MANAGEMENT LIABILITY

INSURANCE POLICY

Contents

Important Information 1
How CGU protects your privacy 1
General Insurance Code Of Practice 1
Our service commitment 1
Intermediary remuneration 1
Interest on unallocated premium 1

Section 1 How To Read This Insurance Policy 2
1.1 Words with Special Meanings 2
1.2 Policy Interpretation 2
1.3 Paragraph Headings 2
1.4 References to legislation 2
1.5 Management Liability Cover 2

Section 2 The Insurance Contract 2
2.1 Payment of the Premium 2
2.2 Proposal 2
2.3 Period of Insurance 2
2.4 Responsibilities and notification of change of material risk 2

Section 3 Directors & Officers And Company Reimbursement 3
The Cover We Provide 3
3.1 Directors and Officers Liability Cover 3
3.2 Company Reimbursement Cover 3
Extensions 3
3.3 Advancement of Defence Costs 3
3.4 Continuous Cover 3
3.5 Attendance at Investigations 3
3.6 Work Health and Safety 3
3.7 Statutory Liability Cover for Insured Persons 4
3.8 Reinstatement of the Section Limit 4
3.9 Outside Directorships 4
3.10 Run-Off Cover For Outside Directorships 4
3.11 Retired Directors and Officers Cover 4
3.12 Insured vs Insured Cover 4
3.13 Preservation of Indemnity 5
3.14 Pollution Defence Costs 5
3.15 Emergency Defence Costs 5
3.16 Emergency Asset Protection Proceedings 5
3.17 Extradition Proceedings 5
3.18 Crisis Cover – Insured Person 5
3.19 Preserved Limit for Non-Executive Directors 5
Optional Extensions 5
3.20 USA Jurisdiction 6
3.21 Securities Liability – Insured Persons 6
3.22 Shareholder Pollution Liability – Insured Person 6
3.23 Pre Acquisition Liability 6
3.24 Multi-Year Run-Off after Merger or Consolidation 6
Exclusions 7
3.25 Conduct 7
3.26 Known Claims & Circumstances 7
3.27 Bodily Injury and/or Property Damage 7
3.28 Breach of Professional Duty 7
3.29 Fines, Penalties and Duties 7
3.30 Foreign Jurisdiction 7
3.31 Asbestos 7
3.32 Pollution, Nuclear Risks, War & Terrorism 7
3.33 Securities Issue 8
3.34 Consensual Claims 8
3.35 Insured vs Insured 8
3.36 Additional Exclusions specific to Section 3.7 8
3.37 Sanctions 8
Words with Special Meaning 8
3.38 Act 8
3.39 Authority 8
3.40 Bail Bond and Civil Bond 8
3.41 Claim 8
3.42 Consensual Claim 8
3.43 Crisis 8
3.44 Crisis Loss 9
3.45 Defence Costs 9
3.46 Employee 9
3.47 Emergency Assets Protection Proceedings 9
3.48 Excess 9
3.49 Fine or Penalty 9
3.50 Investigation 9
3.51 Investigation Costs 10
3.52 Loss 10
3.53 Non-Executive Directors 10
3.54 Operational Loss 10
3.55 Outside Directors 10
3.56 Outside Entity 10
3.57 Prosecution Costs 10
3.58 Section 10
3.59 Section Limit 10
3.60 Securities Issue 11
3.61 Securities Liability Wrongful Act 11
3.62 Statutory Liability Claim 11
3.63 Statutory Liability Defence Costs 11
3.64 Wrongful Act 11
3.65 Wrongful Breach 11

Section 4 Insured Entity Liability 11
The Cover We Provide 11
4.1 Insured Entity Liability Cover 11
Extensions 11
4.2 Advancement of Defence Costs 11

4.3 Continuous Cover 11
4.4 Work Health & Safety Defence Costs 12
4.5 Crisis Cover – Insured Entity 12
4.6 Breach of Contract Defence Costs 12
4.7 Costs of Court and Inquiry Attendance 12
4.8 Tax Audit Costs 12
4.9 Accidental Death – Insured Executive 12
4.10 Internet Liability 13
4.11 Identity Fraud 13
Optional Extension 13
4.12 Securities Liability – Insured Entity 13
4.13 Shareholder Pollution Liability – Insured Entity 13
Exclusions 13
4.14 Conduct 13
4.15 Known Claims & Circumstances 13
4.16 Bodily Injury and/or Property Damage 14
4.17 Breach of Professional Duty 14
4.18 Fines, Penalties and Duties 14
4.19 Foreign Jurisdiction 14
4.20 Assumed Liability 14
4.21 Asbestos 14
4.22 Pollution, Nuclear Risks, War & Terrorism 14
4.23 Accidental Death 14
4.24 Anti-competitive Practices 15
4.25 Audit Costs 15
4.26 Data 15
4.27 Insured vs Insured 15
4.28 Intellectual Property Rights 15
4.29 Securities Issue 15
4.30 Third Party Discrimination 16
4.31 Sanctions 16
Words with Special Meaning 16
4.32 Accidental Death 16
4.33 Accountant or Registered Tax Agent 16
4.34 Audit 16
4.35 Authority 16
4.36 Crisis 16
4.37 Crisis Loss 16
4.38 Data 16
4.39 Defence Costs 17
4.40 Entity Claim 17
4.41 Employee 17
4.42 Excess 17
4.43 Internet Activities 17
4.44 Internet Claim 17
4.45 Internet Site 17
4.46 Investigation 17
4.47 Investigation Costs 17
4.48 Loss 17
4.49 Operational Loss 18
4.50 Return 18
4.51 Section 18
4.52 Section Limit 18
4.53 Securities Issue 18
4.54 Securities Liability Wrongful Act 18
4.55 Tax Audit Costs 18
4.56 Tax Audit Notice 18
4.57 Tax Compliance Obligation 18
4.58 Wrongful Act 18

Section 5 Employment Practices Liability 19
The Cover We provide 19
5.1 Employment Practices Liability 19
Extensions 19
5.2 Advancement of Defence Costs 19
5.3 Continuous Cover 19
Exclusions 19
5.4 Conduct 19
5.5 Known Claims & Circumstance 20
5.6 Bodily Injury and/or Property Damage 20
5.7 Breach of Professional Duty 20
5.8 Foreign Jurisdiction 20
5.9 Assumed Liability 20
5.10 Asbestos 20
5.11 Pollution, Nuclear Risks, War & Terrorism 20
5.12 Benefits and Statutory Entitlements 20
5.13 Industrial Action 21
5.14 Insolvency 21
5.15 Physical Modifications to Premises 21
5.16 Unfair Contracts Claim 21
5.17 Sanctions 21
Words with Special Meanings 21
5.18 Defence Costs 21
5.19 Discrimination 21
5.20 Employee 21
5.21 Employment Practices Claim 21
5.22 Excess 22
5.23 Loss 22
5.24 Section 22
5.25 Section Limit 22
5.26 Third Party 22
5.27 Third Party Claim 22
5.28 Third Party Wrongful Act 22
5.29 Wrongful Act 22

Section 6 Statutory Liability 23
The Cover We Provide 23
6.1 Statutory Liability Cover 23
Extensions 23
6.2 Advancement of Statutory Liability Defence Costs 23
6.3 Continuous Cover 23
6.4 Statutory Liability Cover for Pollution 23
Exclusions 24
6.5 Conduct 24

6.6 Known Statutory Liability Claims and Circumstances 24
6.7 Bodily Injury and/or Property Damage 24
6.8 Breach of Professional Duty 24
6.9 Foreign Jurisdiction 24
6.10 Asbestos 24
6.11 Pollution, Nuclear Risks, War & Terrorism 24
6.12 Directors & Officers Activities 25
6.13 Intentional Acts 25
6.14 Taxation 25
6.15 Traffic 25
6.16 Sanctions 25
Words with Special Meanings 25
6.17 Act 25
6.18 Authority 25
6.19 Employee 25
6.20 Excess 25
6.21 Fine or Penalty 25
6.22 Section 25
6.23 Section Limit 25
6.24 Statutory Liability Claim 25
6.25 Statutory Liability Defence Costs 26
6.26 Wrongful Breach 26

Section 7 Crime Cover 26
The Cover We Provide 26
7.1 Crime Cover 26
7.2 Expenses Cover 26
Extensions 26
7.3 Premises and In Transit Cover 26
7.4 Forgery Cover 26
7.5 Computer Fraud 27
7.6 Funds Transfer Fraud, Counterfeit Currency Fraud, or Credit Card Fraud 27
7.7 Continuous Cover 27
Exclusions 27
7.8 Known Crime Loss and Circumstances 27
7.9 Asbestos 27
7.10 Pollution, Nuclear Risks, War & Terrorism 27
7.11 Confidential Information 28
7.12 Consequential Loss 28
7.13 Excluded Insured Persons 28
7.14 Financial Services 28
7.15 Fire 28
7.16 Kidnap and Ransom 28
7.17 Profit, Loss and Inventory Calculations 28
7.18 Trading Debt 28
7.19 Voluntary Transactions 28
7.20 Sanctions 28
Special Conditions 28
7.21 Proof of Crime Loss 28
7.22 Section Limit 29
7.23 Valuation of Losses 29
Words with Special Meanings 29
7.24 Computer Fraud 29
7.25 Computer Restoration Costs 29
7.26 Criminal Act 29
7.27 Crime Loss 29
7.28 Discovered 29
7.29 Employee 29
7.30 Excess 30
7.31 Investigation Costs 30
7.32 Money 30
7.33 Property 30
7.34 Securities 30
7.35 Section 30
7.36 Section Limit 30
7.37 Third Party 30
7.38 Third Party Criminal Act 30

Section 8 Cyber Liability 30
The Cover We Provide 30
8.1 Cyber Third Party Liability 30
8.2 Privacy Statutory Liability 30
Extensions 30
8.3 Advancement of Defence Costs 30
8.4 Continuous Cover 31
Exclusions 31
8.5 Conduct 31
8.6 Known Claims & Circumstances 31
8.7 Bodily Injury and/or Property Damage 31
8.8 Breach of Professional Duty 32
8.9 Foreign Jurisdiction 32
8.10 Assumed Liability 32
8.11 Asbestos 32
8.12 Pollution, Nuclear Risks, War & Terrorism 32
8.13 Intellectual Property 32
8.14 Mass Computer Virus 32
8.15 Wear and Tear 32
8.16 Sanctions 32
Words with Special Meanings 32
8.17 Authority 32
8.18 Breach of Privacy 32
8.19 Breach of Security 33
8.20 Claim 33
8.21 Computer Network 33
8.22 Computer Virus 33
8.23 Cyber Claim 33
8.24 Cyber Event 33
8.25 Data 33
8.26 Defence Costs 33
8.27 Denial of Service 33
8.28 Employee 33
8.29 Excess 33
8.30 Fine or Penalty 33

8.31 Loss 34
8.32 Mass Computer Virus 34
8.33 Personal Information 34
8.34 Privacy Legislation 34
8.35 Section 34
8.36 Section Limit 34
8.37 Statutory Liability Claim 34
8.38 Statutory Liability Defence Costs 34
8.39 Wrongful Breach 34

Section 9 Superannuation Trustees Liability 35
The Cover We Provide 35
9.1 Superannuation Trustees Liability Cover 35
Extensions 35
9.2 Advancement of Defence Costs 35
9.3 Continuous Cover 35
9.4 Exoneration 35
9.5 Costs of Court and Inquiry Attendance 35
Exclusions 36
9.6 Conduct 36
9.7 Known Trustee Claims & Circumstances 36
9.8 Bodily Injury and/or Property Damage 36
9.9 Breach of Professional Duty 36
9.10 Foreign Jurisdiction 36
9.11 Assumed Liability 36
9.12 Asbestos 36
9.13 Pollution, Nuclear Risks, War & Terrorism 36
9.14 Contributions 37
9.15 Insolvency 37
9.16 TPD Claims 37
9.17 Sanctions 37
Words with Special Meanings 37
9.18 Defence Costs 37
9.19 Excess 37
9.20 Exoneration Clause 37
9.21 Insured 37
9.22 Insured Person 37
9.23 Loss 37
9.24 Section 38
9.25 Section Limit 38
9.26 Superannuation Fund 38
9.27 Trustee 38
9.28 Trustee Claim 38
9.29 Wrongful Act 38

Section 10 General Terms And Conditions 38
Limits To The Amount Of Cover 38
10.1 Aggregate Policy Limit 38
10.2 Section Limit 38
10.3 Specific Cover Limits 38
10.4 Limit if multiple Persons and/or Entities are covered 38
10.5 Cover if more than one Section provides cover 38
10.6 The Excess 39
10.7 GST Input Tax Credits 39
General Extensions 39
10.8 Extended Reporting Period 39
10.9 New Subsidiaries Cover 39
10.10 Former Subsidiaries Cover 39
10.11 Access to Complimentary Legal Advice 40
Investigation, Defence and Settlement of Claims 40
10.12 Insured's Co-operation 40
10.13 An Insured must not admit liability for or settle any claim 40
10.14 We can protect our position 40
10.15 We can manage the claim 40
10.16 Disclosure of information to Us in respect of cover 41
10.17 Allocation 41
10.18 Costs and Expenses 41
10.19 Right to Contest 41
10.20 Senior Counsel 41
10.21 Subrogation 42
10.22 Recoveries 42
General conditions 42
10.23 Section specific provisions 42
10.24 Authority to accept notices and to give instructions 42
10.25 Severability and Non Imputation 42
10.26 Merger or Consolidation 42
10.27 Address for giving notices 43
10.28 Confidentiality 43
10.29 Territory covered by this Policy 43
10.30 Other Insurance 43
10.31 Cancelling the Policy 43
10.32 Schedule must be included 43
10.33 Wording Conflict 43
10.34 Law of the Policy 43
Words with Special Meaning 44
10.35 Aggregate Policy Limit 44
10.36 Business 44
10.37 Extended Discovery Period 44
10.38 Insured 44
10.39 Insured Entity 44
10.40 Insured Person 44
10.41 Known Circumstances 44
10.42 Period of Insurance 44
10.43 Policy 44
10.44 Pollutants 44
10.45 Proposal 44
10.46 Retroactive Date 44
10.47 Schedule 44
10.48 Specific Cover Limit 44
10.49 Subsidiary 44
10.50 Terrorism 45
10.51 CGU or We or Us or Our 45

Important Information

How CGU protects your privacy

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

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

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

For more details on how **We** collect, store, use and disclose your information, please read **Our** Privacy Policy located at www.cgu.com.au/privacy. Alternatively, contact **Us** at privacy@cgu.com.au or 13 15 32 and **We** will send you a copy. **We** recommend that you obtain a copy of this policy and read it carefully.

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

Our Privacy Policy also contains information about how you can access and seek correction of your information, complain about a breach of the privacy law, and how **We** will deal with your complaint.

General Insurance Code Of Practice

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

The objectives of the Code are:

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

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

We have adopted and support the Code and are committed to complying with it. Please contact **Us** if you would like more information about the Code or the Code Governance Committee.

Our service commitment

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

Please contact your nearest CGU office if you have a complaint, including if you are not satisfied with any of the following:

- one of **Our** products;
- **Our** service;
- the service of **Our** authorised representatives, loss adjusters or investigators; or
- **Our** decision on your claim.

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

Further information about **Our** complaint and dispute resolution procedures is available by contacting **Us**.

Intermediary remuneration

We pay remuneration to insurance intermediaries when **We** issue, renew or vary a policy the intermediary has arranged or referred to **Us**. The type and amount of remuneration varies and may include commission and other payments. If you require more information about remuneration **We** may pay your intermediary you should ask your intermediary.

Interest on unallocated premium

If **We** are unable to issue your insurance when **We** receive your application, **We** are required to hold your Premium in a trust account on your behalf until your insurance can be issued. **We** will retain any interest payable by **Our** bank to meet, among other things, bank fees and other bank costs **We** incur in operating the account.

Section 1
How To Read This Insurance Policy

1.1 Words with Special Meanings

Some of the words in this **Policy** have special meanings. These meanings can be found in Sections 3 to 10 of the **Policy** under the heading 'Words with special meanings'. If a word has a special meaning, it appears in this **Policy** in bold type and with a capital letter. These words may appear without bold type in endorsements in the **Schedule**.

1.2 Policy Interpretation

Except where the context otherwise requires it:

a) the singular includes the plural and the plural includes the singular;

b) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;

c) words importing a gender include every other gender.

1.3 Paragraph Headings

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

1.4 References to legislation

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

1.5 Management Liability Cover

There are several sections of cover included in this **Policy**. Your **Schedule** will indicate which sections you have selected.

Section 2
The Insurance Contract

2.1 Payment of the Premium

We agree to provide the cover described in this **Policy** upon full payment of the Premium as stated in the **Schedule**. If full payment of the Premium as stated in the **Schedule**, is not made, there is no cover.

2.2 Proposal

Before this **Policy** came into effect, **We** were provided with information by or on behalf of the **Insured**, in the **Proposal**, and perhaps in other ways. **We** have relied on this information to decide whether to enter into this contract and on what terms. If any of that information is wrong or false, it may affect entitlement to cover under this **Policy**.

2.3 Period of Insurance

This **Policy** is in force for the **Period of Insurance**.

2.4 Responsibilities and notification of change of material risk

a) The **Insured** must as soon as reasonably possible advise **Us** in writing of a material change in the risk, including but not limited to notifying **Us** if any of the following occurs during the **Period of Insurance**:

   i. every change which materially varies any of the facts or circumstances existing at the commencement of this **Policy** that comes to the **Insured's** knowledge; and

   ii. if the **Insured** does not provide such notification before the happening of a claim under this **Policy** then, subject to the Insurance Contracts Act, 1984 (Cth), **We** may refuse to pay a claim, either in whole or in part.

b) When **We** receive notification of a change, **We** may decide to either:

   i. continue cover with no change to the premium payable;

   ii. reduce the premium payable and return any refund to the **Insured**;

   iii. charge the **Insured** an additional premium (the **Insured** can cancel the **Policy** if the additional premium is not acceptable); or

   iv. cancel the **Policy** if permitted in accordance with the provisions of the Insurance Contracts Act 1984 (Cth).

c) It is important for the **Insured** to know that **We** may make changes to this **Policy** as a result of a change in information. When there is a change, **We** will inform the **Insured**.

d) If the **Insured** does not notify **Us** of a material change, **We** may refuse to pay a **Claim** or reduce **Cover** under the **Policy**. **We** may also decide to cancel the **Policy** if permitted in accordance with the provisions of the Insurance Contracts Act 1984 (Cth).

e) The course of action **We** take when the **Insured** fails to notify **Us** of a material change will be considered in each circumstance based on what impact or effect the **Insured's** failure to do so caused or contributed to a claim.

Section 3
Directors & Officers And Company Reimbursement

This **Section** is to be read in conjunction with Section 10 and the **Schedule**.

The Cover We Provide

3.1 Directors and Officers Liability Cover

We will pay, on behalf of an **Insured Person**, **Loss** for which the **Insured Person** is not indemnified by the **Insured Entity** resulting from any **Claim** first made against the **Insured Person** and notified to **Us** in writing as soon as reasonably possible during the **Period of Insurance**.

3.2 Company Reimbursement Cover

We will pay, on behalf of the **Insured Entity**, **Loss** for which the **Insured Entity** is permitted to indemnify an **Insured Person** resulting from any **Claim** first made against the **Insured Person** and notified to **Us** in writing as soon as reasonably possible during the **Period of Insurance**.

Extensions

Subject to all of the terms, conditions and exclusions of the **Policy**, **We** agree to extend cover by the following Extensions. These Extensions will not increase the **Section Limit** unless expressly stated otherwise.

3.3 Advancement of Defence Costs

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

   i. **We** have not denied cover under the **Policy** and where cover is denied, only up to the point of any denial of cover; and

   ii. **Our** written consent is obtained prior to the **Insured** incurring such **Defence Costs** (which shall not be unreasonably delayed or withheld).

b) The **Insured** on whose behalf or for whose benefit **Defence Costs** were paid, shall repay to **Us**, and **We** reserve the right to recover all such **Defence Costs**, in the event and to the extent that:

   i. a written admission by the **Insured** or any person authorised to make such an admission on behalf of the **Insured**, of any of the conduct as set out in Section 3.25; or

   ii. it is subsequently established, directly or indirectly, by judgment or other final adjudication, that conduct of the type as set out in Section 3.25 occurred.

3.4 Continuous Cover

a) **We** cover the **Insured** for any **Claim** otherwise covered by this **Section**, arising from a **Known Circumstance** (notwithstanding Section 3.26 of this **Policy**) if:

   i. there has been no fraudulent non-disclosure or fraudulent misrepresentation in respect of such **Known Circumstance**;

   ii. **We** were the directors and officers or management liability insurer of the **Insured** when the **Insured** first knew of such **Known Circumstance**;

   iii. **We** continued without interruption to be the **Insured's** directors and officers or management liability insurer up until this **Policy** came into effect;

   iv. had **We** been notified of the **Known Circumstance** when the **Insured** first knew of it, the **Insured** would have been covered under the policy in force at that time but is not now entitled to be covered by that policy, and the **Insured** would (but for Section 3.26 of this **Policy**) otherwise be covered under this **Policy**; and

   v. the **Known Circumstance** has not previously been notified to **Us** or to any other insurer.

b) If the **Insured** was entitled to have given notice of the **Known Circumstance** under any other policy of insurance with any other insurer, then this Extension does not apply to provide cover under this **Policy** to the extent that the **Insured** would have been covered under that other policy.

c) **Our** liability under this Extension is reduced to the extent of any prejudice **We** suffer as a result of any delayed notification of the **Known Circumstance** to **Us**.

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

3.5 Attendance at Investigations

We will pay reasonable and necessary **Investigation Costs** incurred with **Our** prior written consent for the legal representation at any **Investigation** of an **Insured Person** who is compelled to attend any such **Investigation**, provided that the **Investigation** is first made against the **Insured Person** and notified to **Us** during the **Period of Insurance**.

