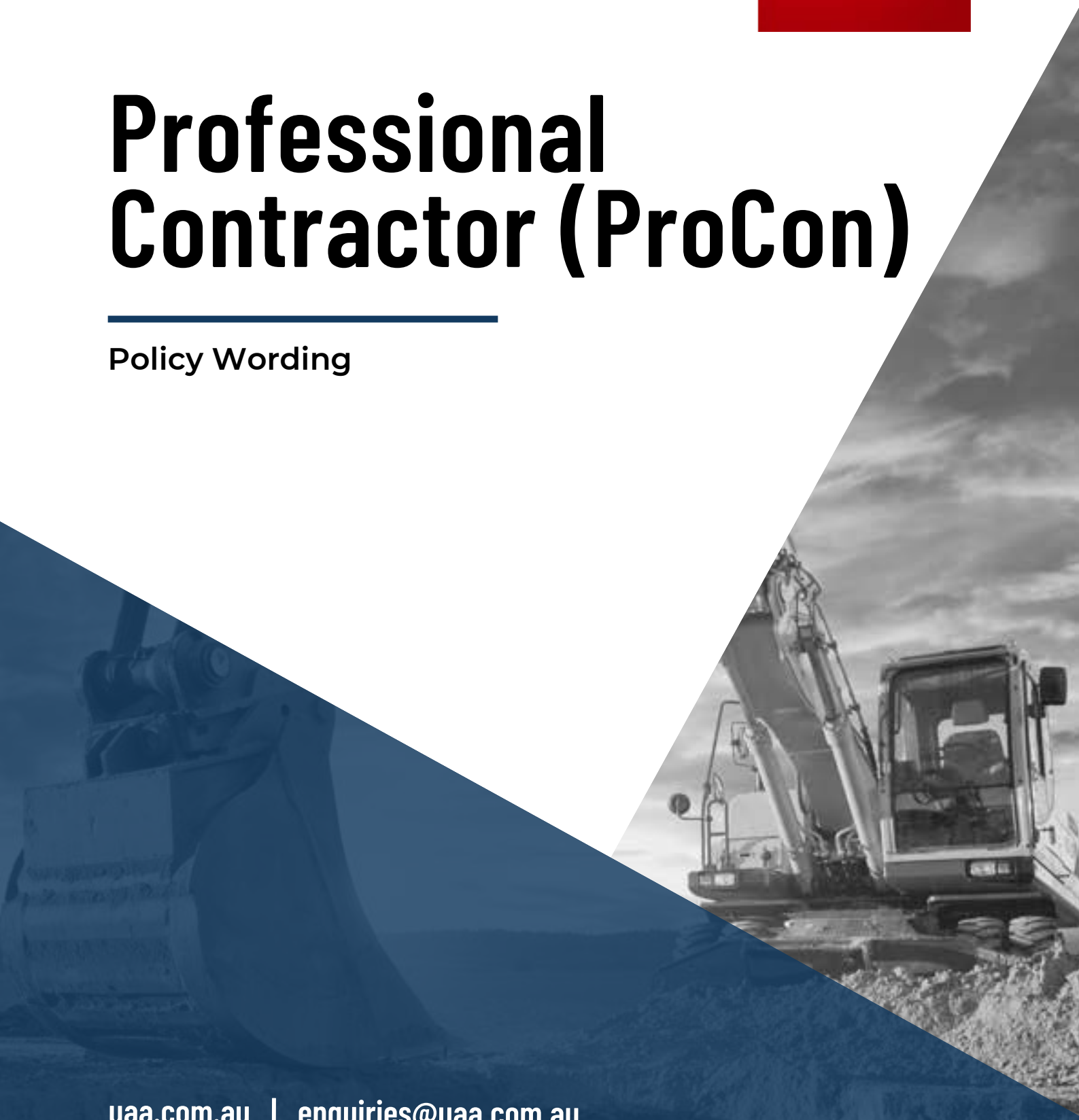
Professional Contractor (ProCon)

Policy Wording



uaa.com.au | enquiries@uaa.com.au

ProCon is underwritten by QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFSL 239545

Underwriting Agencies of Australia Pty Ltd (UAA). ABN 86 003 565 302, AFSL 238517

This is an important document about insurance. It explains what is and what is not covered under the insurance policy and your and our obligations. To check the policy meets your needs, you need to understand it. If you cannot read and understand English please seek assistance from someone who can help you understand it in your preferred language.

此乃关於保险的重要文件，它解释了根据保单条款什麼是受保、什麼是不受保项目，以及你方和我方的责任条款。你必须要了解後才能决定这项保险是否能满足你的需要。如果你不能阅读和理解英文，请向能帮助你用你熟悉的语言理解内容的人求助。

هذه وثيقة هامة عن التأمين، تشرح ما تغطيه بوليصة التأمين وما لا تغطيه بالإضافة إلى التزاماتنا والتزاماتك. يجب عليك فهم محتوى البوليصة حتى تتأكد من أنها تفي باحتياجاتك. إذا لم تكن تجيد قراءة الإنجليزية وفهمها، أطلب المساعدة من شخص يستطيع أن يعينك على فهم هذه الوثيقة باللغة التي تفضلها.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

Đây là một tài liệu quan trọng về bảo hiểm. Nó giải thích những gì được và những gì không được bảo hiểm theo hợp đồng bảo hiểm cũng như những nghĩa vụ của quý vị và của chúng tôi. Để kiểm tra liệu hợp đồng bảo hiểm có đáp ứng được những nhu cầu của quý vị hay không, quý vị cần phải hiểu nó. Nếu quý vị không thể đọc và hiểu tiếng Anh, vui lòng nhờ ai đó có thể giúp giải thích hợp đồng cho quý vị bằng ngôn ngữ quý vị ưa dùng.

Questo è un documento importante sull'assicurazione. Spiega cosa è e cosa non è coperto in base alla polizza assicurativa ed i tuoi ed i nostri obblighi. Per verificare che la polizza soddisfi le tue esigenze, devi capirla. Se non puoi leggere e capire l'inglese, fatti assistere da qualcuno che possa aiutarti a capirla nella tua lingua preferita.

Αυτό είναι ένα σημαντικό έγγραφο σχετικά με την ασφάλιση. Εξηγεί τι είναι και τι δεν καλύπτεται από το ασφαλιστήριο συμβόλαιο και τις δικές σας και τις δικές μας υποχρεώσεις. Για να ελέγξετε αν αυτό ανταποκρίνεται στις ανάγκες σας, πρέπει να το κατανοήσετε. Εάν δεν διαβάζετε ή δεν κατανοείτε την αγγλική γλώσσα, παρακαλείστε να ζητήστε βοήθεια από κάποιον που μπορεί να σας βοηθήσει να το κατανοήσετε στη γλώσσα που προτιμάτε.

यह बीमा के बारे में एक महत्वपूर्ण दस्तावेज़ है। इसमें यह विवरण दिया गया है कि बीमा पॉलिसी में क्या कवर्ड (बीमे द्वारा सुरक्षित) है और क्या कवर्ड (बीमे द्वारा कवर्ड) नहीं है तथा इसमें आपके और हमारे दायित्वों के बारे में भी बताया गया है। यह जांच करने के लिए कि क्या पोलिसी आपकी आवश्यकताओं को पूरा करती है, आपको इसे समझने की आवश्यकता है। यदि आप अंग्रेज़ी पढ़ और समझ नहीं सकते/सकती हैं तो कृपया किसी ऐसे व्यक्ति से सहायता लें जो आपको इसे आपकी पसंदीदा भाषा में समझने में मदद कर सकता हो।

Este es un documento importante sobre seguros. En él se explica lo que cubre y no cubre su póliza de seguro y tanto sus obligaciones como las nuestras. Deberá entenderlo para determinar si la póliza se adapta a sus necesidades. Si no lee ni entiende inglés, solicite la ayuda de alguien que le pueda ayudar a entenderlo en su idioma.

ਇਹ ਬੀਮੇ ਬਾਰੇ ਇੱਕ ਮਹਤਵਪੂਰਨ ਦਸਤਾਵੇਜ਼ ਹੈ। ਇਸ ਵਿੱਚ ਇਹ ਵੇਰਵਾ ਦਿਤਾ ਗਿਆ ਹੈ ਕਿ ਬੀਮਾ ਪਾਲਿਸੀ ਤਹਿਤ ਕੀ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਹੈ ਅਤੇ ਕਿ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਨਹੀਂ ਹੈ ਅਤੇ ਇਸ ਵਿੱਚ ਤੁਹਾਡੀਆਂ ਅਤੇ ਸਾਡੀਆਂ ਜੁੱਮੇਵਾਰੀਆਂ ਬਾਰੇ ਵੀ ਦਸਿਆ ਗਿਆ ਹੈ। ਇਹ ਜਾਂਚ ਕਰਨ ਲਈ ਕਿ ਕੀ ਪਾਲਿਸੀ ਤੁਹਾਡੀਆਂ ਲੋੜਾਂ ਨੂੰ ਪੂਰਾ ਕਰਦੀ ਹੈ, ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਦੀ ਲੋੜ ਹੈ। ਜੇ ਤੁਸੀਂ ਅੰਗਰੇਜ਼ੀ ਪੜ੍ਹ ਤੇ ਸਮਝ ਨਹੀਂ ਸਕਦੇ ਹੋ ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਕਿਸੇ ਅਜਿਹੇ ਵਿਅਕਤੀ ਤੋਂ ਮਦਦ ਲਵੋ ਜੋ ਤੁਹਾਡੀ ਪਸੰਦੀਦਾ ਭਾਸ਼ਾ ਵਿੱਚ ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਵਿੱਚ ਮਦਦ ਦੇ ਸਕੇ।

Contents

Important notices – applicable to all Sections **4**
About QBE 4
Duty of Disclosure – What you must tell Us 4
Privacy - UAA 4
Privacy-QBE 4
General Insurance Code of Practice 4
Family and Domestic Violence Customer Support 4
Financial Hardship 5
Complaints 5
The Insurer's agreement with You **6**
The Policy 6
Other Party's Interests 6
Paying Your Premium 6
Preventing the Insurer's right of Recovery 6
How Goods and Services Tax affects any payments the Insurer may make 6
Claims Made and Notified Basis 6
General Definitions – which apply to all Sections of this Policy 7
General Exclusions –which apply to all Sections of this Policy 9
Additional Benefits - which apply to Sections 2, 3, 4 and 5 of this Policy 10
General Conditions – which apply to all Sections in this Policy 11
General Claims Conditions – which apply to all Sections in this Policy 13
Policy Section 1 - Broadform Liability **15**
Definitions for this Policy Section only 15
Insuring Clauses 16
Additional Benefits for this Policy Section only 16
Exclusion for this Policy Section Only 17
Conditions which apply to this Policy Section only 19
Policy Section 2 – Professional Civil Liability **20**
Definitions for this Policy Section only 20
Insuring Clauses 21
Additional Benefits for this Policy Section only 22
Exclusions for this Policy Section only 22
Policy Section 3 – Directors' and Officers' Liability **24**
Definitions for this Policy Section only 24
Insuring Clauses 24
Additional Benefits for this Policy Section only 25
Exclusions for this Policy Section only 25
Policy Section 4 – Statutory Liability **27**
Definitions for this Policy Section only 27
Insuring Clauses 28
Exclusions for this Policy Section only 28
Policy Section 5 – Employment Practices Liability **30**
Definitions for this Policy Section only 30
Insuring Clauses 30
Additional Benefits for this Policy Section only 30
Exclusions for this Policy Section only 31

Date of preparation: 3 November 2023
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QM2326-1123

Important notices – applicable to all Sections

Preamble

In consideration of payment of the Premium, the Insurer will provide indemnity in accordance with, and subject to, the terms and conditions of this Policy.

Insurer

The Policy is underwritten by QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFSL 239545.

About QBE

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 (QBE) is a member of the QBE Insurance Group of companies. QBE Insurance Group Limited ABN 28 008 485 014 is the ultimate parent entity and is listed on the Australian Securities Exchange (ASX: QBE). We have been helping Australians protect the things that are important to them since 1886.

QBE in the community

Premiums4Good™

We are committed to giving back to the communities that we operate in. Through Premiums4Good, we invest a portion of customer premiums into investments that have additional social or environmental features. So, when you choose us as your insurer, your premium automatically does some good.

