



Coverholder at **LLOYD'S**

LEXi
Legal Expenses Insurance
POLICY WORDING
EDGE_LEXi 20221201

IMPORTANT NOTICES

Insurer's Notice to the Insured:

(These notices are subject to and do not affect the provisions of this **Policy**)

1. Non-Standard Policy

The terms and conditions of this Commercial Legal Expenses Insurance are distinct and exclusive from the terms and conditions of all other business insurances arranged by us. It may contain provisions which are unusual or different from any other policies and the **Insured** should read the entire **Policy** carefully.

2. Legal Advice

The **Insured** can access the **Advice Provider** via <http://edgeunderwriting.com.au/lexi-legal> for legal advice on any problem related to your business, trade or profession. The advice available is limited to the law and practice in Australia. This **Policy** is only available to an **Insured** whose **Normal Business Activities** are conducted within the **Territorial Limits**.

3. Claims Made and Notified

3.1 This is a "claims made and notified" insurance policy, which means that it provides cover only in relation to a **Claim** against the **Insured** that is:

- (a) first made against you during the **Period of Insurance**; and
- (b) notified by you to the **Claims Administrator** during the **Period of Insurance**,

provided that the **Insured** was not aware before the commencement of the **Period of Insurance** of any facts that alerted the **Insured** or would have alerted a reasonable person in the same position that the **Claim** might arise (see Condition 2 and Exclusion 2.1.1 – 2.1.5).

3.2 This **Policy** also responds to "claims circumstances" notified by the **Insured** to the **Claims Administrator** during the **Period of Insurance** pursuant to section 40(3) of the Insurance Contracts Act 1984 (Cth), which provides:

'Where the insured gave notice in writing to the insurer of facts that might give rise to a claim against the insured as soon as was reasonably practicable after the insured became aware of those facts but before the insurance cover provided by the contract expired, the insurer is not relieved of liability under the contract in respect of the claim, when made, by reason only that it was made after the expiration of the period of insurance cover provided by the contract.'

3.3 This **Policy** also provides cover in relation to a **Claim** made by the **Insured** against another, but only if:

- 3.3.1 the **Insured** first become aware of facts and circumstances giving rise to the **Claim** during and not before the **Period of Insurance**; and
- 3.3.2 the **Insured** first notify the **Claims Administrator** of those facts and circumstances and their intention to make the **Claim** during the **Period of Insurance**.

3.4 This **Policy** does not provide cover for any legal costs or expenses that the **Insured** incurs before the **Claims Administrator** accepts the **Claim**.

3.5 Please note that, in addition to Condition 2, special conditions dealing with the reporting of claims apply to claims under the Statutory Licence Protection and Tax Disputes covers – see Sections 6 and 8 of "Insuring Clause".

4. Insured's Duty of Disclosure

- 4.1 Before the **Insured** enters into an insurance contract, they have a duty to tell us anything that the **Insured** knows, or could reasonably be expected to know, which may affect the decision to insure and on what terms.
- 4.2 The **Insured** have this duty until we agree to insure them.
- 4.3 The **Insured** has the same duty before **the Insured** renews, extends, varies or reinstates an insurance contract.
- 4.4 The **Insured** does not need to tell us anything that:
 - 4.4.1 reduces the risk we insure the **Insured** for; or
 - 4.4.2 is common knowledge; or

- 4.4.3 we know or should know as an insurer; or
- 4.4.4 we waive your duty to tell us about.
- 4.5 If the **Insured** does not tell us anything you are required to, we may cancel **this** contract or reduce the amount we will pay if the **Insured** makes a claim, or both.
- 4.6 If the **Insured's** failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

5 Material Alterations of Risk

- 5.1 The **Insured** shall throughout the **Period of Insurance** disclose to us as soon as reasonably practicable any material change in any fact, activity or circumstance as described in the Proposal.
- 5.2 The Insurer is entitled to refuse to cover the additional exposure or to charge a reasonable additional premium or, if the nature of the change in circumstances entails a substantially different risk, whether in type or degree, from that previously envisaged, to cancel the contract or reduce its liability.

6 Waived Recourse Rights

Please note that the **Policy** excludes any **Claim** or **Claims** where and to the extent the Insurer has or would have rights of recourse in respect of such **Claim** but the **Insured** have granted without the Insurer's prior consent a waiver of such recourse rights to others whether by express term or by reason of an assumption of liability under contract.

7 General Insurance Code of Practice, Complaints and Disputes

General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ("the Code"), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit www.codeofpractice.com.au.

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

Complaints and disputes

If you have any concerns or wish to make a complaint in relation to this policy, our services or your insurance claim, please let us know and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure. Please contact:

Claims matters

The claims officer you have been dealing with.

All other matters

Complaints Officer
Edge Underwriting
info@edgeunderwriting-com-au
08 9420 7900

We will acknowledge receipt of your complaint and do our utmost to resolve the complaint to your satisfaction within 10 business days.

If we cannot resolve your complaint to your satisfaction, we will escalate your matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

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

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

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

Telephone: 1800 931 678

Email: info@afca.org.au

Post: GPO Box 3 Melbourne VIC 3001

Website: www.afca.org.au

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

The Underwriters accepting this Insurance agree that:

- (i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- (ii) any summons notice or process to be served upon the Underwriters may be served upon:

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

who has authority to accept service on the Underwriters' behalf;

- (iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this Insurance immediate notice should be given to:

Proclaim Management Solutions Pty Ltd

Level 9, 271 Collins Street

Melbourne VIC 3000

legalexpenditures@proclaim.com.au

LMA5544

17 May 2021

8 Privacy

Edge Underwriting is committed to protecting the privacy of the personal information you provide to us. Edge Underwriting has implemented practices, procedures and systems to ensure that it collects, uses and retains your personal information in accordance with the Australian Privacy Principles.

We need to collect the personal information on the applicable proposal form to consider your application for insurance and to determine the premium (if your application is accepted) when you are applying for, changing or renewing an insurance policy with us. This information will also be used if you lodge a claim under your policy. We may also need to request additional information from you in connection with your application or a claim. If you do not provide us with this information, or any additional information we request, we may not be able to process your application or offer you insurance cover or respond to any claim. We may also need to use your personal information to comply with our legal obligations, for example laws relating to anti-money laundering.

We will usually collect personal information directly from you, or your broker, in different ways, including in writing, by telephone, by email, in person or over the internet. We may also collect your information from publically available sources of information, or from

other parties such as your professional advisers, other insurers, our business partners, government bodies and anyone that you have authorised us to deal with.

Any personal information collected and stored within Edge Underwriting is secured using industry standard technology and processes.