3.6 Work Health and Safety

Notwithstanding Section 3.29, **We** will pay the **Investigation Costs**, in connection with any alleged violation or breach of Australia and New Zealand work health and safety laws, including but not limited to workplace death or corporate manslaughter.

3.7 Statutory Liability Cover for Insured Persons

a) Notwithstanding Sections 3.29 and 3.32 a) **We** will, to the extent permitted by law, pay on behalf of an **Insured Person**, any **Fine or Penalty** payable by the **Insured Person** and any **Statutory Liability Defence Costs** arising out of any and any **Statutory Liability Claim** first made against the **Insured Person** and notified to **Us** during the **Period of Insurance**.

b) The **Specific Cover Limit** for the payment of such **Fine or Penalty** and any **Statutory Liability Defence Costs** under this Extension shall not exceed $250,000 in the aggregate.

c) Notwithstanding the above, **We** do not indemnify the **Insured Person** for any **Fine or Penalty** or and any **Statutory Liability Defence Costs** associated with any **Statutory Liability Claim** arising out of the alleged failure of the **Insured Person** to comply with any lawful consent, demand, determination, memorandum, notice, order, schedule or the like issued under an **Act**.

d) The **Excess** applicable to this Extension is $5,000 for each and every **Fine or Penalty** and **Statutory Liability Defence Costs**, or the **Excess** applicable to Section 3.2, whichever is the greater.

3.8 Reinstatement of the Section Limit

a) The **Section Limit** is the maximum amount **We** will provide cover for in respect of any one **Claim**. Subject to paragraph b) below, **We** will provide cover to a maximum of twice the **Section Limit** for all **Claims** covered by this **Section**.

b) Notwithstanding paragraph a) above:

i. **We** do not provide cover for an amount in the aggregate more than the **Section Limit** in respect of any one **Claim** or **Claims** arising from the one act, error or omission, or from a series of, or from repeated or related errors or omissions;

ii. **We** do not provide cover for an amount in the aggregate more than any **Specific Cover Limit**;

iii. if there is extra insurance, held with another insurer in excess of the applicable limit of this **Section**, then cover in excess of one **Section Limit** (up to a maximum of twice the **Section Limit**) is only available for so much of the liability (otherwise covered by this **Section**) which is not covered by the extra insurance.

3.9 Outside Directorships

a) **We** will pay on behalf of an **Insured Person Loss** resulting from any **Claim** for any **Wrongful Act** committed by an **Insured Person** in their capacity as an **Outside Director** before or during the **Period of Insurance** and such **Claim** is first made against the **Insured Person** and notified to **Us** during the **Period of Insurance**.

b) Cover for the **Outside Director** shall not extend to any other director or officer who is not an **Insured Person**. This cover is specifically in excess of any cover available:

i. from the **Outside Entity** to such **Outside Director** by reason of serving in that capacity;

ii. under any policies referenced in the **Proposal**;

iii. under any other similar insurance policy under which any **Outside Director** is a beneficiary, including but not limited to policies of insurance entered into by the **Outside Entity**.

c) The cover provided by this Extension shall not be cumulative with any other insurance issued by **Us**.

3.10 Run-Off Cover For Outside Directorships

In the event that a sale, dissolution or disposal of the **Outside Entity** occurs during the **Period of Insurance**:

a) the cover provided by Section 3.9 of the **Policy** to the **Outside Director** shall continue until the expiry date of this **Policy** in respect of any **Loss** resulting from any **Claim** for any **Wrongful Act** committed by an **Insured Person** prior to the sale, dissolution or disposal of the **Outside Entity**;

b) this cover is specifically in excess of any cover available:

i. from the **Outside Entity** to such **Outside Director** by reason of serving in such capacity;

ii. under any policies referenced in the **Proposal**; and

iii. under any other similar insurance policy under which any **Insured Person** is a beneficiary, including but not limited to policies of insurance entered into by the **Outside Entity**.

3.11 Retired Directors and Officers Cover

If cover under this **Section** is not available due to the termination cancellation or non-renewal of the **Policy** by the **Insured Entity** for any reason other than non payment of premium and not extended by purchasing Section 10.8 b), the **Insured Person** who retired or resigned prior to the date of such termination, cancellation or non renewal is entitled to an extension of cover under this **Section** for a period of 7 years following the expiry of the **Period of Insurance**. This **Section** will only cover **Claims** for **Wrongful Acts** committed or attempted by an **Insured Person** prior to the date of retirement or resignation.

3.12 Insured vs Insured Cover

Notwithstanding Section 3.35 **We** will pay on behalf of an **Insured Person Loss** arising out of any **Claim** for any **Wrongful Act** committed by an **Insured Person** before or during the **Period of Insurance** and such **Claim** is first made against the **Insured Person** and notified to **Us** during the **Period of Insurance**, and is brought by:

a) an **Insured Person** for contribution or indemnity, if the **Claim** results directly from another **Claim** covered by this **Section**;

b) a shareholder of the **Insured Entity** in his/her/its own right or on behalf of the **Insured Entity**, provided always that such shareholder:

i. was not an **Insured Person** of the **Insured Entity** at the time of the **Wrongful Act**; and

ii. is acting without any direct or indirect solicitation, enticement, intervention, participation, assistance or co-operation (other than where compelled by law to co-operate, assist or participate in such **Claim**) from any **Insured Person** or the **Insured Entity**.

c) any regulatory authority on behalf of the **Insured Entity**, provided always that such regulatory authority is acting without any direct or indirect solicitation, enticement, intervention, participation, assistance or cooperation (other than where compelled by law to co-operate, assist or participate in such **Claim**) from any **Insured Person** or the **Insured Entity**.

d) any court appointed liquidator, receiver, receiver and manager, official manager, administrator or trustee administering a compromise or scheme of arrangement of the **Insured Entity**.

3.13 Preservation of Indemnity

a) If an **Insured Person** is unable to enforce against the **Insured Entity** a right to indemnity against a **Loss** to which he or she is entitled in respect of a **Claim**, **We** shall pay such **Loss** on behalf of such **Insured Person**.

b) In the event that the **Insured Entity** is placed in liquidation (other than voluntary liquidation) no **Excess** shall apply in respect of a **Claim** made pursuant to this **Section**.

3.14 Pollution Defence Costs

a) Notwithstanding Section 3.32 a) of the **Policy**, **We** will pay on behalf of an **Insured Person**, **Defence Costs** incurred in respect of any **Claim**, for any **Wrongful Act** resulting in the discharge, dispersal, release or escape of **Pollutants**.

b) **We** will not pay **Defence Costs** incurred in respect of any **Claim** for any **Wrongful Acts** resulting in the discharge, dispersal, release or escape of **Pollutants** occurring in the United States of America or its territories or protectorates.

c) The **Specific Cover Limit** for the payments of such **Defence Costs** under this Extension shall not exceed $1,000,000 in the aggregate.

d) The **Excess** applicable to Section 3.2 also applies to this Extension.

3.15 Emergency Defence Costs

a) If, as a result of an emergency, **Our** prior written consent to the incurring of **Defence Costs** cannot be requested before such **Defence Costs** are incurred, an **Insured Person** can incur **Defence Costs** without that consent for a period of 30 days immediately following the date on which the **Claim** was first made.

b) The **Specific Cover Limit** for the payment of such **Defence Costs** under this Extension shall not exceed, in the aggregate, 10% of the **Section Limit**.

3.16 Emergency Asset Protection Proceedings

a) **We** will pay:

i. **Bail Bonds and Civil Bonds**;

ii. **Prosecution Costs**; and

iii. the reasonable and necessary fees, costs and expenses incurred by any **Insured Person** arising from any **Emergency Asset Protection Proceedings**.

b) The **Specific Cover Limit** for the cover provided by this Extension shall not exceed $25,000 in the aggregate.

3.17 Extradition Proceedings

a) **We** will pay on behalf of the **Insured Person** reasonable and necessary fees, costs and expenses incurred, which are notified to **Us** during the Period of Insurance and **We** provide **Our** prior written consent (which shall not be unreasonably delayed or withheld), in respect of an extradition proceeding in retaining:

i. an accredited counsellor;

ii. a public relations consultant to design and/or implement a campaign to prevent or mitigate damage to the **Insured Person's** reputation in respect of an extradition proceeding;

iii. an accredited tax advisor.

b) The **Specific Cover Limit** for such fees, costs and expenses covered by this Extension shall not exceed $100,000 in the aggregate.

3.18 Crisis Cover – Insured Person

a) **We** will pay on behalf of an **Insured Person** any **Crisis Loss** that the **Insured Person** incurs by reason of a **Crisis** which first occurs and which **We** are notified of in writing as soon as reasonably possible during the **Period of Insurance**.

b) The **Specific Cover Limit** for such **Crisis Loss** covered under this Extension shall not exceed $100,000 in the aggregate.

3.19 Preserved Limit for Non-Executive Directors

We will provide to **Non-Executive Directors** a Preserved Limit specified in the **Schedule** for the payment of **Loss** for any **Claim** against such **Non-Executive Directors**, provided that the **Section Limit** and other insurances available to the **Non Executive Directors** have been exhausted.

Optional Extensions

The following are Optional Extensions to this **Section** only and are subject to all the terms, conditions and exclusions of the **Policy** unless otherwise stated to the contrary. If no cover is indicated in the **Schedule** in respect of each Optional Extension, then no cover is provided by this **Policy** for the Optional Extension. **We** reserve the right to offer any of the following Optional Extensions and to impose any additional terms, conditions and exclusions or charge any additional premium as **We** may require. These Optional Extensions will not increase the **Section Limit** unless expressly stated otherwise.

3.20 USA Jurisdiction

a) Notwithstanding Section 3.30, **We** will pay to an **Insured Person**, **Loss** for which the **Insured Person** is not indemnified by the **Insured Entity** resulting from any **Claim** first made against an **Insured Person** and notified to **Us** in writing as soon as reasonably possible during the **Period of Insurance**, provided that the **Claim**:

i. is first brought in or determined pursuant to the laws of, the United States of America, or its territories or protectorates; or

ii. arises out of the enforcement of judgments, orders or awards obtained in or determined pursuant to the laws of the United States of America, or its territories or protectorates; or

iii. where the proper law of the United States of America, or its territories or protectorates is applied to any of the issues in any such **Claim**.

b) Notwithstanding a) above, **We** will not cover the **Insured Person** against any **Loss** arising out of any **Claim**:

i. arising from or based upon any actual or alleged violation of the Securities Act 1933, the Securities Exchange Act 1934, any rules or regulations adopted there under, any like federal, state or provincial statute in the United States of America or its territories or protectorates, regulating securities similar to the foregoing, any rules or regulations adopted pursuant thereto, or as they may be amended or any other state, provincial or common law of the United States of America or its territories or protectorates relating to securities;

ii. arising from or based upon any provisions of the Employee Retirement Income Security Act 1974 and all amendments thereto and regulations concerning pension, profits sharing or employee benefit programmes arising under federal, state, local laws or common law or which relate in any way thereto;

iii. arising from or based upon any actions or proceedings or developments thereof arising directly or indirectly from the Anti-Trust Laws of the United States of America and its territories or protectorates; or

iv. arising in or determined pursuant to the laws of the United States of America and its territories or protectorates with respect to Sections 3.14, 3.21 and 3.22.

c) The **Specific Cover Limit** for such **Loss** under this Extension shall not exceed the **Specific Cover Limit** stated in the **Schedule**.

d) The **Excess** applicable to Section 3.2 also applies to this Extension.

3.21 Securities Liability – Insured Persons

Notwithstanding Section 3.33:

a) **We** will pay, on behalf of an **Insured Person**, **Loss** resulting from a **Claim** in respect of a **Securities Liability Wrongful Act**, provided the **Claim** is first made against the **Insured Person** and notified to **Us** in writing as soon as reasonably possible during the **Period of Insurance**.

b) The **Specific Cover Limit** for such **Loss** under this Extension shall not exceed the **Specific Cover Limit** stated in the **Schedule**.

c) The **Excess** applicable to this Extension is specified in the **Schedule**.

3.22 Shareholder Pollution Liability – Insured Person

a) Notwithstanding Section 3.32 a) of the **Policy**, **We** will pay **Loss** resulting from any **Claim** as a direct result of the discharge, dispersal, release or escape of **Pollutants**, which is brought by any shareholder of the **Insured Entity** either directly or derivatively, provided that such **Claims** are brought and maintained without the direct or indirect solicitation, enticement, intervention, participation, assistance or cooperation (other than where compelled by law to co-operate, assist or participate in such **Claim**) of any **Insured Person** or the **Insured Entity**.

b) **We** will not pay to an **Insured Person Loss** resulting from any **Claim**:

i. for **Wrongful Acts** occurring in the United States of America or its territories or protectorates;

ii. which arises out of the enforcement of judgments, orders or awards obtained in or determined pursuant to the laws of the United States of America, or its territories or protectorates; or

iii. where the proper law of the United States of America, or its territories or protectorates is applied to any of the issues in any such **Claim**.

c) The **Specific Cover Limit** for such **Loss** under this Extension shall not exceed the **Specific Cover Limit** stated in the **Schedule**.

d) The **Excess** applicable to this Extension is specified in the **Schedule**.

3.23 Pre Acquisition Liability

We will pay, on behalf of an **Insured Person** of any **Subsidiary** stated in the **Schedule**, **Loss** for which the **Insured Person** is not indemnified by the **Insured Entity** resulting from a **Claim** first made against the **Insured Person** and notified to **Us** in writing as soon as reasonably possible during the **Period of Insurance**, in respect of any **Wrongful Act** preceding the acquisition of that **Subsidiary** by the **Insured Entity**.

3.24 Multi-Year Run-Off after Merger or Consolidation

a) If the **Insured Entity** merges or is consolidated with or becomes the subsidiary of another company, or sells all or substantially all of its assets to another entity, the **Insured Entity** and any **Insured Person** shall have the option to extend the **Period of Insurance** up to 7 years immediately following the expiry of the **Period of Insurance** but only for any **Wrongful Act** committed or alleged to have been committed or attempted prior to the date of such sale, provided always that the right of the extension is only available to be exercised within 30 days of the expiry date of the **Period of Insurance**.

b) In the event that this optional extension is exercised, the **Insured Entity** and any **Insured Person** shall not be entitled to any further extension of cover beyond the **Period of Insurance** under Section 10.8.

Exclusions

There is no cover under this **Section** for any **Claim**, **Loss**, **Statutory Liability Defence Costs**, **Investigation Costs** or any other liability, loss or cost:

3.25 Conduct

a) based upon, directly or indirectly arising from or attributable to:

i. any wilful breach of duty, dishonest, fraudulent, criminal or malicious act or omission or other act or omission committed by the **Insured Person** with reckless disregard for the consequences of such act or omission;

ii. such **Insured Person** having improperly benefited in fact from securities transactions as a result of information that was not available to other sellers and/or purchasers of such securities; or

iii. such **Insured Person** having gained in fact any personal advantage to which he/she was not legally entitled.

b) however, this Exclusion shall only apply to the extent that the conduct specified in a) above has been established by a:

i. written admission by the **Insured** or any person authorised to make such an admission on behalf of the **Insured**; or

ii. court judgment or other final adjudication.

3.26 Known Claims & Circumstances

a) known at the inception date of this **Policy**; or

b) based upon, directly or indirectly arising from or attributable to any **Known Circumstance** or known **Claims**; or

c) disclosed in the **Proposal** or arising from facts or circumstances which may give rise to a **Claim** disclosed in the **Proposal**; or

d) if this **Section** is endorsed or amended midterm, for any **Claim** that arose from a **Known Circumstance** (as at the effective date of the amendment/ endorsement) to the extent that the **Claim** would not have been covered by this **Section** before such amendment/endorsement.

3.27 Bodily Injury and/or Property Damage

for any:

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

b) destruction of or damage to tangible property (including the loss of use thereof).

3.28 Breach of Professional Duty

based upon, directly or indirectly arising from or attributable to:

a) the rendering or failure to render professional services and/or professional advice to a third party by an **Insured**; or

b) a breach or alleged breach of any contract for the provision of professional services and/or professional advice to a third party by an **Insured**.

3.29 Fines, Penalties and Duties

based upon, directly or indirectly arising from, or attributable to, any fines and penalties, income tax, customs duties, excise duty, stamp duty, sales tax or any other State, Territory or Federal tax or duty assessed, levied or imposed by law.

3.30 Foreign Jurisdiction

based upon, directly or indirectly arising from, or attributable to any **Claim**:

a) first brought in or determined pursuant to the law of, the United States of America or its territories or protectorates; or

b) arising out of the enforcement of judgments, orders or awards obtained in or determined pursuant to the laws of the United States of America or its territories or protectorates; or

c) where the proper law of the United States of America or its territories or protectorates is applied to any of the issues in any **Claim** covered by this **Section**.

3.31 Asbestos

based upon, directly or indirectly arising from, or attributable to, asbestos.

3.32 Pollution, Nuclear Risks, War & Terrorism

based upon, directly or indirectly arising from, or attributable to:

a) the discharge, dispersal, release or escape of **Pollutants**;

b) atomic energy operations employing the process of nuclear fission or fusion or handling radioactive material which operations include but are not limited to:

i. the use of nuclear reactors such as atomic piles, particle accelerators or generators or similar devices; or

ii. the use, handling or transportation of radioactive materials; or

iii. the use, handling or transportation of any weapon of war or explosive device employing nuclear fission or fusion.

Provided always that this Exclusion shall not apply to any **Claim** arising from radio-isotopes or radium or radium compounds when used away from the place where such are made or produced and when used exclusively incidental to ordinary industrial, educational, medical or research pursuits;

c) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or 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, except to the extent that such an order arises as a result of any **Wrongful Act** committed by any **Insured Person**;

d) any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage, illness, injury, death, cost or expense; or

e) any action in controlling, preventing, suppressing, retaliating against, or responding to any act of **Terrorism**.

3.33 Securities Issue

based upon, directly or indirectly arising from or attributable to a **Securities Issue**.

3.34 Consensual Claims

based upon, directly or indirectly arising from, or attributable to, any **Consensual Claim**. This Exclusion does not apply to **Our** obligations to advance **Defence Costs** under Section 3.3.

3.35 Insured vs Insured

brought by or on behalf of:

a) the **Insured Entity** against any **Insured Person** or their estates, heirs, representatives, successors or assigns; or

b) any **Insured Person** against any other **Insured Person** or **Insured Entity**.

3.36 Additional Exclusions specific to Section 3.7

based upon, directly or indirectly arising from or attributable to any:

a) breach of law or regulation with respect to vehicular, air or marine traffic.

b) tax, levy, duty or obligation.

c) breach, violation or investigation with respect to ss 182, 183, 601FD and 601FE, 601JD of the Corporations Act 2001 (Cth).

3.37 Sanctions

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

Words with Special Meaning

3.38 Act

Any Act of the Parliaments of the Commonwealth of Australia (and/or Australian States and Territories), or New Zealand.

3.39 Authority

Any regulator, government body, government agency, disciplinary body, criminal authority, official trade body, or any other person or body:

a) having legal authority to conduct an **Investigation**; or

b) appointed, constituted or acting under a delegation pursuant to any **Act** for the purposes of enforcement of such **Act** or another **Act**.

3.40 Bail Bond and Civil Bond

The reasonable premium (but not collateral) for any bond or other financial instrument to guarantee an **Insured Person's** contingent obligation for bail required by a court in respect of any **Claim** including any premium paid for an appeal.

3.41 Claim

a) The receipt by any **Insured Person** of any written demand for money or damages, or non-pecuniary relief as a result of any alleged **Wrongful Act**; or

b) Any writ, summons, application or other originating legal (criminal, civil or otherwise) or arbitral proceedings, cross claim or counter-claim alleging any **Wrongful Act** which is served upon any **Insured Person**.

3.42 Consensual Claim

Any **Claim** which is brought with the solicitation, enticement, intervention, participation, assistance or cooperation of an **Insured Person** or **Insured Entity** against whom it is brought (other than where an **Insured Person** or **Insured Entity** is compelled by law to co-operate, assist or participate in such **Claim**).

3.43 Crisis

Any one of the following unforeseen events which, in the reasonable professional opinion of the managing director, company secretary, chief executive officer, chief financial officer, or in-house general counsel of the **Insured Entity**, has the potential to cause imminent **Operational Loss** to the **Insured Entity** if left unmanaged:

a) the loss of the **Insured Entity's** intellectual property rights including the misappropriation, infringement or violation of copyright, patents, trademarks or trade secrets that were previously created or acquired by the **Insured Entity**;

b) the loss of a major customer or major contract of the **Insured Entity**;

c) the recall of any product which has been manufactured, produced, packaged or distributed by the **Insured Entity**, due to its potential to cause property damage or bodily injury to others;

d) any act on the premises of the **Insured Entity** that causes death or injury or causes emotional distress to an **Insured Person** or customers of the **Insured Entity** from witnessing such an act;

e) any destruction or damage to tangible property belonging to the **Insured Entity** not caused by a natural disaster;

f) an event involving extradition proceedings.

3.44 Crisis Loss

The reasonable and necessary fees, costs and expenses of a public relations consultant retained by the **Insured Entity** with **Our** prior written consent (which shall not be unreasonably delayed or withheld) to minimise the effects of a **Crisis**, but only for a 30 day period immediately following the day on which the **Crisis** first occurs.

3.45 Defence Costs

All reasonable and necessary legal fees and other professional fees, costs and expenses (other than regular or overtime wages, salaries or fees of any **Insured Person**, office overheads, travel costs unrelated to the **Claim**, or other administration costs of any **Insured**) incurred by an **Insured Person** with **Our** prior written consent (which shall not be unreasonably delayed or withheld):

a) in investigating, defending or settling any **Claim** covered by this **Section**; or

b) incurred pursuant to Section 3.5; or

c) arising from an **Insured Person** lawfully opposing, challenging, resisting or defending any lawful extradition proceeding to surrender that **Insured Person** to any other Country for trial or any criminal investigation.

