



LLOYD'S Coverholder

LEXi
Legal Expenses Insurance
for Strata Corporations
POLICY WORDING
EDGE_LEXi_20251001_(Strata)

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 Tax Dispute cover – see Section 5 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
legalexperiences@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 publicly 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@edgeunderwriting.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. 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.
- 2. ADR Costs**
Means the portion payable by the **Insured**, or for the purposes of Section of Cover 4 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**.
- 3. 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.
- 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. Claim**
means a claim of a kind described in the Sections of Cover under 'What is Covered' that:

 - 8.1 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
 - 8.2 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**.
- 9. 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.

10. **Common Assets**
means personal property held by or on behalf of the **Insured** for the benefit of any **Owner**.
11. **Common Property**
means land (including buildings thereon) or an interest in land shown on a property plan that is not property of any individual **Owner**.
12. **Competition and Consumer Act**
means:
- 12.1 *Competition and Consumer Act 2010 (Cth)*;
- 12.2 any legislation of an Australian State or Territory to the extent that it concerns matters dealt with in the named legislation above.
13. **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.
14. **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**.
15. **Coverholder**
means Edge Underwriting Pty Ltd, which is the **Insurer's** agent for the purposes of this **Policy**.
16. **Cth**
is an abbreviation for the Commonwealth of Australia.
17. **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**.
18. **Cyber Incident**
means:
- 18.1 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
- 18.2 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**
19. **Damages**
means those damages referred to in Insuring Clause 3.2, including interest, but excluding:
- 19.1 any salary, wages, pensions, benefits or other amounts payable by the **Insured** pursuant to **Employment Legislation** or the terms of the **Employee's** contract of employment with the **Insured**;
- 19.2 redundancy payments;
- 19.3 back pay;
- 19.4 fines or penalties;
- 19.5 aggravated, punitive or exemplary damages;

- 19.6 non-monetary obligations;
- 19.7 any payments arising from breach of express obligations to make payments in the event of termination of employment, whether under statute, award or contract.
- 20. Director**
means a director or other board member of the **Insured** where the **Insured** is a company.
- 21. Discrimination Legislation**
means:
- 21.1 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
- 21.2 .any legislation of an Australian State or Territory to the extent that it concerns matters dealt with in any of the named legislation above.
- 22. Dismissal**
means the termination of an **Employee's** contract of employment with the **Insured** either by the **Insured** or by expiry of a 'fixed term employment contract' which is not renewed.
- 23. Employee**
means an existing or former employee of the **Insured**, and does not include a prospective employee.
- 24. 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**.
- 25. Employment Legislation**
means:
- 25.1 Fair Work Act 2009 (**Cth**);
- 25.2 Employment Protection Act 1982 (NSW);
- 25.3 Work Health and Safety Act 2011 (**Cth**); and
- 25.4 any legislation of an Australian State or Territory to the extent that it concerns matters dealt with in the named legislation above.
- 26. 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.
- 27. First Period of Insurance**
means the period of insurance of the **Insured's** first LEXi Strata Legal Expenses Insurance policy with the **Insurer** provided that this **Policy** was renewed continuously every year thereafter.
- 28. 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.

29. 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.

30. 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.

31. Insured

means the Strata corporation specified as 'Insured' in the **Schedule**, engaged in the **Normal Business Activities** and whose registered office or principal trading address is within the **Territorial Limits**.

32. 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 legal fees and disbursements and **ADR Costs** recovered by the **Insured**.

33. Insurer

means Certain Underwriters at Lloyd's led by SCOR Managing Agency Ltd, Syndicate 2015.

34. Legal Action

means:

32.1 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;

32.2 in respect of Section of Cover 2.1, 4 and 8 a criminal prosecution in a **Court or Tribunal**;

32.3 in respect of Section of Cover 5, a proceeding in the appropriate forum for a **Fringe Benefits Dispute**, a **GST Dispute** or an **ATO Investigation**.

35. 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**.

36. Normal Business Activity

means the management and maintenance of the **Common Property** and **Common Assets** of the **Insured** for the benefit of **Owners**.