We may disclose the personal information we collect:

- To our relevant employees involved in delivering our services;
- If your insurance broker collects this form from you, to that broker;
- To facilitators such as legal firms, professional experts such as accountants, actuaries, engineers and technology experts;
- To the insurance companies with whom we transact business;
- To the Lloyd's Syndicates we represent (which are located in the United Kingdom);
- To insurance reference bureau or credit reference bureau;
- To reinsurers or reinsurance brokers (which may include reinsurers located outside of Australia).

Where we do disclose the information as above the recipient may hold the information in accordance with its own privacy statement / policies. Those may include, by way of example, disclosing the information to, and storage of that information by, its associated entities which may be located overseas. (It is not practicable to provide a list of the countries in which such overseas recipients are likely to be located). We may also be required to provide your personal information to others for purposes of public safety and law enforcement and if required by law or by a law enforcement body to do so.

You may request access to your personal information, and where necessary, correct any errors in this information (some restrictions and costs may apply). If you would like to access a copy of your personal information or you wish to correct or update your personal information, please also contact us on (08) 9420 7900.

By completing and returning the proposal form and/or providing us with any additional information in connection with your application, you agree to us using and disclosing your information as set out above. This consent to the use and disclosure of your personal information remains valid unless you alter or revoke it by giving us written notice.

If you wish to make a complaint about any breach by Edge Underwriting of the Australian Privacy Principles, please send us the complaint in writing to david.jones@edgeundwerwriting.com.au. We will acknowledge your complaint within 7 days and respond to your complaint within 30 days.

From time to time, we may use your personal information to send you details of new insurance products or other insurance related information that may be of interest to you. If you do not wish to receive such information, please advise us on (08) 9420 7900.

9 Code of Practice

This policy is compliant with the Insurance Council of Australia's General Insurance Code of Practice, apart from any claims adjusted outside Australia. Edge Underwriting Agency Pty Ltd and Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry

A copy of the code is available from the Insurance Council of Australia's website at www.ica.com.au or from the Code's dedicated website at www.codeofpractice.com.au.

DEFINITIONS (words with specific meaning)

In this Policy, unless the context otherwise requires, the following words and expressions shall bear the meaning set out below:

1. Advice Provider

means the person or company specified as 'Advice Provider' in the **Schedule** or appointed subsequently by the **Insurer**, who provides legal advice under this Policy on the **Insurer's** behalf.

2. ADR

means any form of legal dispute resolution alternative to or outside a proceeding in a **Court or Tribunal** agreed to by the **Insured** and **Claims Administrator**, including a mediation presided over by an independent mediator who is both accredited by LEADR, or

registered with or endorsed by the Law Society or corresponding body of the appropriate State, and agreed to by the **Insured** and the other party.

3. ADR Costs

Means the portion payable by the **Insured**, or for the purposes of Section of Cover 3 by the **Employee**, of the fees, charges, expenses and disbursements in connection with a **Claim** which have been reasonably and properly charged by a mediator and/or other person appointed for the purposes of **ADR** including a **Preferred Practitioner**.

4. Annual Aggregate Limit

means the amount specified as 'Annual Aggregate Limit' in the **Schedule** being the maximum the **Insurer** will pay for all **Claims** notified under this **Policy** during the **Period of Insurance**.

5. ATO

means the Australian Taxation Office or appropriate government authority or state authority or agency authorised to conduct the relevant activity.

6. ATO Investigation

means an investigation into the **Insured's** taxation affairs by the **ATO** under **Income Tax Legislation**.

7. Attendance Expenses

means, subject to a limit of AUD\$2,500 per **Legal Action**, the **Limit of Indemnity** and the **Annual Aggregate Limit**, the salary or wages up to AUD\$125 per person per day of an **Employee**, **Partner** or **Director** paid by the **Insured** for the period he or she is absent from work to attend a hearing before a **Court or Tribunal** at the request of the **Preferred Practitioner**:

7.1 as a witness on behalf of the **Insured** in a **Legal Action** in respect of a **Claim**; or

7.2 as a party to a **Legal Action** in respect of a **Claim**.

8. Business Premises

means the business premises for which the **Insured** is legally responsible and used by the **Insured** for the purposes of the **Normal Business Activities**.

9. Claim

means a claim of a kind described in the Sections of Cover under 'What is Covered' that:

9.1 is first made against the **Insured** or **Employee** during the **Period of Insurance** and notified by the **Insured** to the **Claims Administrator** before the end of the **Period of Insurance**; or

9.2 first comes to the knowledge of the **Insured** during the **Period of Insurance** and is first notified to the **Claims Administrator** before the end of the **Period of Insurance**;

and arises out of the **Normal Business Activities**.

10. Claims Administrator

means the entity specified as 'Claims Administrator' in the **Schedule** or appointed subsequently by the **Insurer**, which administers the **Insured's** claims under this **Policy** on the **Insurer's** behalf and to whom notification of a **Claim** must be made.

11. Competition and Consumer Act

means:

11.1 *Competition and Consumer Act 2010 (Cth)*;

11.2 any legislation of an Australian State or Territory to the extent that it concerns matters dealt with in the named legislation above.

12. 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.

- 13. Court or Tribunal**
means a court, tribunal or other statutory body of competent jurisdiction within the **Territorial Limits** as agreed to by the **Claims Administrator**.
- 14. Coverholder**
means Edge Underwriting Pty Ltd, which is the **Insurer's** agent for the purposes of this **Policy**.
- 15. Cth**
is an abbreviation for the Commonwealth of Australia.
- 16. Cyber Act**
means 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**.
- 17. Cyber Incident**
means:
17.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
17.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.
- 18. Declared and Accepted**
means declared by or on behalf of the **Insured** to the **Coverholder** for the purpose of coverage under the **Policy** and accepted by the **Coverholder**.
- 19. Director**
means a director or other board member of the **Insured** where the **Insured** is a company.
- 20. Discrimination Legislation**
means:
20.1 Age Discrimination Act 2004 (**Cth**), Disability Discrimination Act 1992 (**Cth**), Australian Human Rights Commission Act 1986 (**Cth**), Sex Discrimination Act 1984 (**Cth**), Racial Discrimination Act 1975 (**Cth**), Equal Opportunity for Women in the Workplace Act 1999 (**Cth**); or similar legislation; and
20.2 any legislation of an Australian State or Territory to the extent that it concerns matters dealt with in any of the named legislation above.
- 21. Director**
means a director or other board member of the **Insured** where the **Insured** is a company.
- 22. Employee**
means an existing or former employee of the **Insured**, and does not include a prospective employee.
- 23. Employee's Costs**
means the legal fees and disbursements and **ADR Costs** incurred by the **Employee** and charged by the **Employee's** solicitor in respect of the **Legal Action** and/or **ADR** and payable by the **Insured** in its capacity as employer, which have been incurred with the prior written consent of the **Claims Administrator** and whose reasonable amount is determined by taxation or assessment of costs or by agreement of the **Claims Administrator**, but excludes any such fees and disbursements and **ADR Costs** recovered by the **Employee**.
- 24. Excess**
means the amounts as specified in the **Schedule** or any endorsement which in respect of each claim under this **Policy** the **Insured** must bear before the **Insurer** is obliged to make any payment of indemnity.
- 25. First Period of Insurance**
means the period of insurance of the **Insured's** first Commercial Legal Expenses Insurance policy with the **Insurer** provided that the insurance was renewed continuously every year up to this **Policy**.
- 26. Fringe Benefits Dispute**

