

## Change of Insurer – Endorsement

This endorsement is dated 01 August 2017 and will apply to all policies taken out, or with a renewal effective date, on or after this date.

The information in this endorsement should be read with the last Policy You received for the Policy specified in your Policy Schedule and any other applicable endorsement.

## Changes to your Policy

Your Policy is amended by the following:

**Change 1:** Change to details of CGU Insurance Limited  
ABN 27 004 478 371 AFS Licence No. 238291

All references to “CGU Insurance Limited ABN 27 004 478 371 AFS Licence No. 238291” are deleted and replaced by “Insurance Australia Limited ABN 11 000 016 722 AFSL 227681 trading as CGU Insurance”.

**Change 2:** Change to details of CGU Insurance Limited

All references to “CGU Insurance Limited” are deleted and replaced by “Insurance Australia Limited trading as CGU Insurance”.



# professional indemnity



Insurer



Intermediary

## **About CGU Insurance Limited**

CGU Professional Risks (a division of CGU Insurance Limited ABN 27 004 478 371) is the underwriter of this policy. CGU Professional Risks has been one of Australia's leading professional indemnity insurers for over 20 years. CGU Insurance Limited is one of Australia's largest intermediary-based general insurers, approaching 160 years of providing insurance to Australians.

## **About Steadfast**

Steadfast Group Limited ABN 98 073 659 677 ("Steadfast") is an unlisted public company comprising over 280 shareholders. Each shareholder is an independent insurance brokerage. This policy is available exclusively to you through shareholders of Steadfast. Steadfast acts under its own Australian Financial Services Licence (No. 254928). Steadfast does not issue, guarantee or underwrite this policy.

## **Important information about Steadfast's advice**

Any advice Steadfast gives about this Policy does not take into account any of your particular objectives, financial situation or needs. For this reason, before you act on Steadfast's advice, you should consider the appropriateness of the advice taking into account your own objectives, financial situation and needs. Before you make any decisions about whether to acquire this Policy we recommend you should read this Insurance Policy.

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# Policy Terms and Conditions for Professional Indemnity Policy

## Preamble

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

Some of the words in this insurance **Policy** have special meanings. These meanings can be found in Section 8 of the **Policy** ('Definitions'). If a word has a special meaning, it appears in this **Policy** in bold type and with a capital letter. These words may appear without bold type in endorsements in the **Policy Schedule**.

## Insurer

The **Policy** is underwritten by CGU Insurance Limited, ABN 27 004 478 371, AFS Licence No. 238291 of 181 William Street, Melbourne VIC 3000.

## Our agreement with you

This **Policy** is a legal contract between **Us** and the **Insured**. The **Insured** pays **Us** the **Premium**, and **We** provide the **Insured** with the cover the **Insured** has chosen as set out in the **Policy**, occurring during the **Period of Insurance** shown on the **Policy Schedule**.

The amount of any **Excess** that applies to the **Policy** will be shown on the **Policy Schedule**.

## Your Policy

The Professional Indemnity **Policy** consists of the **Policy** Terms and Conditions in this booklet and the **Policy Schedule** **We** give the **Insured**.

The **Insured** should read the **Policy** carefully, and satisfy itself that it provides the cover required.

If the **Insured** wants more information about any part of the **Policy**, please ask **Us**, or your Steadfast broker.

The **Insured** should keep the policy booklet and **Policy Schedule** together in a safe and convenient place for future reference.

## Preventing our right of recovery

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

## How Goods and Services Tax affects any payments we make

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

The **Insured** must advise **Us** of its correct Australian Business Number & **Taxable Percentage**.

## Section 1 Insuring Clauses

### Insuring Clause A

#### 1.1 Civil Liability Insuring Clause

We agree to indemnify the **Insured** against civil liability for compensation (including claimants' costs, fees and expenses awarded against or recoverable from the **Insured**) arising from any **Claim** first made against the **Insured** during the **Period of Insurance** and notified to **Us** during the **Period of Insurance** in respect of civil liability incurred or alleged to have been incurred in the conduct of the professional activities and duties of the **Professional Services**.