- 37. Occupational Health and Safety Legislation**
means:
33.1 Work Health and Safety Act 2011 (Cth);
33.2 any legislation of an Australian State or Territory to the extent that it concerns matters dealt with in the named legislation above.
- 38. Opponent**
means a party to a **Legal Action** other than the **Insured**, an **Employee**, **Partner** or **Director**.
- 39. 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**.
- 40. Owner**
means a person or entity who is the registered proprietor or legal owner (whether by freehold or leasehold) of a unit which is connected with Common Property managed and maintained by the **Insured**.
- 41. Partner**
means where the **Insured** is a partnership, any of the partners within that partnership.
- 42. Period of Insurance**
means the period specified as 'Period of Insurance' in the **Schedule**.
- 43. Policy**
means the contract of insurance between the **Insurer** and the **Insured** as set out in this document and the **Schedule**.
- 44. 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**.
- 45. Privacy Act**
means:
45.1 Privacy Act 1988 (Cth);
45.2 any legislation of an Australian State or Territory to the extent that it concerns matters dealt with in the named legislation above.
- 46. Prospects of Success**
means in **the Preferred Practitioner's** reasonable opinion:
46.1 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
46.2 the **Insured's** interests cannot be better achieved by other means.
- 47. Schedule**
means the Schedule to this **Policy**.
- 48. 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 there under 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.

WHAT IS COVERED

The **Insurer** will indemnify the **Insured** under the following Sections of Cover as are specified as covered in the **Schedule**, subject to the terms, conditions and limitations of this **Policy** and up to but not exceeding the **Limit of Indemnity** and the **Annual Aggregate Limit**:

1. Civil Defence

The **Insured's Costs**, **Attendance Expenses** and **Opponent's Costs** incurred in:

- 1.1 The defence of any **Claim** relating to a failure or alleged failure to comply with requirements under the **Privacy Act** brought against the **Insured** by the **Owner**;
- 1.2 The defence of any **Claim** made or brought against the **Insured** in its capacity as trustee of a superannuation fund that benefits the **Insured's Employees**;
- 1.3 Any appeal by the **Insured** against the imposition of a statutory notice which adversely affects the **Normal Business Activities** of the **Insured**,

2. Prosecution Defence for the Insured

- 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
- 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**.

3. Employment

- 3.1 The **Insured's Costs**, **Attendance Expenses** and **Opponent's Costs** of a **Legal Action** in respect of a **Claim** against the **Insured** by an **Employee** of:
 - 3.1.1 unlawful and unfair **Dismissal**;
 - 3.1.2 breach of the **Employee's** rights under **Employment Legislation**;
 - 3.1.3 breach of the **Employee's** contract of employment with the **Insured**.
- 3.2 **Damages** payable by the **Insured** to an **Employee** pursuant to:
 - 3.2.1 the judgment of a **Court of Tribunal**; or
 - 3.2.2 a settlement agreed by the **Claims Administrator**in a **Legal Action** in respect of a **Claim** referred to in 3.1 above.

Conditions applicable to 3.1 and 3.2:

- 3.3 In addition to the Reporting of Claims provisions under the General Conditions, the **Insured** must contact the **Advice Provider** at pfb@legalaccess.com.au, quoting the policy number, and follow the advice given and procedures laid down by the **Advice Provider**:
 - 3.3.1 before initiating disciplinary action against, suspension or **Dismissal** of any **Employee**;
 - 3.3.2 immediately after receipt of notification from the appropriate statutory body or tribunal that an **Employee** has initiated or intends to initiate a dispute with or a **Claim** against the **Insured**;

- 3.3.3 no later than 7 days after an **Employee** or his or her solicitor requests a written statement of reasons for his or her **Dismissal** or delivers a complaint relating to **Discrimination Legislation** and prior to a statement or reply being given by the **Insured**;
 - 3.3.4 immediately after an **Employee** makes a request for flexible working arrangements under any **Employment Legislation**; and/or
 - 3.3.5 immediately after an **Employee** resigns following a dispute with the **Insured**, resigns without notice or claims he or she was forced to resign.
- 3.4 No **Employee** is to be disciplined, suspended or dismissed without the **Advice Provider's** prior written approval.

4. **Employee Protection**

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**.

5. **Tax Disputes and Investigations**

- 5.1 The **Insured's Costs** and **Attendance Expenses** of a **Legal Action** arising directly from:
- 5.1.1 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:
 - (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;
 - (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
 - (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;
 - 5.1.2 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:
 - (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
 - (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.
- 5.2 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**.

Conditions applicable to 5.1 and 5.2:

- 5.3 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**;
- 5.4 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 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;
- 5.5 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;
- 5.6 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
- 5.7 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.