means a dispute with the **ATO** regarding the amount of tax payable by the **Insured** or an **Employee** under **Income Tax Legislation** in respect of fringe benefits where there are reasonable grounds for such dispute.

27 GST Dispute

means a dispute with the **ATO** regarding the amount of GST payable by the **Insured** where there are reasonable grounds for such dispute.

28 Income Tax Legislation

means The Income Tax Assessment Act 1936; The Income Tax Assessment Act 1997; The Fringe Benefits Tax Assessment Act 1986 and Fringe Benefits Act 1986; Taxation Administration Act 1953; Superannuation Guarantee Charge Act 1992; A New Tax System (Goods and Services Tax) Act 1999; and any other Commonwealth, State or Territory legislation dealing with income tax.

29 Inquiry

means any investigation, examination, inquiry, coronial inquest, royal commission or other proceeding ordered or commissioned by any statutory body of competent jurisdiction within the **Territorial Limits** as agreed to by the **Claims Administrator**.

30 Insured

means the policyholder specified as 'Insured' in the **Schedule**, whose registered office or principal trading address is within the **Territorial Limits**.

31 Insured's Costs

means the legal fees and disbursements payable by the **Insured** to the **Preferred Practitioner** in respect of the **Legal Action** or **ATO Investigation** and **ADR Costs**, which have been incurred with the prior written consent of the **Claims Administrator** and whose reasonable amount is determined by taxation or assessment of costs or by agreement of the **Claims Administrator**, but excludes any such fees and disbursements and **ADR Costs** recovered by the **Insured**.

32 Insurer

means Certain Underwriters at Lloyd's specified as 'Insurer' in the **Schedule**.

33 Legal Action

means:

33.1 a civil proceeding in a **Court or Tribunal**, including:

- (a) any necessary steps approved by the **Claims Administrator** taken before the commencement of that proceeding;
- (b) any appeal to a **Court or Tribunal** with the **Claims Administrator's** written consent;

33.2 in respect of Section of Cover 2.1 and 3, a criminal prosecution in a **Court or Tribunal**;

33.3 in respect of Section of Cover 7, any proceeding in the nature of an **Inquiry**;

33.4 in respect of Section of Cover 8, a proceeding in the appropriate forum for a **Fringe Benefits Dispute**, a **GST Dispute** or an **ATO Investigation**.

34 Limit of Indemnity

means the amount specified as 'Limit of Indemnity' in the **Schedule** being the maximum sum the **Insurer** will pay in connection with the one event or the one series of events attributable to a single source or cause or to a single set of circumstances, from which the **Excess** is deducted, and is subject always to the **Annual Aggregate Limit**.

35 Normal Business Activities

means the **Insured's Declared and Accepted** normal business activities.

36 Occupational Health and Safety Legislation

means:

36.1 Work Health and Safety Act 2011 (**Cth**);

36.2 any legislation of an Australian State or Territory to the extent that it concerns matters dealt with in the named legislation above.

- 37 Opponent**
means a party to a **Legal Action** other than the **Insured**, an **Employee**, **Partner** or **Director**.
- 38 Opponent's Costs**
means the legal fees and disbursements of the **Legal Action** incurred by the **Opponent** and payable by the **Insured** pursuant to a judgement of the **Court or Tribunal** or a settlement agreed to by the **Claims Administrator**, whose reasonable amount assessed on the standard basis is determined by taxation or assessment of costs or by agreement of the **Claims Administrator**.
- 39 Partner**
means where the **Insured** is a partnership, any of the partners within that partnership.
- 40 Period of Insurance**
means the period specified as 'Period of Insurance' in the **Schedule**.
- 41 Policy**
means the contract of insurance between the **Insurer** and the **Insured** as set out in this document and the **Schedule**.
- 42 Preferred Practitioner**
means the lawyers or suitably qualified tax advisers designated to act on behalf of the **Insured** in respect of the resolution of a **Claim**.
- 43 Privacy Act**
means:
43.1 Privacy Act 1988 (**Cth**);
43.2 any legislation of an Australian State or Territory to the extent that it concerns matters dealt with in the named legislation above.
- 44 Prospects of Success**
means in the **Preferred Practitioner's** reasonable opinion:
44.1 it is more probable than not that at a determination at a final hearing the **Insured** will be successful in obtaining the outcome in respect of the **Claim** that the **Insured** is seeking; and
44.2 the **Insured's** interests cannot be better achieved by other means.
- 45 Schedule**
means the Schedule to this **Policy**.
- 46 Statutory Licence**
means a **Declared and Accepted** licence issued under statute or statutory instrument or by government or local authority to the **Insured** where the licence is necessary for the **Normal Business Activities**.
- 47 Territorial Limits**
means the Commonwealth of Australia and its external territories and an Australian State or Territory.

Interpretation:

Reference to any statute or statutory provision and orders or regulations thereunder shall include a reference to that statute, provision, order or regulation as amended, re-enacted or replaced from time to time.

Unless the context otherwise requires reference to the singular includes the plural and the plural includes the singular.

Headings are for convenience only and do not affect the interpretation or form part of this policy.