3.46 Employee

Any natural person who is or was, at the time the relevant **Wrongful Act** occurred a:

a) person who is or has been under a contract of employment or apprenticeship or any work experience or similar scheme with the **Insured Entity**, and is under the direction, control and supervision of the **Insured Entity**.

b) consultant or subcontractor who provides services on behalf of the **Insured Entity** pursuant to an expressed contract, whilst under the direction, control and supervision of the **Insured Entity** and indemnified by the **Insured Entity** in the same manner as **Employees** specified in point a) above are indemnified.

Employee does not include any consultants or subcontractors who provide services to the **Insured Entity**.

3.47 Emergency Assets Protection Proceedings

Any proceeding brought against any **Insured Person** by any **Authority** seeking:

a) confiscation, assumption of ownership and control, suspension or freezing of rights of ownership of real property or personal assets of an **Insured Person**;

b) a charge over real property or personal assets of such **Insured Person**;

c) a temporary or permanent prohibition on such **Insured Person** from holding the office of or performing the function of a director or officer;

d) a restriction of such **Insured Person's** liberty to a specified domestic residence or an official detention;

e) deportation of an **Insured Person** following revocation of otherwise proper, current and valid immigration status for any reason other than such **Insured Person's** conviction of a crime.

3.48 Excess

The amount specified in:

a) the **Schedule** which is payable by the **Insured Entity**, where in **Our** assessment an **Insured Person** is permitted to be indemnified by the **Insured Entity** against any matter the subject of cover under this **Section**;

b) this **Section** which is payable by the **Insured Person** in relation to each **Claim** covered by any of Sections 3.7, 3.14, 3.20, 3.21 and 3.22.

3.49 Fine or Penalty

a) A monetary fine or penalty prescribed under an **Act** and payable by an **Insured Person** to an **Authority**;

b) **Fine or Penalty** does not include any amounts payable or calculated by reference to:

i. compensation;

ii. compliance, remedial, reparation or restitution costs;

iii. exemplary or punitive damages;

iv. any consequential loss meaning any direct or indirect financial or economic loss, for example loss of reputation, loss of use or enjoyment, loss of profits or depreciation, except if specifically covered by this **Policy**;

v. requirement to pay taxes, rates, duties, levies, charges, fees or any other revenue charge or impost; and

vi. any fine or penalty the insurance of which is prohibited at law.

3.50 Investigation

a) Any formal or official examination, investigation, inquiry, hearing or other proceedings ordered or commissioned by any **Authority** into the affairs of an **Insured Entity** or an **Insured Person** during the **Period of Insurance**:

i. requiring attendance before or the production of documents by the **Insured Person** to the **Authority**;

ii. requiring questions to be answered by the **Insured Person** to the **Authority**;

iii. identifying the **Insured Person** in writing as a target of an examination, investigation, inquiry, hearing or other proceeding by an **Authority**.

b) An **Investigation** shall be deemed to be first made when the **Insured Person** is first required to respond and/or attend or is so identified as a target of the **Investigation**.

c) **Investigation** does not include any:

i. routine inspection, supervision, compliance or similar reviews or general industry wide violation reviews of the **Insured Entity** or **Insured Persons**; or

ii. **Statutory Liability Claim**.

3.51 Investigation Costs

a) All reasonable and necessary legal fees and other professional fees, costs and expenses (other than regular or overtime wages, salaries or fees of any **Insured Person**, office overheads, travel costs unrelated to the **Investigation**, or other administration costs of any **Insured**) incurred by an **Insured Person** with **Our** prior written consent (which shall not be unreasonably delayed or withheld) in investigating, responding and representing the **Insured Person** at any **Investigation**.

b) **Investigation Costs** does not include **Defence Costs** or **Statutory Liability Defence Costs**.

3.52 Loss

a) The amount which an **Insured Person** becomes legally obligated to pay on account of a covered **Claim** including:

i. **Defence Costs**;

ii. awards of damages;

iii. judgments;

iv. settlements to which **We** have consented;

v. awards of claimant's professional costs and disbursements;

vi. awards of interest (prejudgment and post judgment);

vii. order to pay compensation resulting from contravention of any statute;

viii. punitive, exemplary, multiplied or aggravated damages that an **Insured Person** is ordered to pay by a Court of competent jurisdiction unless the **Insured Entity** is legally prohibited from paying such damages in the jurisdiction in which the **Claim** is determined.

b) **Loss** does not include:

i. any fines and penalties

ii. liquidated damages;

iii. taxes; or

iv. punitive, exemplary, multiplied or aggravated damages arising out of the enforcement of judgments, orders or awards obtained in or determined pursuant to the laws of United States of America or its territories or protectorates.

3.53 Non-Executive Directors

a) Not employed in an executive position or executive capacity by the **Insured Entity**; or

b) Not a member of the management of the **Insured Entity**.

3.54 Operational Loss

A decrease greater than 30% of the total consolidated annual revenues for the most recent financial year end of the **Insured Entity**.

3.55 Outside Directors

An **Insured Person** who serves, at the specific request of the **Insured Entity** as a director, officer, trustee, governor or equivalent of an **Outside Entity**.

3.56 Outside Entity

An entity, including any not for profit entity, but other than:

a) a **Subsidiary**;

b) an entity incorporated or domiciled in the United States of America or its territories or protectorates;

c) any financial services entity, including but not limited to: commercial bank, merchant bank, investment bank, credit union, building society, insurance or reinsurance companies, international insurance brokers, reinsurance brokers, investment firm, investment or financial advisor/manager or fund manager;

d) an entity that has its securities listed on any securities exchange,

unless such entity is included by way of endorsement to this **Policy**.

3.57 Prosecution Costs

The reasonable and necessary legal fees, costs and expenses and other professional fees arising from a **Claim** first made during the **Period of Insurance** incurred personally by an **Insured Person** with **Our** prior written consent (which shall not be unreasonably delayed or withheld) to bring legal proceedings to overturn:

a) an interim or interlocutory judicial order for the confiscation of, assumption of ownership and control of, or freezing of, any asset of such **Insured Person**;

b) an interim or interlocutory judicial charging order over any assets of such **Insured Person**;

c) an interim or interlocutory order disqualifying such **Insured Person** from holding office or from managing a company; or

d) a judicial order requiring an **Insured Person** to be confined to a specific domestic residence or to be held in custody pending trial of the **Claim**.

3.58 Section

a) the Directors and Officers and Company Reimbursement Section of this **Policy** (Section 3); and

b) any endorsements to the Directors and Officers and Company Reimbursement Section of this **Policy** (Section 3).

3.59 Section Limit

The amount specified in the **Schedule** which shall be **Our** maximum liability, in the aggregate, payable under this **Section**, subject to the terms, conditions and exclusions of this **Policy**.

3.60 Securities Issue

Any rights issue, bonus share issue, employee share issue, dividend reinvestment plans, or any equity, debt or convertible note issue, sale or transfer of securities by the **Insured Entity** pursuant to a prospectus or information memorandum or otherwise.

3.61 Securities Liability Wrongful Act

Any **Wrongful Act** undertaken or attempted by any **Insured Person** with respect to a **Securities Issue**.

3.62 Statutory Liability Claim

Any written notice from an **Authority**, received by the **Insured**, which alleges a **Wrongful Breach** against an **Insured**.

Statutory Liability Claim does not include an **Investigation**.

3.63 Statutory Liability Defence Costs

All reasonable and necessary legal fees and other professional fees, costs and expenses (other than regular or overtime wages, salaries or fees of any **Insured Person**, office overheads, travel costs unrelated to the **Statutory Liability Claim**, or other administration costs of any **Insured**) incurred with **Our** prior written consent (which shall not be unreasonably delayed or withheld), in investigating, defending or settling any **Statutory Liability Claim**.

3.64 Wrongful Act

Any actual or alleged breach of duty, breach of trust, neglect, error, misstatement, misleading statement, omission, breach of warranty of authority, breach of statute or other act committed or attempted by any **Insured Person** on or after the **Retroactive Date**, while acting in their individual or collective capacities as an **Insured Person**.

3.65 Wrongful Breach

Any actual or alleged act, error or omission whereby the **Insured**:

a) contravenes or is involved in the contravention of an **Act**;

b) commits an offence pursuant to an **Act**; or

c) engages in conduct which is prohibited under an **Act**,

provided that such act, error or omission did occur or is alleged to have occurred in connection with the **Business** and on or after the **Retroactive Date**.

Section 4
Insured Entity Liability

This **Section** is to be read in conjunction with Section 10 and the **Schedule**.

The Cover We Provide

4.1 Insured Entity Liability Cover

We will pay, on behalf of the **Insured Entity**, **Loss** resulting from any **Entity Claim** first made against the **Insured Entity** and notified to **Us** in writing as soon as reasonably possible during the **Period of Insurance**.

Extensions

Subject to all of the terms, conditions and exclusions of the **Policy**, **We** agree to extend cover by the following Extensions. These Extensions will not increase the **Section Limit** unless expressly stated otherwise.

4.2 Advancement of Defence Costs

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

   i. **We** have not denied cover under the **Policy** and where cover is denied, only up to the point of any denial of cover; and

   ii. **Our** written consent is obtained prior to the **Insured** incurring such **Defence Costs** (which shall not be unreasonably delayed or withheld).

b) The **Insured** on whose behalf or for whose benefit **Defence Costs** were paid, shall repay to **Us**, and **We** reserve the right to recover all such **Defence Costs**, in the event and to the extent that:

   i. a written admission by the **Insured** or any person authorised to make such an admission on behalf of the **Insured**, of any of the conduct as set out in Section 4.14; or

   ii. it is subsequently established, directly or indirectly, by judgment or other final adjudication, that conduct of the type as set out in Section 4.14 occurred.

4.3 Continuous Cover

a) **We** cover the **Insured** for any **Entity Claim** otherwise covered by this **Section**, arising from a **Known Circumstance** (notwithstanding Section 4.15 of this **Policy**) if:

   i. there has been no fraudulent non-disclosure or fraudulent misrepresentation in respect of such **Known Circumstance**;

   ii. **We** were the management liability insurer of the **Insured** when the **Insured** first knew of such **Known Circumstance**;

iii. **We** continued without interruption to be the **Insured's** management liability insurer up until this **Policy** came into effect;

iv. had **We** been notified of the **Known Circumstance** when the **Insured** first knew of it, the **Insured** would have been covered under the policy in force at that time but is not now entitled to be covered by that policy, and the **Insured** would (but for Section 4.15 of this **Policy**) otherwise be covered under this **Policy**; and

v. the **Known Circumstance** has not previously been notified to **Us** or to any other insurer.

b) If the **Insured** was entitled to have given notice of the **Known Circumstance** under any other policy of insurance with any other insurer, then this Extension does not apply to provide cover under this **Policy** to the extent that the **Insured** would have been covered under that other policy.

c) **Our** liability under this Extension is reduced to the extent of any prejudice **We** suffer as a result of any delayed notification of the **Known Circumstance** to **Us**.

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

4.4 Work Health & Safety Defence Costs

a) Notwithstanding Sections 4.16 **We** will pay to the **Insured Entity** all:

i. **Defence Costs** resulting from any **Entity Claim**; or

ii. **Investigation Costs**,

in connection with any alleged violation or breach of Australia and New Zealand work health and safety laws, including but not limited to workplace death or corporate manslaughter.

b) The **Specific Cover Limit** for such **Defence Costs** and **Investigation Costs** covered under this Extension shall not exceed the **Specific Cover Limit** stated in the **Schedule**.

4.5 Crisis Cover – Insured Entity

a) **We** will pay any **Crisis Loss** that the **Insured Entity** incurs by reason of a **Crisis** which first occurs and is notified to **Us** during the **Period of Insurance**.

b) The **Specific Cover Limit** for such **Crisis Loss** covered under this Extension shall not exceed $100,000 in the aggregate.

4.6 Breach of Contract Defence Costs

a) Notwithstanding Section 4.20, **We** will pay the **Defence Costs** arising from any **Entity Claim** in respect of an alleged breach by the **Insured Entity** of any express contract or agreement (whether written or oral) with a third party.

b) The **Specific Cover Limit** for such **Defence Costs** covered under this Extension shall not exceed $100,000 in the aggregate.

4.7 Costs of Court and Inquiry Attendance

a) **We** will pay to and on behalf of the **Insured Entity** reasonable costs and expenses on account of an **Insured Person's** attendance at Court or a tribunal hearing or inquiry for the purposes of giving evidence as a witness in connection with an **Entity Claim**.

b) The maximum amount that **We** will pay to the **Insured Entity** for an **Insured Person's** daily attendance at Court or tribunal hearing or inquiry for the purpose of giving evidence is $500.

c) The **Specific Cover Limit** for such costs and expenses covered under this Extension shall not exceed $50,000 in the aggregate.

d) No **Excess** shall apply to this Extension.

4.8 Tax Audit Costs

a) Subject to **Section** 4.25, **We** will pay **Tax Audit Costs** on account of any **Audit** of the **Insured Entity** first commenced and notified to **Us** during the **Period of Insurance**.

b) **We** will not pay **Tax Audit Costs** if:

i. all taxation and other returns are not submitted within the time limits prescribed by all relevant statutes and regulations or as required by or on behalf of the Australian Taxation Office or any extensions that may have been granted;

ii. if an extension of time by the Australian Taxation Office is granted and all taxes are not paid by the due date or within any such extension;

iii. a full and complete disclosure of all income including capital gains as required by any legislation is not made by the **Insured Entity** or any other person acting on its behalf;

iv. direct access to the **Insured Entity's** accountant or registered tax agent is not granted to **Us** and full cooperation by them is given to **Us** including but not limited to the production of documents or information or advice given to the **Insured Entity** which **We** shall require for the purpose of assessing the claim under this Extension.

c) The **Specific Cover Limit** for such **Tax Audit Costs** covered under this Extension shall not exceed $50,000 in the aggregate.

4.9 Accidental Death – Insured Executive

a) Notwithstanding Section 4.16 a), **We** will pay **Loss** to the **Insured Entity** in respect of the **Accidental Death** of an **Insured Executive** during the **Period of Insurance**.

b) The **Specific Cover Limit** for such **Loss** covered under this Extension shall not exceed $100,000 for each **Insured Executive** and $500,000 in the aggregate for all **Insured Executives**.

c) For the purposes of this Extension '**Insured Executive**' means any natural person who at the time of the **Insured Executives Accidental Death** was a director, company secretary, chief executive officer, chief operating officer, chief financial officer, chief risk officer, in-house general counsel of the **Insured Entity** and between the ages of 18 years and 70 years old.

4.10 Internet Liability

We will pay **Loss** in respect of **Internet Claims** arising out of the **Insured Entity's Internet Activities** which occurred during the **Period of Insurance**.

4.11 Identity Fraud

a) If any party other than an **Insured Person** enters into any agreement with any third party fraudulently representing themselves as a representative of the **Insured Entity**, then **We** will pay any reasonable and necessary fees, costs and expenses incurred by the **Insured Entity**, which are notified to **Us** during the Period of Insurance and **We** provide **Our** prior written consent (which shall not be unreasonably delayed or withheld), in establishing that such fraudulent misrepresentation has occurred, should the third party seek to enforce such agreement against the **Insured Entity**.

b) The **Specific Cover Limit** for such fees, costs and expenses covered under this Extension shall not exceed $250,000 in the aggregate.

Optional Extension

The following are Optional Extensions to this **Section** only and are subject to all the terms, conditions and exclusions of the **Policy** unless otherwise stated to the contrary. **We** reserve the right to offer any of the following Optional Extensions and to impose any additional terms, conditions and exclusions or charge any additional premium as **We** may require. These Extensions will not increase the **Section Limit** unless expressly stated otherwise.

4.12 Securities Liability – Insured Entity

a) Notwithstanding Section 4.29, **We** will pay to the **Insured Entity Loss** arising out of an **Entity Claim** by reason of a **Securities Liability Wrongful Act** committed by an **Insured Entity** before or during the **Period of Insurance**, provided the **Entity Claim** is first made against the **Insured Entity** and notified to **Us** during the **Period of Insurance**.

b) Coverage will not extend to the **Insured Entity** if:

i. the **Securities Issue** was prior to the **Period of Insurance**; and

ii. notice was not given to **Us** of the **Securities Issue** within 60 days of the **Securities Issue**.

c) The **Specific Cover Limit** for the payments of such **Loss** under this Extension shall not exceed the **Specific Cover Limit** stated in the **Schedule**.

d) The **Excess** applicable to this Extension is stated in the **Schedule**.

4.13 Shareholder Pollution Liability – Insured Entity

a) Notwithstanding Section 4.22 a), **We** will pay **Loss** in respect of any **Entity Claim** arising out of the discharge, dispersal, release or escape of **Pollutants**, brought by any shareholder of the **Insured Entity** either directly or derivatively, provided that such **Entity Claim** is brought and maintained without the direct or indirect solicitation, enticement, assistance or co-operation (other than co-operation legally required by any statutory or regulatory authority) of any **Insured Persons** or the **Insured Entity**.

b) **We** will not pay to the **Insured Entity**, **Loss** incurred in respect of any **Entity Claim** for **Wrongful Acts** occurring in the United States of America or its territories or protectorates. **We** will also not pay to the **Insured Entity**, **Loss** in respect of any **Entity Claim** brought and maintained in or determined pursuant to the law of the United States of America or its territories or protectorates.

c) The **Specific Cover Limit** for such **Loss** covered under this Extension shall not exceed $250,000 in the aggregate.

Exclusions

There is no cover under this **Section** for any **Entity Claim**, **Loss**, **Investigation Costs** or any other liability, loss or cost:

4.14 Conduct

a) based upon, directly or indirectly arising from or attributable to:

i. any wilful breach of duty, the dishonest, fraudulent, criminal or malicious act or omission or other act or omission committed with deliberate intent of such **Insured Entity**;

ii. such **Insured Entity** having improperly benefited in fact from securities transactions as a result of information that was not available to other sellers and/or purchasers of such securities;

iii. such **Insured Entity** having gained in fact any personal advantage to which it was not legally entitled.

b) however, this Exclusion shall only apply to the extent that the conduct specified in a) above has been established by a:

i. written admission by the **Insured Entity** or any person authorised to make such an admission on behalf of the **Insured Entity**; or

ii. court judgment or other final adjudication.

4.15 Known Claims & Circumstances

a) known at the inception date of this **Policy**; or

b) based upon, directly or indirectly arising from or attributable to any **Known Circumstance** or known **Entity Claims**; or

c) disclosed in the **Proposal** or arising from facts or circumstances which may give rise to a **Entity Claim** disclosed in the **Proposal**; or

d) if this **Section** is endorsed or amended midterm, for any **Entity Claim** that arose from a **Known Circumstance** (as at the effective date of the amendment/endorsement) to the extent that the **Entity Claim** would not have been covered by this **Section** before such amendment/endorsement.

4.16 Bodily Injury and/or Property Damage

for any:

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

b) destruction of or damage to tangible property (including the loss of use thereof).

4.17 Breach of Professional Duty

based upon, directly or indirectly arising from or attributable to:

a) the rendering or failure to render professional services and/or professional advice provided to a third party by an **Insured**; or

b) a breach or alleged breach of any contract for the provision of professional services and/or professional advice, provided to a third party by an **Insured**.

4.18 Fines, Penalties and Duties

based upon, directly or indirectly arising from or attributable to any fines and penalties assessed, levied or imposed by law, income tax, customs duties, excise duty, stamp duty, sales tax or any other State, Territory or Federal tax or duty.

4.19 Foreign Jurisdiction

based upon, directly or indirectly arising from, or attributable to any **Entity Claim**:

a) first brought in or determined pursuant to the law of, the United States of America or it's territories or protectorates; or

b) arising out of the enforcement of judgments, orders or awards obtained in or determined pursuant to the laws of the United States of America or it's territories or protectorates; or

c) where the proper law of the United States of America or it's territories or protectorates is applied to any of the issues in any **Entity Claim** covered by this **Section**.

4.20 Assumed Liability

based upon, directly or indirectly arising from or attributable to any actual or alleged liability of:

a) the **Insured Entity**; or

b) third parties,

assumed by the **Insured Entity**, under any written or verbal contract or agreement. However, this Exclusion will not apply to liability that would have attached to the **Insured Entity** in the absence of such contract.

4.21 Asbestos

based upon, directly or indirectly arising from or attributable to asbestos.

4.22 Pollution, Nuclear Risks, War & Terrorism

based upon, directly or indirectly arising from or attributable to:

a) the discharge, dispersal, release or escape of **Pollutants**;

b) atomic energy operations employing the process of nuclear fission or fusion or handling radioactive material which operations include but are not limited to:

i. the use of nuclear reactors such as atomic piles, particle accelerators or generators or similar devices; or

ii. the use, handling or transportation of radioactive materials; or

iii. the use, handling or transportation of any weapon of war or explosive device employing nuclear fission or fusion.

Provided always that this Exclusion shall not apply to any **Entity Claim** arising from radio-isotopes or radium or radium compounds when used away from the place where such are made or produced and when used exclusively incidental to ordinary industrial, educational, medical or research pursuits;

c) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or 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, except to the extent that such an order arises as a result of any **Wrongful Act** committed by any **Insured Person**;

d) any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage, illness, injury, death, cost or expense; or

e) any action in controlling, preventing, suppressing, retaliating against, or responding to any act of **Terrorism**.

4.23 Accidental Death

for the **Accidental Death** of an **Insured Person** which is the result of the **Insured Person**:

a) engaging in any aerial activity, except as a passenger (and not as a pilot or crewmember) in any aircraft licensed to carry passengers;

b) committing suicide, or a criminal or illegal act;

c) being pregnant, or giving birth or having a miscarriage;

d) having Acquired Immune Deficiency Syndrome (A.I.D.S.) disease or Human Immunodeficiency Virus (H.I.V.) infection;

e) training for or participating as a professional in any sport;

f) racing in or on any motor powered device;

g) being in control of any motor powered device whilst having a blood alcohol level over the prescribed legal limit or being under the influence of any other drug, unless it was prescribed by a legally qualified medical practitioner; or

h) being exposed to radioactive materials in any form whatsoever whether occurring naturally or otherwise.

