses** applies irrespective of whether any potential or actual amount payable under the **Policy** may fall within the **Excess**.

All **Insureds** may, during the **Period of Insurance** or **Runoff Period**, notify **Us** of any matters that may give rise to a **Claim** or **Investigation** under this **Policy**.

Such notice shall include all:

- a) details of alleged or potential loss, parties involved, and reason for anticipating such a **Claim, Investigation** or **Loss**; and
- b) details of any other insurance policy or indemnity that may be available to any **Insured** and which may cover such losses subject to the notification being made under this **Policy**.

Claims co-operation

The **Insured** shall:

- a) diligently do, and allow to be done, everything reasonably practicable to avoid or lessen **Your** liability in relation to a **Claim** or loss otherwise covered by this **Policy**; and
- b) at their own cost, as soon as reasonably possible give to **Us** the help and information that **We** may reasonably require and request 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.

Defence

The **Insured** shall defend all **Claims** and **Investigations** covered by this **Policy**. **We** shall have the right to be involved with the conduct of any defence and negotiation of any settlement under this **Policy**.

We consent to any **Panel Firm** being appointed to act on behalf of an **Insured** in defending or negotiating the settlement of any **Claim** or **Investigation**.

In the event of:

- a) any material conflicts of interest between **Insured Persons**, **We** will accept the retention of separate legal representation as reasonable and necessary;
- b) a **Claim** brought by or behalf of **You** against an **Insured Person**, **We** shall not have any duty or obligation to communicate with any other **Insured**, with regards to such **Claim**.

You must not admit liability for or settle any Claim

The **Insured** must not, without **Our** prior written consent (which **We** will not unreasonably withhold):

- a) admit, assume liability for, or settle any **Claim**;
- b) incur any **Investigation Costs**; or
- c) prejudice **Our** rights under the **Policy** or at law.

Other than by way of the Emergency Expense Extension, if **Our** prior written consent is not obtained, **We** may reduce the amount **We** are required to cover under the **Policy** to the extent **We** have been prejudiced.

Your right to contest

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

- a) the amount **We** could have settled the matter for; less
- b) the relevant **Excess** specified in the **Schedule**; plus
- c) the **Defence 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** should be contested, then to the extent permitted by law, neither **We** nor **You** can require the other to contest any legal proceedings in relation to a **Claim** if the other does not agree to do so.

In formulating their advice, **Senior Counsel** must be instructed to consider the matter, having regard to matters including but not limited to:

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

The cost of **Senior Counsel's** opinion will form part of the **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 parameters which are reasonable (in **Senior Counsel's** opinion and in the light of the matters he/she is required to consider), then **You**:

- a) shall not (subject to the provisions herein under the heading "Your right to contest") object to **Our** attempts to settle the **Claim** within those parameters; and
- b) will be required to pay the relevant **Excess** specified in the **Schedule**.

Payments to settle potential Claims

Any money **We** pay to settle anything which might give rise to a **Claim** is taken to be:

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

Allocation

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.

If both **You** and **We** cannot agree on an allocation of such amounts incurred by **You** or on **Your** behalf, then:

- a) **We** will advance such portion of the **Loss**, costs and expenses, 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.
- b) Where an agreement cannot be reached, a **Senior Counsel** will determine a fair and equitable allocation, as an expert, not as an arbitrator, which will be final, taking into consideration both parties' submissions.

Order of Payment

We will make payment of any amount covered by this **Policy** in the order in which they presented to **Us** for payment.

However, if, after reasonable investigation, **We** become aware that the **Limit of Liability** may be insufficient to cover all payments owing under the **Policy**, **We** shall first pay the **Insured Person**. After such payments, any remaining **Limit of Liability** shall be paid to **You**, which **You** are entitled to under this **Policy**.

Subrogation

In the event of any payment under this **Policy**, **We** shall be subrogated to all of the **Insureds'** rights of recovery, indemnification and contribution.

The **Insured** must not prejudice **Our** rights under the **Policy** and will provide to **Us** all reasonably required assistance including but not limited to the execution of documents necessary to enable **Us** to adequately commence any action in the name of any **Insured**.

We shall not exercise any available right of subrogation against an **Insured Person** under this **Policy** unless Exclusion "Conduct" applies to such **Insured Person**.