<p>WHAT IS COVERED</p> <p>The Insurer will indemnify the Insured under the following Sections of Cover as are specified as covered in the Schedule, subject to the terms of this Policy and up to but not exceeding the Limit of Indemnity and the Annual Aggregate Limit:</p>	<p>WHAT IS NOT COVERED</p> <p>The following exclusions apply in respect of the following sections of cover:</p>
<p>1. Privacy</p> <p>The Insured's Costs, Attendance Expenses and Opponent's Costs of a Legal Action in respect of:</p> <p>1.1 a Claim against the Insured for breach of the Privacy Act; or</p> <p>1.2 a Claim by the Insured being an appeal against an enforcement notice, declaration, determination or other notice relating to interferences with privacy issued under the Privacy Act following the Insured's receipt of such a notice.</p>	<p>1. Privacy</p> <p>Any Claim arising from or relating to:</p> <p>1.1. a failure to respond to any notice served under the Privacy Act;</p> <p>1.2. a wilful failure to comply with any legislative requirement about the processing of sensitive information;</p> <p>1.3. the cost associated with any Legal Action concerning the grant and/or execution of a warrant of entry; and</p> <p>1.4. the payment of any civil penalty.</p>
<p>2. Prosecution Defence for the Insured</p> <p>2.1 The Insured's Costs and Attendance Expenses of a Legal Action against the Insured being a criminal prosecution, including under the Competition and Consumer Act, arising from a Claim of an alleged act or omission by the Insured; or</p> <p>2.2 The Insured's Costs and Attendance Expenses of a Legal Action in respect of a Claim being a review of, or appeal against, improvement, prohibition and non-disturbance notices served on the Insured under the Occupational Health and Safety Legislation.</p>	<p>2. Prosecution Defence for the Insured</p> <p>Any Claim arising from or relating to:</p> <p>2.1. the ownership, possession, hire or use of a motor vehicle, aircraft or marine craft;</p> <p>2.2. allegations of:</p> <p>2.2.1. intentional obstruction of a person in the execution of an authorisation order issued under the Privacy Act; and/or</p> <p>2.2.2. failure to give a person executing such an authorisation order the assistance that is reasonably required for its execution;</p> <p>2.3. allegations of manslaughter or murder;</p> <p>2.4. prosecution for offences against the person including offences of a sexual nature;</p> <p>2.5. drugs, alcohol, indecent or obscene materials, or immigration;</p> <p>2.6. income tax;</p> <p>2.7. superannuation contributions under the Superannuation Industry (Supervision) Act 1993 (Cth).</p> <p>2.8. allegations of fraud, dishonesty, bribery, intentional violence or any deliberate criminal or dishonest act or omission by the Insured.</p>

<p>3. Employee Protection</p> <p>An Employee's Costs and the Insured's Attendance Expenses of a Legal Action against that Employee being a criminal prosecution, including under the Competition and Consumer Act, arising from a Claim relating to an alleged act or omission in the course of his or her duties as an Employee of the Insured.</p>	<p>3. Employee Protection</p> <p>Any Claim arising from or relating to:</p> <ul style="list-style-type: none"> 3.1. the ownership, possession, hire or use of a motor vehicle; 3.2. allegations of: <ul style="list-style-type: none"> 3.2.1. intentional obstruction of a person in the execution of an authorisation order issued under the Privacy Act; and/or 3.2.2. failure to give a person executing such a warrant the assistance that is reasonably required for its execution; 3.3. matters which do not relate to the Employee's duties as an Employee of the Insured; 3.4. allegations of manslaughter or murder; 3.5. drugs, alcohol, indecent or obscene materials, or immigration. 3.6. income tax; 3.7. allegations of fraud, dishonesty, bribery, intentional violence or any deliberate criminal or dishonest act or omission by the Employee.
<p>4. Property Protection</p> <p>The Insured's Costs, Attendance Expenses and Opponent's Costs of a Legal Action by the Insured against an Opponent in respect of a Claim relating to an act or omission by that Opponent in relation to the Business Premises or goods owned by the Insured which results in, or is likely to result in, uninsured financial loss to the Insured resulting from physical damage to that property.</p>	<p>4. Property Protection</p> <p>Any Claim arising from or relating to:</p> <ul style="list-style-type: none"> 4.1. a contract between the Insured and a third party; 4.2. a lease or licence to occupy land or buildings; 4.3. a dispute over the possession of or right to occupy land and/or any building; 4.4. goods in transit; 4.5. goods the Insured has hired from or lent to third parties; 4.6. goods at premises other than the Business Premises unless they are to be installed at those premises or to be used in work carried out by the Insured; 4.7. a motor vehicle belonging to the Insured or in the Insured's possession except whilst on the Business Premises; 4.8. any dispute relating to tax, planning or building regulations or decisions or compulsory purchase orders.

<p>5. Tenancy Disputes</p> <p>The Insured's Costs, Attendance Expenses and Opponent's Costs of a Legal Action:</p> <p>5.1 by the Insured against the Insured's landlord or against the Insured by the Insured's landlord in respect of a Claim for breach of the terms contained within the lease or tenancy agreement applying to the Business Premises;</p> <p>5.2 by the Insured in respect of a Claim for breach of the terms contained within a lease or tenancy agreement granted to the tenant by the Insured where the Insured's Normal Business Activities are those of a commercial landlord;</p> <p>5.3 brought against the Insured by a tenant in respect of a Claim for breach of the terms contained within a lease or tenancy agreement granted to the tenant where the Insured's Normal Business Activities are those of a commercial landlord.</p>	<p>5. Tenancy Disputes</p> <p>Any Claim arising from or relating to:</p> <p>5.1. the amount, payment or non-payment of rent or other payments due under the terms of the lease, licence or tenancy agreement between the Insured and its landlord;</p> <p>5.2. the renewal of a lease or tenancy agreement or any dispute arising during a rent review period.</p>
<p>6. Statutory Licence Protection</p> <p>The Insured's Costs, Attendance Expenses and Opponent's Costs of a Legal Action in respect of a Claim being an appeal against suspension, revocation, alteration of the terms of or refusal to renew a Statutory Licence, provided that the Insured has, or is likely to suffer, a financial loss, if the appeal is not brought.</p> <p>Conditions:</p> <p>In addition to the General Conditions, the Insured must immediately contact the Advice Provider quoting the policy number and follow the advice given and procedures laid down by the Advice Provider after becoming aware of any threatened suspension, revocation, alteration of the terms of or refusal to renew a Statutory Licence.</p>	<p>6. Statutory Licence Protection</p> <p>Any Claim arising from or relating to:</p> <p>6.1. an original application for or standard renewal of a licence;</p> <p>6.2. an appeal relating to the ownership, driving or use of a motor vehicle;</p> <p>6.3. an appeal where the insured has already appealed in the twelve months prior to inception of the Policy;</p> <p>6.4. an alteration, or refusal to renew, a Statutory Licence, which is imposed by legislation.</p>
<p>7. Inquiry Protection</p> <p>The Insured's Costs and Attendance Expenses of a Claim being an Inquiry, excluding those recoverable under any other Section of this Policy.</p>	<p>7. Inquiry Protection</p> <p>Any claim arising from or relating to:</p> <p>7.1. routine supervision, inspection, compliance or similar review of an Insured undertaken by any regulatory (including self-regulatory), professional, statutory or official body or institution; or</p> <p>7.2. investigation of industry-wide violations (as opposed to specific investigations of an Insured).</p>