4.24 Anti-competitive Practices

based upon, directly or indirectly arising from or attributable to any actual or alleged violation of law, whether common law, regulatory or statutory with respect to anti-trust practices, unfair trade practices, and business competition practices.

4.25 Audit Costs

based upon, directly or indirectly arising from or attributable to any:

a) **Audit** conducted by the Australian Prudential Regulatory Authority;

b) **Audits**, notice of which or other facts, circumstances or information as to the likely conduct of an **Audit**, was received by the **Insured Entity** or any person acting on the **Insured Entity's** behalf prior to the inception date of this **Policy**;

c) fraudulent, dishonest, criminal or malicious act or omission committed by or on behalf of the **Insured Entity**;

d) **Audits** which are the result of false or misleading statements in a material particular and where the reason for such statement can be attributed to deliberate evasion, recklessness or carelessness by or on behalf of the **Insured Entity**. This Exclusion will not apply where a false or misleading statement results from such **Insured Entity** being misled by the government agency conducting such **Audit**, or where such **Insured Entity** could not have reasonably been expected to know that a statement was false or misleading;

e) criminal prosecution of the **Insured Entity**;

f) **Audit** conducted by the Australian Taxation Office only, in respect of which the Australian Taxation Office has imposed a final culpability penalty in excess of 75% of the tax payable;

g) **Audit** which results from the **Insured Entity** or any person acting on its behalf becoming aware of an error or deficiency in any information, **Return** or other documentation furnished to the relevant government authority or agency and not notifying the relevant government authority or agency of the error or deficiency without delay;

h) inquiry, investigation, review, examination or audit conducted for the sole purpose of determining to what extent any fine or penalty should be imposed or whether any prosecution action should be commenced against the **Insured Entity**;

i) **Audit** which is initiated to determine the **Insured Entity's** liability to pay any form of tax, levy, duty, penalty, as a result of participation in any marketed or mass marketed tax avoidance or tax minimisation scheme or arrangement unless the scheme or arrangement has received a prior product ruling in its favour from the relevant government agency;

j) legal action instituted by the **Insured Entity** unless it is at **Our** direction;

k) **Audit** where the **Insured Entity**, at the commencement of the **Audit** is bankrupt within the meaning of the Bankruptcy Act 1966 (Cth), or insolvent as defined under the Corporations Act 2001 (Cth), or in liquidation or in administration or in receivership;

l) **Return** lodged more than three months after the lodgement date prescribed in any authorised extension of time for lodgement and approved in writing by the relevant government authority or agency;

m) improper, unwarranted or unjustified delay, refusal or failure to comply with any request made by or on behalf of the Australian Taxation Office, for the production of documents or the furnishing of information by the **Insured Entity**;

n) inquiries from the Australian Taxation Office which are not related to an identified intention to conduct an **Audit** or likely future audit;

o) **Audit** concerning income earned or where the source of income is outside Australia and its external territories, or where the services giving rise to the **Audit** are performed by persons or any corporate entity ordinarily resident outside Australia;

p) matters arising under customs legislation;

q) **Audit** of a **Return** that has not been prepared or reviewed by the **Accountant or Registered Tax Agent**, except where the **Return** is a prescribed sales tax return or a prescribed payroll tax return; or

r) **Audit** Costs incurred after the investigation or **Audit** has been completed.

4.26 Data

based upon, directly or indirectly arising from or attributable to any actual or alleged loss of **Data** as a result of:

a) the use of illegal copies of software programs;

b) the design, update or enhancement of software programs or to perfect their operation or performance; or

c) failure of magnetic tape due to the effect of magnetic fields, their incorrect use or the obsolescence of the computer system.

4.27 Insured vs Insured

brought by or on behalf of:

a) the **Insured Entity** against any other **Insured Entity**, **Insured Person** or their estates, heirs, representatives, successors or assigns; or

b) any **Insured Person** against any other **Insured Person** (or their estates, heirs, representatives, successors or assigns) or **Insured Entity**.

4.28 Intellectual Property Rights

based upon, directly or indirectly arising from or attributable to any actual or alleged plagiarism, misappropriation, infringement or violation of copyright, patent, trademark, trade secret or any other intellectual property rights.

4.29 Securities Issue

based upon, directly or indirectly arising from or attributable to a **Securities Issue**.

4.30 Third Party Discrimination

based upon, directly or indirectly arising from or attributable to any actual or alleged discrimination or harassment of any third party who is not an **Insured**.

4.31 Sanctions

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

Words with Special Meaning

4.32 Accidental Death

Death resulting from an accident caused by sudden, violent, external and visible means and occurring solely and directly and independently of any other cause including any pre-existing physical or congenital condition or exposure to the elements. **Accidental Death** does not include death as a result of a sickness or disease.

4.33 Accountant or Registered Tax Agent

A person who is not an **Insured Person** and is recognised by either the Institute of Chartered Accountants or the Australian Society of Accountants, or any other person registered by the Australian Taxation Office as a tax agent, engaged by the **Insured Entity** for the purpose of preparing, or supervising the preparation of, or reviewing prior to dispatch, all returns and statements required by the Australian Taxation Office, in respect of any liability to pay tax by the **Insured Entity**.

4.34 Audit

a) Any official inquiry, investigation, review, examination or audit (including record keeping, record retention and client risk reviews) conducted by:

   i. the Australian Taxation Office; or

   ii. any other Australian (Federal, State or Territory) government authority or agency which has the statutory responsibility to conduct such inquiry, investigation, review, examination or audit in relation to taxation, duties, levies or other such statutory imposts.

b) in respect of a **Return** submitted by or on behalf of the **Insured Entity** or a **Tax Compliance Obligation**.

c) **Audit** shall not mean:

   i. a review for the purpose of maintaining the **Insured Entity's** industry status, license to conduct or operate its **Business**, gain or maintain membership or any form of workplace health and safety compliance;

   ii. any form of practice or procedural audit of the **Insured Entity's** files;

   iii. any activity involving a government authority or agency gathering information or data that is not part of an **Audit** of a **Return** or **Tax Compliance Obligation**;

   iv. any activity involved in the familiarisation education, training, application, implementation, process or operation of:

      1. any amendments or changes to existing legislation;

      2. the introduction of new legislation or industry regulation; or

      3. telephone communications from the Australian Tax Office.

4.35 Authority

Any regulator, government body, government agency, disciplinary body, criminal authority, official trade body, or any other person or body having legal authority to conduct an **Investigation**.

4.36 Crisis

Any one of the following unforeseen events which in the reasonable professional opinion of the managing director, company secretary, chief executive officer, chief financial officer, or in house general counsel of the **Insured Entity** has the potential to cause imminent **Operational Loss** to the **Insured Entity** if left unmanaged:

a) the loss of the **Insured Entity's** intellectual property rights including plagiarism, the misappropriation, infringement or violation of copyright, patents, trademarks or trade secrets that were previously created or acquired by the **Insured Entity**;

b) the loss of a major customer or major contract of the **Insured Entity**;

c) the recall of any product which has been manufactured, produced, packaged or distributed by the **Insured Entity** due to its potential to cause property damage or bodily injury to others;

d) any act on the premises of the **Insured Entity** that causes death or injury or causes emotional distress to an **Insured Person** or customers of the **Insured Entity** from witnessing such an act;

e) any destruction or damage to tangible property belonging to the **Insured Entity** not caused by a natural disaster;

f) an event involving extradition proceedings.

4.37 Crisis Loss

The reasonable and necessary fees, costs and expenses of a public relations consultant retained by the **Insured Entity** with **Our** prior written consent (which shall not be unreasonably delayed or withheld) to minimise the effects of a **Crisis**, but only for a 30 day period immediately following the day on which the **Crisis** first occurs.

4.38 Data

Documents or data of any nature including magnetic tape, other ways of recording information for a computer, numbers, text, sounds, electronically processed images, electronic data material; but not including bearer bonds, coupons, stamps, bank notes, currency notes or negotiable instruments.

4.39 Defence Costs

All reasonable and necessary legal fees and other professional fees, costs and expenses (other than regular or overtime wages, salaries or fees of any **Insured Person**, office overheads, travel costs unrelated to the **Entity Claim**, or other administration costs of any **Insured**) incurred by an **Insured Entity** with **Our** prior written consent (which shall not be unreasonably delayed or withheld) in investigating, defending or settling any **Entity Claim** covered by this **Section**.

4.40 Entity Claim

a) The receipt by an **Insured Entity** of any written demand for money or damages, or non-pecuniary relief as a result of any alleged **Wrongful Act**; or

b) Any writ, summons, application or other originating legal (criminal, civil or otherwise) or arbitral proceedings, cross claim or counter-claim alleging any **Wrongful Act** which is served upon an **Insured Entity**.

4.41 Employee

Any natural person who is or was, at the time the relevant **Wrongful Act** occurred a:

a) person who is or has been under a contract of employment or apprenticeship or any work experience or similar scheme with the **Insured Entity**, and is under the direction, control and supervision of the **Insured Entity**.

b) consultant or subcontractor who provides services on behalf of the **Insured Entity** pursuant to an expressed contract, whilst under the direction, control and supervision of the **Insured Entity** and indemnified by the **Insured Entity** in the same manner as **Employees** specified in point a) above are indemnified.

Employee does not include any consultants or subcontractors who provide services to the **Insured Entity**.

4.42 Excess

The amount specified in the **Schedule** which is payable by the **Insured Entity** in relation to each **Entity Claim** covered by this **Section**.

4.43 Internet Activities

The publishing, broadcasting, communication, distribution and/or dissemination of content via an **Internet Site**.

4.44 Internet Claim

An **Entity Claim** for:

a) libel or slander;

b) invasion of or interference with any right of privacy committed or allegedly committed by the **Insured Entity**;

solely arising out of the **Insured Entity's Internet Activities**.

4.45 Internet Site

Internet, intranet, extranet or social media sites owned, controlled, leased, administered, maintained or provided by the **Insured Entity**, but does not include any third party internet or social media sites accessed via links from the **Insured Entity's** internet or intranet sites.

4.46 Investigation

Any formal or official examination, investigation, inquiry, hearing or other proceedings ordered or commissioned by any **Authority** into the affairs of an **Insured Entity** during the **Period of Insurance**:

a) requiring attendance before or production of documents by the **Insured Entity** to the **Authority**;

b) requiring questions to be answered by the **Insured Entity** to the **Authority**; or

c) identifying the **Insured Entity** in writing as a target of an examination, investigation, inquiry, hearing or other proceeding by an **Authority**.

An **Investigation** shall be deemed to be first made when the **Insured Entity** is first required to respond and/or attend or so identified.

An **Investigation** does not include any routine regulatory inspection, supervision, compliance or similar reviews or general industry wide violation reviews of the **Insured Entity**.

4.47 Investigation Costs

a) All reasonable and necessary legal fees and other professional fees, costs and expenses (other than regular or overtime wages, salaries or fees of any **Insured Entity**, office overheads, travel costs unrelated to the **Investigation**, or other administration costs of any **Insured**) incurred by an **Insured Entity** with **Our** prior written consent (which shall not be unreasonably delayed or withheld) in investigating, responding and representing the **Insured Entity** at any **Investigation**.

b) **Investigation Costs** does not include **Defence Costs**.

4.48 Loss

a) The amount which an **Insured Entity** becomes legally obligated to pay on account of a covered **Entity Claim** including:

i. **Defence Costs**;

ii. awards of damages;

iii. judgments;

iv. settlements which **We** have consented;

v. awards of claimant's professional costs and disbursements;

vi. awards of interest (pre-judgment and post-judgment);

vii. order to pay compensation resulting from contravention of any statute;

viii. punitive, exemplary, multiplied or aggravated damages that an **Insured Entity** is ordered to pay by a Court of competent jurisdiction in which the **Entity Claim** is determined.

b) **Loss** does not include:

i. any fines and penalties;

ii. liquidated damages;

iii. taxes; or

iv. punitive, exemplary, or multiplied or aggravated damages arising out of the enforcement of judgments, orders or awards obtained in or determined pursuant to the laws of United States of America or its territories or protectorates.

4.49 Operational Loss

A decrease greater than 30% of the total consolidated annual revenues for the most recent financial year end of the **Insured Entity**.

4.50 Return

Any documentation legally required to be lodged with the Australian Taxation Office, or any other Australian (Federal, State or Territory) government authority or agency.

4.51 Section

a) The Insured Entity Liability Section of this **Policy** (Section 4); and

b) Any endorsements to the Insured Entity Liability Section of this **Policy** (Section 4).

4.52 Section Limit

The amount specified in the **Schedule** which shall be **Our** maximum liability, in the aggregate, payable under this **Section**, subject to the terms, conditions and exclusions of this **Policy**.

4.53 Securities Issue

Any rights issue, bonus share issue, employee share issue, dividend reinvestment plans, or any equity, debt or convertible note issue, sale or transfer of securities by the **Insured Entity** pursuant to a prospectus or information memorandum or otherwise.

4.54 Securities Liability Wrongful Act

Any **Wrongful Act** undertaken or attempted by any **Insured Entity** with respect to a **Securities Issue**.

4.55 Tax Audit Costs

Reasonable and necessary fees, costs and expenses of an **Accountant or Registered Tax Agent** or by any other external professional person or consultant domiciled in Australia engaged by the **Accountant or Registered Tax Agent** for work undertaken solely in respect of an **Audit**.

Tax Audit Costs does not include amounts payable pursuant to an amended **Return** including and not limited to any additional tax, duty, government impost or similar, penalties or fines, imposed by a government agency or authority following an **Audit**.

4.56 Tax Audit Notice

A notice received from the Australian Taxation Office, or any other Australian (Commonwealth, State or Territory) government authority or agency that is authorised to undertake such inquiry, investigation, review, examination or audit of a **Return**.

4.57 Tax Compliance Obligation

An official inquiry, investigation, review, examination or audit conducted by:

a) the Australian Taxation Office; or

b) any other Australian (Commonwealth, State or Territory) government authority or agency that is authorised to undertake such inquiry, investigation, review, examination or audit of a **Return**,

in relation to whether or not the **Insured Entity** has met its tax or financial compliance obligations with that government authority or agency.

4.58 Wrongful Act

Any actual or alleged breach of duty, breach of trust, neglect, error, misstatement, misleading statement, omission, breach of warranty of authority, breach of statute or other act committed or attempted by an **Insured Entity** on or after the **Retroactive Date**.

Section 5
Employment Practices Liability

This **Section** is to be read in conjunction with Section 10 and the **Schedule**.

Subject to Section 10.5, upon activation of this **Section**, all Employment Practices Liability cover provided in all other Sections of this **Policy** are deemed inoperative.

The Cover We provide

5.1 Employment Practices Liability

a) **We** will pay, on behalf of an **Insured**, **Loss** resulting from any **Employment Practices Claim** first made against the **Insured** and notified to **Us** in writing as soon as reasonably possible during the **Period of Insurance**.

b) **We** will pay, on behalf of an **Insured**, **Loss** resulting from any **Third Party Claim** first made against the **Insured** and notified to **Us** in writing as soon as reasonably possible during the **Period of Insurance**.

Extensions

Subject to all of the terms, conditions and exclusions of the **Policy**, **We** agree to extend cover by the following Extensions. These Extensions will not increase the **Section Limit** unless expressly stated otherwise.

5.2 Advancement of Defence Costs

a) If **We** elect not to take over and conduct the defence or settlement of any **Employment Practices Claim** or **Third Party Claim**, then **We** will pay all **Defence Costs** provided that:

i. **We** have not denied cover under the **Policy** and where cover is denied, only up to the point of any denial of cover; and

ii. **Our** written consent is obtained prior to the **Insured** incurring such **Defence Costs** (such consent shall not be unreasonably withheld or delayed).

b) The **Insured** on whose behalf or for whose benefit **Defence Costs** were paid, shall repay to **Us**, and **We** reserve the right to recover all such **Defence Costs**, in the event and to the extent that:

i. a written admission by the **Insured** or any person authorised to make such an admission on behalf of the **Insured**, of any of the conduct as set out in Section 5.4); or

ii. it is subsequently established, directly or indirectly, by judgment or other final adjudication, that conduct of the type as set out in Section 5.4 occurred.

5.3 Continuous Cover

a) **We** cover the **Insured** for any **Employment Practices Breach Claim** or **Third Party Claim** otherwise covered by this **Section**, arising from a **Known Circumstance** (notwithstanding Section 5.5 of this **Policy**) if:

i. there has been no fraudulent non-disclosure or fraudulent misrepresentation in respect of such **Known Circumstance**;

ii. **We** were the employment practices liability insurer of the **Insured** when the **Insured** first knew of such **Known Circumstance**;

iii. **We** continued without interruption to be the **Insured's** employment practices liability insurer up until this **Policy** came into effect;

iv. had **We** been notified of the **Known Circumstance** when the **Insured** first knew of it, the **Insured** would have been covered under the policy in force at that time but is not now entitled to be covered by that policy, and the **Insured** would (but for Section 5.5 of this **Policy**) otherwise be covered under this **Policy**; and

v. the **Known Circumstance** has not previously been notified to **Us** or to any other insurer.

b) If the **Insured** was entitled to have given notice of the **Known Circumstance** under any other policy of insurance with any other insurer, then this Extension does not apply to provide cover under this **Policy** to the extent that the **Insured** would have been covered under that other policy.

c) **Our** liability under this Extension is reduced to the extent of any prejudice **We** suffer as a result of any delayed notification of the **Known Circumstance** to **Us**.

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

Exclusions

There is no cover under this **Section** for any **Employment Practices Claim**, **Third Party Claim**, **Loss** or any other liability, loss or cost:

5.4 Conduct

a) based upon, directly or indirectly arising from or attributable to:

i. any wilful breach of duty, dishonest, fraudulent, criminal or malicious act or omission or other act or omission committed with deliberate intent of such **Insured**;

ii. such **Insured** having improperly benefited in fact from securities transactions as a result of information that was not available to other sellers and/or purchasers of such securities;

iii. such **Insured** having gained in fact any personal advantage to which he/she was not legally entitled.

b) however, this Exclusion shall only apply to the extent that the conduct specified in a) above has been established by:

i. a written admission by the **Insured** or any person authorised to make such an admission on behalf of the **Insured**; or

ii. court judgement or other final adjudication.

5.5 Known Claims & Circumstance

a) known at the inception date of this **Policy**; or

b) based upon, directly or indirectly arising from or attributable to any **Known Circumstance**, known **Employment Practices Claim** or known **Third Party Claim**; or

c) disclosed in the **Proposal** or arising from facts or circumstances which may give rise to a **Employment Practices Claim** or **Third Party Claim** disclosed in the **Proposal**; or

d) if this **Section** is endorsed or amended midterm, for any **Employment Practices Claim** or **Third Party Claim** that arose from a **Known Circumstance** (as at the effective date of the amendment/endorsement) to the extent that the **Employment Practices Claim** or **Third Party Claim** would not have been covered by this **Section** before such amendment/ endorsement.

5.6 Bodily Injury and/or Property Damage

for any:

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

b) destruction of or damage to tangible property (including the loss of use thereof).

5.7 Breach of Professional Duty

based upon, directly or indirectly arising from or attributable to:

a) the rendering or failure to render professional services and/or professional advice provided to a third party by an **Insured**; or

b) a breach or alleged breach of any contract for the provision of professional services and/or professional advice, provided to a third party by an **Insured**.

5.8 Foreign Jurisdiction

based upon, directly or indirectly arising from, or attributable to any **Employment Practices Claim** or **Third Party Claim**:

a) first brought in or determined pursuant to the law of, the United States of America or it's territories or protectorates; or

b) arising out of the enforcement of judgments, orders or awards obtained in or determined pursuant to the laws of the United States of America or it's territories or protectorates; or

c) where the proper law of the United States of America or it's territories or protectorates is applied to any of the issues in any **Employment Practices Claim** or **Third Party Claim** covered by this **Section**.

5.9 Assumed Liability

based upon, directly or indirectly arising from or attributable to any actual or alleged liability of:

a) the **Insured**; or

b) third parties,

assumed by the **Insured**, under any written or verbal contract or agreement. However, this Exclusion will not apply to liability that would have attached to the **Insured** in the absence of such contract.

5.10 Asbestos

based upon, directly or indirectly arising from or attributable to asbestos.

5.11 Pollution, Nuclear Risks, War & Terrorism

based upon, directly or indirectly arising from or attributable to:

a) the discharge, dispersal, release or escape of **Pollutants**;

b) atomic energy operations employing the process of nuclear fission or fusion or handling radioactive material which operations include but are not limited to:

i. the use of nuclear reactors such as atomic piles, particle accelerators or generators or similar devices; or

ii. the use, handling or transportation of radioactive materials; or

iii. the use, handling or transportation of any weapon of war or explosive device employing nuclear fission or fusion.

Provided always that this Exclusion shall not apply to any **Entity Claim** arising from radio-isotopes or radium or radium compounds when used away from the place where such are made or produced and when used exclusively incidental to ordinary industrial, educational, medical or research pursuits;

c) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or 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, except to the extent that such an order arises as a result of any **Wrongful Act** committed by any **Insured Person**;

d) any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage, illness, injury, death, cost or expense; or

e) any action in controlling, preventing, suppressing, retaliating against, or responding to any act of **Terrorism**.

5.12 Benefits and Statutory Entitlements

based upon, directly or indirectly arising from or attributable to:

a) workers compensation, disability benefits, unemployment benefits, redundancy benefits or compensation, retirement benefits, social security benefits or any similar law or obligation whatsoever;

b) any discretionary bonus, commission, severance payment, stock (including all plans and derivatives), other fringe benefit or an amount representing any of the above.