### Insuring Clause B

#### 1.2 Claims Investigation Costs Insuring Clause

We agree to pay **Claims Investigation Costs** in respect of any **Claim** indemnified by this **Policy**.

If **We** elect not to take over and conduct, in the name of the **Insured**, the defence or settlement of a **Claim**, **We** agree to pay **Claims Investigation Costs** within a reasonable time frame following **Our** receipt of invoices specifying such **Claims Investigation Costs** and prior to determining the **Insured's** entitlement to indemnity for the **Claim**.

In determining the **Insured's** entitlement to indemnity under this **Policy** in respect of a **Claim**, **We** agree that **We** will not rely on Exclusion 5.6 (Fraud, Dishonesty or Intentional Acts) unless and until:

- (a) the **Insured** makes an admission in writing of any conduct described in Exclusion 5.6 (Fraud, Dishonesty or Intentional Acts), or
- (b) it has been established through a judicial process that the **Insured** has committed any conduct described in Exclusion 5.6 (Fraud, Dishonesty or Intentional Acts).

The payment of any **Claims Investigation Costs** is subject to the following conditions:-

- (i) the payment of any **Claims Investigation Costs** to the **Insured** by **Us** does not constitute an acceptance by **Us** of the **Insured's** right to indemnity for any **Claim**.
- (ii) if either (a) or (b) above applies or for any other reason it is determined that a **Claim** is not covered by this **Policy**, **We** may cease to pay **Claims Investigation Costs** to the **Insured**, unless **We**, at **Our** sole discretion, decide to continue to pay **Claims Investigation Costs** resulting from such **Claim**.

- (iii) where either (a) or (b) above applies or for any other reason it is determined that a **Claim** is not covered by this **Policy**, the **Insured** will refund **Claims Investigation Costs** paid by **Us**, unless **We** agree in writing to waive recovery of such **Claims Investigation Costs**.

### Insuring Clause Clarification

For the avoidance of doubt, the indemnity provided by Insuring Clauses A and B (clauses 1.1 and 1.2) includes, but is not limited to any civil liability incurred or alleged to have been incurred by the **Insured** in the conduct of the professional activities and duties of the **Professional Services**:

- 1.3 for breach of a contract for the provision of professional services.
- 1.4 for breach of fiduciary duty.
- 1.5 for breach of warranty of authority committed, by or on behalf of the **Insured**, in good faith and in the belief that appropriate authority was held.
- 1.6 for any unintentional infringement of copyright, moral right (under the Copyright Act 1968 Commonwealth) trademarks, service marks, registered design or patent, or any plagiarism or breach of confidentiality.
- 1.7 for defamation.
- 1.8 under the terms of the Trade Practices Act 1974 (Commonwealth), the Fair Trading Act 1987 (NSW), the Fair Trading Act 1985 (Victoria) or similar legislation enacted by the other states or territories of the Commonwealth of Australia or the Dominion of New Zealand.

## Section 2 Retroactive Date

- 2.1 "Unlimited Retroactive Cover" – if no Retroactive Date is specified in the **Schedule** or if the Retroactive Date is specified in the **Schedule** as "Unlimited", this **Policy** shall provide indemnity in respect of **Claim(s)** arising from acts, errors or omissions committed or alleged to have been committed irrespective of when such acts, errors or omissions were committed (or were alleged to have been committed).
- 2.2 "Limited Retroactive Cover" – where a Retroactive Date is specified in the **Schedule**, then this **Policy** shall only provide indemnity in respect of **Claim(s)** arising from acts, errors or omissions committed or alleged to have been committed on or after the Retroactive Date.