6. **Discrimination Protection**

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**.

7. **Contract**

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 their 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.

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**.

8. **Pollution Defence**

The **Insured's Costs and Attendance Expenses** of a criminal or regulatory **Legal Action** brought against the **Insured** in respect of a **Claim** arising from any actual or alleged pollution.

WHAT IS NOT COVERED

The following exclusions apply in respect of the following sections of cover:

1. Civil Defence

Any **Claims** arising out of or in connection with the ownership, possession or use of any vehicle.

2. Prosecution Defence for the Insured

Any **Claim** arising from or relating to:

- 2.1. the ownership, possession, hire or use of a motor vehicle, aircraft or marine craft;
- 2.2. allegations of:
 - 2.2.1. intentional obstruction of a person in the execution of an authorisation order issued under the **Privacy Act**; and/or
 - 2.2.2. failure to give a person executing such an authorisation order the assistance that is reasonably required for its execution;
- 2.3. allegations of manslaughter;
- 2.4. prosecution for offences against the person including offences of a sexual nature;
- 2.5. drugs, alcohol, indecent or obscene materials, or immigration;
- 2.6. income tax;
- 2.7. superannuation contributions including but not limited to under the Superannuation Industry (Supervision) Act 1993 (**Cth**); and
- 2.8. allegations of fraud, dishonesty, bribery, breaches of international sanctions, intentional violence or any deliberate criminal or dishonest act or omission by the **Insured**.

3. Employment

- 3.1. Any **Claim** in respect of which the **Dismissal** or breach the subject of the **Claim** happens within 30 days after the start of the **First Period of Insurance**;
- 3.2. Any **Claim** by an **Employee** who was at the time of the **Dismissal** or breach subject to disciplinary proceedings or any verbal or written warning where the **Dismissal** or breach happens within 180 days after the start of the **First Period of Insurance**;
- 3.3. Any **Claim** arising from or relating to:
 - 3.3.1. the **Insured** deliberately avoiding:
 - 3.3.1.1. liability for a redundancy payment; or
 - 3.3.1.2. liability for any monies or benefits due under a contract of employment;
 - 3.3.2. gender equality in terms of equal pay for carrying out the same or similar duties;
 - 3.3.3. the **Dismissal** of any **Employee** unless the **Dismissal** is handled according to the advice provided and procedures laid down by the **Advice Provider**;
 - 3.3.4. a transfer that falls within the Transfer of Business provisions under Part 2-8 of the Fair Work Act 2009 (**Cth**);
 - 3.3.5. any reference given by the **Insured** regarding a current or former **Employee**;

- 3.3.6. a restrictive covenant in a contract of employment;
 - 3.3.7. personal injury and/or death;
 - 3.3.8. loss of or damage to property;
- 3.4 Any costs and **Attendance Expenses** of any disciplinary, investigatory or grievance procedure connected with an **Employee's** contract of employment or the **Costs** associated with any compromise agreement.

4. Employee Protection

Any **Claim** arising from or relating to:

- 4.1. the ownership, possession, hire or use of a motor vehicle;
- 4.2. allegations of:
 - 4.2.1. intentional obstruction of a person in the execution of an authorisation order issued under the **Privacy Act**; and/or
 - 4.2.2. failure to give a person executing such a warrant the assistance that is reasonably required for its execution;
- 4.3. matters which do not relate to the **Employee's** duties as an **Employee** of the **Insured**;
- 4.4. allegations of manslaughter;
- 4.5. drugs, alcohol, indecent or obscene materials, or immigration.
- 4.6. income tax;
- 4.7. allegations of fraud, dishonesty, bribery, breach of international sanctions, intentional violence or any deliberate criminal or dishonest act or omission by the **Employee**.