<p>8. Tax Disputes and Investigations</p> <p>8.1 The Insured's Costs and Attendance Expenses of a Legal Action arising directly from:</p> <p>8.1.1 a GST Dispute with the ATO in respect of a Claim by the ATO for additional amounts of GST where there are reasonable prospects of the Insured obtaining a financial benefit. For the purpose of this clause, the Claim is first made against the Insured on the earliest of the following:</p> <p>(a) the date on which the ATO requests a meeting with the Insured or enters the Insured's premises or expresses dissatisfaction with any of the Insured's GST returns in writing;</p> <p>(b) the date on which the Insured or his or her adviser first became aware, or could reasonably have become aware, that a GST Dispute was likely to arise with the ATO; or</p> <p>(c) the date on which the Insured is served with a notice of assessment or amended notice of assessment relating to the additional amounts of GST;</p> <p>8.1.2 a Fringe Benefits Dispute in respect of a Claim by the ATO for additional amounts of tax within the meaning of Income Tax Legislation. For the purpose of this clause, the Claim is first made against the Insured on the earliest of:</p> <p>(a) the date on which the ATO expresses dissatisfaction with the amounts of PAYG or FBT (as those terms are defined in Income Tax Legislation) paid by the Insured or his or her returns relating to PAYG or FBT; or</p> <p>(b) the date on which the ATO starts an investigation into the accuracy of PAYG or FBT returns or information or into the Insured's liability or that of an Employee to pay additional tax because of alleged inaccuracies in such returns or information.</p> <p>8.2 The Insured's Costs and Attendance Expenses arising directly from an ATO Investigation in respect of a Claim being a notification from the ATO that it is taking action, carrying out an investigation or making an inquiry under the provisions of Income Tax Legislation.</p> <p>Conditions:</p> <p>8.3 In addition to the General Conditions, the Insured must contact the Advice Provider as soon as possible after the Claim is first made and comply with the advice given by the Advice Provider;</p> <p>8.4 The Insured must have maintained and must continue to maintain accurate, truthful and up to date records and make returns in due time in accordance with statute and</p>	<p>8. Tax Disputes and Investigations</p> <p>8.1. Costs incurred in dealing with routine matters which do not fall within a Claim by the ATO in respect of a GST Dispute, Fringe Benefits Dispute or ATO Investigation (including but not limited to a BAS audit/Superannuation Fund audit/payroll tax audit visit);</p> <p>8.2. In respect of only an ATO Investigation:</p> <p>8.2.1. costs arising after the issue of a notice under Income Tax Legislation notifying the Insured that the investigation has been completed; and/or</p> <p>8.2.2. costs arising directly from an amendment under Income Tax Legislation; and/or</p> <p>8.2.3. costs incurred otherwise than wholly in connection with an ATO Investigation into the Insured's business income or profits. Where appropriate the Preferred Practitioner's fees will be apportioned.</p> <p>8.3. Any Claim where:</p> <p>8.3.1. deliberate mis-statements have been made in respect of accounts, returns or any other submissions made to the relevant authorities with intent to deceive;</p> <p>8.3.2. the Insured has failed to notify his or her business status to the relevant authorities within a required statutory period;</p> <p>8.3.3. there has been a failure to maintain or submit accurate, truthful and up-to-date records and returns or a failure to observe statutory time limits or requirements;</p> <p>8.3.4. a false representation has been made either knowingly or without belief in its truth and this has resulted in a mis-statement of amounts payable, expenses claimed, income or profits chargeable or losses allowable for tax or contributions purposes or of expenses payments made;</p> <p>8.4. Any Claim arising from or relating to:</p> <p>8.4.1. an investigation or inquiry by the Prosecutions Division of the ATO or following the transfer of an inquiry to that Division;</p> <p>8.4.2. avoidance schemes relating to tax or superannuation contributions under the Superannuation Industry (Supervision) Act 1993 (Cth); and/or</p> <p>8.4.3. GST refunds in countries outside Australia or Import GST.</p>
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<p>accounting conventions acceptable to the ATO where applicable and have made all returns and payments except those which are disputed and provided information to relevant authorities in due time;</p> <p>8.5 The Insured must either directly or by the Preferred Practitioner provide information to the ATO in due time and must comply with any statutory notice requesting information which is not the subject of an appeal;</p> <p>8.6 The Insured must either directly or by his or her Preferred Practitioner immediately notify the Claims Administrator in writing of any invitation by the ATO to make an offer in settlement; and</p> <p>8.7 In respect of an ATO Investigation the Insured must procure that the Preferred Practitioner provide to the Claims Administrator a copy of relevant correspondence between the ATO, the Preferred Practitioner and the Insured (including the notice of investigation) together with copies of the accounts, tax computations and returns giving rise to the investigation.</p>	
<p>9. Personal Injury</p> <p>The Insured's Attendance Expenses of a Legal Action by an Employee in respect of a Claim against anyone other than the Insured arising from an incident which causes death or personal injury to the Employee while in the course of the Employee's employment by the Insured.</p>	
<p>10. Discrimination Protection</p> <p>The Insured's Costs, Attendance Expenses and Opponent's Costs of a Legal Action against the Insured by an Opponent in respect of a Claim or infringement of his or her rights under Discrimination Legislation.</p>	<p>10. Discrimination Protection</p> <p>Any Claim arising from or relating to deliberate discrimination amounting to unlawful discrimination.</p>

<p>11. Contract</p> <p>The Insured's Costs, Attendance Expenses and Opponent's Costs of a Legal Action by or against the Insured in respect of a Claim arising from a dispute between the Insured and his or her customer or supplier about a written agreement or contract for the supply of goods or services. The dispute must be such that the amount in dispute exceeds the jurisdictional Small Claims limit of any Court or Tribunal having jurisdiction to deal with Small Claims in the State or Territory in which the action is brought.</p> <p>The facts and circumstances giving rise to the dispute must first occur at least 90 days after the start of the First Period of Insurance.</p>	<p>11. Contract</p> <p>11.1. Any Claim arising from or relating to:</p> <p>11.1.1. the recovery of a debt from a customer or supplier where that customer or supplier does not dispute that the money is lawfully owed to the Insured;</p> <p>11.1.2. a dispute between a landlord and tenant or licensor and licensee;</p> <p>11.1.3. the sale, lease, service, repair or test of a motor vehicle;</p> <p>11.1.4. a contract of employment;</p> <p>11.1.5. a dispute about securities, bills of exchange, goodwill, credit, guarantees, assignment, agency, franchisement or bailment;</p> <p>11.1.6. the sale or purchase of real property;</p> <p>11.1.7. construction contracts;</p> <p>11.1.8. computer software operating systems and packaged software tailored by a supplier to the Insured's special order.</p> <p>11.2. Any Claim arising from an arbitration clause in a contract unless the Claims Administrator has agreed in writing to accept the Claim.</p>
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The Following Exclusions Apply to the Whole Policy

1. Excess and Various Liabilities

The **Insurer** will not pay for:

- 1.1. the **Excess**;
- 1.2. compensation, damages, interest, penalties or taxes which the **Insured** or his or her **Employees, Partners or Directors** are ordered or agree to pay.