General Provisions

Limit of Liability

The total payable under this **Policy** shall not exceed the **Limit of Liability** for any one **Claim** or **Loss** and in the aggregate or series of **Claims** (including **Defence Costs, Self-Reports, Raids, Pre-Claim Inquiry** or **Investigation**) arising from the same, interrelated or series of, continuous acts, facts, errors or omissions.

Cover provided by any Insuring Clause, Extension, Optional Extension or Endorsement is subject to the **Limit of Liability** or **Sub-Limit of Liability** specified in the **Schedule** or any Endorsement to this **Policy**.

Any **Sub-Limit of Liability** is part of the **Limit of Liability** and is not payable in addition to the **Limit of Liability**. **We** shall have no liability in excess of a specified **Sub-Limit of Liability**.

For the purpose of this **Policy**, all such **Claims, Self-Reports, Raids, Pre-Claim Inquiry** or **Investigation** or other matters covered under the **Policy** 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 the same, interrelated or series of, continuous acts, facts, errors or omissions that might give rise to a **Claim**).

Excess

We shall only be liable for any payment for that part of the covered **Claims** or other **Loss** (including for the payment of **Defence Costs, Self-Reports, Raids, Pre-Claim Inquiry** or **Investigation**) above the **Excess** specified in the **Schedule**.

Only one **Excess** is payable in respect of:

- a) any one **Claim, Self-Report, Raid, Pre-Claim Inquiry** or **Investigation**;
- b) any series of **Claims, Self-Reports, Raids, Pre-Claim Inquiries** or **Investigations** arising from the same, interrelated or series of continuous acts, facts, errors or omissions, unless specifically provided otherwise.

If any matter arising from the same, interrelated or series of, continuous acts, facts, errors or omissions is subject to more than one **Excess**, then only the highest **Excess** shall be payable.

Where a single act, fact, error or omission gives rise to more than one **Claim, Self-Report, Raid, Pre-Claim Inquiry** or **Investigation**, they shall jointly be regarded as one **Claim, Self-Report, Raid, Pre-Claim Inquiry** or **Investigation** under this **Policy**, and therefore subject to only one **Excess**.

Preservation of Rights to Indemnification

If **You** are legally required or permitted to indemnify an **Insured Person** for **Loss** or other amounts insured under this policy but refuse or fail to do so within 30 days of receiving a written demand from the **Insured Person** for indemnification, then **We** shall advance to the **Insured Person** all such payments above the **Excess** and **You** shall be liable to reimburse **Us**.

Sanctions

We shall provide no cover and shall have no liability for any payment, benefit or provision of any cover including any defence of any **Insured** arising out of or in connection with, directly or indirectly or in consequence of any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Australia, the United Kingdom, or the United States of America.

Other Insurance

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 **Investigation Costs**, or any part of them, covered by this **Policy**.

Premium Payment

The cover **We** provide in this **Policy** is subject to full payment of the gross **Premium**. Otherwise, any outstanding **Premium** or part thereof may be deducted from the amount **We** pay **You**.

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:

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

Governing Law

This **Policy** is governed by the laws of the Commonwealth of Australia, its Territory or State where the **Policy** was issued (which is specified in the **Schedule**). The Australian courts of that place, have jurisdiction, in any dispute or matters relating to the construction, validity or operations of this **Policy**.

Territorial & Jurisdiction Limits

Subject to 'General Provision', *Sanctions*, unless prohibited by law or regulations, cover under this **Policy** is not restricted by the location of where such matter giving rise to the **Claim** occurred.

Severability, Rescission 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 **Insured** under this **Policy**.

This **Policy** is not avoidable, rescindable, in whole or in part.

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

In relation to any non-fraudulent misrepresentation and non-disclosure:

- a) **We** shall waive all rights with respect to any such non-fraudulent misrepresentation or non-disclosure by any **Insured**;
- b) **We** have the right to reduce our liability to make payments under the **Policy** in the case of fraudulent non-disclosure or fraudulent misrepresentation by any **Insured** where it is established by final adjudication, or written admission by any **Insured Person**;

- c) **We** will only reduce **Our** liability to make payments in respect of an **Insured** if it is established by final adjudication or written admission by any **Insured Person** that such **Insured** was directly involved in or aware of such fraudulent non-disclosure or fraudulent misrepresentation.

Notwithstanding this, with respect to Insuring Clause C, *Company Securities*, only the statements, facts, conduct and knowledge of **Your** past or present Chairperson, Chief Executive Officer, Chief Financial Officer, Chief Legal Officer, Risk Manager or Company Secretary (or their equivalents positions) shall be imputed to **You**.