5.13 Industrial Action

based upon, directly or indirectly arising from or attributable to:

a) acts committed during or in connection with any industrial dispute (whether between employer and **Insured Person** or between **Insured Persons** or their unions or generally), strike, picket, lock-out, go slow or work to rule action; or

b) collective bargaining negotiation or agreement.

This Exclusion does not apply to **Loss** on account of an **Employment Practices Claim** or **Third Party Claim** for retaliation.

5.14 Insolvency

brought after the appointment of any liquidator, receiver and manager, official manager, administrator, official trustee in bankruptcy, or trustee administering a compromise or scheme of arrangement of the **Insured Entity**. However this Exclusion does not apply to **Employment Practices Claims** and **Third Party Claims** notified prior to such appointment.

5.15 Physical Modifications to Premises

based upon, directly or indirectly arising from or attributable to any liability for the cost of physical modifications to premises, plant or equipment owned or occupied by the **Insured Entity** to make the building or property more accessible or accommodating to disabled persons. This Exclusion does not apply to **Defence Costs** incurred as a result of an **Employment Practices Claim** or **Third Party Claim**.

5.16 Unfair Contracts Claim

based upon, directly or indirectly arising from or attributable to:

a) compensation sought in respect of a contract of employment alleged to be unfair; or

b) the seeking of relief in respect of any allegedly unfair contract, pursuant to any law or regulation or pursuant to any statute, ordinance or industrial instrument in the States or Territories of the Commonwealth of Australia or in New Zealand.

This Exclusion does not apply to **Loss** on account of a claim for relief from retaliation in respect of any action taken by the **Insured** against another **Insured** regarding an allegedly unfair contract.

5.17 Sanctions

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

Words with Special Meanings

5.18 Defence Costs

All reasonable and necessary legal fees and other professional fees, costs and expenses (other than regular or overtime wages, salaries or fees of any **Insured Person**, office overheads, travel costs unrelated to the **Employment Practices Claim** or **Third Party Claim**, or other administration costs of any **Insured**) incurred with **Our** prior written consent (which shall not be unreasonably delayed or withheld), in investigating, defending or settling any **Employment Practices Claim** or **Third Party Claim** covered by this **Section**.

5.19 Discrimination

Discrimination, including but not limited to, discrimination on the basis of race, colour, religion, age, sex, disability, pregnancy, marital status, political affiliations or ideology, sexual orientation or preference.

5.20 Employee

Any natural person who is or was, at the time the relevant **Wrongful Act** occurred a:

a) person who is or has been under a contract of employment or apprenticeship or any work experience or similar scheme with the **Insured Entity**, and is under the direction, control and supervision of the **Insured Entity**.

b) prospective employee of the **Insured Entity**.

c) consultant or subcontractor who provides services on behalf of the **Insured Entity** pursuant to an expressed contract, whilst under the direction, control and supervision of the **Insured Entity** and indemnified by the **Insured Entity** in the same manner as **Employees** specified in point a) above are indemnified.

Employee will not include any consultants or subcontractors who provide services to the **Insured Entity**.

5.21 Employment Practices Claim

a) Receipt by the **Insured Entity** of any written demand for money or damages or non pecuniary relief alleging a **Wrongful Act** relating to the employment of an **Employee** of the **Insured Entity** including but not limited to reinstatement, re-employment or any other injunctive relief; or

b) Any writ, summons, application or other originating legal (criminal, civil or otherwise) or arbitral proceedings, cross claim or counter-claim alleging a **Wrongful Act** relating to the employment of an **Employee**; or

c) Any subpoena, notice to appear or similar notice requiring attendance at an administrative, regulatory or tribunal proceeding commenced by the Fair Work Ombudsman or any similar regulatory authority with legal jurisdiction over the **Insured Entity's** employment practices which is served upon an **Insured Entity** by or on behalf of any **Insured Person** against an **Insured Entity** for a **Wrongful Act**.

5.22 Excess

The amount specified in the **Schedule** which is payable by the **Insured** in relation to each **Employment Practices Claim** or **Third Party Claim** covered by this **Section**.

5.23 Loss

a) The amount which an **Insured** becomes legally obligated to pay on account of a covered **Employment Practices Claim** or **Third Party Claim** including:

   i. **Defence Costs**;

   ii. awards of damages;

   iii. judgments;

   iv. settlements which **We** have consented;

   v. awards of claimant's professional costs and disbursements;

   vi. awards of interest (pre-judgment and post judgment);

   vii. order to pay compensation resulting from contravention of any statute;

   viii. punitive, exemplary, multiplied or aggravated damages that an **Insured** is ordered to pay by a Court of competent jurisdiction in which the **Employment Practices Claim** or **Third Party Claim** is determined.

   ix. interest, back-pay where reinstatement of an **Employee** is ordered by a Court (other than regular or overtime wages, salaries or fees of any **Insured Person**).

b) **Loss** does not include:

   i. any fines and penalties;

   ii. liquidated damages;

   iii. taxes;

   iv. punitive, exemplary, or multiplied or aggravated damages arising out of the enforcement of judgments, orders or awards obtained in or determined pursuant to the laws of United States of America or its territories or protectorates;

   v. the future salary, wages, commissions or benefits of a claimant pursuant to a settlement of, order in or other resolution of any **Employment Practices Claim** or **Third Party Claim**;

   vi. stock benefits; or

   vii. any other amounts which are prohibited by law in the jurisdiction in which the **Employment Practices Claim** or **Third Party Claim** is determined.

5.24 Section

a) The Employment Practices Liability Section of this **Policy** (Section 5); and

b) Any endorsements to the Employment Practices Liability Section of this **Policy** (Section 5).

5.25 Section Limit

The amount specified in the **Schedule** which shall be **Our** maximum liability, in the aggregate, payable under this **Section**, subject to the terms, conditions and exclusions of this **Policy**.

5.26 Third Party

Any natural person or entity which is not an **Insured**.

5.27 Third Party Claim

a) Receipt by any **Insured** of any written demand for money or damages or non pecuniary relief alleging a **Third Party Wrongful Act** committed by an **Insured Person**;

b) Any writ, summons, application or other originating legal (criminal, civil or otherwise) or arbitral proceedings, cross claim or counter-claim alleging a **Third Party Wrongful Act** committed by an **Insured Person**; or

c) Any subpoena, notice to appear or similar notice requiring attendance at an administrative, regulatory or tribunal proceeding which is served upon any **Insured** which is brought or maintained by or on behalf of any **Third Party** against an **Insured Person** for a **Third Party Wrongful Act**.

d) For the purposes of this definition only '**Insured Person**' does not include any past or present director, company secretary, chief executive officer, chief operating officer, chief financial officer, chief risk officer or in-house general counsel.

5.28 Third Party Wrongful Act

Unlawful **Discrimination** or harassment against a **Third Party** committed or attempted by any **Insured Person** in the course of their employment with the **Insured Entity** and in their capacity as an **Insured Person**.

5.29 Wrongful Act

Any actual or alleged wrongful, unfair employment-related:

a) denial of natural justice;

b) discipline, discharge, dismissal or termination of employment;

c) misrepresentation;

d) breach of any oral, written or implied employment contract;

e) unlawful **Discrimination**;

f) harassment;

g) failure to employ;

h) failure to promote;

i) failure to grant tenure;

j) deprivation of career opportunity;

k) demotion;

l) defamation;

m) invasion of privacy;

n) bullying;

o) infliction of emotional distress,

committed or attempted by any **Insured** on or after the **Retroactive Date**.

Section 6
Statutory Liability

This **Section** is to be read in conjunction with the Section 10 and the **Schedule**.

Subject to Section 10.5, upon activation of this **Section**, all Statutory Liability or fines and penalties cover provided in all other Sections of this **Policy** are deemed inoperative.

The Cover We Provide

6.1 Statutory Liability Cover

We will, to the extent permitted by law, pay on behalf of an **Insured** any:

a) **Fine or Penalty** resulting from any **Statutory Liability Claim** first made against the **Insured** and notified to **Us** in writing as soon as reasonably possible during the **Period of Insurance**;

b) **Statutory Liability Defence Costs** incurred in connection with a **Statutory Liability Claim** specified in paragraph a) above.

Extensions

Subject to all of the terms, conditions and exclusions of the **Policy**, **We** agree to extend cover by the following Extensions. These Extensions will not increase the **Section Limit** unless expressly stated otherwise.

6.2 Advancement of Statutory Liability Defence Costs

a) If **We** elect not to take over and conduct the defence or settlement of any **Statutory Liability Claim**, then **We** will advance **Statutory Liability Defence Costs**, provided that:

i. **We** have not denied cover under the **Policy** and where cover is denied, only up to the point of any denial of cover; and

ii. **Our** written consent is obtained prior to the **Insured** incurring such **Statutory Liability Defence Costs** (such consent shall not be unreasonably withheld or delayed).

b) The **Insured** on whose behalf or for whose benefit **Statutory Liability Defence Costs** were paid, shall repay to **Us**, and **We** reserve the right to recover all such **Statutory Liability Defence Costs**, in the event and to the extent that:

i. a written admission by the **Insured** or any person authorised to make such an admission on behalf of the **Insured**, of any of the conduct as set out in Section 6.5); or

ii. it is subsequently established, directly or indirectly, by judgment or other final adjudication, that conduct of the type as set out in Section 6.5 occurred.

6.3 Continuous Cover

a) **We** cover the **Insured** for any **Statutory Liability Claim** otherwise covered by this **Policy**, arising from a **Known Circumstance** (notwithstanding Section 6.6 of this **Policy**) if:

i. there has been no fraudulent non-disclosure or fraudulent misrepresentation in respect of such **Known Circumstance**;

ii. **We** were the statutory liability insurer of the **Insured** when the **Insured** first knew of such **Known Circumstance**;

iii. **We** continued without interruption to be the **Insured's** statutory liability insurer up until this **Policy** came into effect;

iv. had **We** been notified of the **Known Circumstance** when the **Insured** first knew of it, the **Insured** would have been covered under the policy in force at that time but is not now entitled to be covered by that policy, and the **Insured** would (but for Section 6.6 of this **Policy**) otherwise be covered under this **Policy**; and

v. the **Known Circumstance** has not previously been notified to **Us** or to any other insurer.

b) If the **Insured** was entitled to have given notice of the **Known Circumstance** under any other policy of insurance with any other insurer, then this Extension does not apply to provide cover under this **Policy** to the extent that the **Insured** would have been covered under that other policy.

c) **Our** liability under this Extension is reduced to the extent of any prejudice **We** suffer as a result of any delayed notification of the **Known Circumstance** to **Us**.

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

6.4 Statutory Liability Cover for Pollution

a) Notwithstanding Sections 6.11 a) **We** will, to the extent permitted by law, pay on behalf of an **Insured**, any **Fine or Penalty** payable by the **Insured** and any **Statutory Liability Defence Costs** arising out of any **Statutory Liability Claim** (in respect of the discharge, dispersal, release or escape of **Pollutants**) first made against the **Insured** and notified to **Us** during the **Period of Insurance**.

b) The **Specific Cover Limit** for the payment of such **Fine or Penalty** and **Statutory Liability Defence Costs** under this Extension shall not exceed $500,000 in the aggregate.

c) Notwithstanding the above, **We** do not indemnify the **Insured** for any **Fine or Penalty** or **Statutory Liability Defence Costs** associated with any **Statutory Liability Claim** arising out of the alleged failure of the **Insured** to comply with any lawful consent, demand, determination, memorandum, notice, order, schedule or the like issued under an **Act**.

Exclusions

There is no cover under this **Section** for any **Fine or Penalty**, **Statutory Liability Claim**, **Statutory Liability Defence Costs** or any other liability, loss or cost:

6.5 Conduct

a) based upon, directly or indirectly arising from, or attributable to:

i. any wilful breach of duty, dishonest, fraudulent, criminal or malicious act or omission or other act or omission committed with deliberate intent of such **Insured**;

ii. such **Insured** having improperly benefited in fact from securities transactions as a result of information that was not available to other sellers and/or purchasers of such securities;

iii. such **Insured** having gained in fact any personal advantage to which he/she was not legally entitled.

b) however, this Exclusion shall only apply to the extent that the conduct specified in a) above has been established by:

i. written admission by the **Insured** or any person authorised to make such an admission on behalf of the **Insured**; or

ii. court judgment or other final adjudication.

6.6 Known Statutory Liability Claims and Circumstances

a) known at the inception date of this **Policy**;

b) based upon, directly or indirectly arising from, or attributable to any **Known Circumstance** or known **Statutory Liability Claim**; or

c) disclosed in the **Proposal**, or arising from facts or circumstances which may give rise to a **Statutory Liability Claim** disclosed in the **Proposal**; or

d) if this **Section** is endorsed or amended mid-term, for any **Statutory Liability Claim** that arose from a **Known Circumstance** (as at the effective date of the amendment/endorsement) to the extent that the **Statutory Liability Claim** would not have been covered by the **Section** before such amendment/endorsement.

6.7 Bodily Injury and/or Property Damage

for any:

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

b) destruction of or damage to tangible property (including the loss of use thereof).

This Exclusion does not apply to the Work Health and Safety Act 2011 (Cth) (and equivalent New Zealand and/or Australian States and Territories legislation).

6.8 Breach of Professional Duty

based upon, directly or indirectly arising from, or attributable to:

a) the rendering or failure to render professional services and/or professional advice provided to a third party by an **Insured**; or

b) a breach or alleged breach of any contract for the provision of professional services and/or professional advice, provided to a third party by an **Insured**.

6.9 Foreign Jurisdiction

based upon, directly or indirectly arising from, or attributable to any **Statutory Liability Claim**:

a) first brought in or determined pursuant to the law of any country other than Australia or New Zealand or their territories or protectorates; or

b) arising out of the enforcement of judgments, orders or awards obtained in any country other than Australia or New Zealand or their territories or protectorates; or

c) where the proper law of a country other than Australia or New Zealand or their territories or protectorates is applied to any of the issues in any **Statutory Liability Claim** covered by this **Section**.

6.10 Asbestos

based upon, directly or indirectly arising from, or attributable to asbestos.

6.11 Pollution, Nuclear Risks, War & Terrorism

based upon, directly or indirectly arising from, or attributable to:

a) the discharge, dispersal, release or escape of **Pollutants**;

b) atomic energy operations employing the process of nuclear fission or fusion or handling radioactive material which operations include but are not limited to:

i. the use of nuclear reactors such as atomic piles, particle accelerators or generators or similar devices; or

ii. the use, handling or transportation of radioactive materials; or

iii. the use, handling or transportation of any weapon of war or explosive device employing nuclear fission or fusion.

Provided always that this Exclusion shall not apply to any **Claim** arising from radio-isotopes or radium or radium compounds when used away from the place where such are made or produced and when used exclusively incidental to ordinary industrial, educational, medical or research pursuits;

c) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or 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, except to the extent that such an order arises as a result of any **Wrongful Act** committed by any **Insured Person**;

d) any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage, illness, injury, death, cost or expense; or

e) any action in controlling, preventing, suppressing, retaliating against, or responding to any act of **Terrorism**.

6.12 Directors & Officers Activities

based upon, directly or indirectly arising from, or attributable to any breach, violation or investigation with respect to ss 182, 183, 601FD and 601FE, 601JD of the Corporations Act 2001 (Cth).

6.13 Intentional Acts

based upon, directly or indirectly arising from, or attributable to:

a) wilful, intentional or deliberate **Wrongful Breach** by an **Insured**;

b) wilful, intentional or deliberate failure to comply with any lawful notice, direction, enforcement action or proceeding under any **Act** by an **Insured**; or

c) **Wrongful Breach** caused by gross negligence or recklessness by an **Insured**.

6.14 Taxation

based upon, directly or indirectly arising from, or attributable to any tax, levy, duty or obligation.

6.15 Traffic

based upon, directly or indirectly arising from, or attributable to any breach of law or regulation with respect to vehicular, air or marine traffic.

6.16 Sanctions

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

Words with Special Meanings

6.17 Act

Any Act of the Parliaments of the Commonwealth of Australia (and/or Australian States and Territories), or New Zealand.

6.18 Authority

Any regulator, government body, government agency, disciplinary body, criminal authority, official trade body, or any other person or body appointed, constituted or acting under a delegation pursuant to any **Act** for the purposes of enforcement of such **Act** or another **Act**.

6.19 Employee

Any natural person who is or was, at the time the relevant **Wrongful Breach** occurred a:

a) person who is or has been under a contract of employment or apprenticeship or any work experience or similar scheme with the **Insured Entity**, and is under the direction, control and supervision of the **Insured Entity.**

b) consultant or subcontractor who provides services on behalf of the **Insured Entity** pursuant to an expressed contract, whilst under the direction, control and supervision of the **Insured Entity** and indemnified by the **Insured Entity** in the same manner as **Employees** specified in point a) above are indemnified.

Employee shall not include any consultants or subcontractors who provide services to the **Insured Entity**.

6.20 Excess

The amount specified in the **Schedule** which is payable by the **Insured** in relation to each **Statutory Liability Claim** covered by this **Section**.

6.21 Fine or Penalty

a) A monetary fine or penalty prescribed under an **Act** and payable by an **Insured** to an **Authority**;

b) **Fine or Penalty** does not include any amounts payable or calculated by reference to:

i. compensation;

ii. compliance, remedial, reparation or restitution costs;

iii. exemplary or punitive damages;

iv. any consequential loss meaning any direct or indirect financial or economic loss, for example loss of reputation, loss of use or enjoyment, loss of profits or depreciation, except if specifically covered by this **Policy**;

v. requirement to pay taxes, rates, duties, levies, charges, fees or any other revenue charge or impost; and

vi. any fine or penalty the insurance of which is prohibited at law.

6.22 Section

a) The Statutory Liability Section of this **Policy** (Section 6); and

b) Any endorsements to the Statutory Liability Section of this **Policy** (Section 6).

6.23 Section Limit

The amount specified in the **Schedule** which shall be **Our** maximum liability, in the aggregate, payable under this **Section**, subject to the terms, conditions and exclusions of this **Policy**.

6.24 Statutory Liability Claim

Any written notice from an **Authority**, received by the **Insured**, which alleges a **Wrongful Breach** against an **Insured**.

6.25 Statutory Liability Defence Costs

All reasonable and necessary legal fees and other professional fees, costs and expenses (other than regular or overtime wages, salaries or fees of any **Insured Person**, office overheads, travel costs unrelated to the **Statutory Liability Claim**, or other administration costs of any **Insured**) incurred with **Our** prior written consent (which shall not be unreasonably delayed or withheld), in investigating, defending or settling any **Statutory Liability Claim**.

6.26 Wrongful Breach

Any actual or alleged act, error or omission whereby the **Insured**:

a) contravenes or is involved in the contravention of an **Act**;

b) commits an offence pursuant to an **Act**; or

c) engages in conduct which is prohibited under an **Act**,

provided that such act, error or omission did occur or is alleged to have occurred in connection with the **Business** and on or after the **Retroactive Date**.

Section 7
Crime Cover

This **Section** is to be read in conjunction with Section 10 and the **Schedule**.

Subject to Section 10.5, upon activation of this **Section**, all Crime or fidelity cover provided in all other Sections of this **Policy** are deemed inoperative.

The Cover We Provide

7.1 Crime Cover

We will, to the extent permitted by law, pay to or on behalf of the **Insured Entity** any **Crime Loss** resulting from any **Criminal Act**, provided such **Crime Loss** is first **Discovered** and notified to **Us** in writing as soon as reasonably possible during the **Period of Insurance**.

7.2 Expenses Cover

We will pay to or on behalf of the **Insured Entity** any **Investigation Costs** and **Computer Restoration Costs** resulting from any **Criminal Act** incurred in connection with a **Crime Loss** specified in Section 7.1.

Extensions

Subject to all of the terms, conditions and exclusions of the **Policy**, **We** agree to extend cover by the following Extensions. These Extensions will not increase the **Section Limit** unless expressly stated otherwise.

7.3 Premises and In Transit Cover

a) **We** will pay to or on behalf of the **Insured Entity** any **Crime Loss** suffered by the **Insured Entity** arising from theft:

   i. within or from the **Insured Entity's** premises;

   ii. while in transit;

   iii. temporarily within the home of an **Insured Person**,

   resulting from a **Third Party Criminal Act**.

b) The **Specific Cover Limit** for such **Crime Loss** covered under this Extension shall not exceed $250,000 in the aggregate.

7.4 Forgery Cover

a) **We** will pay to or on behalf of the **Insured Entity** any **Crime Loss** suffered by the **Insured Entity** arising from forgery of **Money** and **Securities** resulting from a **Third Party Criminal Act**.

b) The **Specific Cover Limit** for such **Crime Loss** covered under this Extension shall not exceed $250,000 in the aggregate.

7.5 Computer Fraud

a) **We** will pay to or on behalf of the **Insured Entity** any **Crime Loss** suffered by the **Insured Entity** arising from **Computer Fraud** resulting from a **Third Party Criminal Act**.

b) The **Specific Cover Limit** for such **Crime Loss** covered under this Extension shall not exceed $250,000 in the aggregate.

7.6 Funds Transfer Fraud, Counterfeit Currency Fraud, or Credit Card Fraud

a) **We** will pay to or on behalf of the **Insured Entity** any **Crime Loss** suffered by the **Insured Entity** arising from funds transfer fraud, the receipt of counterfeit currency fraud, or credit card fraud resulting from a **Third Party Criminal Act**.

b) The **Specific Cover Limit** for such **Crime Loss** covered under this Extension shall not exceed $250,000 in the aggregate.