5. Tax Disputes and Investigations

- 5.1. 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).
- 5.2. In respect of only an **ATO Investigation**:
 - 5.2.1. costs arising after the issue of a notice under **Income Tax Legislation** notifying the **Insured** that the investigation has been completed; and/or
 - 5.2.2. costs arising directly from an amendment under **Income Tax Legislation**; and/or
 - 5.2.3. 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.
- 5.3. Any **Claim** where:
 - 5.3.1. deliberate mis-statements have been made in respect of accounts, returns or any other submissions made to the **ATO** or other relevant authorities with intent to deceive;
 - 5.3.2. the **Insured** has failed to notify his or her business status to the **ATO** or other relevant authorities within a statutory period;

- 5.3.3. 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;
- 5.3.4. 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;
- 5.4. Any **Claim** arising from or relating to:
 - 5.4.1. an investigation or inquiry by the Prosecutions Division of the **ATO** or following the transfer of an inquiry to that Division;
 - 5.4.2. avoidance schemes relating to tax or superannuation contributions including but not limited to under the Superannuation Industry (Supervision) Act 1993 (**Cth**); and/or
 - 5.4.3. GST refunds in countries outside Australia or Import GST.

6. **Discrimination Protection**

Any **Claim** arising from or relating to deliberate discrimination amounting to unlawful discrimination.

7. **Contract**

- 9.1 Any **Claim** arising from or relating to:
 - 9.1.1 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**;
 - 9.1.2 a dispute between a landlord and tenant or licensor and licensee;
 - 9.1.3 the sale, lease, service, repair or test of a motor vehicle;
 - 9.1.4 a contract of employment;
 - 9.1.5 a dispute about securities, bills of exchange, goodwill, credit, guarantees, assignment, agency, franchisement or bailment;
 - 9.1.6 the sale or purchase of real property;
 - 9.1.7 construction contracts;
 - 9.1.8 computer software operating systems and packaged software tailored by a supplier to the **Insured's** special order.
- 9.2 Any Claim arising from an arbitration clause in a contract unless the **Claims Administrator** has agreed in writing to accept the **Claim**.

8. **Pollution Defence**

Any **Claim** arising from the **Insured's** intentional or wilful act or omission amounting to non-compliance with any relevant legislation, guidance or standard.

Optional Extension

The following optional extension, if shown as insured in the **Schedule**, form part of the **Policy** and are subject to all **Policy** terms and conditions. Its inclusion will be part of and not in addition to the **Limit of Indemnity** of the **Policy**.

Contractual Disputes - Construction Contracts

WHAT IS COVERED	WHAT IS NOT COVERED
<p>12. Construction Contract</p> <p>The Insured's Costs, Adjudication Expenses, 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 construction services.</p> <p>Provided: 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 Construction Contract is in writing and expressly stipulates:</p> <ul style="list-style-type: none"> ○ The parties to the agreement; and ○ The work to be done; and ○ The payment to be made for the work done. <p>In addition, so far as the Insured seeks to recover sums in respect of variations to the main contract works, prolongation or delay the Insured must be able to evidence:</p> <ul style="list-style-type: none"> ○ The extra work undertaken; and ○ The instructions and authority upon which such extra work was carried out; and ○ The extra costs incurred as a result of the variation to the contract programme. <p>Additional Definitions applying to this Section only:</p> <p>Adjudication The dispute resolution process detailed in the Building and Construction Industry Security of Payment Acts as they apply in each of the States or</p>	<p>12. Construction Contract</p> <p>12.1. Any Claim arising from or relating to:</p> <p>12.1.1. a dispute with a homeowner and/or property developer when the Insured is operating as the Main Contractor for a residential building project;</p> <p>12.1.2. the sale, lease, service, repair or test of a motor vehicle or plant equipment;</p> <p>12.1.3. a contract of employment;</p> <p>12.1.4. a dispute about securities, bills of exchange, goodwill, credit, guarantees, assignment, agency, franchisement or bailment;</p> <p>12.1.5. the sale of, purchase of, tenancy or licence to use any real property;</p> <p>12.1.6. Contracts where the liability or right of recovery is incurred by a right of assignment;</p> <p>12.1.7. Contracts that provide or arrange credit, insurance, securities, guarantees or other financial products and financial services;</p> <p>12.1.8. an arbitration clause in a contract unless the Claims Administrator has agreed in writing to accept the Claim;</p> <p>12.2. any costs the Insured agrees to pay or may be ordered to pay any other party to an Adjudication contractually or otherwise.</p>

Territories of the Commonwealth of Australia, including any amendment, consolidation or re-enactment of any of those acts.

Adjudication Expenses

Any professional fees expenses and other disbursements (including those associated with the appointment of an adjudicator) reasonably incurred by the **Preferred Practitioner** in preparing for and/or representing the **Insured** at an **Adjudication** with the **Insurer’s** prior written consent together with any costs incurred by the adjudicator and which the **Insured** are ordered to pay the adjudicator or which may be necessary to secure the release of the adjudicator’s award in an **Adjudication**.