Tax

Any input tax credit that the **Insured** is entitled to claim shall reduce **Payment** under this **Policy**.

Cancellation

Except in the case of non-payment of the **Premium**, this **Policy** may not be cancelled by **Us** or **You**.

Change in Ownership

If during the **Period of Insurance**, a **Change in Ownership** occurs, this **Policy** shall provide cover for:

- a) a resulting **Wrongful Act**; or
- b) an **Investigation**; or
- c) any other matter payable by this **Policy**;

for matters or conduct occurring or arising prior to the date of **Change in Ownership**.

Authority

With respect to this **Policy**, the **Policyholder** shall act on behalf of all **Insureds**. However, any **Insured Person** will not be precluded from notifying **Us** in accordance with the terms and conditions of this **Policy**.

Assignment

Any rights conferred to **You** under the **Policy** may not be assigned, except without **Our** prior written consent.

Confidentiality

You shall not, without **Our** prior written consent (which shall not be unreasonably withheld), disclose the existence or terms of this **Policy** to any person except as required by law or court order or to **Your** professional advisers. However, **You** may, in **Your** annual report state that **You** have agreed a premium for the **Policy** but shall not reveal the terms, **Us**, the **Limit of Liability**, or the **Premium** paid for this **Policy**.

The Policy Agreement

In consideration of payment of the **Premium** for this **Policy**, all **Insureds** and **We** agree that this **Policy**, including the Notices, **Schedule** and **Proposal** including any applicable Endorsements attaching to this **Policy** constitute the entire agreement between the parties. The **Policy's** terms, conditions and limitations can be waived or amended only by written Endorsement by **Us**.

Electronic Notices

We may issue notices as required by the *Insurance Contracts Act 1984* (Cth) by electronic mail or post.

Payment in Australian Dollars

All amounts referred to under this **Policy** must be paid in Australian dollars in Australian dollars. If a payment under this **Policy** is to be made in a currency other than Australian dollars, then such payment shall be made at a rate of exchange as published in the *Australian Financial Review* on the date the obligation to pay the **Claim** or **Loss** is established or, if not published on that date, on the date of the next publication.

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**.

Assets & Liberty Action

means any legal proceedings to obtain the discharge or revocation of an interim or interlocutory court order (including any appeals) by an **Official Body**, against an **Insured Person** in respect of the:

- a) confiscation, or freezing rights over real property and personal assets, or charge over such real property or personal assets;
- b) disqualification to hold office as a director or officer; or
- c) confinement to a specific residence or held in detention,

which arises in respect of a **Claim** or **Investigation**.

Assets & Liberty Expenses

means all direct reasonable costs and expenses incurred with **Our** prior written consent (which **We** will not unreasonably withhold) by or on behalf of, an **Insured Person** to defend an **Assets & Liberty Action**.

Bail Bond & Civil Bond Expense

means the reasonable payment or fee for any bond or other form of financial guarantee required by a court to guarantee an **Insured Person's** contingent obligation for a specified amount hearing a **Claim**.

Bail Bond & Civil Bond Expense shall not include any collateral.

Change in Ownership

means:

- a) any entity, person or group of persons acting in concert (other than a **Subsidiary**) that becomes entitled to cast or control, more than fifty percent (50%) of the:
 - (i) composition of the board of directors of the **Policyholder**; or
 - (ii) shareholding or equity voting power of the **Policyholder**; or
- b) the **Policyholder** merges into or consolidates into another entity, disposing greater than fifty percent (50%) of its equity to any other entity, person or group of persons acting in concert.

Claim

means, in relation to a **Wrongful Act**:

- a) a written demand
- b) any civil, regulatory or administrative proceeding including arbitration, mediation or any other alternative dispute resolution process, or counter claim;
- c) a criminal proceeding;
- d) an **Investigation**; or
- e) specifically in respect of:
 - (i) Extension, *Assets & Liberty Safeguard*, any **Assets & Liberty Action**;
 - (ii) Extension, *Extradition Expenses*, any **Extradition Event**;
 - (iii) Optional Extension, *Corporate Employment Practice Liability* any **Employment Practice Violation**;
 - (iv) Insuring Clause C, *Company Securities* any **Securities Claim**.