2. Excluded Claims

- 2.1. Any **Claim**:
 - 2.1.1. notified to the **Claims Administrator** after the **Period of Insurance** expires;
 - 2.1.2. where the **Insured's** delay during the **Period of Insurance** in notifying the **Claims Administrator** has prejudiced the **Insurer's** position, but only to the extent of such prejudice;
 - 2.1.3. arising from an event, fact or circumstance which happens, or a series of events, facts or circumstances which starts, before the **First Period of Insurance**;
 - 2.1.4. where, before the commencement of the **Period of Insurance**, the **Insured** was aware, or should have been aware, that a **Claim** was likely to be made;
 - 2.1.5. where, before the commencement of the **Period of Insurance**, the **Insured** was aware of facts and circumstances that might give rise to a **Claim**;
 - 2.1.6. arising from driving a motor vehicle without a valid licence and/or insurance;
 - 2.1.7. more specifically insured or any amount that the **Insured** cannot recover from a more specific insurance because the insurer refuses the claim for indemnity under the other insurance;
 - 2.1.8. in respect of which the **Insured** is indemnified or is entitled to be indemnified under any contract of insurance;
 - 2.1.9. in respect of which the **Insured** is indemnified or entitled to indemnity under an insurance contract not entered into by the **Insured** or that the **Insured** was required to enter into by or under a law;
 - 2.1.10. where the **Insured** has admitted liability or pled guilty without the **Claims Administrator's** consent;
 - 2.1.11. where no **Court or Tribunal** will or would entertain a hearing on the substantive merits of the dispute or which is otherwise not within the jurisdiction of a **Court or Tribunal**.
- 2.2. Any claim for indemnity under the **Policy** which is false, fraudulent or exaggerated.
- 2.3. Any **Claim** concerning or arising from:
 - 2.3.1. anything to do with building, rebuilding, converting or extending all or part of a building;
 - 2.3.2. a dispute about a licence to occupy property;
 - 2.3.3. a dispute relating to rights under a franchise agreement entered into by the **Insured**;
 - 2.3.4. a tax or levy relating to the **Business Premises**;
 - 2.3.5. works by or under the order of any government, public or local authority;
 - 2.3.6. planning laws and regulations;
 - 2.3.7. patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements and passing off;
 - 2.3.8. a manufacturer's warranty or guarantee;
 - 2.3.9. subsidence, land heave, land slip, mining or quarrying;

- 2.3.10. libel, slander, defamation or malicious falsehood;
 - 2.3.11. a dispute between the **Insured**, **Coverholder**, **Claims Administrator**, **Advice Provider** and/or **Insurer** about this **Policy**;
 - 2.3.12. any dispute between the **Insured** and any parent, subsidiary or associated company, or any partner or company or trust operated or controlled by the **Insured**;
 - 2.3.13. any statute relating to Worker's Compensation;
 - 2.3.14. an application for judicial review;
 - 2.3.15. the deliberate, conscious or intentional or reckless or negligent disregard by the **Insured** of the need to take all reasonable steps to avoid and prevent claims or legal proceedings. For the purposes of this clause 2.3.15 'reasonable' shall be assessed by the standards of a reasonable person carrying on the **Business Activities** of the **Insured**;
 - 2.3.16. wilful breach of duty or a dishonest, fraudulent, reckless or malicious act or omission or other act committed with criminal intent by the **Insured**.
- 2.4. Any **Claim** directly or indirectly caused by or contributed to or arising from:
 - 2.4.1. any software, stored program, computer, device or system failing (or partly failing) because of a date-based event;
 - 2.4.2. pressure waves caused by aircraft or any other airborne device travelling at sonic or supersonic speed;
 - 2.4.3. confiscation, nationalisation, compulsory purchase, requisition, destruction of or restrictions or controls placed on or damage to property by or under the order of any government or public or local authority.
 - 2.5. Any civil claim against the **Insured** arising from:
 - 2.5.1. the death or injury to any person including (without limitation) any sickness, disease or any naturally occurring condition or degenerative process;
 - 2.5.2. the loss destruction or damage to property owned or occupied by or under the control of a third party.

3. Excluded Insured's Costs, Attendance Expenses and Opponent's Costs

All Insured's Costs, Attendance Expenses and Opponent's Costs:

- 3.1. associated with an appeal unless:
 - 3.1.1. the appeal relates to a **Claim** that the **Insurer** has already covered under this **Policy**; and
 - 3.1.2. the **Insured** notifies the **Claims Administrator** in writing that the **Insured** wants to appeal at least six working days before the **Insured** is required to give notice of appeal; and
 - 3.1.3. the **Claims Administrator** considers that the appeal has **Prospects of Success**;
- 3.2. of any private prosecution;
- 3.3. that the **Insured** pays or agrees to pay before the **Claims Administrator** has accepted the **Insured's** claim for indemnity in writing;
- 3.4. greater than agreed by the **Claims Administrator**;
- 3.5. arising from the **Insured** entering into any form of litigation funding without obtaining the **Claims Administrator's** consent in writing first;
- 3.6. arising from the **Insured's** or **Preferred Practitioner's** unreasonable behaviour or failing;
- 3.7. arising from breach of the **Insured's** duties under this **Policy** or acts of the **Insured** or the **Preferred Practitioner** that cause prejudice to the **Insurer**;
- 3.8. arising from the **Insured** acting against or differently from the advice of the **Preferred Practitioner**;

- 3.9. of or relating to any security for costs the **Insured** is ordered to pay or agrees to pay; and
- 3.10. incurred in unnecessary correspondence.

4. Claims not arising from Normal Business Activities

This **Policy** does not provide cover in relation to **Claims** not arising out of the **Normal Business Activities**.