Duty of Disclosure – What you must tell Us

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Privacy - UAA

UAA and the Insurer are committed to protecting the privacy of personal information in accordance with the Privacy Act. UAA's privacy principles set out at www.uaa.com.au explains what personal information is collected, why it is collected, how it will be used and to whom it can be disclosed.

See full UAA Privacy Statement at https://uaa.com.au/privacy-policy/

Privacy-QBE

We take the security of your personal information seriously.

We will collect personal information directly from you when you deal with us, or sometimes through our agents, other companies in the QBE group or suppliers acting on our behalf. We will only ever collect the personal information we need in order to provide our services to you, such as issuing and administering our products and services and processing claims. We will obtain consent before collecting sensitive information, such as health information, unless we are required or permitted by law to collect it without consent. Sometimes we may store and disclose your personal information overseas. When we do this, we ensure your information is retained in accordance with the Australian *Privacy Act 1988* and local privacy laws.

Our Privacy Policy describes in more detail from whom we collect personal information, as well as where we store it and the ways we could use it. You can find it at qbe.com/au/about/governance/privacy-policy

If you would like to access or correct your personal information please contact us at customercare@qbe.com or on 1300 650 503.

General Insurance Code of Practice

QBE is a signatory to the General Insurance Code of Practice (Code) and is committed to providing high standards of service. The Code covers topics like buying insurance, how claims are handled, what happens if financial hardship occurs, and complaint handling. You can read the Code at codeofpractice.com.au

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code. For more information about the Code Governance Committee please visit insurancecode.org.au

We recognise that family and domestic violence is a complex issue and we take it seriously. For more information about support, our Family and Domestic Violence Customer Support Policy is available at qbe.com/au

Family and Domestic Violence Customer Support

Family and domestic violence is a complex issue that UAA takes seriously.

UAA's family and domestic violence customer support policy is available on our website (https://uaa.com.au/) at: https://uaa.com.au/wp-content/uploads/2020/07/UAA-Family-and-Domestic-Violence-Policy.pdf

Financial Hardship

We will review any financial hardship application in accordance with Section 8 of the General Insurance Code of Practice and any applicable guidelines.

Complaints

We're here to help. If You're unhappy with any of our products or services, or the service or conduct of any of Our suppliers, please let us know and we'll do our best to put things right.

Step 1 – Talk to us

Your first step is to get in touch with the team looking after Your Policy, direct debit, or claim. You'll find their contact details on Your Policy documents, letters, or emails from Us.

Please provide Our team with as much information as possible so they can try to fix the problem quickly and fairly.

For additional assistance in lodging a complaint, please refer to qbe.com/au

Step 2 – Customer Relations

If Your complaint isn't resolved by the team looking after your Policy, direct debit, or Claim, You can ask them to refer Your complaint on to Our Customer Relations team. A Dispute Resolution Specialist will review your complaint independently and provide You with our final decision.

You can also contact the Customer Relations team directly:

Phone:	1300 650 503
Fax:	(02) 8227 8594
Email:	complaints@qbe.com
Post:	GPO Box 219, Parramatta NSW 2124

Step 3 – Still not resolved?

If We're unable to resolve Your complaint to Your satisfaction within a reasonable time, or You're not happy with Our final decision, You can refer Your complaint for external dispute resolution by contacting the Australian Financial Complaints Authority (AFCA). We are a member of AFCA and their decisions are binding on Us.

Phone:	1800 931 678
Email:	info@afca.org.au
Post:	GPO Box 3, Melbourne VIC 3001

AFCA will inform You if Your complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA. For more information, visit afca.org.au

More information

You can find more information about how We deal with complaints on Our website at qbe.com/au or You can call Us On 133 723 to speak with Us or request a copy of Our complaints brochure at no charge by Us.

Complaints just about privacy

If You're not happy with how We've handled Your personal information, call us on 1300 650 503 or email Us at customercare@qbe.com. If You're not satisfied with Our response, You can contact the Office of the Australian Information Commissioner (OAIC):

Phone:	1300 363 992
Email:	enquiries@oaic.gov.au
Post:	GPO Box 5218, Sydney NSW 2001

The Insurer's agreement with You

The Policy

This Policy consists of five separate and optional Policy Sections, Policy Terms and Conditions as well as the Schedule UAA provides to You.

Please read the Policy and the individual Policy Sections You have opted to take carefully, and satisfy yourself that it provides the cover You require.

If You want more information about any part of Your Policy, please contact Your local UAA Branch or Your financial services provider.

The address and telephone number of Your UAA Branch are on Your Schedule.

You should keep this Policy booklet and Schedule together in a safe and convenient place for future reference.

Other Party's Interests

The Named Insured must advise UAA of the interests of all parties (e.g. financiers, owners, lessors) who will be covered by this insurance. We will protect their interests only if The Named Insured has told Us about them and We have noted them on the Policy Schedule.

Paying Your Premium

The Named Insured must pay the Premium by the due date. If We do not receive Your Premium by this date or the payment is dishonoured this Policy will not operate and there will be no cover.

Preventing the Insurer's right of Recovery

If You have agreed not to seek compensation from another person who is liable to compensate the Insured for any loss, damage or liability which is covered by this Policy, We will not cover You under this Policy for that loss, damage or liability.

How Goods and Services Tax affects any payments the Insurer may make

We will reduce the GST amount We pay for by the amount of any input tax credits to which You are or would be entitled if You made a relevant acquisition. In these circumstances, the Input Tax Credit may be claimable through Your Business Activity Statement (BAS).

You must advise UAA of Your correct Australian Business Number and Taxable Percentage.

Claims Made and Notified Basis

Sections 2, 3, 4 and 5 of this Policy operate on a 'claims made and notified' basis. This means that the Policy covers You for Claims made against You and notified to Us during the Period of Insurance.

Coverage is not provided in relation to:

(a) acts, errors or omissions actually or allegedly committed prior to the Retroactive Date of the Policy;

(b) Claims made after the expiry of the Period of Insurance even though the event giving rise to the Claim may have occurred during the Period of Insurance;

(c) Claims notified or arising out of facts or circumstances notified (or which ought reasonably to have been notified) under any previous Policy;

(d) Claims made, threatened or intimidated against the Insured prior to the commencement of the Period of Insurance;

(e) facts or circumstances of which You first became aware prior to the Period of Insurance, and which You knew or ought reasonably to have known had the potential to give rise to a Claim under this Policy; and

(f) Claims arising out of circumstances noted on the Insurance Proposal for the current Period of Insurance or on any previous Insurance Proposal.

Where You give notice in writing to Us of any facts that might give rise to a Claim against You as soon as reasonably practicable after You become aware of those facts but before the expiry of the Period of Insurance, You may have rights under Section 40(3) of the Insurance Contracts Act 1984 to be indemnified in respect of any Claim subsequently made against You arising from those facts notwithstanding that the Claim is made after the expiry of the Period of Insurance. Any such rights arise under legislation only. The terms of the Policy and the effect of the Policy is that You are not covered for Claims made against You after the expiry of the Period of Insurance.

General Definitions – which apply to all Sections of this Policy

The following General Definitions apply to all Sections within this Policy, and should be consulted in conjunction with the Special Definitions contained within each individual Policy Section.

Word or term	Meaning
Act of terrorism	An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.
Aircraft	Any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space.
Corporations Act	*Corporations Act 2001* (Cth) as may be amended from time to time.
Deductible	The amount shown as the Deductible in the Schedule and borne by the Insured for each and every claim.
Director	A natural person who is or was validly appointed to the position of a Director or alternative Director (as defined in the Corporations Act) of the Named Insured and is acting in that capacity, regardless of the name that is given to the position. It does not mean an agent, receiver or an external auditor.
Employee	A person who, during the Period of Insurance and in the ordinary course of the Insured's Business is: (a) employed by the Named Insured under a contract of service; (b) apprenticed to the Named Insured; (c) deemed to be an Employee or worker of the Named Insured under workers' compensation legislation; or (d) a current or prior principal, partner, Director or Officer of the Named Insured, in respect of Employee duties performed while a principal, Director or Officer of the Named Insured. For the purposes of Policy Section 1 - Broadform Liability of the Policy, the definition of 'Employee' shall also include: (e) Labour hire personnel engaged by the Named Insured. For the purposes of Policy Section 4 – Statutory Liability, the definition of 'Employee' shall not include: (f) any person engaged by the Insured under a labour-hire agreement with another person or corporation; and/or (g) any independent contractor or any employee of any independent contractor.
GST	Has the same meaning as given to that expression in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
Input Tax Credit	Has the same meaning as given to that expression in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
Insurance Proposal	The written Insurance Proposal made by the Insured to UAA containing particulars and statements, together with other information provided by the Insured.
Insured's Business	As specified in the Schedule and which is conducted by the Named Insured.
Insurer	QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFSL No. 239545
Named Insured	The person(s), partnership, company, corporation or other entity named on the current Policy Schedule as the Insured including a Subsidiary company of the Named Insured if incorporated within Australia.
Officer	A natural person: (a) who is or was employed under contract of service with the Named Insured during or prior to commencement of the Period of Insurance including but not limited to a company secretary who was, or is, pursuant to the contract of service, subject to the direct control and supervision of the Named Insured; (b) who makes, or participates in making, decisions that affect the whole, or a substantial part, of the business of the Named Insured; (c) who has the capacity to affect significantly the Named Insured's financial standing; or (d) in accordance with whose instructions or wishes the Directors of the Named Insured are accustomed to act, excluding advice given by the person in the proper performance of functions attaching to the person's professional capacity or their business relationship with the Directors' of the Named Insured. It does not mean an agent, sub-contractor, receiver or an external auditor.
Period of Insurance	The period stated in the Schedule.

Word or term	Meaning
Policy	(a) This document; (b) the Schedule; (c) the endorsements; and (d) the Important Notices in the Insurance Proposal.
Pollutants	(a) Any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals; (b) any waste materials including materials recycled, reconditioned or reclaimed; or (c) any other air emission, odour, waste water, oil, oil products, infectious or medical waste or any noise emission.
Premium	Premium specified in the Schedule or in any endorsement.
Retroactive Date	The date stated in the Schedule.
Schedule	The Schedule or Schedule's to this Policy.
Subsequent Legislation	(a) An act or regulation as amended, replaced or re-enacted; or (b) where an act or regulation has been repealed, the current equivalent act or regulation (Commonwealth, State or Territory) with materially the same object or purpose whether in whole or in part.
Subsidiary	(a) Any entity which by virtue of any applicable legislation or law is deemed to be a subsidiary of the Named Insured specified in the Schedule; or (b) any entity over which a Named Insured is in a position to exercise effective direction or control.
UAA	The Insurer's agent: Underwriting Agencies of Australia Pty Limited ABN 86 003 565 302, AFS Licence No. 238517.
Watercraft	Any vessel, craft or thing made or intended to float on or in or travel on or through or under water.
We, Our, Us	Underwriting Agencies of Australia Pty Limited, ABN 86 003 565 302 and QBE Insurance (Australia) Limited, ABN 78 003 191 035.

Word or term	Meaning
You, Your, Insured	The person(s), partnership, company, corporation or other entity named on the current Policy Schedule as the Insured. Each of the following is an Insured to the extent specified below: (a) the Named Insured; (b) any Employee whilst acting in the performance of their employment to the Named Insured; (c) any person who is during the Period of Insurance, a principal, partner, Director or Officer of the Named Insured but only in respect of work performed while a principal, partner, Director or Officer of the Named Insured; and (d) any former principal, partner, Director, Officer or Employee of the Named Insured, but only in respect of work performed while a principal, Word or term Meaning partner, Director, Officer or Employee of the Named Insured. For the purposes of Policy Section 1 – Broadform Liability of the Policy, the definition of 'You, Your, Insured' shall also include: (e) an office-bearer or member of any: (i) canteen or social, sporting, welfare or childcare organisation; or (ii) first aid, fire or ambulance service, formed by the Insured or with the Insured's consent, but only when that Legal Liability arises from their acting within the scope of duties for the Named Insured, organisation or service; and (f) the principal in any contract with the Named Insured but only against the principal's vicarious Legal Liability for Bodily Injury or Property Damage caused by or arising from the Named Insured performing work for the principal under the contract with the principal in the course of the Insured's Business. For the purposes of Policy Section 2 – Professional Civil Liability of the Policy, the definition of 'You, Your, Insured' shall also include: (g) consultants, sub-contractors or agents who perform more than 90% of their services for and/or on behalf of the Named Insured; and (h) the estate, heirs, legal representatives or assigns of any Insured in the event of death, bankruptcy or legal incapacity of such Insured, subject at all times to the terms and conditions of this Policy.