Confiscation Expenses

means the expenses incurred by an **Insured Person** as a result of a **Confiscation Order** for their:

- a) dependent children's schooling costs;
- b) monthly rent or mortgage, and utility costs for the **Insured Person's** primary residence; and
- c) personal insurance premiums including home and contents, life, health insurance,

where such expenses are owing or contracted by such **Insured Person**, prior to the **Confiscation Order**, and will cease:

- a) upon discharge or revocation of the **Confiscation Order**; or
- b) twelve (12) months following the making of the **Confiscation Order**.

Confiscation Order

means an order of an **Official Body** resulting in the:

- a) confiscation, or freezing rights, suspension or assuming ownership; or
- b) the placement of a charge,

over such real property or personal assets of an **Insured Person** made in the context of an **Asset & Liberty Action**.

Control

means the authority to direct an entity and the affairs of that entity by holding more than half of the issued share capital of that entity, or controlling:

- a) the composition of the board of directors of that entity; or
- b) more than half of the shareholder voting power of such entity.

Court Attendance Expense

means an allowance of \$500 per day for any **Insured Person** whose attendance is required as a witness, or is otherwise necessary, at any legal proceeding, including an **Inquiry**.

Defence Costs

means reasonable fees, cost and expenses, incurred in the defence, investigation, settlement or appeal of any covered **Claim**, incurred by or on behalf of, an **Insured** with **Our** prior written consent.

Defence Costs shall not include **Your** salaries, overheads, benefits or other costs.

Employment Practice Violation

means any actual or alleged, act, error or omission with respect to the employment or prospective employment of any past, present or future employee or **Insured Person** of **You**.

Excess

means the amount specified in the **Schedule** that **You** will be required to pay for each and every **Claim**.

Extradition Event

means the service on an **Insured Person** of an extradition order in the scope of **Extradition Proceedings** in connection with a **Wrongful Act** after the commencement of the **Period of Insurance** and first made and notified to **Us** during the **Period of Insurance** (or any applicable **Runoff Period**).

Extradition Expenses

means all direct reasonable costs and expenses incurred with **Our** prior written consent (which **We** will not unreasonably withhold) to or on behalf of an **Insured Person**, to defend an **Extradition Event**.

Extradition Proceedings

means any proceeding calling for the deportation, extradition or arrest of an **Insured Person**.

Insured

means **You** and any **Insured Person**.

Insured Person

means a natural person, who is a past, present or future:

- a) director, shadow director or de-facto director of **You**;
- b) prospective director named in **Your** prospectus or similar offering document;
- c) officer, senior manager, general counsel, company secretary, risk manager, controller, chancellor or governor of **You**, or any other natural person who is involved with and takes part in the management of **You**;
- d) committee member, of a committee established by or approved by **Your** board of directors;
- e) trustee or policy committee member of a superannuation fund established for the benefit of **Your** employees; or
- f) employee of **You** whose employment is governed by an employment contract, but only:
 - (i) whilst they are acting in a managerial or supervisory capacity of **You**;
 - (ii) in relation to a **Claim** alleging an **Employment Practice Violation**;
 - (iii) when a **Claim** is brought and maintained against both the employee and an **Insured Person** described in a) – e) above; or
 - (iv) regarding relation to an **Investigation**;

but only when such **Insured Person** is acting in such capacity as an **Insured Person**.

In respect of any **Wrongful Act**, the definition of **Insured Person** is extended to include any:

- a) spouse or domestic partner; or
- b) heirs, legal representatives, administrator, or executor of an incompetent, deceased, insolvent or bankrupt estate,

of such **Insured Person**.

Insured Person shall not include any of **Your** external auditors, independent contractors or consultants, receivers, administrators, liquidators, managers, mortgagee in possession or similar.

Insurer

means Certain Underwriters at Lloyd's.

Investigation

means any hearing, examination, investigation, or inquiry (including any requirement to produce documentation) by an **Official Body** into the affairs of an **Insured** in their capacity as such commenced or convened after the commencement of the **Period of Insurance**, where:

- a) it is notified to **Us** during the **Period of Insurance** (or any applicable **Runoff Period**); and
- b) an **Insured Person** is required to, respond to, attend, is questioned or required to produce documentation.

An **Investigation** shall not include any part of any routine or regular audit, inspection, oversight, or compliance activities or similar.

Investigation Costs

means the reasonable cost and expenses incurred by or on behalf of an **Insured Person** with **Our** prior written consent (which **We** will not unreasonably withhold) for the purpose of preparing for, attending, cooperating with or being represented at any **Investigation**.

Investigation Costs shall not include any remuneration, overheads, benefits, or cost of their time, of any **Insured**.