## Section 3

# Automatic Policy Extensions

### Preamble

We shall provide indemnity as is available under this Section, for no additional premium, provided always that:

- (a) the indemnity provided by each Policy Extension is subject to the **Schedule**, Insuring Clauses, Conditions, Definitions, Exclusions, **Excess** and other terms of this **Policy** (unless otherwise expressly stated herein);
- (b) the inclusion of any Policy Extension shall not increase the **Policy Limit**.

#### 3.1 Additional benefit – Claims preparation costs

We will pay up to \$25,000 in the aggregate during the **Period of Insurance** for reasonable professional fees and such other expenses incurred by the **Insured** for the preparation of any **Claim** that is covered under this **Policy**.

The cover provided under this Policy Extension operates in addition to the **Policy Limit** or **Aggregate Limit of Indemnity** (whichever may be applicable).

Provided always that such cover shall not include any **Claims Investigation Costs** (as defined in Clause 8.4 - Claims Investigation Costs).

#### 3.2 Consultants, Sub-contractors and Agents

The conduct of the professional activities and duties of the **Professional Services** shall be deemed to include, acts, errors or omissions of consultants, sub-contractors or agents of the **Named Insured**, while undertaking work in connection with the conduct of the professional activities and duties of the **Professional Services** and for which the **Insured** is liable.

We will indemnify any such consultant, sub-contractor or agent themselves, provided always that the relevant act, error or omission giving rise to the **Claim** occurred:

- (a) in the course of the conduct, by the consultant, sub-contractor or agent, of the professional activities and duties of the **Professional Services** for and on behalf of the **Named Insured**; and
- (b) at the time when the consultant, sub-contractor or agent was under the **Named Insured's** direct control and supervision.

#### 3.3 Continuous Cover

We agree to indemnify the **Insured** for any **Claim**, otherwise covered by this **Policy**, arising from any

**Known Circumstance** (notwithstanding Exclusion 5.12 - Known Claims and Known Circumstances) if:

- (a) We were the professional liability insurer of the **Insured** when the **Insured** first knew of such **Known Circumstance**, and
- (b) We continued without interruption to be the **Insured's** professional liability insurer up until this **Policy** came into effect; and
- (c) had We been notified by the **Insured** 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.

The **Insured** agrees that it will not seek indemnity from **Us** in respect of the **Claim** or any **Claim** arising out of the **Known Circumstance** under any other policy issued by **Us**.

We may reduce the amount We pay out under this provision by the amount of any prejudice We may suffer in consequence of any delayed notification to **Us**.

The limit of **Our** liability provided under this Extension is the lesser of the limit of **Our** liability under the terms of the policy in force at the earlier time referred to in paragraph (c) above, or the **Policy Limit** under this **Policy**. The terms of this **Policy** otherwise apply.

#### 3.4 Court Attendance Costs

For any person described in (a) or (b) below who actually attends court as a witness in connection with a **Claim** notified under and covered by this **Policy**, it is agreed that **Claims Investigation Costs** will include the following rates per day on which attendance in court has been required:-

- (a) for any person who was or is a principal, partner or director of the **Named Insured**: \$500.
- (b) for any person who was or is an **Employee** of the **Named Insured**: \$250.

No **Excess** shall apply to this Policy Extension.

#### 3.5 Estates and Legal Representatives

We agree to include in the definition of the **Insured** (clause 8.8) the estate, heirs, legal representatives or assigns of any **Insured** in the event of the death, mental disorder and/or other incapacity or insolvency or bankruptcy of such **Insured** in respect of any civil liability of the **Insured** that would have been covered by Insuring Clause A and/or B if the **Insured** was alive, had capacity or was not insolvent. Provided always that such persons shall observe and be subject to all the terms of this **Policy** insofar as they can apply.