General Exclusions –which apply to all Sections of this Policy

The following General Exclusions apply to all Sections within this Policy and should be consulted in conjunction with any further specific Policy Exclusions contained within each individual Policy Section.

We shall not be liable under this Policy to provide indemnity or make any payment arising directly or indirectly based upon, attributable to, or in consequence of:

Aircraft Products

any product that is, or that an Insured could reasonably be expected to know is, installed in or used in an Aircraft.

Aircraft, hovercraft and Watercraft

the ownership, maintenance, operation or use of:

(a) Aircraft;

(b) hovercraft; and

(c) Watercraft greater than 10 metres in length unless:

(i) the Watercraft is being operated by an independent contractor; or

(ii) the Watercraft is not owned by an Insured but is being used for entertainment for the purposes of the Business.

Asbestos

contributed to or aggravated by asbestos in whatever form or quantity.

Jurisdictional Limits

(a) a Claim brought in a court of law within the Territorial limits of the United States of America or Canada or their Territories or protectorates;

(b) the enforcement of any judgment, order or award obtained within, or determined pursuant to, the laws of the United States of America or Canada or their Territories or protectorates; or

(c) an official investigation, examination or inquiry within the Territorial limits of the United States of America or Canada or their Territories or protectorates.

Laws impacting cover

any Claim or provide any benefit under this policy, to the extent that it is unlawful for Us to do so.

Nuclear

(a) ionising radiation;

(b) contamination by radioactivity from any nuclear fuel; or

(c) from any nuclear waste from the combustion of any nuclear fuel.

Pollution

(a) the actual, alleged or threatened discharge, release, escape, containment or disposal of Pollutants into or upon land, the atmosphere, or any watercourse or body of water; or

(b) any enforcement action or proceeding in connection with the containment, clean up, removal, or treatment of such Pollutants.

Provided always that this exclusion shall not apply to the extent that cover for pollution is provided for under each individual Policy section.

Terrorism

any actual or alleged Act of terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any actual or alleged Act of terrorism. This Exclusion operates in connection with any Act of terrorism regardless of any other cause or event and regardless of the sequence of the Act of terrorism and the other cause or event.

War

War, invasion, acts of foreign enemies, hostilities, whether war has been declared or not, civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition of or damage to property by or under the order of any government or public local authority.

Sanctions

any Claim or provide any benefit under this policy, to the extent that to do so may expose Us to any sanction, prohibition or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country.

Additional Benefits - which apply to Sections 2, 3, 4 and 5 of this Policy

The following Additional Benefits apply to Sections 2, 3, 4 and 5 within this Policy and should be consulted in conjunction with any further Additional Benefits contained within each individual Policy Section.

These Additional Benefits are subject to the terms and conditions of this Policy. The total of all payments made under these Additional Benefits will be part of and not in addition to the Limit of Indemnity.

Advance Payment of Defence Costs

We agree to advance Defence Costs within a reasonable time frame following the receipt of invoices specifying such Defence Costs and prior to determining Your entitlement to indemnity under the Policy.

Provided always that:

(a) the advance of Defence Costs does not constitute an acceptance of indemnity under the Policy for such Claim; and

(b) in the event that the Claim is withdrawn or that indemnity under this Policy is subsequently withdrawn or denied, We will cease to advance Defence Costs and You will refund any Defence Costs advanced by Us to the extent that it is established that You were not entitled to such Defence Costs.

Continuous Cover

We agree to provide indemnity to You in respect of any Claim notified to Us during the Period of Insurance where that Claim arose from circumstances which You knew or ought reasonably to have known to have been circumstances which may have given rise to a Claim prior to commencement of the Period of Insurance.

Provided always that:

(a) You have not committed or attempted to commit any fraudulent non-disclosure or fraudulent misrepresentation;

(b) We were Your previous Insurer under this Policy for a continuous (and uninterrupted) period from the You first became aware of the circumstances which may have given rise to such a Claim, up to and including when the Claim was first made against You and notified to Us;

(c) indemnity will be considered under the terms and conditions of this Policy (including Limits of Indemnity and Deductibles) in force when You first became aware of such facts; and

(d) We reserve the right to reduce Our liability to the extent of any prejudice suffered as a result of Your failure to notify such facts giving rise to a Claim prior to the commencement date of the Period of Insurance.

Created or Acquired Companies or Subsidiaries

Provided that notice has been given to Us as soon as practicable, it is understood and agreed that the definition of Named Insured is extended to include any Subsidiary company acquired or created subsequent to the commencement of the Period of Insurance but the indemnity granted by virtue of this Additional Benefit shall only apply in respect of any act, error, omission, Wrongful Act or Wrongful Breach committed or alleged to have been committed by You in respect of such Subsidiary company subsequent to such acquisition or creation.

Provided always that We shall be entitled to such additional information as We may reasonably require in respect of such acquired or created Subsidiary company and shall have the right to charge an additional premium.

Public Relations Expenses

We shall pay, on behalf of You, Public Relations Expenses in respect of any Claim made against You.

Provided always that:

(a) such Claim is notified to Us during the Period of Insurance; and

(b) such costs, charges, fees and expenses are agreed to by Us in writing.

Our aggregate liability in respect of all Claims under this Public Relations Expenses Additional Benefit shall not exceed $25,000 subject to the Limit of Indemnity not otherwise being exhausted during the Period of Insurance.

For the purposes of this Additional Benefit, Public Relations Expenses shall mean the reasonable costs, charges, fees and expenses of a public relations firm or consultant engaged to prevent or limit adverse effects or negative publicity resulting from a Claim covered under this Policy.

Subsidiary Run-off Cover

We agree that in the event that an entity ceases to be a Subsidiary prior to or during the Period of Insurance, cover with respect to the Insured of such Subsidiary shall continue until the expiry date of the Period of Insurance.

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

General Conditions – which apply to all Sections in this Policy

The following General Conditions are applicable to all Sections within this Policy.

Adjustment of Premium

Where the first Premium or any renewal Premium for this Policy has wholly or partly been calculated on estimates You must, within 30 days after the expiry of each Period of Insurance, provide to Us such matters, particulars and information relevant to the Policy as We may reasonably require. The Premium for the Period of Insurance will then be adjusted and any difference paid by or allowed to You, as the case may be, provided that the adjusted Premium will not be less than any minimum premium specified in the Policy Schedule.

You must keep a record of all matters, particulars and information requested by Us and must on reasonable notice allow Us or its nominee to inspect and make copies of those records.

Alteration of Risk

You shall give to Us written notice as soon as practicable of any material alteration during the Period of Insurance to the risk as disclosed to the Insurer at the commencement or renewal of this Policy or in the Insurance Proposal including but not limited to:

(a) an Insured going into voluntary bankruptcy, receivership, liquidation or any other form of external administration or an Insured failing to pay debts or breaching any other obligation giving rise to the appointment of a receiver or bankruptcy or winding-up proceedings; and

(b) any material change in the nature of Your Business or services offered You.

Where such notice is given and/or where there is any material alteration to the risk We shall be entitled to cancel this Policy in accordance with the Insurance Contracts Act 1984.

Assignment of Interest

No change in, or modification of, or assignment of interest under this Policy shall be effective except when made by endorsement.

Authorisation

The Named Insured described in the Schedule agrees to act on behalf of all the Insureds under this Policy and each Insured agrees that such Named Insured is authorised to act on their behalf with respect to the giving and receiving of notice of any Claim, the receiving and giving of notice of cancellation or expiry of this Policy, the payment of Premium and the return of any part of the Premium that may become due under this Policy, the negotiation, agreement to and acceptance of endorsements, and the giving and receiving of any other notice provided for in this Policy.

Cancellation

You may cancel this Policy at any time by notifying Us in writing, and We will allow a pro-rata refund of Premium for the unexpired Period of Insurance, unless a Claim or circumstance has been notified to Us during the Period of Insurance in which case no Premium will be refunded.

We may cancel this Policy in accordance with the relevant provisions of the *Insurance Contracts Act 1984* (Cth), and We will provide a pro-rata refund of Premium for the unexpired Period of Insurance unless a Claim or circumstance has been notified to Us during the Period of Insurance in which case no Premium will be refunded

Confidentiality

It shall be a condition of this Policy that (except to the extent that You are compelled by law to do so) You not release to any third party, or otherwise publish, details of the nature of the liabilities insured by this Policy, the extent of cover provided by this Policy, or the amount of the Premium specified in the Schedule, without Our written consent, which shall not be unreasonably withheld.

Deductible

You shall bear the amount of the Deductible stated in the Schedule in respect of each and every Claim made against You. Any costs incurred by Us to determine whether We have a liability to indemnify the Insured under this Policy shall not be subject to the Deductible but shall be borne by the Insurer.

GST

Where under this Policy We are obliged to indemnify You against any Claim or Claims or Defence Costs for which You are entitled to an Input Tax Credit for the GST, the amount of any such Input Tax Credit will be deducted from the amount payable by Us.

Interested Parties

This Policy only provides indemnity to those persons or entities noted as a Named Insured in the Schedule or otherwise included under the terms and conditions of this Policy. No interest in this Policy may be changed, modified, assigned or transferred to any other party without Our prior written consent (which shall not be unreasonably withheld).

Limit of Indemnity

For Sections 2, 3, 4 and 5, Our total liability under this Policy shall not exceed the Limit of Indemnity in the aggregate specified in the Policy Schedule, irrespective of whether payment is sought under one or more Sections and/or for one or more matters under this Policy.

Once the Limit of Indemnity under the Policy is exhausted, the Insurer shall not be liable to make any further payments under any of the Sections and/or for one or more matters for the remainder of the Period of Insurance.

Where an Insuring Clause or Section Extension is subject to a sub-limit, that sub-limit is part of and not in addition to the Limit of Indemnity.

Defence Costs are part of, and not in addition to, the Limit of Indemnity or any sub-limit, and payment by Us of Defence Costs reduces such Limit of Indemnity or sub-limit by the amount of any such payment.

Merger, Acquisition or Receivership

If the Named Insured, during the Period of Insurance, is the subject of a Merger or Acquisition or has a receiver appointed then the indemnity provided by this Policy shall only apply in respect of an act, error, omission, Wrongful Act or Wrongful Breach occurring prior to such a Merger, Acquisition or receivership, unless otherwise agreed in writing by Us.

Notices Under Acts

You shall comply with any lawful notice or direction received from, or any enforcement action taken by, any Regulatory Authority under any Act within the time specified or if no time is specified, within a reasonable time.

Policy Construction and Interpretation

The construction, interpretation and meaning of the provisions of this Policy shall be determined in accordance with the law of the State, Territory or Country in which this Policy is issued, being the Place of Issue specified in the Schedule, and any disputes relating thereto shall be submitted to the exclusive jurisdiction of the courts of such State, Territory or Country. If no Place of Issue is shown in the Schedule it is agreed that the Place of Issue is Sydney, New South Wales, Australia.

Any marginal notes and titles of paragraphs in this Policy are included for descriptive purposes only and do not form part of this Policy for the purposes of its construction or interpretation. Capitalised words have special meaning and are defined in this Policy. Words that are not specifically defined in this Policy have the meaning normally attributed to them.

Under this Policy, the masculine includes the feminine and the singular includes plural and vice versa and reference to a person includes a body corporate, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership or trust.

Other Insurances

If at the time any Claim arises under this Policy there is any other insurance in force covering the same liability, in part or in full, You shall notify Us as soon as reasonably practicable and provide details of such other insurance, including the identity of the insurer and the Policy number, and such further information as We may reasonably require.

Reasonable Care

You shall take reasonable care at all times:

(a) to only employ competent Officers, Employees, agents and contractors;

(b) to comply and ensure that Your Officers, Employees, agents and contractors comply with the provisions of any Act; and

(c) to maintain all premises, fittings and plant in a safe and good working condition.

References to Legislation

Legislation referenced in this Policy includes Subsequent Legislation. Any term used in this Policy and defined by reference to legislation will have the meaning given in any replacement definition or definition with materially the same object or purpose in subsequent legislation.

Severability

We agree that where the Policy covers more than one party, any conduct on the part of any party or parties who make up the Named Insured whereby such party:

(a) fails to comply with the Duty of Disclosure in terms of the Insurance Contracts Act 1984; or

(b) makes a misrepresentation to Us before this contract of insurance was entered into; or

(c) breaches a term or condition of the Policy,

all of the knowledge possessed by that party shall not be imputed to any other party and shall not prejudice the right of the remaining parties to indemnity as may otherwise be provided by the Policy.