Known Circumstance

means any fact, situation, or circumstance of which:

- a) any of **You** were aware at any time prior to the inception of this **Policy** or before this **Policy** was amended or endorsed; or
- b) are related to facts alleged or the same or similar related **Wrongful Acts** alleged or contained in any **Claim** which has or could have been notified as a circumstance in any prior policy of which this is a renewal or replacement thereof,

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

Limit of Liability

means the '*Limit of Liability*' specified in the **Schedule**.

Loss

means any amounts legally liable to be paid by the **Insured** (or **You** in the case of a **Securities Claim**) in relation to **Claims** made against an **Insured** including:

- a) **Defence Costs**;
- b) the award of damages, costs, settlements, or pre and post covered judgement interest; or
- c) compensatory, punitive, aggravated, exemplary and multiple damages.

Loss shall also be extended to include:

- a) **Asset & Liberty Expenses, Extradition Expense, Investigation Costs, Bail Bond & Civil Bond Expense and Prosecution Costs**; and
- b) all expenses incurred in relation to Extension, *Court attendance Expense* (subject to the limit or Extension, *Public Relations Expenses*);

but only with regards to **Claims** made against any **Insured Person**.

Loss shall not include:

- a) **Your** taxes, except GST where **You** are not entitled to an input tax credit;
- b) remuneration or employment related benefits;
- c) payments for amounts that **We** are prohibited at law from paying; or
- d) sum amounts issued by a pension regulator in respects of any pension scheme pursuant to a financial support direction or contribution notice.

Non-Admitted Insured

means a subsidiary of a **Named Insured** to the extent that insurance of that subsidiary under this **Policy** would expose either **Us, You** or the **Non-Admitted Insured** to legal or regulatory sanction. To the extent it is a **Non-Admitted Insured** such subsidiary is not insured and does not have any rights under this **Policy**.

Official Body

means any regulator, authority, body, or any other person or entity with the legal authority to conduct an **Investigation**.

Outside Entity

means any other entity, other than **You**, provided that such entity is not:

- a) an Australian Financial Services Licence or equivalent;
- b) a pension or superannuation fund, trust or scheme;
- c) a special purpose entity (SPE), special purpose vehicle (SPV), structure investment vehicle (SIV) or a special purpose acquisition company (SPAC);
- d) listed on any exchange in the United States of America, territories, or protectorates,

unless such entity in clause a)-d) above is specifically endorsed to this **Policy**.

Outside Entity Director

means any past, present or future director, officer, trustee or equivalent position in an **Outside Entity**, held at **Your** specific request.

Panel Firm

means any firm listed by Endorsement to this **Policy**.

Pre-Claim Inquiry

means after commencement of the **Period of Insurance**:

- a) where a written request for an **Insured Person**, to appear, respond or attend, or to produce documentation is made by **You**, or **Your** board of directors; and
- b) which was first made and notified to **Us** during the **Period of Insurance** (or any applicable **Runoff Period**); and
- c) that arises out of:
 - (i) an **Official Body** inquiry or **Investigation** pertaining to **You** or an **Insured Person**; or
 - (ii) an alleged **Wrongful Act** by an **Insured Person** after written notification to an **Official Body**.

Pre-Claim Inquiry shall not include any part of any routine or regular audit, inspection, oversight, internal supervision or compliance activities, request for mandatory information or similar, conducted in any business-as-usual review, or compliance process.

Policy

means 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**.

Policyholder

means the entity expressly identified in the **Schedule** as the **Policyholder**.

Policyholder Director

means any natural person, past, present or future non-executive appointed to the board of directors of the **Policyholder**.

Pollutants

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

Period of Insurance

means 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.

Premium

means the amount specified as such in the **Schedule** that **You** have agreed to pay.

Prosecution Costs

means all direct reasonable costs and expenses incurred by or on behalf of an **Insured Person** with **Our** prior written consent (which **We** will not unreasonably withhold) to bring legal proceedings for a declaration and or injunction in connection with any **Asset & Liberty Action**.

Proposal

means the written proposal form 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

means a publicity and/or public relations campaign designed and implemented by an external public relations consultant.

Raid

means any raid or onsite visit to **Your** premises by an **Official Body**, where an **Insured Person** is interviewed or required to produce, review, copy documents related to **Your** business, or the removal of any such documents, which takes place after the commencement of the **Period of Insurance** and which was first notified to **Us** during the **Period of Insurance**.