7.7 Continuous Cover

a) **We** cover the **Insured** for any **Crime Loss** otherwise covered by this **Policy**, arising from a **Known Circumstance** (notwithstanding Section 7.8 of this **Policy**) if:

i. there has been no fraudulent non-disclosure or fraudulent misrepresentation in respect of such **Known Circumstance**;

ii. **We** were the **Insured's** insurer for crime or fidelity insurance when the **Insured** first knew of such **Known Circumstance**;

iii. **We** continued without interruption to be the **Insured's** insurer for crime or fidelity insurance up until this **Policy** came into effect;

iv. had **We** been notified of the **Known Circumstance** when the **Insured** first knew of it, the **Insured** would have been covered under the policy in force at that time but is not now entitled to be covered by that policy, and the **Insured** would (but for Section 7.8 of this **Policy**) otherwise be covered under this **Policy**; and

v. the **Known Circumstance** has not previously been notified to **Us** or to any other insurer.

b) If the **Insured** was entitled to have given notice of the **Known Circumstance** under any other policy of insurance with any other insurer, then this Extension does not apply to provide cover under this **Policy** to the extent that the **Insured** would have been covered under that other policy.

c) **Our** liability under this Extension is reduced to the extent of any prejudice **We** suffer as a result of any delayed notification of the **Known Circumstance** to **Us**.

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

Exclusions

There is no cover under this **Section** for any **Crime Loss**, **Computer Restoration Costs** or any other liability, loss or cost:

7.8 Known Crime Loss and Circumstances

a) known at or first **Discovered** prior to the inception date of this **Policy**; or

b) based upon, directly or indirectly arising from, or attributable to any **Known Circumstance** or known **Crime Loss**; or

c) disclosed in the **Proposal** or based upon, directly or indirectly arising from, or attributable to facts or circumstances which may give rise to a **Crime Loss** disclosed in the **Proposal**; or

d) if this **Policy** is endorsed or amended midterm, for any **Crime Loss** that arose from a **Known Circumstance** (as at the effective date of the amendment/endorsement) to the extent that the **Crime Loss** would not have been covered by the **Policy** before such amendment/endorsement.

7.9 Asbestos

based upon, directly or indirectly arising from, or attributable to asbestos.

7.10 Pollution, Nuclear Risks, War & Terrorism

based upon, directly or indirectly arising from, or attributable to:

a) the discharge, dispersal, release or escape of **Pollutants** into or upon land, the atmosphere, or any water course or body of water;

b) atomic energy operations employing the process of nuclear fission or fusion or handling radioactive material which operations include but are not limited to:

i. the use of nuclear reactors such as atomic piles, particle accelerators or generators or similar devices;

ii. the use, handling or transportation of radioactive materials; or

iii. the use handling or transportation of any weapon of war or explosive device employing nuclear fission or fusion.

Provided always that this Exclusion shall not apply to any **Crime Loss** arising from radio-isotopes or radium or radium compounds when used away from the place where such are made or produced and when used exclusively incidental to ordinary industrial, educational, medical or research pursuits;

c) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or 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, except to the extent that such an order arises as a result of any **Crime Loss**;

d) any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage, illness, injury, death, cost or expense; or

e) any action in controlling, preventing, suppressing, retaliating against, or responding to any act of **Terrorism**.

7.11 Confidential Information

based upon, directly or indirectly arising from, or attributable to the dissemination of or accessing of any confidential information including but not limited to patents, trademarks, copyrights, trade secrets, confidential processing methods, computer programs and customer information.

7.12 Consequential Loss

based upon, directly or indirectly arising from, or attributable to any loss consequential to any **Crime Loss**, meaning any direct or indirect financial or economic loss, unless covered under Section 7.2, including but not limited to any:

a) actual or perceived opportunity costs;

b) actual or perceived reputational costs;

c) salaries, commission, bonuses, fees, superannuation and other payments made in the normal course of business; and

d) costs associated with breach of contract as a result of a **Crime Loss**.

7.13 Excluded Insured Persons

a) based upon, directly or indirectly arising from, or attributable to **Insured Persons** known to the **Insured Entity** to have:

   i. committed a **Criminal Act**; or

   ii. been charged with a criminal offence which caused or allegedly caused direct loss relating to **Money, Securities** or **Property**;

b) based upon, directly or indirectly arising from, or attributable to an **Insured Person** having knowledge of or reason to suspect at or prior to the time such acts or omissions but failing to take any reasonable action to prevent such dishonest, fraudulent, criminal or malicious acts or omissions or any loss arising therefrom;

c) based upon, directly or indirectly arising from, or attributable to any shareholder who, at the time of committing such acts, had direct or indirect ownership of or control over more than 10% of the voting share capital of the **Insured Entity** or any **Subsidiary**; or

d) incurred by the **Insured Entity** where any **Insured Person** condoned any **Criminal Act** giving rise to that **Crime Loss**.

7.14 Financial Services

based upon, directly or indirectly arising from, or attributable to the provision of financial services, including, but not limited to:

a) lending money or accepting money for deposit; or

b) providing financial advice; or

c) transacting financial products on behalf of third parties; or

d) investing moneys.

7.15 Fire

based upon, directly or indirectly arising from, or attributable to any fire.

7.16 Kidnap and Ransom

based upon, directly or indirectly arising from, or attributable to any kidnap, ransom or extortion.

7.17 Profit, Loss and Inventory Calculations

based upon, directly or indirectly arising from, or attributable to:

a) an accounting treatment; or

b) profit and loss calculation; or

c) a comparison of inventory records with an actual physical count.

7.18 Trading Debt

based upon, directly or indirectly arising from, or attributable to:

a) the full or partial non-payment of or default under any:

   i. credit agreement, extension of credit or hire purchase agreement;

   ii. loan or transaction reflecting a loan;

   iii. lease or rental agreement; or

   iv. invoice, account, agreement or any other evidence of debt.

b) transacting financial products for and on behalf of the **Insured Entity**.

7.19 Voluntary Transactions

based upon, directly or indirectly arising from, or attributable to the purchase, sale or voluntary giving or surrendering of **Money**, **Securities** and **Property** unless such voluntary giving or surrendering has occurred by reason of a **Criminal Act** covered under this **Section**.

7.20 Sanctions

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

Special Conditions

7.21 Proof of Crime Loss

a) The **Insured Entity** must provide adequate proof of a **Crime Loss**. This includes, but is not limited to the following:

   i. adequate proof of the quantum of **Crime Loss**;

   ii. all facts attributable to the **Crime Loss**, including perpetrators and other relevant parties, activities that lead to the **Crime Loss**, and period of time such activities have been evident;

iii. highlighting security or control weakness and discussion around how these weaknesses will be addressed;

iv. all supporting documentation and pertinent data and records; and

v. adequate proof that the person or entity who committed the **Third Part Criminal Act** is in fact a **Third Party**.

b) **We** will consider the proof of **Crime Loss** when assessing cover and quantum under this **Section**.

c) The proof of **Crime Loss** must be provided to **Us** within 6 months of the **Crime Loss** being first **Discovered**.

7.22 Section Limit

a) The **Section Limit** shall be **Our** maximum liability, in the aggregate, payable under this **Section**, subject to the terms, conditions and exclusions of this **Policy**.

b) All **Crime Losses** resulting from a:

i. single act or any number of acts of the same **Insured Person**, or **Third Party**, occurring on or after the **Retroactive Date**; or

ii. single, continuous or repeated act(s) or series of acts committed by an **Insured Person**, whether acting alone or in collusion with another **Insured Person**, or a **Third Party**,

will be treated as a single **Crime Loss** and the applicable **Section Limit** will apply.

c) **Our** liability under this **Section** shall apply only to that part of each covered **Crime Loss**, **Investigation Costs** and **Computer Restoration Costs** which are in excess of the **Excess**.

7.23 Valuation of Losses

We shall pay **Crime Loss** on the basis of valuation set out below with respect to the following categories of **Crime Loss** covered under this **Section**:

a) in respect of **Securities**, **We** shall not pay for more than the actual cash value thereof at the close of business on the business day on which the **Crime Loss** was **Discovered**.

b) in respect of **Property**:

i. in the case of loss of or damage to **Property** consisting of books of accounts, data storage devices, or other records (other than electronic data) used by the **Insured Entity** in the conduct of its **Business**, **We** shall pay for the cost of replacing such books of accounts, data storage devices, or other records with blank books, pages, data storage devices, or other blank materials;

ii. in the case of loss of, or damage to all other **Property**, **We** shall be liable for the price paid by the **Insured Entity**, or the cost to replace or repair such other **Property**, or the actual cash value thereof at the time of the **Crime Loss**, whichever is the lesser;

c) in respect of loss of **Money** consisting of foreign currency, loss shall be calculated by reference to the rate of exchange published by the Reserve Bank of Australia at the close of business on the business day on which the **Crime Loss** was **Discovered**.

Words with Special Meanings

7.24 Computer Fraud

Unauthorised:

a) use of a computer or similar device to manipulate computer hardware or software;

b) activities utilising a computer or similar device.

7.25 Computer Restoration Costs

All reasonable and necessary legal fees and other professional fees, costs and expenses (other than wages, salaries or fees of any **Insured Person**, office overheads, travel costs unrelated to the **Crime Loss**, or other administration costs of any **Insured**) incurred by an **Insured Entity**, with **Our** prior written consent (which shall not be unreasonably delayed or withheld) in reproducing or duplicating damaged or destroyed data, software programs, or computer systems, where such reproduction or duplication is required as a result of a **Criminal Act** which is subject of a **Crime Loss** covered under this **Section**.

7.26 Criminal Act

Any fraudulent or dishonest single, continuous or repeated act(s) or series of acts committed by an **Insured Person** on or after the **Retroactive Date**, whether acting alone or in collusion with another **Insured Person**, or a **Third Party**, to cause a **Crime Loss** to the **Insured Entity**, or to obtain an improper financial gain from the **Insured Entity**.

7.27 Crime Loss

The direct loss of **Money, Securities**, or **Property**:

a) owned by the **Insured Entity**; or

b) in the care, custody or control of the **Insured Entity** and for which the **Insured Entity** is legally liable,

suffered until the **Discovery** of such direct loss of **Money, Securities**, or **Property**.

7.28 Discovered

The moment at which any **Insured Person**, not acting in collusion with any person(s) committing the **Criminal Act**, becomes aware of any fact or facts that give reasonable grounds to believe that **Crime Loss** has been or may be incurred even though the exact amount or details of the **Crime Loss** may not then be known.

7.29 Employee

a) Any natural person who is or was, at the time the relevant **Criminal Act** giving rise to the **Crime Loss**, a person who is or has been under a contract of employment or apprenticeship, volunteer or any work experience or similar scheme with the **Insured Entity**, and is under the direction, control and supervision of the **Insured Entity**.

b) **Employee** shall not include any consultants or subcontractors who provide services to the **Insured Entity**.

7.30 Excess

The amount specified in the **Schedule** which is payable by the **Insured** in relation to each **Crime Loss** covered by this **Section**.

7.31 Investigation Costs

All reasonable and necessary legal fees and other professional fees, costs and expenses (other than wages regular or overtime salaries or fees of any **Insured Person**, office overheads, travel costs unrelated to the **Crime Loss**, or other administration costs of any **Insured**) incurred by an **Insured Entity**, with **Our** prior written consent (which shall not be unreasonably delayed or withheld) to establish the existence and amount of any **Crime Loss** covered under this **Section**.

7.32 Money

Any physical or electronic legally acceptable currency (excluding bitcoins or other crypto currencies), coin or bank notes of a generally accepted value.

7.33 Property

Any tangible property other than **Money**, **Securities**, buildings or premises.

7.34 Securities

a) Shares in an entity;

b) Debentures of an entity;

c) Legal or equitable rights or interests in shares, debentures, or interests in a registered managed investment scheme; or

d) Options to acquire (whether by way of issue or transfer) a security covered by paragraphs a), b) or c).

7.35 Section

a) The Crime Section of this **Policy** (Section 7); and

b) Any endorsements to the Crime Section of this **Policy** (Section 7).

7.36 Section Limit

The amount specified in the **Schedule** which shall be **Our** maximum liability, in the aggregate, payable under this **Section**, subject to the terms, conditions and exclusions of this **Policy**.

7.37 Third Party

Any natural person or entity other than an **Insured Entity** or an **Insured Person**.

7.38 Third Party Criminal Act

Any fraudulent or dishonest single, continuous or repeated act(s) or series of acts committed by a **Third Party** on or after the **Retroactive Date**, where the **Third Party**:

a) obtained improper financial gain; and

b) intended to cause the **Insured Entity** a **Crime Loss**, and

c) is acting alone and not in collusion with an **Insured Person**; and

d) can be adequately identified by the **Insured**.

Section 8
Cyber Liability

This **Section** is to be read in conjunction with Section 10 and the **Schedule**.

Subject to Section 10.5, upon activation of this **Section**, all Cyber Liability cover provided in all other Sections of this **Policy** are deemed inoperative.

The Cover We Provide

8.1 Cyber Third Party Liability

We will pay, on behalf of an **Insured**, **Loss** resulting from any **Cyber Claim** first made against the **Insured** and notified to **Us** in writing as soon as reasonably possible during the **Period of Insurance**.

8.2 Privacy Statutory Liability

We will, to the extent permitted by law, pay on behalf of an **Insured** any:

a) **Fine or Penalty** resulting from any **Statutory Liability Claim** first made against the **Insured** and notified to **Us** in writing as soon as reasonably during the **Period of Insurance**.

b) **Statutory Liability Defence Costs** incurred in connection with a **Statutory Liability Claim** specified in paragraph a) above.

c) The **Specific Cover Limit** for the payment of such **Fine or Penalty** and **Statutory Liability Defence Costs** under this Section 8.2 is $250,000 in the aggregate.

Extensions

Subject to cover being available under Section 8.1 of this **Section** and subject to all of the terms, conditions and exclusions of the **Policy**, **We** agree to extend cover by the following Extensions. These Extensions will not increase the **Section Limit** unless expressly stated otherwise.

8.3 Advancement of Defence Costs

a) If **We** elect not to take over and conduct the defence or settlement of any **Claim**, then **We** will pay all **Defence Costs** or **Statutory Liability Defence Costs**, provided that:

i. **We** have not denied cover under the **Policy** and where cover is denied only up to the point of any denial of cover; and

ii. **Our** written consent is obtained prior to the **Insured** incurring such **Defence Costs** or **Statutory Liability Defence Costs** (such consent shall not be unreasonably withheld or delayed).

b) The **Insured** on whose behalf or for whose benefit **Defence Costs** or **Statutory Liability Defence Costs** were paid, shall repay to **Us**, and **We** reserve the right to recover all such **Defence Costs** or **Statutory Liability Defence Costs**, in the event and to the extent that:

i. a written admission by the **Insured** or any person authorised to make such an admission on behalf of the **Insured**, of any of the conduct as set out in Section 8.5); or

ii. it is subsequently established, directly or indirectly, by judgment or other final adjudication, that conduct of the type as set out in Section 8.5 occurred.

8.4 Continuous Cover

a) **We** cover the **Insured** for any **Claim** otherwise covered by this **Policy**, arising from a **Known Circumstance** (notwithstanding Section 8.6 of this **Policy**) if:

i. there has been no fraudulent non-disclosure or fraudulent misrepresentation in respect of such **Known Circumstance**;

ii. **We** were the cyber liability insurer of the **Insured** when the **Insured** first knew of such **Known Circumstance**;

iii. **We** continued without interruption to be the **Insured's** cyber liability insurer up until this **Policy** came into effect;

iv. had **We** been notified of the **Known Circumstance** when the **Insured** first knew of it, the **Insured** would have been covered under the policy in force at that time but is not now entitled to be covered by that policy, and the **Insured** would (but for Section 8.6 of this **Policy**) otherwise be covered under this **Policy**; and

v. the **Known Circumstance** has not previously been notified to **Us** or to any other insurer.

b) If the **Insured** was entitled to have given notice of the **Known Circumstance** under any other policy of insurance with any other insurer, then this Extension does not apply to provide cover under this **Policy** to the extent that the **Insured** would have been covered under that other policy.

c) **Our** liability under this Extension is reduced to the extent of any prejudice **We** suffer as a result of any delayed notification of the **Known Circumstance** to **Us**.

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

Exclusions

There is no cover under this **Section** for any **Cyber Claim**, **Loss**, **Fine or Penalty**, **Statutory Liability Claim**, **Statutory Liability Defence Costs** or any other liability, loss or cost:

8.5 Conduct

a) based upon, directly or indirectly arising from, or attributable to:

i. any wilful breach of duty, dishonest, fraudulent, criminal or malicious act or omission or other act or omission committed with deliberate intent of such **Insured**; or

ii. such **Insured** having improperly benefited in fact from securities transactions as a result of information that was not available to other sellers and/or purchasers of such securities; or

iii. such **Insured** having gained in fact any personal advantage to which he/she was not legally entitled.

b) however, this Exclusion shall only apply to the extent that the conduct specified in a) above has been established by a:

i. written admission by the **Insured** or any person authorised to make such an admission on behalf of the **Insured**; or

ii. court judgement or other final adjudication.

8.6 Known Claims & Circumstances

a) known as at the inception date of this **Policy**; or

b) based upon, directly or indirectly arising from, or attributable to any **Known Circumstance** or known **Claim**; or

c) disclosed in the **Proposal**, or arising from facts or circumstances which may give rise to a **Claim** disclosed in the **Proposal**; or

d) if this **Section** is endorsed or amended mid-term, for any **Claim** that arose from a **Known Circumstance** (as at the effective date of the amendment/endorsement) to the extent that the **Claim** would not have been covered by the **Section** before such amendment/endorsement.

8.7 Bodily Injury and/or Property Damage

for any:

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

b) destruction of or damage to tangible property (including the loss of use thereof).

8.8 Breach of Professional Duty

based upon, directly or indirectly arising from, or attributable to:

a) the rendering or failure to render professional services and/or professional advice provided to a third party by an **Insured**; or

b) a breach or alleged breach of any contract for the provision of professional services and/or professional advice, provided to a third party by an **Insured**.

8.9 Foreign Jurisdiction

based upon, directly or indirectly arising from, or attributable to any **Cyber Claim** or **Statutory Liability Claim**:

a) first brought in or determined pursuant to the law of any country other than Australia or New Zealand or their territories or protectorates; or

b) arising out of the enforcement of judgments, orders or awards obtained in any country other than Australia or New Zealand or their territories or protectorates; or

c) where the proper law of a country other than Australia or New Zealand or their territories or protectorates is applied to any of the issues in any **Statutory Liability Claim** covered by this **Section**.

8.10 Assumed Liability

based upon, directly or indirectly arising from, or attributable to any actual or alleged liability of:

a) the **Insured**; or

b) third parties,

assumed by the **Insured**, under any written or verbal contract or agreement. However, this Exclusion will not apply to liability that would have attached to the **Insured** in the absence of such contract.

8.11 Asbestos

based upon, directly or indirectly arising from, or attributable to asbestos.

8.12 Pollution, Nuclear Risks, War & Terrorism

based upon, directly or indirectly arising from, or attributable to:

a) the discharge, dispersal, release or escape of **Pollutants** into or upon land, the atmosphere, or any water course or body of water.

b) atomic energy operations employing the process of nuclear fission or fusion or handling radioactive material which operations include but are not limited to:

i. the use of nuclear reactors such as atomic piles, particle accelerators or generators or similar devices;

ii. the use, handling or transportation of radioactive materials; or

iii. the use handling or transportation of any weapon of war or explosive device employing nuclear fission or fusion.

c) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or 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, except to the extent that such an order arises as a result of any **Claim**;

d) any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage, illness, injury, death, cost or expense; or

e) any action in controlling, preventing, suppressing, retaliating against, or responding to any act of **Terrorism**.

8.13 Intellectual Property

based upon, directly or indirectly arising from, or attributable to any actual or alleged plagiarism, misappropriation, infringement, violation of copyright, patent, trademark, trade secret or any other intellectual property rights.

8.14 Mass Computer Virus

based upon, directly or indirectly arising from, or attributable to a **Mass Computer Virus**.

8.15 Wear and Tear

based upon, directly or indirectly arising from, or attributable to the wear and tear, drop in performance, progressive or gradual deterioration or ageing of electronic equipment and other property or hardware used by the **Insured** or the failure of the **Insured** or those acting on the behalf of the **Insured** to adequately maintain any computer, computer software, **Computer Network** or other equipment or hardware associated with such **Computer Network**.

8.16 Sanctions

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

Words with Special Meanings

8.17 Authority

Regulator, government body, government agency, disciplinary body, criminal authority, official trade body, or any other person or body appointed, constituted or acting under a delegation pursuant to any **Privacy Legislation** for the purposes of enforcement of such **Privacy Legislation** or another **Privacy Legislation**.

8.18 Breach of Privacy

An intentional, malicious or wilful breach of confidentiality, infringement, or violation of any right to privacy including, but not limited to, a breach of the **Insured's** privacy policy, breach of a person's right of publicity, intrusion upon a person's seclusion, or public disclosure of **Personal Information**.

8.19 Breach of Security

An intentional, malicious or wilful act that results in the misuse of the **Insured's Computer Network** to modify, delete, corrupt, damage or destroy **Data** or a **Denial of Service**.

8.20 Claim

Means:

a) **Cyber Claim**; and

b) **Statutory Liability Claim**.

8.21 Computer Network

Interconnected electronic, wireless, web, cloud or similar systems (including all hardware, firmware and software) used to process data or information in an analogue, digital, electronic or wireless format including, but not limited to, computer programs, electronic data, operating systems, servers, media libraries, associated input and output devices, mobile devices, networking equipment, websites, extranets, intranets, off line storage facilities (to the extent that they hold electronic data), and electronic backup equipment.

8.22 Computer Virus

Unauthorised software or computer code designed to specifically target, infiltrate, corrupt, damage or destroy the **Insured Entity's Computer Network**, including but not limited to computer viruses, spyware, Trojan horses, worms, logic bombs, and mutations of any of these.

8.23 Cyber Claim

a) The receipt by any **Insured** of any written demand for money or damages or non pecuniary relief by a third party alleging liability; or

b) Any writ, summons, application or other originating legal (criminal, civil or otherwise) or arbitral proceedings, cross claim or counter-claim alleging liability to a third party,

arising from a **Cyber Event** which occurs on the **Insured's Computer Network**.