Adjudication expenses do not include any costs the **Insured** agrees to pay or may be ordered to pay any other party to the **Adjudication** contractually or otherwise.

Construction Contract means a contract for:

- the construction or erection of buildings, spas and swimming pools
- alterations, additions, extensions, refurbishment, repairs, replacement, reinstatement, conversion or
- demolition of pre-existing buildings or structures;
- groundworks and/or landscaping.

Main Contractor

Means the **Insured** when they have entered into a contract with a homeowner or residential developer and are ultimately responsible for carrying out the construction works and/or the supervision of any sub-contractors.

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 their **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** written 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**.
 - 2.1.12. arising from any event or circumstance occurring outside of the **Territorial Limits**.
- 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. a dispute about a licence to occupy property;
 - 2.3.2. a dispute relating to rights under a franchise agreement entered into by the **Insured**;
 - 2.3.3. a tax or levy relating to the business premises of the **Insured** (being the premises used by the **Insured** for the **Normal Business Activities**);

- 2.3.4. works by or under the order of any government, public or local authority;
 - 2.3.5. planning laws and regulations;
 - 2.3.6. patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements and passing off;
 - 2.3.7. a manufacturer's warranty or guarantee;
 - 2.3.8. subsidence, land heave, land slip, mining or quarrying;
 - 2.3.9. libel, slander, defamation or malicious falsehood;
 - 2.3.10. a dispute between the **Insured, Coverholder, Claims Administrator, Advice Provider** and/or **Insurer** about this **Policy**;
 - 2.3.11. 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**;
 - 2.3.12. any statute relating to Worker's Compensation;
 - 2.3.13. an application for judicial review;
 - 2.3.14. 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 2.3.14 'reasonable' shall be assessed by the standards of a reasonable person carrying on the **Normal Business Activities** of the **Insured**;
 - 2.3.15. 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. **Terrorism / War and Contamination Exclusions**

- 6.1. This **Policy** does not cover any claims or legal proceedings (including any costs or expenses of any description) arising out of or in connection with:
 - 6.1.1. war (whether declared or not), invasion, acts of a foreign enemy, hostilities, or any similar act, condition or warlike operation, warlike action by a regular or irregular military force or other authority to hinder or defend against an actual or expected attack;
 - 6.1.2. insurrection, rebellion, revolution, riot, attempt to usurp power, popular uprising, or any action taken by any governmental or martial authority in hindering or defending against any of these;
 - 6.1.3. discharge, explosion, or use of a weapon of mass destruction, whether or not employing nuclear fission or fusion, or chemical, biological, radioactive or similar agents, by any party at any time for any reason;
 - 6.1.4. any claims or legal proceedings (including any costs or expenses of any description) arising out of or in connection with any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing terrorist action.

- 6.2. Other than as specified in Pollution Defence within clause 8 under 'WHAT IS COVERED' above, this **Policy** does not cover any claims or legal proceedings (including any costs or expenses of any description) arising out of or in connection with any pollution, seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to, smoke, vapours, soot, dust, fibres, fungi, mould, fumes, acids, alkalis, chemicals and waste (including but not limited to material to be recycled, reconditioned or reclaimed) or contamination of any kind; or ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or radioactive, toxic, explosive or other hazardous properties of any explosive.

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 **Opponents 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 it 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 the **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**.

The **Insured** may cancel this **Policy** at any time in writing, following which the **Insurer** shall return any premium paid in respect of the remaining outstanding period of the **Policy**, unless there has been a **Claim** during the **Period of Indemnity**, in which case no premium shall be refundable.

14. Sanctions, Export and Exchange Control

The **Insurer** shall not be deemed to provide insurance cover and shall not be liable to pay any **Claim** or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose the **Insurer** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, Singapore, the United States of America, the European Union or United Kingdom.

15. Several Liability

The **Insurer** is liable only for the proportion of liability the **Insurer** has underwritten. The **Insurer** is not jointly liable for the proportion of liability underwritten by any other insurer. Nor are is the **Insurer** responsible for any liability of any other insurer that may underwrite this **Policy**.

16. Cyber Clarification Clause

we will pay any otherwise covered **Claim** under this **Policy** where the corresponding **Legal Action** 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.