5. Professional Negligence Claims

This **Policy** does not provide cover in relation to **Claims** against the **Insured** or any **Partner, Director** or **Employee** for alleged negligent act, error or omission of a type normally covered under professional indemnity, directors and officers, management liability or similar insurance.

6. War and Terrorism Exclusion Endorsement

- 6.1. Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
 - 6.1.1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
 - 6.1.2. any act of terrorism.
For the purpose of this endorsement an act of terrorism means 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, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- 6.2. This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.
- 6.3. If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.
- 6.4. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

NMA2918
08/10/2001

7. War and Civil War Exclusion Clause

- 7.1. Notwithstanding anything to the contrary contained herein this **Policy** does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

NMA0464
01/01/1938

8. Biological or Chemical Materials Exclusion

8.1. It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

NMA2962
06/02/2003

9. Sanction Limitation and Exclusion Clause

9.1. No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any **Claim** or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA3100
15 September 2010

GENERAL CONDITIONS

1. Premium

The **Insured** must pay the relevant premium by the due date shown on the **Schedule** otherwise this **Policy** may be cancelled.

2. Reporting of Claims

- 2.1 This is a "claims made and notified" legal expenses insurance which means that, subject to the terms of this **Policy** as a whole, the following conditions apply:
- 2.2 In respect of a **Claim** against the **Insured** or an **Employee**, the **Insured** is covered under the relevant Section of Cover only if:
 - 2.2.1 the **Claim** is first made against the **Insured** or **Employee** during the **Period of Insurance**; and
 - 2.2.2 the **Insured** notifies the **Claims Administrator** of the **Claim** before the expiration of the **Period of Insurance**.
- 2.3 In respect of a **Claim** by the **Insured**, subject to the terms of this **Policy**, the **Insured** is covered under the relevant Section of Cover only if:
 - 2.3.1 the **Insured** first becomes aware of the facts and circumstances which might give rise to the **Claim** during the **Period of Insurance**; and
 - 2.3.2 the **Insured** notifies the **Claims Administrator** of those facts and circumstances and the **Insured's** intention to make the **Claim** before the expiration of the **Period of Insurance**.
- 2.4 The **Insured** must notify the **Claims Administrator** by e-mail or post to the address stated in the **Schedule** immediately upon becoming aware of the **Claim** or facts and circumstances, as relevant. Delay may prejudice the **Insured's** legal position. If the **Insured** is in any doubt about the **Insured's** need to notify a **Claim** under this insurance or the **Insured's** eligibility to make a claim in respect of such a **Claim**, then the **Insured** should contact the **Claims Administrator**.
- 2.5 The **Insured** will be sent a claim form. The **Insured** must fill this in fully and truthfully and return it to the **Claims Administrator** and give the **Claims Administrator**, at the **Insured's** own cost, any documentation, evidence, or other

information that the **Claims Administrator** may reasonably need in order to assess the **Claim**, including a copy of the **Schedule**.

- 2.6 To enable the **Claims Administrator** to assess the **Claim** the **Insured** must tell the **Preferred Practitioner** to:
 - 2.6.1 provide the **Claims Administrator**, as soon as reasonably possible, with:
 - 2.6.1.1 his or her views on the merits of the **Claim** and the strategies and timelines to resolve the **Claim**;
 - 2.6.1.2 his or her detailed estimate of the **Insured's Costs** and **Opponent's Costs** of the **Claim**; and
 - 2.6.1.3 any information, document or file (including the **Insured's** solicitor's or tax adviser's files) relating to the **Claim**, whether or not privileged, that the **Claims Administrator** may ask for.
- 2.7 The **Insured** must also give the **Claims Administrator** immediate notice of any proceedings brought against the **Insured**, contemplated by the **Insured** or believed by the **Insured** to be considered by a third party and any summons or other process served or threatened to be served on the **Insured** and/or any other incident or circumstance which may give rise to a **Claim**.

3. **Observance**

The due observance and fulfilment of the terms, conditions and endorsements of this **Policy** insofar as they relate to anything to be done or complied with by the **Insured** shall be conditions of any liability of the **Insurer** to make any payment under this **Policy**.

4. **Acceptance of a claim**

- 4.1 The **Insurer** will only make any payment under this **Policy** after the **Claims Administrator** accepts the **Insured's** claim in writing and the **Preferred Practitioner** confirms in writing that he or she will co-operate with the **Insured** to keep to the terms of this **Policy**.
- 4.2 The **Claims Administrator** will accept the **Insured's** claim only if there are **Prospects of Success**.
- 4.3 The **Insurer** will only meet the **Insured's Costs** and **Attendance Expenses** of the **Claim** which have been agreed in advance by the **Claims Administrator** as to both amount and purpose.
- 4.4 If at any stage the **Preferred Practitioner** considers that the **Claim** does not have **Prospects of Success**, the **Insured** will be given an explanation of the decision in writing. The **Insurer** will not provide any further cover for the **Claim**.
- 4.5 If the **Insured** disagrees with the **Preferred Practitioner's** opinion, the **Insured** can refer the matter under the Enquiries, Complaints or Disputes procedure.

5. **Appointment of Preferred Practitioner and Conduct of Claims**

- 5.1 The **Claims Administrator** will appoint the **Preferred Practitioner** to act on behalf of the **Insured** in the resolution of a **Claim**.
- 5.2 The **Insured** will authorise and request the **Preferred Practitioner** to:
 - 5.2.1 provide the **Claims Administrator**, as soon as reasonably possible, with:
 - 5.2.1.1 their views on the merits of the **Claim** and the strategies and timelines to resolve the **Claim**;
 - 5.2.1.2 their detailed estimate of the **Insured's Costs** and **Opponent's Costs** of the **Claim**; and
 - 5.2.1.3 any information, document or file (including the **Preferred Practitioner's** files) relating to the **Claim**, whether or not privileged, that the **Claims Administrator** may ask for,
 - 5.2.2 keep the **Claims Administrator** fully updated during the **Claim**:
 - 5.2.2.1 on the progress of the **Claim**, including any offers to settle;