8.24 Cyber Event

a) A **Breach of Security**;

b) The introduction of a **Computer Virus**;

c) Intentional, malicious or wilful damage or destruction of hardware, so that the **Data** stored is not machine readable; and/or

d) **Breach of Privacy**,

occurring on or after the **Retroactive Date**.

8.25 Data

Any machine readable information, including ready for use programs or electronic data, irrespective of the way it is used and rendered including, but not limited to, text or digital media on the **Insured's Computer Network**.

8.26 Defence Costs

All reasonable and necessary legal fees and other professional fees, costs and expenses (other than regular or overtime wages, salaries or fees of any **Insured Person**, office overheads, travel costs unrelated to the **Cyber Claim**, or other administration costs of any **Insured**) incurred by an **Insured** with **Our** prior written consent (which shall not be unreasonably delayed or withheld) of investigating, defending or settling any **Cyber Claim** covered by this **Section**.

8.27 Denial of Service

Unauthorised or unexpected interference with or malicious attack on the **Insured Entity's Computer Network** that restricts or prevents access to the **Insured Entity's Computer Network** by persons or entities authorised to gain access to it.

8.28 Employee

Any natural person who is or was, at the time the relevant **Cyber Event** or **Wrongful Breach** occurred a:

a) person who is or has been under a contract of employment or apprenticeship or any work experience or similar scheme with the **Insured Entity**, and is under the direction, control and supervision of the **Insured Entity**.

b) consultant or subcontractor who provides services on behalf of the **Insured Entity** pursuant to an expressed contract, whilst under the direction, control and supervision of the **Insured Entity** and indemnified by the **Insured Entity** in the same manner as **Employees** specified in point a) above are indemnified.

Employee shall not include any consultants or subcontractors who provide services to the **Insured Entity**.

8.29 Excess

The amount specified in the **Schedule** which is payable by the **Insured** in relation to each **Cyber Claim** or **Statutory Liability Claim** covered by this **Section**.

8.30 Fine or Penalty

a) A monetary fine or penalty prescribed under any **Privacy Legislation** and payable by an **Insured** to an **Authority**;

b) **Fine or Penalty** does not include any amounts payable or calculated by reference to:

i. compensation;

ii. compliance, remedial, reparation or restitution costs;

iii. exemplary or punitive damages;

iv. any consequential loss meaning any direct or indirect financial or economic loss, for example loss of reputation, loss of use or enjoyment, loss of profits or depreciation, except if specifically covered by this **Policy**;

v. requirement to pay taxes, rates, duties, levies, charges, fees or any other revenue charge or impost; and

vi. any fine or penalty the insurance of which is prohibited at law.

8.31 Loss

a) The amount which an **Insured** becomes legally obligated to pay on account of a covered **Claim** including:

   i. **Defence Costs**;

   ii. awards of damages;

   iii. judgments;

   iv. settlements to which **We** have consented;

   v. awards of claimant's professional costs and disbursements;

   vi. awards of interest (prejudgment and post judgment);

   vii. order to pay compensation resulting from contravention of any statute;

   viii. punitive, exemplary, multiplied or aggravated damages that an **Insured** is ordered to pay by a Court of competent jurisdiction in which the **Cyber Claim** is determined.

b) **Loss** does not include:

   i. compliance or remediation costs;

   ii. any fines and penalties;

   iii. liquidated damages

   iv. taxes;

   v. punitive, exemplary, multiplied or aggravated damages arising out of the enforcement of judgments, orders or awards obtained in or determined pursuant to the laws of United States of America or its territories or protectorates;

   vi. ransom amounts;

   vii. any other amount which is not insurable at law.

8.32 Mass Computer Virus

Unauthorised software or computer code designed to infiltrate, corrupt or damage or destroy a **Computer Network**, including but not limited to computer viruses, spyware, Trojan horses, worms, logic bombs, and mutations of any of these distributed or replicated on a regional, national or international scale and affects multiple locations and entities or individuals and which is not specifically targeted to the **Insured's Computer Network**.

8.33 Personal Information

Any information or an opinion about an identified individual or an individual who is reasonably identifiable whether the information is true or not and whether the information is recorded in a material form or not, including but not limited to an individual's name, tax file number, Medicare number, healthcare information, drivers licence number, bank account number, credit card and debit card numbers, access codes or passwords and any other personal information as defined in the Privacy Act 1988 (Cth) and the Privacy Amendment (Enhancing Protection) Act 2012 (Cth) and other Australian or New Zealand Federal, State, Territory or local privacy legislation (including health specific privacy legislation) and any rule or regulation promulgated thereunder.

8.34 Privacy Legislation

Means the following, as well as similar statues and regulations, as they currently exist and as amended, associated with the confidentiality, access, control, and use of personally identifiable, non-public information including, but not limited to:

a) the Privacy Act 1988 (Cth) and the Privacy Amendment (Enhancing Protection) Act 2012 (Cth) and other Australian or New Zealand Federal, State, Territory or local privacy legislation (including health specific privacy legislation) and any rule or regulation promulgated thereunder; and

b) privacy provisions of Australian or New Zealand competition and consumer protection laws.

8.35 Section

a) The Cyber Liability Section of this **Policy** (Section 8); and

b) Any endorsements to the Cyber Liability Section of this **Policy** (Section 8).

8.36 Section Limit

The amount specified in the **Schedule** which shall be **Our** maximum liability, in the aggregate, payable under this **Section**, subject to the terms, conditions and exclusions of this **Policy**.

8.37 Statutory Liability Claim

Any written notice from an **Authority**, received by the **Insured**, which alleges a **Wrongful Breach** against an **Insured**.

8.38 Statutory Liability Defence Costs

All reasonable and necessary legal fees and other professional fees, costs and expenses (other than regular or overtime wages, salaries or fees of any **Insured Person**, office overheads, travel costs unrelated to the **Statutory Liability Claim**, or other administration costs of any **Insured**) incurred by an **Insured** with **Our** prior written consent (which shall not be unreasonably delayed or withheld) of investigating, defending or settling any **Statutory Liability Claim** covered by this **Section**.

8.39 Wrongful Breach

Any actual or alleged **Breach of Security**, **Breach of Privacy** or breach of **Privacy Legislation** occurring on or after the **Retroactive Date**.

Section 9
Superannuation Trustees Liability

This **Section** is to be read in conjunction with Section 10 and the **Schedule**.

Subject to Section 10.5, upon activation of this **Section**, all Superannuation Trustees Liability cover provided in all other Sections of this **Policy** are deemed inoperative.

The Cover We Provide

9.1 Superannuation Trustees Liability Cover

We will pay, on behalf of an **Insured**, **Loss** resulting from any **Trustee Claim** first made against the **Insured** and notified to **Us** in writing as soon as reasonably possible during the **Period of Insurance**.

Extensions

Subject to all of the terms, conditions and exclusions of the **Policy**, **We** agree to extend cover by the following Extensions. These Extensions will not increase the **Section Limit** unless expressly stated otherwise.

9.2 Advancement of Defence Costs

a) If **We** elect not to take over and conduct the defence or settlement of any **Trustee Claim**, then **We** will pay all **Defence Costs** provided that:

   i. **We** have not denied cover under the **Policy** and where cover is denied only up to the point of any denial of cover; and

   ii. **Our** written consent is obtained prior to the **Insured** incurring such **Defence Costs** (which shall not be unreasonably delayed or withheld).

b) The **Insured** on whose behalf or for whose benefit **Defence Costs** were paid, shall repay to **Us**, and **We** reserve the right to recover all such **Defence Costs**, in the event and to the extent that:

   i. a written admission by the **Insured** or any person authorised to make such an admission on behalf of the **Insured**, of any conduct as set out in Section 9.6; or

   ii. it is subsequently established, directly or indirectly, by judgment or other final adjudication, that conduct as set out in Section 9.6 occurred.

9.3 Continuous Cover

a) **We** cover the **Insured** for any **Trustee Claim** otherwise covered by this **Policy**, arising from a **Known Circumstance** (notwithstanding Section 9.7 of this **Policy**) if:

   i. there has been no fraudulent non-disclosure or fraudulent misrepresentation in respect of such **Known Circumstance**;

   ii. **We** were the trustee liability insurer of the **Insured** when the **Insured** first knew of such **Known Circumstance**;

   iii. **We** continued without interruption to be the **Insured's** trustee liability insurer up until this **Policy** came into effect;

   iv. had **We** been notified of the **Known Circumstance** when the **Insured** first knew of it, the **Insured** would have been covered under the policy in force at that time but is not now entitled to be covered by that policy, and the **Insured** would (but for Section 9.7 of this **Policy**) otherwise be covered under this **Policy**; and

   v. the **Known Circumstance** has not previously been notified to **Us** or to any other insurer.

b) If the **Insured** was entitled to have given notice of the **Known Circumstance** under any other policy of insurance with any other insurer, then this Extension does not apply to provide cover under this **Policy** to the extent that the **Insured** would have been covered under that other policy.

c) **Our** liability under this Extension is reduced to the extent of any prejudice **We** suffer as a result of any delayed notification of the **Known Circumstance** to **Us**.

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

9.4 Exoneration

Notwithstanding Section 9.11 of this **Policy**, **We** will pay the **Loss** of the **Superannuation Fund** resulting from any **Trustee Claim** for which the **Superannuation Fund** becomes liable solely and directly as a result of an **Exoneration Clause**.

9.5 Costs of Court and Inquiry Attendance

a) **We** will pay to and on behalf of the **Insured Entity** reasonable costs and expenses on account of an **Insured Person's** attendance at Court or a tribunal hearing or inquiry for the purposes of giving evidence as a witness in connection with a **Trustee Claim**.

b) The maximum amount that **We** will pay to the **Insured Entity** for an **Insured Person's** daily attendance at Court or tribunal hearing or inquiry for the purpose of giving evidence is $500.

c) The **Specific Cover Limit** for such payments under the **Policy** shall not exceed $50,000 in the aggregate.

d) No **Excess** shall apply to this Extension.

Exclusions

There is no cover under this **Section** for any **Trustee Claim**, **Loss** or any other liability, loss or cost:

9.6 Conduct

based upon, directly or indirectly arising from, based upon, or attributable to:

a) any wilful breach of duty, dishonest, fraudulent, criminal or malicious act or omission or other act or omission committed with deliberate intent of such **Insured**; or

b) such **Insured** having improperly benefited in fact from securities transactions as a result of information that was not available to other sellers and/or purchasers of such securities; or

c) such **Insured** having gained in fact any personal advantage to which he/she was not legally entitled.

d) however, this Exclusion shall only apply to the extent that the conduct specified in a) has been established by a:

i. written admission by the **Insured** or any person authorised to make such an admission on behalf of the **Insured**; or

ii. court judgement or other final adjudication.

9.7 Known Trustee Claims & Circumstances

a) known as at the inception date of this **Policy**; or

b) based upon, directly or indirectly arising from, or attributable to any **Known Circumstance** or known **Trustee Claim**; or

c) disclosed in the **Proposal** or arising from facts or circumstances which may give rise to a **Trustee Claim** disclosed in the **Proposal**; or

d) if this **Section** is endorsed or amended midterm, for any **Trustee Claim** that arose from a **Known Circumstance** (as at the effective date of the amendment/endorsement) to the extent that the **Trustee Claim** would not have been covered by this **Section** before such amendment/endorsement.

9.8 Bodily Injury and/or Property Damage

for any:

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

b) destruction of or damage to tangible property (including the loss of use thereof).

9.9 Breach of Professional Duty

based upon, directly or indirectly arising from, or attributable to:

a) the rendering or failure to render professional services and/or professional advice provided to a third party by an **Insured**; or

b) a breach or alleged breach of any contract for the provision of professional services and/or professional advice, provided to a third party by an **Insured**.

9.10 Foreign Jurisdiction

based upon, directly or indirectly arising from, or attributable to any **Trustee Claim**:

a) first brought in or determined pursuant to the law of any country other than Australia or New Zealand or their territories or protectorates; or

b) arising out of the enforcement of judgments, orders or awards obtained in any country other than Australia or New Zealand or their territories or protectorates; or

c) where the proper law of a country other than Australia or New Zealand or their territories or protectorates is applied to any of the issues in any **Trustee Claim** covered by this **Section**.

9.11 Assumed Liability

based upon, directly or indirectly arising from, or attributable to any actual or alleged liability of:

a) the **Insured**; or

b) third parties,

assumed by an **Insured**, under any written or verbal contract or agreement. However, this Exclusion will not apply to liability:

i. that would have attached to the **Insured** in the absence of such contract; or

ii. assumed in accordance with, or under the agreement or declaration of a trust pursuant to which a **Superannuation Fund** was established.

9.12 Asbestos

based upon, directly or indirectly arising from, or attributable to asbestos.

9.13 Pollution, Nuclear Risks, War & Terrorism

based upon, directly or indirectly arising from, attributable to:

a) the discharge, dispersal, release or escape of **Pollutants** into or upon land, the atmosphere, or any water course or body of water;

b) atomic energy operations employing the process of nuclear fission or fusion or handling radioactive material which operations include but are not limited to:

i. the use of nuclear reactors such as atomic piles, particle accelerators or generators or similar devices;

ii. the use, handling or transportation of radioactive materials; or

iii. the use handling or transportation of any weapon of war or explosive device employing nuclear fission or fusion.

Provided always that this Exclusion shall not apply to any **Trustee Claim** arising from radio-isotopes or radium or radium compounds when used away from the place where such are made or produced and when used exclusively incidental to ordinary industrial, educational, medical or research pursuits;

c) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or 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, except to the extent that such an order arises as a result of any **Trustee Claim**;

d) any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage, illness, injury, death, cost or expense; or

e) any action in controlling, preventing, suppressing, retaliating against, or responding to any act of **Terrorism**.

9.14 Contributions

a) based upon, directly or indirectly arising from, or attributable to the failure to collect from the **Insured Entity** contributions payable to the **Superannuation Fund** unless the failure is because of negligence of an **Insured**.

b) which constitutes the return or repatriation to an **Insured Entity** of any contribution or assets of the **Superannuation Fund**.

c) underfunding of a Define Benefits **Superannuation Fund** or the Defined Benefits portion of a **Superannuation Fund**.

9.15 Insolvency

based upon, directly or indirectly arising from, or attributable to the insolvency, winding up, official management, appointment of a receiver, receiver and manager, controller or administrator to the **Insured Entity** or the **Insured Entity** being unable to pay its debts or any failure to meet its financial obligations as and when they fall due.

9.16 TPD Claims

based upon, directly or indirectly arising from, or attributable to the assessment of any death, temporary disability (total or partial) or permanent disability (total or partial) insurance claim.

9.17 Sanctions

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

Words with Special Meanings

9.18 Defence Costs

All reasonable and necessary legal fees and other professional fees, costs and expenses (other than regular or overtime wages, salaries or fees of any **Insured Person**, office overheads, travel costs unrelated to the **Trustee Claim**, or other administration costs of any **Insured**) incurred by an **Insured** with **Our** prior written consent (which shall not be unreasonably delayed or withheld) in investigating, defending or settling any **Trustee Claim** covered by this **Section**.

9.19 Excess

The amount specified in the **Schedule** which is payable by the **Insured** in relation to each **Trustee Claim** covered by this **Section**.

9.20 Exoneration Clause

Any provision in the trust deeds or rules of the **Superannuation Fund** which relieves the **Trustee** of the burden of blame, obligation, duty, responsibility or liability which, in the absence of such clause would attach to the **Trustee**.

9.21 Insured

a) **Insured Entity**;

b) **Insured Person**;

c) **Trustee**; or

d) **Superannuation Fund**.

9.22 Insured Person

Any natural person who was or now is or may hereafter become a:

a) director, secretary, executive officer or employee of the **Trustee** that is a body corporate; or

b) a **Trustee**, or an employee of a **Trustee**; or

c) a company director, officer, employee of an **Insured Entity** who is retained by such **Insured Entity** to assist in the management of the **Superannuation Fund** for a fee pursuant to a formal written contract.

9.23 Loss

a) The amount which an **Insured** becomes legally obligated to pay on account of a covered **Trustee Claim** including:

i. **Defence Costs**;

ii. awards of damages;

iii. judgments;

iv. settlements to which **We** have consented;

v. awards of claimant's professional costs and disbursements;

vi. awards of interest (prejudgment and post judgment);

vii. order to pay compensation resulting from contravention of any statute;

viii. punitive, exemplary, multiplied or aggravated damages that an **Insured Person** is ordered to pay by a Court of competent jurisdiction unless the **Insured Entity** is legally prohibited from paying such damages in the jurisdiction in which the **Trustee Claim** is determined.

b) **Loss** does not include:

i. any fines and penalties;

ii. liquidated damages;

iii. taxes;

iv. punitive, exemplary, multiplied or aggravated damages arising out of the enforcement of judgments, orders or awards not obtained in, or determined pursuant to the laws of the Commonwealth of Australia and New Zealand.

9.24 Section

a) The Superannuation Trustees Section of this **Policy** (Section 9); and

b) Any endorsements to the Superannuation Trustees Section of this **Policy** (Section 9).

9.25 Section Limit

The amount specified in the **Schedule** which shall be **Our** maximum liability, in the aggregate, payable under this **Section**, subject to the terms, conditions and exclusions of this **Policy**.

9.26 Superannuation Fund

Any superannuation fund established under the supervision and authority of the Superannuation Industry (Supervision) Act 1993 (Cth) or New Zealand Superannuation and Retirement Income Act 2001 (NZ) by the **Insured Entity** for the sole benefit of its employees.

9.27 Trustee

Any natural person or entity who was or now is or may hereafter become a trustee of a **Superannuation Fund**.

9.28 Trustee Claim

Any:

a) receipt by the **Insured** of a written demand for monetary damages or non pecuniary relief;

b) civil proceeding;

c) criminal proceeding;

d) proceeding commenced by the service of a complaint by the Superannuation Complaints Tribunal;

e) arbitration, mediation, conciliation; or

f) formal regulatory proceeding commenced by the filing of notice of charges, or investigative order or similar document,

against any **Insured** for a **Wrongful Act**.

9.29 Wrongful Act

Any actual or alleged breach of duty, breach of trust, neglect, error, misstatement, misleading statement, omission, breach of warranty of authority, breach of statute or other act committed or attempted by an **Insured** on or after the **Retroactive Date**, in respect of the management of a **Superannuation Fund**.

Section 10
General Terms And Conditions

Limits To The Amount Of Cover

10.1 Aggregate Policy Limit

Except for Sections 3.8 and 3.19, the total amount payable under all Sections of this **Policy** shall not in the aggregate exceed the **Aggregate Policy Limit**.

10.2 Section Limit

If the **Schedule** indicates any Section Limit for specific types of cover under this **Policy**, then the applicable Section Limit and not the **Aggregate Policy Limit** applies to those covers. The Section Limits are included within, and not in addition to, the **Aggregate Policy Limit**.

10.3 Specific Cover Limits

a) If the **Policy** indicates any **Specific Cover Limits** for specific types of cover under this **Policy**, then the applicable **Specific Cover Limits** and not the **Aggregate Policy Limit** or the Section Limits applies to those covers. The **Specific Cover Limits** are included within, and not in addition to, the **Aggregate Policy Limit** or the Section Limit.

b) Notwithstanding a) above, if the **Specific Cover Limit** is greater than the applicable Section Limit, then the Section Limit and not the **Specific Cover Limit** applies to those covers.

10.4 Limit if multiple Persons and/or Entities are covered

a) The **Aggregate Policy Limit**, **Section Limits** and **Specific Cover Limits** do not increase if there is more than one **Insured** covered under this **Policy**, or if more than one **Insured** causes or contributes to any matter notified under the **Policy**.

b) When there is more than one **Insured Entity**, **Our** maximum liability for **Loss** sustained by more than one **Insured Entity** shall not exceed the amount for which **We** would be liable if all **Losses** were sustained by one **Insured Entity**.

10.5 Cover if more than one Section provides cover

In the event and to the extent that more than one Section of the **Policy** covers any matter notified under the **Policy** (in respect of which **We** ultimately confirm cover), only the Section of the **Policy** that provides the highest Section Limit as stated in the **Schedule** or **Specific Cover Limit** as applicable (taking into account any applicable **Excess**) will apply and the terms, conditions and exclusions of that Section and this Section 10 will apply to such matter.

10.6 The Excess

Our liability under the **Policy**, in respect of any matter the subject of cover under the **Policy**, shall be in excess of any applicable **Excess**.

10.7 GST Input Tax Credits

a) Where and to the extent that **We** are entitled to claim an Input Tax Credit for a payment made under the **Policy**, then any monetary limit in the **Policy** on **Our** obligation to make such a payment, shall be deemed to be net of **Our** entitlement to the Input Tax Credit.

b) Where and to the extent that the **Insured Entity** is entitled to claim an Input Tax Credit for a payment required to be made by the **Insured Entity** as an **Excess**, then the amount of the **Excess** shall be net of the entitlement of the **Insured Entity** to the Input Tax Credit.

c) Where payment is made under this **Policy** for the acquisition of goods, services or other supply, **We** will reduce the amount of the payment by the amount of any Input Tax Credit that the **Insured Entity** is, or will be, entitled to under A New Tax System (Goods and Services Tax) Act 1999 (Cth) in relation to that acquisition, whether or not that acquisition is made.

d) Where payment is made under this **Policy** as compensation instead of payment for the acquisition of goods, services or other supply, **We** will reduce the amount of the payment by the amount of any Input Tax Credit that the **Insured Entity** would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 (Cth) had the payment been applied to acquire such goods, services or other supply.