Provided always that:

(i) such other party shall be entirely innocent of and have no prior knowledge of any such conduct; and

(ii) such other party shall as soon as is reasonably practicable upon becoming aware of any such conduct, advise Us in writing of all known facts in relation to such conduct.

General Claims Conditions – which apply to all Sections in this Policy

The following General Claims Conditions are applicable to all Sections within this Policy.

Allocation

If a Claim against You includes both insured and uninsured matters or such Claim is made and others are a party to the proceedings or demand to which the Claim relates then We will use reasonable efforts to agree upon a fair and proper allocation of such amount between insured and uninsured Losses.

We will advance Defence Costs which We believe to be covered under this Policy based upon the above noted allocation until a different allocation is negotiated, arbitrated or judicially determined. Any negotiated, arbitrated or judicially determined allocation of Defence Costs on account of a Claim will be applied retrospectively to all Defence Costs on account of such Claim.

Claims Mitigation and Co-operation

If You, either prior to or during the Period of Insurance become aware of a situation which could, if not rectified, lead to a Claim or increase the quantum of a Claim, You shall use due diligence and do all things reasonably practicable to avoid or diminish any liability under this Policy.

You shall frankly and honestly disclose to Us all relevant information and, in addition, shall provide assistance to Us, as We may reasonably require to enable Us to investigate and to defend any Claim under this Policy and/or to enable Us to determine Our liability under this Policy.

Other than costs and expenses incurred by Us to enable Us to determine Our liability under this Policy, compliance with this condition shall be at Your own cost, unless otherwise agreed in writing by Us.

Defence and Settlement

(a) You agree not to settle any Claim, incur any Defence Costs or Official Investigation Costs, make any admission, offer or payment or otherwise assume any contractual obligation with respect to any Claim or official investigation without Our written consent, such consent not to be unreasonably withheld;

(b) We may conduct, in Your name, the defence or settlement of any Claim or representation at any official investigation;

(c) We may, if We believe that any Claim will not exceed the Deductible, instruct You to conduct the defence of the Claim. In such a situation, We will reimburse You for Defence Costs in the defence of the Claim in the event that any payment made to dispose of the Claim exceeds the Deductible;

(d) if We retain lawyers to conduct, in Your name, the investigation, defence or settlement of any Claim or the representation of You at an official investigation, those lawyers will act on behalf of Us solely in relation to any issue regarding Your entitlement to indemnity from Us and they will not act on behalf of You in respect of any such issue. Any information that is received by such lawyers retained by Us can be provided to Us and relied upon by Us in relation to any issue that may arise regarding Our liability to indemnify You. In relation to any such information, You waive against Us any claim or right that You may have for client or legal professional privilege as between Us and the lawyers retained by Us;

(e) the lawyers so retained by Us may provide advice to Us on any issue regarding Our liability to indemnify You and, whilst doing so, may continue to act on behalf of both Us and You in connection with the Claim or official investigation;

(f) You agree that all communications between Us and lawyers so retained by Us which relate to Your entitlement to indemnity from Us are privileged as between Us and the lawyers and You agree that You are not entitled, under any circumstances, to access or obtain any such communication; and

(g) if any actual or apparent conflict arises between the interests of Us and Your interests, the lawyers retained by Us to conduct the investigation, defence or settlement of any Claim or represent You at any official investigation may cease acting on Your behalf and may continue to act on Our behalf in relation to any dispute between Us and You with respect to Your entitlement to indemnity from Us. Where the lawyers cease to act for You due to an actual or apparent conflict on a Claim or official investigation covered under the Policy, We will provide reasonable assistance to You to find alternative lawyers.

Reporting and Notice

You shall give to Us written notice as soon as reasonably practicable of any Claim made against You.

Provided always that such written notice is given to Us during the Period of Insurance. Notice of any Claim shall be given in writing to Us, and delivered to:

Financial Lines Claims Department
QBE Insurance (Australia) Ltd
GPO Box 219 Parramatta NSW 2124

Or by email to piclaims@qbe.com

Right to Contest

In the event that We recommend a settlement in respect of any Claim and You do not agree that such Claim should be settled, then You may elect to contest such Claim.

Provided always that Our liability in connection with such Claim shall not exceed the amount for which the Claim could have been so settled plus the Defence Costs incurred with Our written consent up to the date of such election.

Senior Counsel Clause

In the event of a dispute between You and Us as to whether a Claim should be settled or defended or whether an official investigation should be defended, We shall within 30 days of receipt of notice of such a dispute refer the matter to a Senior Counsel (to be mutually agreed upon by You and Us) who shall determine whether the Claim should be contested or the official investigation should be defended.

We shall not require You to contest any Claim unless a Senior Counsel, to be mutually agreed upon by You and Us, shall advise that such Claim should be contested.

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

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

For the purposes of this general claims condition, Senior Counsel shall mean a Barrister in active practice who is entitled to use the post-nominal's KC, QC or SC in any one or more superior Court in the Commonwealth of Australia or in New Zealand.

Subrogation

In respect of any Loss indemnified by this Policy, and without limiting Our rights at law, We shall be subrogated to all Your rights of recovery, and You shall at Your own cost co-operate and provide assistance, execute all papers reasonably required and shall do everything reasonably necessary to secure and preserve such rights, including the execution of documents necessary to enable Us to effectively bring suit in Your name.

You shall not, without first obtaining the written consent of the Insurer (which shall not be unreasonably withheld), do anything or fail to do anything which excludes, limits or prejudices Our rights of subrogation or recovery.

Policy Section 1 - Broadform Liability

Definitions for this Policy Section only

In addition to the General Definitions which apply to all Sections in this Policy, some key words and terms have a special meaning to this Policy Section only:

Word or term	Meaning
Advertising Injury	(a) Defamation; (b) infringement of copyright, title or slogan; (c) infringement of trade mark or service mark; (d) unfair competition or misappropriation of advertising ideas or style of doing business; (e) invasion of privacy, in any public advertisement or arising out of advertising activities by or for the Named Insured or in the course of the Insured Business.
Bodily Injury	(a) Physical injury, death, sickness, disease, illness, physical disablement, shock, fright, mental anguish or mental injury; (b) false arrest, false imprisonment, wrongful detention or malicious prosecution; (c) wrongful entry or wrongful eviction; (d) publication or utterance of a libel, slander or other defamatory or disparaging material; or (e) assault or battery not committed by or at the direction of the Insured, except if reasonably committed for the purpose of preventing or eliminating danger to persons or property, in each case both unintended and unforeseen by the Insured.
Defence Costs	The reasonable and properly incurred legal costs and expenses of defending a claim against the Insured for Legal Liability.
Internet Operations	(a) Use of electronic mail or messaging systems by the Named Insured or an Employee, including part-time and temporary staff and others within an Insured's Business or others communicating with an Insured's Business by electronic mail or messaging; (b) access through the Named Insured's network to the world wide web or a public internet site by the Named Insured or an Employee, including part-time and temporary staff, contractors and others within the Insured's Business; (c) access to the Named Insured's intranet (internal company information and computing resources) which is made available through the world wide web for the Named Insured's customers or others outside the Insured's Business; and (d) operation and maintenance of the Named Insured's web site.
Legal Liability	The Insured's liability at law to pay compensation and legal costs to a person or Company other than an Insured.
Limit of Indemnity	(a) The total limit of the Insurer's liability under this Policy Section stated in the Schedule; and (b) for an Additional Benefit, the amount for the Additional Benefit stated in the Schedule or in the Additional Benefit itself.
Motor Vehicle	(a) A Motor Vehicle intended to be propelled on wheels or self-laid tracks by means other than human or animal power; and (b) a trailer or vehicle being towed or becoming detached while being towed by a Motor Vehicle, but excludes rail and tram rolling stock.
North America	(a) The United States of America or Canada; and (b) any State or Territory incorporated in or administered by or from the United States of America or Canada.
Occurrence	(a) A single event; (b) a series of events attributable to the same single source or cause; or (c) continual or repeated exposure to substantially the same general conditions.
Products	(a) Tangible goods sold, handled, distributed, supplied, grown, extracted, produced, made, manufactured, processed, treated, altered, serviced, repaired, installed, assembled, erected or constructed by the Insured in the course of the Business; and (b) containers and packaging of such tangible goods (other than a vehicle or a machine), after they have left the possession and control of an Insured.
Product Defect	A defect in or harmful quality of a Product caused by an error or omission unintended by and not known to the Insured, including an error in or omission of advice concerning the use or storage of the Product.

Word or term	Meaning
Property Damage	(a) Physical damage, loss or destruction of tangible property, including resultant loss of use of that property; or (b) loss of use of tangible property that has not been physically damaged, lost or destroyed, both unintended and unforeseen by the Insured.
Territorial Limits	Anywhere in the world subject to Policy Exclusions 'Territorial Limits' and 'Exports to North America' contained within this Policy Section.
Tool of Trade	means, in relation to the use or operation of a Motor Vehicle, any function for which it is designed other than primarily as a Road Vehicle in road transport. Such Tool of Trade functions include but are not limited to: 1. lifting, lowering, loading, unloading, carrying other than road transport, grading, levelling, scraping, digging, shovelling, bulldozing, pumping, spraying, discharging, tipping, crushing, chipping, mulching and mixing other than mixing during road transport. 2. the loading or unloading of the Motor Vehicle itself onto or from another machine or trailer; and 3. all use or operation between arrival at and departure from the place of performing work.

Insuring Clauses

In consideration of payment of the Premium, the Insurer will provide indemnity in accordance with, and subject to, the terms and conditions of this Policy.

Broadform Liability

The Insurer agrees to indemnify the Insured against Legal Liability for Bodily Injury, Property Damage or Advertising Injury:

(a) first occurring during the Period of Insurance;

(b) occurring within the Territorial Limits; and

(c) caused by an Occurrence in connection with the Insured's Business.

Defence Costs

In addition to the Limit of Indemnity, the Insurer agrees to pay all charges, expenses and Defence Costs incurred by the Insurer and/or by the Insured with the Insurer's written consent in the settlement or defence of any Claim for Legal Liability against which the Insurer is liable to indemnify the Insured under this Policy Section.

Limit of Indemnity and Deductible

(a) The Insurer's maximum liability in respect of any Claim or any series of Claims for Bodily Injury, Property Damage or Advertising Injury caused by or arising out of one Occurrence will not exceed the Limit of Indemnity shown on the Schedule;

(b) the Insurer's total aggregate liability during any one Period of Insurance for all Claims arising out of the Insured's Products will not exceed the Limit of Indemnity shown on the Schedule;

(c) the Insurer's maximum liability in respect of any Claim under an Additional Benefit shall not exceed the Limit of Indemnity shown on the Schedule or in the Additional Benefit itself;

(d) if the Named Insured is more than one person or Company, the applicable Limit of Indemnity shall apply to the aggregate of all Legal Liability of all such person and Companies arising directly or indirectly from the one Occurrence; and

(e) the Deductible shall apply per Occurrence to all indemnity under this Policy Section.

Additional Benefits for this Policy Section only

The following Additional Benefits apply to this Policy Section only and are subject to the terms and conditions of this Policy.

Additional Payments

The Insurer shall indemnify the Insured for reasonable expenses incurred by the Insured:

(a) in supplying first aid to others at the time of Bodily Injury caused by an Occurrence (other than medical expenses prohibited by Section 126 of the *Health Insurance Act 1973* (Cth)); and

(b) for temporary repairs, shoring up or protection of physical property necessitated by Property Damage caused by an Occurrence.

Provided always that the Insurer's aggregate liability in respect of all claims during the Period of Insurance under this Additional Benefit shall be subject to the Limit of Indemnity not otherwise being exhausted under this Policy Section.

Property in an Insured's Physical Possession or Legal Control

The Insurer shall indemnify the Insured against Legal Liability for physical damage or destruction of tangible property in the physical possession or legal control of:

(a) the Named Insured, a Director or partner of the Named Insured, or an Employee; (other than where specifically excluded within the Policy Exclusions applicable to this Policy Section only); or

(b) the driver of a vehicle while such property is suspended from a machine designed to lift that property.

Provided always that the Insurer's aggregate liability in respect of all Claims during the Period of Insurance under this Additional Benefit shall not exceed the sum of two hundred and fifty thousand dollars ($250,000), subject to the Limit of Indemnity not otherwise being exhausted.