- 5.2.2.2 of any change in their views on the merits of the **Claim**; and
- 5.2.2.3 of any change to their estimate of **Insured's Costs** and **Opponent's Costs**.
- 5.3 The **Insured** will co-operate at all times with:
 - 5.3.1 the **Claims Administrator** and reply promptly to any correspondence about the **Claim**; and
 - 5.3.2 the **Preferred Practitioner** and provide them with all information that they need and attend meetings and hearings whenever the **Insured** is asked to.
- 5.4 In the event that the **Claims Administrator** considers it appropriate to refer an issue for expert determination, the **Claims Administrator** will nominate the expert to be appointed for that purpose.
- 5.5 In the event that the **Claims Administrator** considers if appropriate to brief counsel, the **Claims Administrator** will nominate the counsel to be appointed for that purpose.
- 5.6 The **Claims Administrator**, or its agents, may investigate the **Claim**. At its absolute discretion, the **Insurer** may, after considering all the circumstances of the **Claim**, pay the **Insured** an amount equal to the **Claims Administrator's** reasonable estimate of the value of the indemnity instead of providing cover for the costs.
- 5.7 The **Insured** or the **Preferred Practitioner** must immediately write to tell the **Claims Administrator** of any offer made to settle the **Claim** including offers relating to costs. The **Insured** must not accept any offers without getting the permission of the **Claims Administrator** first. The **Claims Administrator** will not withhold consent in relation to an offer that a reasonable solicitor would recommend to a private client who is paying his or her own fees. If the **Insured** does not accept an offer the **Claims Administrator** considers reasonable, the **Insurer** will not pay any further costs.
- 5.8 If the **Insured** withdraws from or discontinues the **Claim** without getting the permission of the **Claims Administrator** in writing first then the **Insurer** will not pay any costs and will be entitled to recover from the **Insured** any **Insured's Costs**, **Attendance Expenses** and **Opponent's Costs** paid before the withdrawal or discontinuance. The **Claims Administrator** will not withhold permission in relation to a withdrawal or discontinuance that a reasonable solicitor would recommend to a private client who is paying his or her own fees.
- 5.9 All accounts for **Insured's Costs**, **Attendance Expenses** and **Opponent's Costs** payable under this **Policy** must be submitted to the **Claims Administrator** immediately upon receipt.
- 5.10 If any payment in respect of **Insured's Costs**, **Attendance Expenses** or **Opponent's Costs** is made under this **Policy** the **Insurer** will be subrogated to the **Insured's** rights of recovery. The **Insured** will not enter into any agreement, arrangement or understanding which has the effect of limiting or compromising the **Insurer's** rights of subrogation. The **Claims Administrator** may exercise the **Insurer's** subrogation rights as agent of the **Insurer**.
- 5.11 If the **Insured** is dissatisfied with any decision made by a **Court or Tribunal** and decides to appeal against that decision, the **Insured** must request the written consent of the **Claims Administrator** no later than 6 business days prior to the expiry of the time for making an appeal. The **Claims Administrator** shall provide consent only if the appeal has **Prospects of Success**.
- 5.12 If the **Claims Administrator** is dissatisfied with any decision made by a **Court or Tribunal** and wishes to appeal against that decision, the **Insured** will co-operate with the **Claims Administrator** in making such an appeal. In this event, the **Insurer** agrees to pay 100% of the **Insured's Costs** and **Opponent's Costs** up to the **Limit of Indemnity**, subject to the **Annual Aggregate Limit** and the terms of the **Policy**.

6. Assessment and Recovery of Costs

- 6.1 If the **Claims Administrator** asks, the **Insured** must instruct the **Preferred Practitioner** to send all of his or her files and any bill of costs for taxation or assessment by a court or certification by the appropriate professional body or auditing by cost consultants appointed by the **Claims Administrator**.
- 6.2 The **Insured** must:

- 6.2.1 take reasonable steps to recover all costs awarded or agreed to be paid to the **Insured**; and
- 6.2.2 immediately pay the **Claims Administrator** any **Insured's Costs** recovered, or instruct the **Preferred Practitioner** to do so.
- 6.3 If the **Insured** pays or agrees to pay costs above the **Limit of Indemnity** in order to resolve a **Legal Action** or **Claim**, any costs awarded or agreed to be paid to the **Insured** will be divided between the **Insurer** and the **Insured** to reflect the proportion of costs that both the **Insurer** and the **Insured** have paid or, but for the recovery of costs from an **Opponent**, would be liable to pay. The **Insured** will pay the **Claims Administrator** or instruct the **Preferred Practitioner** to pay to the **Claims Administrator** the amount that is due to the **Insurer** immediately.
- 6.4 The amount of any payment made under the Policy will be reduced by the amount of any Input Tax Credit that the **Insured** is, or will be, entitled to under A New Tax System (Goods and Services Tax) Act 1999 in relation to that acquisition, whether or not that acquisition is made.

7. Notification of Alteration in Risk

The **Insured** must notify the **Coverholder** immediately of any alteration in risk which materially affects this **Policy**. The **Insured** must also declare information in the form and at the intervals the **Claims Administrator** specifies and the **Insured** will pay such additional premium to, or receive a refund of premium from, the **Insurer** as the case may be.

8. Insolvency

The **Insurer** is not obliged to indemnify if, at any time, the **Insured** is made bankrupt or goes into liquidation or files a bankruptcy petition or winding up petition or makes an arrangement with the **Insured's** creditors or enters into a deed of arrangement or part or all of the **Insured's** affairs or property are in the control of a receiver or administrator.

9. Agreement

The **Insurer** is not bound by any agreement that the **Insured** or the **Preferred Practitioner** makes without the **Claims Administrator's** prior approval or permission.

10. Waiver

If the **Insurer** waives any right or breaches any term of this **Policy**, this will not waive any other right or later breach.

11. Transferring the Insured's Rights

The **Insured** cannot transfer the **Insured's** rights under this **Policy**.

12. Other Parties and Interests

The **Insurer** will not indemnify anyone not named as an insured.

13. Cancellation

The **Insurer** may cancel this **Policy** in accordance with Sections 59 and 60 of the Insurance Contracts Act 1984 (**Cth**) by giving the appropriate notice to the **Insured**.

14. Several Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

08/94
LSW1001 (Insurance)

15. Cyber Clarification Clause

we will pay any otherwise covered **Claim** under this **Policy** where the corresponding **Legal Action** or **Inquiry** results from a **Cyber Act** or **Cyber Incident**, subject always to the **Policy's** full terms, conditions, limitations and exclusions.

IMPORTANT NOTE:

You are advised to read this policy carefully, particularly the exclusions, conditions and limitations.

Should you have any queries about the cover provided please do not hesitate to contact Edge Underwriting who will be pleased to assist with your query.

Edge Underwriting is the appointed insurance intermediary.

In arranging this Insurance Edge Underwriting is acting as agent for the Insurer and not as your agent. Edge Underwriting acts under a binding authority given by the Insurer to arrange, issue and administer policies. When acting under that authority Edge Underwriting acts as an underwriting agency on behalf of the Insurer and not for you. Edge Underwriting is not the Insurer for this contract and they are not liable for any loss or claim. The Insurer is clearly shown on the Schedule.



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