Retroactive Date

means the date specified as the **Retroactive Date** in the **Schedule**.

Runoff Period

means the period provided by Extension, **Runoff Period** immediately following the expiry of the **Period of Insurance** during which written notice may be given to **Us** of a **Claim**, **Self-Report**, **Raid** or **Pre-Claim Inquiry** or **Investigation** which was first made during such period, but only to the extent that such **Claim**, **Self-Report**, **Raid** or **Pre-Claim Inquiry** or **Investigation** are resulting from facts, circumstances or **Wrongful Acts** that occurred before the expiry of the **Period of Insurance**.

Securities Claim

means a **Claim**, which was first made and notified to **Us** during the **Period of Insurance** (or any applicable **Runoff Period**) for:

- a) any written demand;
- b) any civil, regulatory or administrative proceeding; or
- c) a criminal proceeding,

alleging a violation of any laws (statutory or common), regulation or rules regulating:

- (i) the purchase or sale or offer or solicitation of an offer to purchase or sell for; or

- (ii) the registration of; and
- (iii) brought by a security holder of **You** in their capacity as such, whether directly, or derivatively on **Your** behalf for;

any security representing debt of or equity interests in **You** for or arising out of a **Wrongful Act** brought against **You**.

Securities Claim shall also mean any **Shareholder Derivative Demand**.

Securities Claim shall not mean any claim by a director, officer or employee of **You**, alleging, arising out of, based upon or attributable to the loss of, or the failure to receive or benefit of any security representing debt of or equity interests in **You** including any warrants or options.

Self-Report

means a written notification to an **Official Body** of an alleged **Wrongful Act** with respects to the affairs of any **Insured** which occurs after the commencement of the **Period of Insurance** and notified to **Us** during the **Period of Insurance** (or any applicable **Runoff Period**).

Self-Report shall not include any part of any routine or regular audit, inspection, oversight, or compliance activities or similar.

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.

Schedule

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

Shareholder Derivative Action Costs

means all direct reasonable costs and expenses incurred by **You** with **Our** prior written consent (which **We** will not unreasonably withhold) in determining and evaluating on behalf of **You**:

- a) **Your** response to a **Shareholder Derivative Demand**; or
- b) a civil proceeding brought derivatively on behalf of **You** by a security holder against an **Insured Person** for a **Wrongful Act** commenced after the commencement of the **Period of Insurance** and notified to **Us** during the **Period of Insurance** (or any applicable **Runoff Period**).

Shareholder Derivative Action Costs shall not include any remuneration, overheads, benefits, or cost of time, of any **Insured**.

Shareholder Derivative Demand

means a written demand by **Your** security holders upon **Your** board of directors to commence civil proceeding against an **Insured Person** in connection with a **Wrongful Act** received after the commencement of the **Period of Insurance** and notified to **Us** during the **Period of Insurance** (or any applicable **Runoff Period**).

Sub-Limit of Liability

means the limit of cover for each of the matters referred to in this **Policy** as being subject to a **Sub-Limit of Liability** as specified in the **Schedule**. If this **Policy** indicates any **Sub-Limit of Liability** for specific types of cover under this **Policy**, then the applicable **Sub-Limit of Liability** and not the **Limit of Liability** apply only to these matters. These **Sub-Limit of Liability** are included within and not in addition to the **Limit of Liability**.

Subsidiary

means any company or other incorporated entity which, by virtue of Australian law was, or is, either directly or indirectly a subsidiary of any incorporated body identified in the **Schedule**, on or before the commencement of the **Period of Insurance**, or during the **Period of Insurance** for the purpose of Extension, *New Subsidiary*.

Cover only applies in respects of committed or allegedly committed **Wrongful Acts** and other matters occurring while an entity was or is a **Subsidiary**.

US Claim

means a **Claim** maintained or brought in the jurisdiction or under the laws of the United States of America, its territories, or its protectorates.

You / Your

means the **Policyholder** or any **Subsidiary**.

We or Us or Our

means Pacific Indemnity Underwriting Solutions Pty Ltd ACN 606 511 639 on behalf of the **Insurer**.

Wrongful Act

means:

- a) actual or alleged act, error or omission, misstatement, neglect, breach of duty, or breach of warranty of authority by any **Insured Person** in their capacity as such;
- b) solely with respect of Insuring Clause C, *Company Securities* any actual or alleged, act, error or omission, misstatement, neglect, or breach of duty by **You**; or
- c) any **Employment Practice Violation**.