Vibration and Removal of Support

The Insurer shall indemnify the Insured against Legal Liability for Property Damage caused by, arising from or in connection with:

(a) vibration; or

(b) removal or weakening of or interference with support for land or buildings.

Provided always that the Insurer's aggregate liability in respect of all Claims during the Period of Insurance under this Additional Benefit shall not exceed the sum of five hundred thousand dollars ($1,000,000), subject to the Limit of Indemnity not otherwise being exhausted.

Exclusion for this Policy Section Only

In addition to the General Exclusions which apply to all Sections of this Policy, the Insurer shall not indemnify the Insured against Legal Liability under this Policy Section in respect of any Claim against any Insured caused directly or indirectly based upon, attributable to, or in consequence of:

Admissions of Liability

Which an Insured has incurred solely by reason of an express, implied or constructive admission of liability.

Advertising

(a) Advertising Injury arising out of:

(i) breach of contract, other than misappropriation of advertising ideas under an implied contract;

(ii) the wrong description of the price of an Insured's Product;

(iii) the failure of an Insured's Product to conform with advertised performance or quality; or

(b) Advertising Injury incurred by an Insured whose principal occupation or business is advertising, broadcasting, publishing or telecasting.

Assault and Battery

Assault or battery committed by or at the direction of an Insured except for the purpose of preventing or removing danger to persons or property.

Changes in Compulsory Law

A statutory indemnity scheme or insurance that the Insured was required to have by law (including workers' compensation and motor vehicle legislation) applied at the commencement of the Period of Insurance, even if before the Occurrence the scheme has ceased to apply or the requirement to have such insurance has ceased.

Contractual Liability

(a) Any obligation assumed by an Insured under a contract or agreement, except to the extent that:

(i) the liability would have been implied by law in the absence of such contract or agreement;

(ii) the liability arises from a provision of a written contract for lease of real or personal property other than a provision that obliges the Insured to effect insurance or provide indemnity in respect of the subject-matter of the contract; or

(iii) the liability assumed by the Insured under a warranty of fitness or quality of the Insured's Products; or

(b) an Insured releasing or waiving all or part of the Insured's right to recover indemnity, contribution or damages from another.

Defamation

The publication or utterance of any defamatory or disparaging material:

(a) prior to the commencement of the Period of Insurance;

(b) by an Insured or at an Insured's direction with knowledge of its falsity; or

(c) if the Insured's Business is advertising, broadcasting or telecasting.

Discrimination, Harassment and Unfair Dismissal

Discrimination, harassment or unfair dismissal.

Employer's Liability

Legal liability to an Employee:

(a) arising from any relationship described in the definition of 'Employee';

(b) imposed by workers' compensation legislation, an industrial award, an agreement or a determination;

(c) for which legislation relating to workers' compensation requires the Named Insured to have insurance; or

(d) for which the Named Insured has the benefit of a statutory indemnity or insurance Policy under legislation relating to workers' compensation.

Exports to North America

Claims in respect of Bodily Injury, Property Damage or Advertising Liability caused by or arising out of the Insured's Products knowingly exported by the Insured or the Insured's agents or servants, to North America.

Faulty Workmanship

The cost of performing, completing, correcting or improving any work undertaken by the Insured.

Fines, Penalties and Punitive Damages

(a) Fines or penalties;

(b) exemplary, aggravated or punitive damages;

(c) additional damages resulting from the multiplication of compensatory damages; or

(d) liquidated damages.

Information Technology and Computer Data, Programmes and Storage Media

Bodily Injury, Property Damage or Advertising Injury arising from:

(a) the Named Insured's Internet Operations;

(b) the provision of computer or telecommunication services by or on behalf of the Named Insured;

(c) the use of any computer equipment or programme, whether made or owned by the Named Insured or anyone else; or

(d) any harmful computer programme including but not limited to a computer virus, worm, logic bomb or trojan horse.

Provided always that this exclusion shall not apply to Bodily Injury, Property Damage or Advertising Injury caused by or arising out of any documents prepared or published by anyone other than the Named Insured or an Employee in respect of use of or safety instructions or warnings for any computer equipment or programme.

Loss of Use

Loss of use of tangible property that has not been physically damaged, lost or destroyed from:

(a) delay or lack of performance of an agreement by or on behalf of an Insured; or

(b) failure of Products to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by an Insured.

Provided always that this exclusion shall not apply to loss of use of tangible property resulting from sudden and accidental physical damage, loss or destruction of Products after they are put to use by persons or Companies other than an Insured.

Motor Vehicles

The ownership, possession, operation, use or towing by or on behalf of the Insured of a Motor Vehicle that, at the time and place of the Occurrence:

(a) was under a statutory indemnity scheme for, or was required by law to be insured against liability for Bodily Injury or Property Damage (whether limited or not);

(b) was required by law to be registered for use as a vehicle but was unregistered; or

(c) was registered for use as a vehicle.

Provided always that this Exclusion shall not apply to Legal Liability for:

(i) use or operation of the Motor Vehicle as a Tool of Trade;

(ii) use or operation of any machine, tool or apparatus attached to or forming part of the Motor Vehicle as a Tool of Trade;

(iii) use or operation of a Motor Vehicle primarily designed for lifting, lowering, loading or unloading to perform one or more of such functions;

(iv) the operation of loading or unloading the Motor Vehicle;

(v) use or operation of the Motor Vehicle in the temporary possession or custody of an Insured for the purpose of parking it; and

(vi) driving the Motor Vehicle on a public footpath or public pedestrian walkway for the purpose of the Motor Vehicle's access between its conveyance and the place of either performing work or undergoing servicing, maintenance or repair.

Pollution

(a) Bodily Injury or Property Damage caused by the discharge, dispersal, release, seepage, migration or escape of Pollutants into or upon land, the atmosphere, or any water, including any water course or body of water, unless such discharge, dispersal, release, seepage, migration or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place outside North America;

(b) the cost of preventing, removing, nullifying or cleaning up any contamination or pollution as a consequence of the discharge, dispersal, release, seepage, migration or escape of any Pollutants, but this Exclusion does not apply to removal or nullifying or cleaning up costs which are consequent upon a sudden, identifiable, unexpected and unintended happening which takes place in its entirety at a specific time and place outside North America; or

(c) Bodily Injury or Property Damage caused by the actual, alleged or threatened discharge, dispersal, release, seepage, migration or escape of Pollutants caused by any Product that has been discarded, dumped, abandoned or thrown away by others.

The Insurer's aggregate liability under Exclusions and above, for all discharges, dispersals, releases, seepages, migration or escape of Pollutants during the Period of Insurance of this Policy shall not exceed the Limit of Indemnity.

Product and Known Defects

(a) A defect in or harmful quality of any Product that was known or suspected to exist by an Insured before the Product left the possession and control of the Insured; or

(b) Property Damage to Products if the damage is attributed to any defect in them or to their harmful nature or unsuitability.

Products Recall

Loss, costs or expense incurred by the Named Insured for loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of Products or any tangible property of which they form part if the Products are withdrawn from the market or from use because of a known or suspected defect, deficiency, inadequacy or dangerous condition of the Products.

Professional Risks

The rendering of or failure to render professional advice or service by an Insured or any related error or omission.

Provided always that this Exclusion shall not apply to Claims for:

(a) Bodily Injury; and/or

(b) Property Damage; and/or

(c) Advertising Injury;

arising from such rendering of or failure to render professional advice or service.

Property in an Insured's Physical Possession or Legal Control

Damage to or loss of:

(a) any property (not including premises) while being used or operated by an Insured;

(b) any vehicle or trailer in a car park owned or operated by the Named Insured for reward;

(c) property owned, leased or rented by the Named Insured;

(d) any part of any property on which an Insured is working where the damage is directly caused by such work; or

(e) any property in the physical possession or legal control of the driver of a vehicle unless the property is suspended from a machine designed to lift that property.

Property Owned by an Insured

Damage to property owned by an Insured.

Territorial Limits

(a) Claims made or actions instituted within any Country, State or Territory (outside Australia) that require insurance to be insured or secured with an insurer or organisation licensed in that Country, State or Territory to grant such insurance;

(b) Claims made and actions instituted within North America or any other territory coming within the jurisdiction of the courts of North America; or

(c) Claims and actions to which the laws of North America apply.

Provided always that Exclusions and above shall not apply to Claims and actions arising from the presence outside Australia of any of the Named Insured's Employees and/or Directors, partners or proprietors who are normally resident in Australia and who are not undertaking manual work or supervision of work of any kind while in North America, in which event the total amount payable for Legal Liability and Defence Costs shall not exceed the Limits of Indemnity contained within the Schedule.

Tobacco

The inhalation or ingestion of, or exposure to:

(a) tobacco, tobacco products or derivatives of tobacco;

(b) tobacco smoke; or

(c) any ingredient or additive present in any articles, items or goods that also contain or include tobacco.

Conditions which apply to this Policy Section only

In addition to the General Conditions which apply to all Sections of this Policy, the following additional Conditions have application to this Policy Section only:

Cross Liability

Where the Named Insured shown on the Schedule comprises more than one party, each of those parties will be considered as a separate and distinct entity, as if a separate Policy had been issued to each party. Nothing in this condition extends or increases the Limit of Indemnity in respect of any Occurrence or Period of Insurance.

Discovery of Product Defects

In the event that an Insured becomes aware of a Product defect, the Insured shall locate and recall all such Products at its own expense, regardless whether or not Bodily Injury or Property Damage has already occurred.

Policy Section 2 – Professional Civil Liability

This Policy Section operates on a "Claims made and notified" basis. This means that the Policy covers You for Claims made against the Insured and notified to the Insurer during the Period of Insurance. Please read and review this Policy Section carefully.

Definitions for this Policy Section only

In addition to the General Definitions which apply to all Sections in this Policy, some key words and terms have a special meaning to this Policy Section only:

Word or term	Meaning
Bodily Injury	Physical injury, sickness, disease, death, mental injury, mental anguish, nervous shock or emotional distress of any person.
Civil Liability	Legal liability of the Insured for breach of trust, neglect, error, omission, misstatement, misleading statement, or other act committed or attempted in the conduct of the Insured's Business stated in the Schedule.
Claim	(a) Any written notice of demand for compensation made by a non-Insured against the Insured; or (b) any writ, statement of claim, summons, application or other originating legal or arbitral process, cross-claim, counterclaim or third or similar party notice served upon the Insured which contains a demand for compensation made by a non-Insured against the Insured.
Computer System	Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
Cyber Act	An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
Data	Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
Data Protection Law	All applicable data protection and privacy legislation, regulations in any country, province, state, territory or jurisdiction which governs the use, confidentiality, integrity, security and protection of personal data, and any guidance or codes of practice issued by any data protection regulator or authority from time to time (all as amended, updated or re-enacted from time to time).
Defence Costs	The reasonable legal costs, disbursements and other expenses incurred by or on behalf of the Insured or by the Insurer in the investigation or defence of a Claim, including any related appeal or similar process.
Documents	Deeds, wills, agreements, maps, plans, books, letters, policies, certificates, forms and documents of any nature whatsoever, whether written, printed or reproduced by any method including computer records and electronic data material but shall not include bearer bonds or coupons, stamps, bank or currency notes or any other negotiable instrument.
Family Member	(a) Any spouse, domestic partner or companion; (b) any parent, or parent of the spouse, domestic partner or companion; or (c) any sibling or child, of an Insured.
Limit of Indemnity	The total limit of the Insurer's liability under this Policy stated in the Schedule, including Defence Costs.
Loss	The aggregate of all amounts payable by the Insured as compensation for Civil Liability in respect of a Claim, including judgments, settlements and Defence Costs.
Virus	Any computer program, including but not limited to, any file virus, boot sector virus, macro virus, hostile applet, Trojan horse program, java virus, ActiveX virus or other executable program which contains instructions to initiate an event on a Computer System, causing modification of, corruption of or damage to data, memory or data media or otherwise adversely affecting the operation of any Computer System.

Insuring Clauses

In consideration of payment of the Premium, We will provide indemnity in accordance with, and subject to, the terms and conditions of this Policy.

Civil Liability

We agree to indemnify You against Loss for Civil Liability for compensation You become legally liable to pay in respect of a Claim first made against You during the Period of Insurance and notified by You to Us.

Defence Costs

We agree to pay Defence Costs incurred with Our written consent (such consent shall not be unreasonably withheld) in the defence or settlement of any Claim indemnified by this Policy.