General Extensions

10.8 Extended Reporting Period

a) If the **Policy** is neither renewed nor replaced or, terminated or cancelled for any reason other than non payment of premium then the **Insured Persons** or the **Insured Entity** shall collectively have the right to a once-only extension of the **Policy** for a period of 90 days.

b) Upon written application by the **Insured Entity** or **Insured Person** within 30 days of the expiry of the **Period of Insurance** and payment of an amount of 100% of the total expiring annual premium stated in the **Schedule**, the **Policy** will be extended for 12 months (inclusive of the 90 day extension specified in a) above) following the expiry of the **Period of Insurance** but only for:

i. **Wrongful Acts** in respect of Sections 3, 4, 5 and 9;

ii. **Wrongful Breaches** in respect of Section 6;

iii. **Criminal Acts** or **Third Party Criminal Acts** in respect of Section 7;

iv. **Cyber Events** or **Wrongful Breaches** in respect of Section 8,

(as applicable) actually or allegedly committed, attempted or occurring prior to the expiry of the **Period of Insurance**.

10.9 New Subsidiaries Cover

a) Where the **Insured Entity** creates or acquires a subsidiary company during the **Period of Insurance**, **We** will provide cover to the **Insured** in respect of such subsidiary company, but only in respect of:

i. **Wrongful Acts** in respect of Sections 3, 4, 5 and 9;

ii. **Wrongful Breaches** in respect of Section 6;

iii. **Criminal Acts** or **Third Party Criminal Acts** in respect of Section 7;

iv. **Cyber Events** or **Wrongful Breaches** in respect of Section 8,

(as applicable) actually or allegedly committed or attempted from or after the time when such entity becomes a subsidiary company.

b) Notwithstanding point a) above, in the case of a subsidiary company whose consolidated asset value exceeds, as at its last balance date or date of its creation, 20% of the total consolidated asset value of the **Insured Entity**:

i. notification of such subsidiary company shall be given in writing to **Us** within 60 days after such acquisition or creation; if notification is not given to **Us** within 60 days after the acquisition or creation, cover will cease at 4.00 pm 60 days after the acquisition or creation or on expiry of the **Period of Insurance** (whichever be the earlier); and

ii. **We** may at **Our** discretion, provide cover for such subsidiary company subject to such additional terms and/or premium.

10.10 Former Subsidiaries Cover

If an entity ceases to be a **Subsidiary** prior to or during the **Period of Insurance**, **We** will provide cover to the **Insured** in respect of such subsidiary company, but only in respect of:

a) **Wrongful Acts** in respect of Sections 3, 4, 5 and 9;

b) **Wrongful Breaches** in respect of Section 6;

c) **Criminal Acts** or **Third Party Criminal Acts** in respect of Section 7;

d) **Cyber Events** or **Wrongful Breaches** in respect of Section 8,

(as applicable) actually or allegedly committed or attempted prior to the date the entity ceased to be a **Subsidiary**.

10.11 Access to Complimentary Legal Advice

a) During the **Period of Insurance** an **Insured** is entitled to up to one hour in total of free legal advice (from the appointed firms and nominated legal practitioners listed in the **Schedule**) on matters relating to the **Business** with respect to:

i. employment law;

ii. workplace health and safety law; and

iii. general commercial law; and

concerning the duties and obligations of a director or officer under the relevant laws of the Australian State or Territory in which the appointed firms and nominated practitioners listed in the **Schedule** are located.

b) The free legal advice specified in a) above is subject to the following:

i. an appointment must be made to attend the nominated legal practitioner;

ii. the **Schedule** must be presented to the legal practitioner when requesting legal advice under this Extension. If the **Schedule** is not presented then no legal advice can be sought under this Extension.

iii. the legal practitioner will sign off in the **Schedule** the free legal advice time units used in connection with the matter.

iv. entitlement to legal advice is limited to a maximum of one hour in total per **Period of Insurance** and any unused hours or part thereof cannot be aggregated from one policy period to another.

v. **We** reserve the right to change the appointed firms or nominated practitioners at any time. Changes to the appointed firms and nominated practitioners will be notified to the **Insured** on request.

vi. the **Insured** may not seek under this Extension legal advice on this **Policy** or other indemnity issues concerning insurance policies issued by **Us**.

vii. if cover under this **Policy** is sought by the **Insured** in respect of any matter on which the **Insured** has sought legal advice under this Extension, the **Insured** authorises **Us**, (at **Our** discretion), to engage the appointed firm to represent the **Insured** and if so, Section 10.16 applies.

Investigation, Defence and Settlement of Claims

The **Insured** has certain responsibilities that are set out in this section and in the **Policy**. These responsibilities also apply to any person that is covered by the **Policy**.

If the **Insured** does not meet these responsibilities, **We** may refuse to pay a claim or reduce what **We** pay for a claim. **We** may also decide to cancel the **Policy** if permitted in accordance with the provisions of the Insurance Contracts Act 1984 (Cth).

The course of action **We** take when the **Insured** fails to do any of these things will be considered in each circumstance based on what impact or effect the **Insured's** failure to do so caused or contributed to a claim under the **Policy** or changes **Our** liability under the **Policy**.

10.12 Insured's Co-operation

Each **Insured** must:

a) diligently do, and allow to be done, everything reasonably practicable to avoid or lessen an **Insured's** liability in relation to any matter notified under this **Policy**; and

b) give **Us** the help and information that **We** reasonably require to:

i. investigate and defend any matter notified under the **Policy**; and

ii. determine **Our** liability under this **Policy**.

We will only request information relevant to handling the **Claim** and will explain why the information, documents and co-operation is required.

10.13 An Insured must not admit liability for or settle any claim

An **Insured** must not:

a) admit liability for, or settle any matter notified under this **Policy**; or

b) incur any costs or expenses for any matter notified under this **Policy**, without first obtaining **Our** consent in writing (which shall not be unreasonably delayed or withheld). If **Our** prior written consent is not obtained, the **Insured's** right to cover under this **Policy** may be affected.

10.14 We can protect our position

When **We** receive a notification of any matter under this **Policy**, **We** can take whatever action **We** consider appropriate to protect **Our** position or the **Insured's** position in respect of any such matter.

This does not, however:

a) indicate that any **Insured** is entitled to be covered under this **Policy**; or

b) prejudice **Our** rights under the **Policy** or at law.

10.15 We can manage the claim

We:

a) can assume conduct of and defend or settle in the **Insured's** name any matter notified under this **Policy**;

b) have the duty, where **We** have confirmed cover and the **Insured** so requests, to conduct the defence of or settlement of any matter notified under the **Policy**; and

c) can take any action, in the **Insured's** name, to pursue any right the **Insured** may have for contribution or indemnity.

10.16 Disclosure of information to Us in respect of cover

The **Insured** shall share confidential and privileged information with **Us** and with **Our** legal advisers who **We** appoint about any matter notified to **Us** under the **Policy** or to provide complimentary legal advice under Section 10.11.

We have a common interest with the **Insured** and with appointed legal advisers in the investigation, defence and settlement of any matter notified to **Us** under the **Policy** (**Common Interest**).

All confidential information provided to **Us** (including information which is subject to legal professional privilege), and/or to the legal advisers **We** appoint, by or on behalf of the **Insured**, which the **Insured** hereby irrevocably consents to appointed legal advisers providing to **Us**, is so provided on the basis that:

a) subject to point c), the information is provided to **Us** for that **Common Interest** purpose, is to be kept confidential and will not be further disclosed without the written consent of the **Insured**;

b) in respect of confidential information which is subject to legal professional privilege, the **Insured** does not waive legal professional privilege;

c) the information may be disclosed by **Us** to **Our** legal advisers and reinsurers on the basis that the above conditions apply to those persons' use of such information.

10.17 Allocation

a) To the extent that any matter notified under the **Policy** comprises covered matters and uncovered matters, **We** will use best endeavours to agree a fair allocation between covered matters and uncovered matters having regard to the relative legal and financial exposure attributable to the covered matters and uncovered matters.

b) This allocation will also apply to the reasonable and necessary legal fees and other professional fees, costs and expenses (other than regular or overtime wages, salaries or fees of any **Insured Person**, office overheads, travel costs unrelated to the cover provided by the **Policy**, or other administration costs of the **Insured**) incurred by the **Insured** with **Our** prior written consent in respect of any matter notified under the **Policy** (in respect of which **We** ultimately confirm cover).

c) Any dispute between **Us** and the **Insured** on the allocation will be resolved by a Senior Counsel that **We** and the **Insured** both agree to instruct or in the absence of agreement, as appointed by the President of the Bar Association in the state or territory of the first address for the **Insured** listed in the **Schedule** or if no address is shown there, as shown on the **Proposal** and whose fee shall for the purpose of this **Policy** be regarded as part of the fees costs and expenses specified in b) above.

d) Any allocation determined by Senior Counsel will apply retrospectively to the fees costs and expenses specified in b) above paid by **Us** or the **Insured** notwithstanding any prior payment on a different basis.

10.18 Costs and Expenses

a) Any fees, costs or expenses incurred by **Us** (other than to determine **Our** liability under this **Policy**) in investigating any matter notified under the **Policy** (in respect of which **We** ultimately confirm cover) will form part of the fees, costs and expenses as otherwise covered by this **Policy**.

b) Any amount paid by **Us** in settlement of a dispute the subject of a matter notified under the **Policy**, shall be deemed for all purposes of the **Policy** to be a payment made under the **Policy**.

10.19 Right to Contest

If the **Insured** elects not to consent to a settlement that **We** recommend and wants to contest or continue the dispute or legal proceedings then **We** only provide cover (subject to the **Section Limit** or **Aggregate Policy Limit** as applicable) for:

a) the amount **We** could have settled the matter for; less

b) any applicable **Excess**; plus

c) the fees, costs and expenses (as otherwise covered by this **Policy**) incurred up to the date the **Insured** elected not to consent to the settlement.

10.20 Senior Counsel

a) Unless a Senior Counsel, that **We** instruct, advises that a matter notified under the **Policy** (which **We** have agreed to cover) should be contested, neither **We** nor an **Insured** can require the other to contest any legal proceedings about such matter, if the other does not agree to do so.

b) In formulating his or her advice, Senior Counsel must be instructed to consider:

   i. the economics of the matter, having regard to but not limited to, the:

      1. damages and costs which are likely to be recovered;

      2. likely costs of defence; and

   ii. the prospects of successfully defending the matter.

c) **We** will pay for the costs of Senior Counsel's opinion.

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

   i. cannot (subject to Section 10.19) object to the settlement; and

   ii. will be required to pay any applicable **Excess** as soon as reasonably possible.

10.21 Subrogation

a) In the event of any payment by **Us** in respect of a matter notified under this **Policy**, all rights of an **Insured** to recovery thereof are subrogated to **Us** to the extent of such payment, and the **Insured** shall execute all documents required and do everything that may be necessary to enable **Us** to effectively bring a suit in the name of the **Insured** except that the right of subrogation under Section 3.2 and Section 5 of this **Policy** is waived against:

   i. the **Insured Entity** unless cover is granted under Section 6;

   ii. any **Insured Person** to whom protection is afforded under this **Policy** unless such matter in respect of which the payment was made under the **Policy** arose from conduct specified in Section 3.25 a) of that **Insured Person**.

b) Provided always that:

   i. if such **Insured** from whom recovery of any payment made under this **Policy** would otherwise be sought, is covered for the liability the subject of any recovery action under this **Policy** by any other policy of insurance, the right of subrogation is not waived to the extent of any such cover; and

   ii. **We** will not waive any right of recovery of any applicable **Excess**.

10.22 Recoveries

Recoveries with respect to any matter notified under the **Policy** (which **We** have covered) shall be distributed as follows:

a) first, to the **Insured** for the amount otherwise covered by the **Policy**, but which is in excess of the **Section Limit** or **Aggregate Policy Limit**;

b) second, to **Us** for the amount covered by the **Policy**, paid to the **Insured** as covered loss; and third, to the **Insured** for any applicable **Excess**;

c) third, to the **Insured** for any uninsured loss and or applicable **Excess**.

General conditions

10.23 Section specific provisions

Unless otherwise stated to the contrary, the terms and conditions specified in:

a) Sections 1, 2 and 10 apply to all **Sections** of the **Policy**;

b) Sections 3 to 9 inclusive apply to each respective **Section** only.

10.24 Authority to accept notices and to give instructions

The **Insured Entity** listed in the **Schedule** is appointed individually and jointly as agent of each **Insured Person** in all matters relating to this **Policy**.

In particular (but without limitation) the **Insured Entity** is agent for the following purposes:

a) to receive notice of **Policy** cancellation, to pay premiums and to receive any return premiums that may become due under this **Policy**; and

b) to accept endorsements or other notices provided for in this **Policy**;

c) to give instructions to solicitors or counsel that **We** appoint or agree to, and to receive advice from them and to act on that advice;

d) to consent to any settlement **We** recommend;

e) to do anything **We** or **Our** legal advisers think might help with the procedures set out in this **Policy** for settling and defending any **Claim** or **Loss**; and

f) to give **Us** information relevant to this **Policy**, which **We** can rely on when **We** decide whether to accept the risk, and set the **Policy** terms or the premium.

10.25 Severability and Non Imputation

For the sake of determining cover under this **Policy**:

a) the **Proposal** shall be construed to be a separate application for cover by the **Insured Entity** and by each **Insured Person** and no statement or representation in or with respect to the **Proposal** by an **Insured Person** shall be imputed to any other **Insured Person**;

b) knowledge possessed by and/or conduct of one **Insured Person** shall not be imputed to any other **Insured Person**; and

c) any knowledge possessed by and/or conduct of any past or present director, company secretary, chief executive officer, chief operating officer, chief financial officer, chief risk officer, in-house general counsel, or any person who signed the declaration or proposal form in connection with this **Policy** or any policy of which this **Policy** is a renewal or replacement, shall be imputed to the **Insured Entity**.

10.26 Merger or Consolidation

a) Where the **Insured Entity** is merged into, acquired by, consolidated with or becomes the subsidiary company of another entity during the **Period of Insurance**, **We** will continue to provide cover during the **Period of Insurance** in respect of the acquired **Insured Entity**, its **Subsidiaries** and their **Insured Person**s, but only in respect of:

   i. **Wrongful Acts** in respect of Sections 3, 4, 5 and 9;

   ii. **Wrongful Breaches** in respect of Section 6;

   iii. **Criminal Acts** or **Third Party Criminal Acts** in respect of Section 7;

   iv. **Cyber Events** or **Wrongful Breaches** in respect of Section 8,

   (as applicable) actually or allegedly committed, attempted or occurring prior to the date of such acquisition, consolidation or merger.

b) If any organisation ceases to be a **Subsidiary**, before or after inception of this **Policy**, coverage under this **Policy** shall continue for such **Subsidiary** and the **Insured** until termination of this **Policy**, or any renewal thereof, but solely for:

i. **Wrongful Acts** in respect of Sections 3, 4, 5 and 9;

ii. **Wrongful Breaches** in respect of Section 6;

iii. **Criminal Acts** or **Third Party Criminal Acts** in respect of Section 7;

iv. **Cyber Events** or **Wrongful Breaches** in respect of Section 8,

(as applicable) actually or allegedly committed, attempted or occurring prior to the date of such acquisition, consolidation or merger.

10.27 Address for giving notices

Any notice required to be given under this **Policy** to **Us** shall be validly and lawfully given if it is given to **Us** in writing at the address or to the facsimile number stated in the **Schedule**.

10.28 Confidentiality

The **Insured** shall not disclose to anyone whether natural or corporate the nature of any liabilities covered by this **Policy** nor the premium specified in the **Policy**, unless required by law.

10.29 Territory covered by this Policy

The cover provided by this **Policy** extends to:

a) **Wrongful Acts** in respect of Sections 3, 4, 5 and 9;

b) **Wrongful Breaches** in respect of Section 6;

c) **Criminal Acts** or **Third Party Criminal Acts** in respect of Section 7;

d) **Cyber Events** or **Wrongful Breaches** in respect of Section 8,

occurring anywhere in the world.

10.30 Other Insurance

a) Subject to the Insurance Contracts Act 1984 (Cth), where an **Insured** is entitled to indemnity pursuant to a separate policy of insurance providing cover in respect of a matter notified under this **Policy**, this **Policy** does not respond except to the extent that the **Insured's** liability for any such matter exceeds the amount of cover under such other policy.

b) The **Insured** will provide **Us** with all details of any other insurance policies effected in favour of the **Insured** once they become known to the **Insured** and **We** will endorse the **Policy** accordingly.

10.31 Cancelling the Policy

a) The **Insured Entity** may cancel this **Policy** and such cancellation shall take effect from the date of **Our** receipt of a written request to cancel the **Policy**, provided that any such cancellation is subject to the following terms. **We** will be entitled to retain premium for pro-rata 'time on risk' plus applicable statutory charges.

b) **We** may cancel this **Policy** at any time in accordance with the relevant provisions of Section 60 of the Insurance Contracts Act 1984 (Cth), by giving notice in writing to the **Insured Entity** of the date from which cancellation is to take effect.

c) **We** may deliver such notice to the **Insured Entity** personally, or post it by registered mail (to the **Insured Entity's** broker or to the address the **Insured Entity** last gave **Us**). Proof that **We** mailed the notice shall constitute proof that the **Insured Entity** received the notice.

d) After cancellation pursuant to paragraph b), **We** will refund the premium for the unexpired time remaining on the **Policy**, less any non-refundable duties.

10.32 Schedule must be included

This **Policy** is only legally enforceable, if it includes a **Schedule** signed by one of **Our** officers.

10.33 Wording Conflict

In the event that there is a conflict between this Section 10 and any other Section of the **Policy**, the terms in that other Section shall apply.

10.34 Law of the Policy

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

Words with Special Meaning

10.35 Aggregate Policy Limit

The limit stated in the **Schedule** as the 'Aggregate Policy Limit'. See also Section 10.1.

10.36 Business

The business conducted by the **Insured Entity** as specified in the **Proposal**.

10.37 Extended Discovery Period

The relevant period of cover specified in Section 10.8.

10.38 Insured

Except for Section 9, means:

a) **Insured Entity**;

b) **Insured Person**.

10.39 Insured Entity

The Insured Entity stated in the **Schedule** and shall be deemed to include any of its **Subsidiaries**.

10.40 Insured Person

Except for Section 9, means:

a) any natural person who was or now is or may hereafter become a director, secretary, executive officer or **Employee** of the **Insured Entity** by whatever name called and whether or not validly appointed to occupy or duly authorised to act in such position; or

b) any natural person who by virtue of any applicable legislation, is or is deemed to be a director, secretary, executive officer or **Employee** of the **Insured Entity** and whether or not called a "shadow director" or a "de facto director"; or

c) **Insured Person** does not include a liquidator, external auditor, receiver, receiver and manager, official manager, administrator, trustee or person administering a compromise or scheme of arrangement of the **Insured Entity** or any employee of such person; or any company, entity or other body corporate or trustee, director, officer, or employee of a superannuation or pension organisation.

10.41 Known Circumstances

Any fact, situation or circumstance which:

a) an **Insured** was aware of at any time before the **Period of Insurance** or before this **Policy** was amended/endorsed; or

b) a reasonable person in the **Insured's** position would have thought, at any time before the **Period of Insurance** or before this **Policy** was amended/endorsed,

might result in:

i. a liability, loss or cost; or

ii. someone making an allegation against an **Insured** in respect of a liability, loss or cost,

that might be covered by this **Policy** or the amendment/endorsement to this **Policy**.

10.42 Period of Insurance

The 'Period of Insurance' stated in the **Schedule**.

10.43 Policy

a) All the terms, conditions and exclusions contained herein;

b) The **Schedule**; and

c) Any endorsements attaching to and forming part of this policy document, either at inception or during the **Period of Insurance**.

10.44 Pollutants

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

10.45 Proposal

The written or electronic proposal form (the date of which is stated in the **Schedule**) together with any supplementary material completed by or on behalf of the **Insured**, that was given to **Us**, and relied on by **Us** to effect this **Policy**.

10.46 Retroactive Date

The 'Retroactive Date' stated in the **Schedule**.

10.47 Schedule

The schedule attached to this **Policy** or any schedule subsequently substituted during the **Period of Insurance** and duly signed by one of **Our** officers.

10.48 Specific Cover Limit

The limit of insurance cover under the **Policy** for each of the matters listed in the **Schedule** under 'Specific Cover Limits' or in Sections 3 to 9 of the **Policy**.

10.49 Subsidiary

a) Any company or other incorporated entity that at the inception of the **Period of Insurance** by virtue of Australian or New Zealand law is, either directly or indirectly a subsidiary of the **Insured Entity**.

b) **Subsidiary** does not include:

i. an entity incorporated or domiciled in the United States of America or its territories or protectorates;

ii. any financial services entity, including but not limited to: a commercial bank, merchant bank, investment bank, credit union, building society, insurance or reinsurance companies, international insurance brokers, reinsurance brokers, investment firm, investment or financial advisor/manager or fund manager;

iii. an entity that has its securities listed on any securities exchange,

unless such entity is included by way of endorsement to this **Policy**.

10.50 Terrorism

Any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any association(s) or government(s) de jure or de facto, and which;

a) involves violence against one or more persons; or

b) involves damage to property; or

c) endangers life other than that of the person committing the action; or

d) creates a risk to health or safety of the public or a section of the public; or

e) is designed to interfere with or to disrupt an electronic system.

10.51 CGU or We or Us or Our

Insurance Australia Limited ABN 11 000 016 722 AFSL 227681, trading as CGU Insurance.

CONTACT DETAILS

ENQUIRIES 13 24 81
CLAIMS 13 24 80

MAILING ADDRESS

GPO BOX 9902 IN YOUR CAPITAL CITY

CGU.COM.AU

SYDNEY
GPO Box 244
Sydney
NSW 2001

MELBOURNE
181 William St
Melbourne
VIC 3000

BRISBANE
189 Grey St
South Bank
QLD 4101

PERTH
46 Colin St
West Perth
WA 6005

ADELAIDE
80 Flinders St
Adelaide
SA 5000

Insurer
Insurance Australia Limited
ABN 11 000 016 722 AFSL 227681
trading as CGU Insurance