Limit of Indemnity and Deductible

Our liability under this Policy in respect of all Losses (including Defence Costs) arising out of all Claims covered by this Policy during the Period of Insurance will not exceed the Limit of Indemnity stated in the Schedule.

Our liability under this Policy applies only to that part of each Loss in excess of the Deductible.

Retroactive Date

We shall only provide indemnity in respect of a Claim(s) arising from acts, errors or omissions committed, or alleged to have been committed, after the Retroactive Date stated in the Schedule. If no Retroactive Date is stated in the Schedule the indemnity provided by this Policy shall only apply to any act, error or omission committed, or alleged to have been committed, after the inception date of the Policy.

Coverage Clarified

For the avoidance of doubt, indemnity is provided in respect of the following in accordance with, and subject to, the terms and conditions of this Policy, including the above Insuring Clauses.

Breach of Duty

We agree to indemnify You against Civil Liability for compensation arising from any Claim made against You for breach or alleged breach of duty for the provision of services provided as part of the Insured's Business.

Consultants, Sub-Contractors or Agent

We agree to indemnify You against Civil Liability for compensation arising from any Claim arising from any act, error or omission committed or alleged to have been committed by any consultant, sub-contractor or agent for whose acts, error or omissions You are legally liable.

Provided always that no indemnity shall extend to any such consultant, sub-contractor or agent.

Defamation

We agree to indemnify You against Civil Liability for compensation arising from any Claim made against You for unintentional defamation.

Fraud and Dishonesty

We agree to indemnify You against Civil Liability for compensation arising from any Claim arising from the dishonest, fraudulent, criminal or malicious act or omission of an Employee of Yours.

Provided always that:

(a) no indemnity shall extend to any person committing or condoning such dishonest, fraudulent, criminal or malicious act or omission;

(b) no indemnity shall apply to any loss of money, negotiable instruments, bearer bonds or coupons, stamps, bank or currency notes; and

(c) no indemnity shall apply to any loss of an electronic record which represents a current and transferable obligation of a person to pay the holder of the electronic record an amount or amounts of money described in the electronic record in exchange for delivery, adjustment or cancellation of the electronic record.

Intellectual Property

We agree to indemnify You against Civil Liability for compensation arising from any Claim made against You for any unintentional infringement of copyright, trademark, registered design or any plagiarism or breach of confidentiality.

Provided always that no indemnity shall extend for Civil Liability for compensation arising from any Claim made against You for any breach of patent.

Loss of Documents

We agree to indemnify You against certain loss described in this clause arising from the loss of Documents which have been:

(a) destroyed or damaged; or

(b) lost or mislaid and after diligent searches have been carried out cannot be found.

Provided always that:

(i) such indemnity shall be limited to the costs, charges and expenses of whatsoever nature incurred by You in replacing and/or restoring (whichever is the lesser) such Documents and any Claim for such costs, charges and expenses shall be supported by bills and/or accounts which shall be subject to approval by some competent person to be nominated by the Insurer;

(ii) such indemnity shall be limited to the loss of Documents which were in Your physical care, custody or control or any other person to or with whom You entrusted, lodged or deposited such Documents in the ordinary course of business;

(iii) no indemnity shall be provided for any loss arising from normal wear and tear and other gradually operating causes; and

(iv) no indemnity shall be provided for any loss or damage to Documents the contents of which are unknown to You at the time such Loss or damage occurs.

Australian consumer law and similar legislation

We agree to indemnify You against Civil Liability for compensation arising from any Claim made against you under the *Australian Consumer Law* or the *Competition and Consumer Act 2010* (Cth) or any similar legislation enacted by any states or territories in Australia and New Zealand.

Provided always that such indemnity shall not include any liability established by final adjudication under a criminal or penal provision of such legislation.

Additional Benefits for this Policy Section only

The following Additional Benefits apply to this Policy Section only and are provided for in addition to the Additional Benefits which apply to Sections 2, 3, 4 and 5 of this Policy.

These Additional Benefits are subject to the terms and conditions of this Policy. The total of all payments made under these Additional Benefits will be part of and not in addition to the Limit of Indemnity.

Automatic Reinstatement

We agree, in the event of total or partial exhaustion of the Limit of Indemnity following notification to Us of any Claim or circumstance which may be likely to give rise to a Claim against You, to reinstate the Limit of Indemnity.

Provided always that:

(a) Indemnity under this Policy shall not exceed the Limit of Indemnity as stated in the Schedule for any one Claim or series of Claims arising from the same acts, errors or omissions; and

(b) Our aggregate liability shall not exceed one full reinstatement of the Limit of Indemnity during any one Period of Insurance.

Disciplinary Proceedings and Enquiries Costs

We agree to provide indemnity to You for any costs and expenses incurred with Our prior written consent, which shall not be unreasonably withheld, for representation of You at any disciplinary proceeding, enquiry, coronial enquiry, Royal Commission or government enquiry held by a court, tribunal, judicial body or legally constituted industry or professional body.

Provided always that:

(a) You first became aware of such proceeding or enquiry during the Period of Insurance and We were notified in writing as soon as reasonably practicable during the Period of Insurance; and

(b) Our aggregate liability in respect of all Claims under this cover shall not exceed the sum of $100,000 subject to the Limit of Indemnity not otherwise being exhausted.

Fidelity

We agree to provide indemnity to You in respect of any Claim arising from the loss of money, negotiable instruments, bearer bonds or coupons, stamps, bank or currency notes belonging to You or for which You are legally responsible where any such Loss is sustained in consequence of any dishonest or fraudulent act or omission of any Employee.

Provided always that:

(a) such Loss is first discovered by You during the Period of Insurance and is notified in writing to Us within 28 days of the date of such discovery (but never beyond the expiry date of the Period of Insurance);

(b) We shall not be liable for any Loss sustained in consequence of any act or omission occurring after the date of the discovery of, or the reasonable cause for suspicion of, dishonest or fraudulent conduct on the part of the Insured concerned;

(c) We shall not be liable to indemnify any Insured who committed or condoned any dishonest or fraudulent conduct in consequence of which the Loss occurred;

(d) You shall bear the burden of adducing satisfactory proof to substantiate any Loss hereunder (including any legal, investigative, accounting or other costs incurred in such process) and We will be under no obligation to provide indemnity to You until such time as We are satisfied that such Loss has, in fact, been sustained;

(e) the deductible shall apply once only to those individual dishonest or fraudulent act or omissions which involves or implicates the same person or persons; and

(f) Our aggregate liability in respect of all losses under this cover shall not exceed the sum of $50,000 subject to the Limit of Indemnity not otherwise being exhausted.

Joint Venture

We agree that the definition of Civil Liability extends to the conduct of the Named Insured in an unincorporated joint venture of which the Named Insured is a partner. The indemnity provided by this Additional Benefit does not extend to a partner in the joint venture who is not a Named Insured.

Exclusions for this Policy Section only

In addition to the General Exclusions which apply to all Sections of this Policy, We shall not be liable under this Policy Section to provide indemnity in respect of any Claim against any Insured directly or indirectly based upon, attributable to, or in consequence of:

Assumed Duty or Obligation

any duty or obligation assumed by You by way of contract, warranty, guarantee or indemnity, to the extent that such liability exceeds the liability You would have incurred in the absence of such contract, warranty, guarantee or indemnity.

Bodily Injury and Property Damage

(a) Bodily injury, sickness, disease or death of any person; or

(b) physical loss of, damage to, or destruction of, any tangible property including loss of use thereof or any consequential loss.

Cyber and Data

(a) a Cyber Act;

(b) a Virus; or

(c) a breach of Data Protection Law by You, or parties acting for You, involving access to, processing of, use of or operation of any Computer System or Data, including notification costs, crisis consultancy costs, credit monitoring expenses, replacement of actual credit or payment cards, forensic expenses, public relations expenses or legal advice and services.

Any cover for the costs of reconstituting or recovering lost or damaged documents owned or controlled by You covered under Section 2: Additional Benefits for this Policy Section only shall not apply to Data.

Designs, Plans, Specifications or Formulas

any design, plan, specification or formula.

Provided always that this exclusion shall not apply to Claims arising from any documented design, plan, specification or formula prepared by a person with appropriate qualifications by reason of education and/or experience.

Directors' and Officers' Liability

liability or alleged liability of an Insured acting in the capacity of a Director or Officer of a company.

Faulty Workmanship

any element of any of Your own costs of performing, completing, correcting or improving any work undertaken by or on behalf of You.

Financial Interest

any actual or alleged:

(a) advice;

(b) inducement;

(c) recommendation;

(d) endorsements; or

(e) other service,

provided by You regarding investment in, work for, or lending to:

(i) an Insured;

(ii) any entity operated or controlled by an Insured;

(iii) any Subsidiary, nominee, trustee or Family Member of an Insured; or

(iv) any entity in which an Insured or any Subsidiary, nominee of an Insured, trustee of an Insured or Family Member who has a direct or indirect financial interest.

Fines and Penalties

punitive, aggravated, multiple or exemplary damages, or fines or penalties imposed by law including but not limited to, civil penalties.

Insolvency

(a) the insolvent trading of the Named Insured; or

(b) the appointment of any liquidator, receiver and manager, official manager, administer or trustee administering a compromise or scheme arrangement of the Named Insured.

Provided always that this Exclusion shall not apply to Claims notified prior to such appointment.

Obligations to Employees

Bodily injury to any Employee of Yours or damage to or destruction of any property of any Employee of Yours, including loss of use of property, arising out of, or in the course of their employment.

Occupier's Liability

the occupation, control, management or ownership of any real property by You.

Previous Business

the business prior to You becoming the proprietor, Director or partner in the business.

Prior or Pending

(a) Claims made, threatened or intimated to any Insured prior to the Period of Insurance; and

(b) any fact, situation or circumstance:

(i) of which written notice has been given, or ought reasonably to have been given, under any previous Policy;

(ii) of which You first became aware prior to the Period of Insurance, and which You knew or ought reasonably to have known had potential to give rise to a Claim; or

(iii) any matter recorded in the Insurance Proposal.

Professional Fees

any action for a refund of professional fees whether by way of damages or otherwise.

Retroactive Date

any act, error or omission, committed or alleged to have been committed prior to the Retroactive Date stated in the Schedule.

Trading Debts

any trading debt incurred by an Insured or any guarantee given by an Insured for a debt.

Policy Section 3 – Directors' and Officers' Liability

This Policy Section operates on a "Claims made and notified" basis. This means that the Policy covers You for Claims made against the Insured and notified to the Insurer during the Period of Insurance. Please read and review this Policy Section carefully.

Definitions for this Policy Section only

In addition to the General Definitions which apply to all Sections in this Policy, some key words and terms have a special meaning to this Policy Section only:

Word or term	Meaning
Claim	(a) Any written demand for compensation made by a third party against such Director or Officer; or (b) any writ, statement of claim, summons, application or other originating legal (criminal, civil or otherwise) or arbitral process, cross claim, counter claim or third or similar party notice served upon any Director or Officer containing a demand for compensation made by a third party against such Director or Officer.
Defence Costs	All reasonable costs, charges and expenses (other than regular or overtime wages, salaries or fees of any Director or Officer) incurred by the Insurer or with the Insurer's prior written consent in defending, investigating or monitoring any Claim, or proceedings and appeals therefrom together with the costs of appeal.
Limit of Indemnity	The total limit of the Insurer's liability under this Policy stated in the Schedule, including Defence Costs.
Loss	The total amount payable by a Director or Officer in respect of a Claim made against such Director or Officer for a Wrongful Act and includes damages, judgements, settlements; legal costs and expenses awarded against a Director or Officer and associated Defence Costs up to the Limit of Indemnity. It does not mean: (a) punitive, aggravated, multiple or exemplary damages; (b) matters which may be deemed uninsurable under Australian Law; (c) any amount for which any Director or Officer is not legally liable; or (d) any amount for which the Named Insured is liable whether by way of judgement or settlement.
Mergers or Acquisition	(a) The Named Insured consolidating or merging with, or selling all or substantially all of its assets to, any other entity or group of entities acting in concert; or (b) The Named Insured becomes a subsidiary of another entity by virtue of Australian law.
Official Investigation Costs	Reasonable costs, charges and expenses incurred by the Insurer or with the prior written consent of the Insurer, such consent not to be unreasonably withheld for any legally compellable attendance by a Director or Officer at any official investigation, examination or inquiry, always subject to all terms of that coverage and other applicable terms of the Policy. It does not mean: (a) regular or overtime wages, salaries or fees of any Director or Officer; or (b) costs, charges and expenses incurred by or on behalf of the Named Insured.
Wrongful Act	Any actual or alleged breach of duty, breach of trust, neglect, error, omission, misstatement, misleading statement, or other act or omission committed or attempted by any Director or Officer, individually or otherwise, in the course of their duties to the Named Insured and or in their capacity as a Director or Officer of the Named Insured.

Insuring Clauses

In consideration of payment of the Premium, We will provide indemnity in accordance with, and subject to, the terms and conditions of this Policy.

Directors and Officers Liability

We shall pay on behalf of each Director or Officer all Loss for which the Director or Officer is not indemnified by the Named Insured, arising from any Claim in respect of a Wrongful Act first made against such Director or Officer, individually or collectively during the Period of Insurance and is notified to Us during the Period of Insurance.

Company Reimbursement

We shall pay on behalf of the Named Insured all Loss for which We have granted indemnification to any Director or Officer, which is legally permitted or required by law, arising from a Claim in respect of a Wrongful Act first made against such Director or Officer, individually or collectively, during the Period of Insurance and notified to Us during the Period of Insurance.

Limit of Liability and Deductible

Our liability under this Policy in respect of all Losses (including Defence Costs) arising out of all Claims covered by this Policy during the Period of Insurance will not exceed the Limit of Indemnity stated in the Schedule.

Our liability under this Policy applies only to that part of each Loss in excess of the Deductible.

Retroactive Date

We shall only provide indemnity in respect of a Wrongful Act committed, or alleged to have been committed, after the Retroactive Date stated in the Schedule. If no Retroactive Date is stated in the Schedule the indemnity provided by this Policy shall only apply to any Wrongful Act committed, or alleged to have been committed, after the inception date of the Policy.

Additional Benefits for this Policy Section only

The following Additional Benefits apply to this Policy Section only and are provided for in addition to the Additional Benefits which apply to Sections 2, 3, 4 and 5 of this Policy.

These Additional Benefits are subject to the terms and conditions of this Policy. The total of all payments made under these Additional Benefits will be part of and not in addition to the Limit of Indemnity.

Estates and Legal Representatives

We agree to provide indemnity to the estate, heirs, legal representatives or assigns of any deceased, incompetent, bankrupt or insolvent Director or Officer.

Provided always that such estates, heirs, legal representatives or assigns will be subject to all the terms and conditions of this Policy.

Official Investigation Costs

We shall pay Official Investigation Costs on behalf of any Director or Officer for their attendance at an official investigation, examination or inquiry into the affairs of the Named Insured by a Regulatory Authority at which the Director or Officer is legally required to attend.

Provided always that:

(a) We shall be entitled to appoint legal representation to represent the Director or Officer in such investigation, examination or inquiry;

(b) notice of the investigation, examination or inquiry and the notice requiring the Director or Officer to attend is served on the Director or Officer and is notified to Us during the Period of Insurance;

(c) in the event that a Claim for payment of Official Investigation Costs is withdrawn or that indemnity under this Policy is subsequently withdrawn or denied, We will cease to advance Official Investigation Costs and the Director or Officer for their respective rights and interests shall refund any Official Investigation Costs advanced by the Insurer to the extent that the Insurer is satisfied that the Director or Officer were not entitled to such Official Investigation Costs, unless We agree in writing to waive recovery of such Official Investigation Costs; and

(d) there is no indemnity for the Named Insured under this Additional Benefit.

Our aggregate liability in respect of Official Investigation Costs under this Additional Benefit shall not exceed the sum of $250,000 subject to the Limit of Indemnity not otherwise being exhausted.

Preservation of Indemnity

We agree that if a Director or Officer is unable to satisfy a right to indemnity against the Named Insured, solely by reason of the Named Insured having insufficient funds to indemnify the Director or Officer, then We will provide indemnity in respect of such Director or Officer against Loss to the extent that the Named Insured could have granted indemnity, as legally permitted or required by law.

Provided always that any payment made by Us under this Additional Benefit will be subject to the Deductible stated in the Schedule.

Spousal Liability

We shall provide indemnity to the lawful spouse of a Director or Officer provided always that:

(a) such Claim is made solely because of his or her status as the lawful spouse of that Director or Officer;

(b) such Claim results directly from a Claim made against a Director or Officer which is indemnified under this Policy;

(c) such Claim seeks damages recoverable from marital community property, or from property jointly held by the Director or Officer and the spouse, or from property transferred from that Director or Officer to the spouse; and

(d) such Claim would otherwise be a Claim covered by this Policy if made against the Director or Officer.

Exclusions for this Policy Section only

In addition to the General Exclusions which apply to all Sections of this Policy, We shall not be liable under this Policy Section to provide indemnity in respect of any Claim against any Director or Officer directly or indirectly based upon, attributable to, or in consequence of:

Bodily Injury and Property Damage

(a) Bodily injury, sickness, disease or death of any person; or

(b) physical loss of, damage to, or destruction of, any tangible property, including loss of use thereof or any consequential loss.

Breach of Professional Duty

the provision, rendering or failure to render any professional service and/or professional advice, including any breach or alleged breach of any contract for the provision of such service or advice.

Capital Raising Disclosure Document

any capital (whether by way of debt or equity) raising disclosure document including but not limited to a prospectus, short-form prospectus, profile statement, offer information statement or information memorandum or similar document providing information to potential investors.

Consensual Claim

any Claim which is brought with the support, co-operation, concurrence, consent, encouragement, enticement, assistance or solicitation of the Insured against whom it is brought.

Employment Practices Liability

any breach of an express obligation of the Named Insured:

(a) to make payments (including the provision of non-cash benefits); or

(b) pursuant to any procedural or notification requirements in the event of termination of employment,

whether such obligation arises under statute, regulation, award, contract of employment (including any arrangement or agreement collateral to any contract of employment) or any industrial, workplace or enterprise agreement or otherwise.

Fines and Penalties

(a) punitive, aggravated, multiple or exemplary damages;

(b) fines or penalties uninsurable under the law or against the public interest; or

(c) payments made, or liabilities, or fines, or penalties incurred in connection with the non payment or underpayment or avoidance of any income tax, customs duties, excise duty, stamp duty, GST, sales tax or any other State or Federal tax or duty.

Fraud and Dishonesty

(a) any dishonest, fraudulent, criminal or malicious conduct of any Director or Officer;

(b) any conduct of any Director or Officer committed with a reckless disregard for the consequences thereof; or

(c) any wilful breach of any statute, contract or duty by any Director or Officer.

Insured versus Insured

In respect of a Claim brought or maintained by or on behalf of:

(a) any Director or Officer.

Provided always that this exclusion shall not apply to:

(i) Defence Costs;

(ii) any Claim brought by any Director or Officer for contribution or indemnity if such Claim directly results from another Claim covered under this Policy; or

(iii) any Claim brought by any former Director or Officer.

(b) the Named Insured.

Provided always that this exclusion shall not apply to any such Claim that is caused to be brought in the name of the Named Insured;

(i) as a shareholder derivative action.

Provided further that such shareholder is or was not also a Director or Officer at the time of the Wrongful Act and is acting without any direct or indirect solicitation or enticement of or with any other Director or Officer;

(ii) by any Regulatory Authority.

Provided further that such Regulatory Authority is acting without any direct or indirect solicitation or enticement of or with any other Director or Officer; or

(iii) at the instigation of a receiver, a receiver and manager, an administrator or liquidator, or trustee formally appointed by a Court to administer a compromise or scheme arrangement of the Named Insured.

Insolvency

(a) the insolvent trading of a company named as the Named Insured or the insolvent trading of the trust; or

(b) the appointment of any liquidator, receiver and manager, official manager, administer or trustee administering a compromise or scheme arrangement of the Named Insured. Provided always that this exclusion shall not apply to Claims notified prior to such appointment.

Prior or Pending

(a) Claims made, threatened or intimated to any Insured prior to the Period of Insurance; or

(b) any fact, situation or circumstance:

(i) of which written notice has been given, or ought reasonably to have been given, under any previous Policy;

(ii) of which the Insured first became aware prior to the Period of Insurance, and which the Insured knew or ought reasonably to have known had potential to give rise to a Claim; or

(iii) any matter recorded in the Insurance Proposal.

Products

the inefficacy of, or failure to supply, any goods or products manufactured, sold or supplied by the Insured.

Retroactive Date

any Wrongful Act committed or alleged to have been committed prior to the Retroactive Date stated in the Schedule.

Substantial Shareholders

brought or maintained by or on behalf of any substantial shareholder. This exclusion will apply whether or not the Wrongful Act was committed or is alleged to have been committed before or after the date on which the Substantial Shareholder of the company named as an Insured first became a Substantial Shareholder of the company named as an Insured.

For the purposes of this exclusion:

(a) 'Substantial Shareholder' means any person, body corporate or other entity who holds or is entitled to hold 15% or more of the voting shares in the company in question; and

(b) a person, body corporate or other entity will be taken to be entitled to a voting share if that person, body corporate or other entity has any direct or indirect, legal or beneficial interest in the share or any direct or indirect power to vote the share or to dispose of the share and whether or not the interest or power is held through any interposed body corporates or other entities or held jointly with others.

Trustee Liability

any position held by a Director or Officer as trustee or administrator of any superannuation, pension, health and welfare, or other employee benefit plan or trust established or maintained for the purpose of providing pensions, annuities or any other form of benefits to the Directors' or Officers' or Insured's of the Named Insured.

Policy Section 4 – Statutory Liability

This Policy Section operates on a "Claims made and notified" basis. This means that the Policy covers You for Claims made against the Insured and notified to the Insurer during the Period of Insurance. Please read and review this Policy Section carefully.

Definitions for this Policy Section only

In addition to the General Definitions which apply to all Sections in this Policy, some key words and terms have a special meaning to this Policy Section only:

Word or term	Meaning
Act	(a) Any Act of the Parliament of the Commonwealth of Australia and any Act of the Parliaments of the States or Territories of the Commonwealth of Australia, including any subordinate or delegated legislation made under those Acts; and (b) any amendment, consolidation or re-enactment of any of the above Acts or legislation.
Claim	Any written notice received by the Insured which alleges a Wrongful Breach and claims that the Insured is liable to pay a Penalty.
Defence Costs	Any reasonable legal costs and associated expenses incurred with the written consent of the Insurer in connection with the investigation, defence (including appeal or resisting appeal), the attendance at any official investigation, examination or inquiry and settlement of any Claim but shall not include wages, salaries or other remuneration of the Insured. Provided always that where proceedings are commenced to impose a Penalty and those proceedings are also in respect of other matters, then the Insurer will not be liable for that proportion of the legal costs and associated expenses that may be reasonably attributed to the proceedings in relation to those other matters.
Environmental Breach	An alleged breach of any Commonwealth, State or Territory statute, regulation, by-law or local law prohibiting, controlling or regulating the discharge, release, escape or disposal of Pollutants into or upon land, the atmosphere or any watercourse of body of water.
Limit of Indemnity	The total limit of the Insurer's liability under this Policy stated in the Schedule, including Defence Costs.
Loss	Any Penalty and Defence Costs.
Penalty	Any monetary sum payable by the Insured to any Regulatory Authority pursuant to any Act for a Wrongful Breach by the Insured. Provided always that such coverage shall not extend to: (a) any amounts payable as compensation; (b) any compliance, remedial, reparation or restitution costs; (c) any damages, including but not limited to exemplary or punitive damages; (d) any consequential economic loss; (e) any amounts uninsurable under the law pursuant to which this Policy is construed; or (f) any legal costs and associated expenses of a Regulatory Authority.
Pollution Claim	An enforcement of a Penalty by a Regulatory Authority pursuant to an Environmental Breach which would otherwise be excluded by reason of the "Pollutants" exclusion contained within the General Exclusions which apply to all Sections of this Policy. Provided always that such coverage shall not extend to any Claim brought by a Regulatory Authority on behalf of, in the name of or as a representative of any other person(s) corporation or entity.
Regulatory Authority	A person or entity appointed, constituted or acting under a delegation pursuant to any Act for the Parliament of the Commonwealth of Australia and any Act of the Parliaments of the States or Territories of the Commonwealth of Australia, including any subordinate or delegated legislation made under those Acts or any amendment consolidation or re-enactment of any of the above Acts or legislation for the purposes of enforcement of such Act or another Act, including a person or entity authorised to collect monies payable to the consolidated revenue fund, consolidated fund or any other such fund.
Territorial Limits	Anywhere in Australia.
Wrongful Breach	Any act, error or omission which occurs: (a) in connection with the Insured's Business; (b) within the Territorial Limits; and (c) after the Retroactive Date. Whereby: (d) the Insured contravenes an Act or is involved in the contravention of an Act; (e) the Insured commits an offence pursuant to an Act; or (f) such conduct is prohibited under an Act or is the subject of the imposition of a Penalty under an Act.

Insuring Clauses

In consideration of payment of the Premium, We will provide indemnity in accordance with, and subject to, the terms and conditions of this Policy.

Loss

We agree to pay on behalf of You any Loss arising from any Claim, occurring within the Territorial Limits and first received by You and notified to Us during the Period of Insurance in respect of a Wrongful Breach.

We shall not be liable to indemnify You for Defence Costs unless You obtain Our written consent, such consent shall not be unreasonably withheld.

Pollution Liability

We agree to pay on behalf of You any Loss arising from any Pollution Claim first received by You and notified Us during the Period of Insurance occurring within the Territorial Limits.

We shall not be liable to indemnify the Insured for Defence Costs unless the Insured obtains the Insurer's written consent, such consent shall not be unreasonably withheld.

Limit of Indemnity and Deductible

Our liability under this Policy in respect of all Losses (including Defence Costs) arising out of all Claims covered by this Policy during the Period of Insurance will not exceed the Limit of Indemnity stated in the Schedule.

Our liability under this Policy applies only to that part of each Loss in excess of the Deductible.

For the purposes of this Policy Section only, all Losses arising out of any one Wrongful Breach or interrelated Wrongful Breaches are deemed to be one Loss.

Retroactive Date

We shall only provide indemnity in respect of a Wrongful Breach committed, or alleged to have been committed, after the Retroactive Date stated in the Schedule. If no Retroactive Date is stated in the Schedule the indemnity provided by this Policy shall only apply to any Wrongful Breach committed, or alleged to have been committed, after the inception date of the Policy.

Exclusions for this Policy Section only

In addition to the General Exclusions which apply to all Sections of this Policy, We shall not be liable under this Policy Section to provide indemnity in respect of any Claim against You directly or indirectly based upon, attributable to, or in consequence of:

Consumer Law

any Wrongful Breach of any *Australian Consumer Law* or the *Competition and Consumer Act 2010* (Cth) or any similar legislation enacted by any states or territories in Australia and New Zealand.

Provided always that this exclusion does not apply to Officers and Employees for Claims arising in the proper performance of their duties as Officers and Employees for the Named Insured.

Bodily Injury and Property Damage

(a) Bodily injury, sickness, disease or death of any person; or

(b) physical loss of, damage to, or destruction of, any tangible property, including Loss of use thereof or any consequential Loss.

Crimes

any breach of the *Crimes Act 1904* (Cth) or any equivalent crimes legislation in any State or Territory of Australia.

Deliberate Non-Compliance

any failure to comply with a lawful notice, direction, enforcement action or proceeding under any Act that is intentional, deliberate, wilful or reckless.

Dishonesty

any dishonest, fraudulent or malicious act, error or omission of an Insured.

Joint Venture

Your participation in any joint venture.

Industrial Action

any Wrongful Breach in connection with any strike, lockout, picket line, stand down or industrial dispute.

Provided always that this exclusion does not apply to Officers and Employees for Claims arising out of the performance of their duties as Officers and Employees for the Named Insured.

Intentional and Grossly Negligent Conduct

(a) any intentional, deliberate, wilful or reckless Wrongful Breach;

(b) any intentional act, error or omission deliberately or intentionally solicited by You;

Provided always that this exclusion does not apply to Officers and Employees for Claims arising out of the proper performance of their duties as Officers and Employees for the Named Insured;

or

(c) any Wrongful Breach caused by Your gross negligence or recklessness.

Motor Vehicles, Watercraft and Aircraft

any Wrongful Breach relating to the regulation of vehicular, marine or air traffic.

Personal Profit or Advantage

the Insured gaining or expecting to gain personal profit, advantage or benefit, in each case whether financial or otherwise, or receiving or expecting to receive any remuneration to which the Insured was not legally entitled.

Prior or Pending

(a) Claims made, threatened or intimated to You prior to the Period of Insurance; or

(b) any fact, situation or circumstance:

(i) of which written notice has been given, or ought reasonably to have been given, under any previous Policy;

(ii) of which You first became aware prior to the Period of Insurance, and which You knew or ought reasonably to have known had potential to give rise to a Claim; or

(iii) any matter recorded in the Insurance Proposal.

Retroactive Date

any Wrongful Breach committed or alleged to have been committed prior to the Retroactive Date stated in the Schedule.

Specific Breaches or Contraventions under the Corporations Act

any offence, breach or contravention of sections 182, 183, 588G, 601FD, 601FE or 601JD of the Corporation's Act, and any amendments, consolidation or re-enactment of any of those sections.

Taxes and Duties

any Wrongful Breach in connection with a requirement to pay taxes, rates, duties, levies, charges, fees or any other revenue or impost.

Territorial Limits

any Penalty:

(a) imposed pursuant to any law of any Country, State or Territory outside the Territorial Limits; or

(b) imposed within Territorial Limits but arising out of any Wrongful Breach occurring outside Territorial Limits, and any Defence Costs associated with such Penalty.

Policy Section 5 – Employment Practices Liability

This Policy Section operates on a "Claims made and notified" basis. This means that the Policy covers You for Claims made against the Insured and notified to the Insurer during the Period of Insurance. Please read and review this Policy Section carefully.

Definitions for this Policy Section only

In addition to the General Definitions which apply to all Sections in this Policy, some key words and terms have a special meaning to this Policy Section only:

Word or term	Meaning
Claim	Any written complaint, statement of claim, writ, summons, application or other originating legal (criminal, civil or otherwise) or arbitral process, cross claim or counter claim against an Insured alleging an act, error, omission, conduct, facts or circumstances that may give rise to an Employment Wrongful Act.
Defence Costs	All reasonable costs, charges and expenses (other than regular or overtime wages, salaries or fees of any Director, Officer, principal, partner or Employee) incurred by the Insurer or with the Insurer's prior written consent in defending, investigating or settling Claims.
Employment Wrongful Act	Any employment related act, error, omission or conduct constituting actual, constructive or alleged: (a) wrongful dismissal of any Employee; (b) discrimination against any Employee on any legally prohibited basis; (c) failure to employ or promote; (d) failure to grant tenure; (e) wrongful discipline; (f) wrongful demotion; (g) wrongful deprivation of career opportunity; (h) negligent employee evaluation; (i) misleading representation or advertising in respect of employment or conditions of employment; (j) breach of any express or implied term of any oral or written employment contract; (k) workplace harassment (whether sexual or otherwise) of an Employee including the creation of a workplace environment conducive to such harassment; or (l) denial of natural justice, defamation or invasion of privacy.
Limit of Indemnity	The total limit of the Insurer's liability under this Policy stated in the Schedule, including Defence Costs.
Loss	The amount payable in respect of a Claim made against the Named Insured and includes judgments, settlements, interest, costs, Defence Costs and damages including back-pay where reinstatement of an Employee by a court is ordered. Provided always that such coverage shall not extend to any payments which the Named Insured is required to pay pursuant to a specific obligation imposed under a contract of employment, employment agreement, statute, award or otherwise.

Insuring Clauses

In consideration of payment of the Premium, We will provide indemnity in accordance with, and subject to, the terms and conditions of this Policy.

Employment Practices Liability

We will pay on behalf of You, Loss which You are legally obliged, as an employer to pay, arising from any Claim for an Employment Wrongful Act first made against You during the Period of Insurance and which is notified to Us during the Period of Insurance.

Limit of Indemnity and Deductible

Our liability under this Policy in respect of all Losses (including Defence Costs) arising out of all Claims covered by this Policy during the Period of Insurance will not exceed the Limit of Indemnity stated in the Schedule.

Our liability under this Policy applies only to that part of each Loss in excess of the Deductible.

For the purposes of this Policy Section only, all Losses arising out of any one Employment Wrongful Act or interrelated Employment Wrongful Acts are deemed to be one Loss.

Retroactive Date

We shall only provide indemnity in respect of an Employment Wrongful Act committed, or alleged to have been committed, after the Retroactive Date stated in the Schedule. If no Retroactive Date is stated in the Schedule the indemnity provided by this Policy shall only apply to any Employment Wrongful Act committed, or alleged to have been committed, after the inception date of the Policy.

Additional Benefits for this Policy Section only

The following Additional Benefits apply to this Policy Section only and are provided for in addition to the Additional Benefits which apply to Sections 2, 3, 4 and 5 of this Policy.

These Additional Benefits are subject to the terms and conditions of this Policy. The total of all payments made under these Additional Benefits will be part of and not in addition to the Limit of Indemnity.

Estates and Legal Representatives

We agree to provide indemnity to the estate, heirs, legal representatives or assigns of any deceased, incompetent, bankrupt or insolvent Insured.

Provided always that such estates, heirs, legal representatives or assigns will be subject to all the terms and conditions of this Policy.

Exclusions for this Policy Section only

In addition to the General Exclusions which apply to all Sections of this Policy, We shall not be liable under this Policy Section to provide indemnity in respect of any Claim made against You directly or indirectly based upon, attributable to, or in consequence of:

Assumed Liability

liability of others assumed by You under any contract or agreement unless such liability would have attached in the absence of such contract or agreement.

Bodily Injury and Property Damage

(a) Bodily injury (except emotional distress or mental anguish), sickness, disease or death of any person; or

(b) physical loss of, damage to, or destruction of, any tangible property, including loss of use thereof or any consequential loss.

Dishonesty or Criminal Intention

any Employment Wrongful Act committed by the Insured with dishonest, fraudulent, malicious or criminal intent, if it is found by way of any judgment or other final adjudication that such Insured did in fact commit such Employment Wrongful Act.

Fines and Penalties

Fines and penalties imposed by law, punitive, exemplary or aggravated or multiple damages, income tax, customs duties, excise duty, stamp duty, sales tax or any other State or Federal tax or duty.

Government Entitlements

an actual or alleged violation of the responsibilities, obligations or duties imposed by any law relating to occupational health and safety, workers' compensation, unemployment insurance, retirement benefits, social security or disability benefits.

Industrial Relations

collective industrial or labour relations including but not limited to, strikes, lock outs, demarcation disputes, negotiating awards or enterprise agreements, collective redundancies, obligations to consult representatives and employees in relation to redundancies and other actions that arise.

Provided always that this Exclusion shall not apply to Claims based on an individual employment relationship.

Insolvency

the appointment of any liquidator, receiver and manager, official manager, administrator or trustee administering a compromise or scheme arrangement of the Insured.

Provided always that this Exclusion shall not apply to Claims notified prior to such appointment.

Physical Modifications

costs for physical modifications to premises, plant or equipment owned or occupied by the Named Insured as a consequence of any court or regulatory order.

Prior or Pending

(a) Claims made, threatened or intimated to You prior to the Period of Insurance; or

(b) any fact, situation or circumstance:

(i) of which written notice has been given, or ought reasonably to have been given, under any previous Policy;

(ii) of which You first became aware prior to the Period of Insurance, and which You knew or ought reasonably to have known had potential to give rise to a Claim; or

(iii) any matter recorded in the Insurance Proposal.

Retroactive Date

any Employment Wrongful Act committed or alleged to have been committed prior to the Retroactive Date stated in the Schedule.

Superannuation Fund Trustees

any act, error, omission, conduct, misstatement, misleading statement, neglect, breach of duty, breach of trust, breach of contract or breach of warranty of authority of the Insured acting in the capacity of trustee, administrator or manager of any superannuation, pension, health and welfare, profit sharing or other employee benefit plan, trust or fund including, but not limited to any obligation incurred under the *Superannuation Industry (Supervision) Act 1993* (Cth) or similar legislation in other jurisdictions.

Unfair Employment Contracts

(a) a contract of employment alleged to be unfair; or

(b) the seeking of relief pursuant to the *Workplace Relations Acts 1996* (Cth) or Section 106 of the *Industrial Relations Act 1996* (NSW) or Section 276 of the *Industrial Relations Act 1999* (QLD) or similar legislation in any other jurisdiction.

ProCon Policy Wording

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