### 3.6 Extended Notification Period

In the event that this insurance is not renewed or is cancelled for any reason other than non-payment of premium then the **Insured** has until such time that the **Insured** effects another professional indemnity insurance policy either with **Us** or any other insurer or a period of sixty (60) days commencing on the day immediately following expiry of this **Policy** whichever is the lesser period, during which to notify **Us** of any **Claim** first made against the **Insured** in writing within such sixty (60) day or lesser period (as the case may be). Provided always that it is understood and agreed that:

- (a) **We** will treat that **Claim** as if it had been made against the **Insured** and notified to **Us** during the immediately preceding **Period of Insurance**, and
- (b) coverage afforded hereunder does not reinstate or increase the **Policy Limit** or the **Aggregate Limit of Indemnity** or extend the **Period of Insurance**.
- (c) coverage afforded hereunder will only apply to acts, errors or omissions committed or alleged to have been committed by the **Insured** before the end of the **Period of Insurance** or the cancellation date of this **Policy** where this **Policy** has been cancelled and not before the Retroactive Date.

### 3.7 Fraud, Dishonesty or Intentional Acts

**We** agree to indemnify the **Insured** against civil liability for compensation (including claimants' costs, fees and expenses awarded against or recoverable from the **Insured**) arising from any **Claim** made against that **Insured**, which would otherwise be excluded by reason of Exclusion 5.6 (Fraud, Dishonesty or Intentional Acts). Provided always that:

- (a) such indemnity shall not be provided to any **Insured** who committed or condoned any act, error or omission excluded by reason of Exclusion 5.6 (Fraud, Dishonesty or Intentional Acts);
- (b) such indemnity shall not apply to any **Claim** against any **Insured** directly or indirectly based upon, attributable to, or in consequence of:
  - (i) the loss of money, negotiable instruments, bearer bonds or coupons, stamps, bank or currency notes;
  - (ii) the loss of an electronic record which represents a current and transferable obligation of a person to pay the holder of the electronic record an amount or amounts of money described in the electronic record in exchange for delivery, adjustment or cancellation of the electronic record; or

- (iii) a transaction, direction or dealing involving or in any way relating to a right to be paid money or to have any of the items referred to in subparagraph (i) or (ii) of this paragraph (b) delivered, negotiated or assigned or an electronic record of such a right.

### 3.8 Joint Venture

If the name of a **Joint Venture** is included in the **Schedule** under '**Joint Ventures**', then, **We** will indemnify the **Insured** for the **Insured's** joint and individual civil liability, arising out of the conduct of the professional activities and duties of such **Joint Venture**.

If the name of the **Joint Venture** is not included in the **Schedule** under '**Joint Ventures**', then, **We** will indemnify the **Insured** only for the **Insured's** individual civil liability and not for the **Insured's** joint civil liability arising out of the conduct of the professional activities and duties of such **Joint Venture**. Provided always that the business of such **Joint Venture** is the same as the **Professional Services** (as defined in clause 8.9 Professional Services).

### 3.9 Loss of Documents

**We** agree to indemnify the **Insured** in respect of certain loss described in this clause arising from the loss of any **Documents** (including but not limited to **Documents** which are the property of the **Insured**) which have been destroyed, damaged, lost or mislaid and, after diligent search and attempt to recover, cannot be found. Provided always that:

- (a) such loss of **Documents** was first discovered by the **Insured** during the **Period of Insurance** and was notified in writing to **Us** as soon as reasonably practicable after the date of such discovery (but never beyond the expiry date of the **Period of Insurance**); and
- (b) such indemnity shall be limited to the costs, charges and expenses of whatsoever nature incurred by the **Insured** in replacing and/ or restoring such **Documents** and any claim for such costs, charges and expenses shall be supported by bills and/or accounts which shall be subject to approval by a competent person nominated by **Us** and agreed to by the **Insured**; and
- (c) such indemnity shall be limited to the loss of any **Documents**:
  - (i) which were in the physical custody or control of the **Insured** or any person to whom the **Insured** entrusted, lodged or deposited such **Documents** in the ordinary course of business; or
  - (ii) which occurred whilst such **Documents** were in transit.



### 3.10 Newly created or acquired Subsidiary

We agree to include in the definition of **Insured** (clause 8.8) any **Subsidiary** created or acquired by the **Named Insured** during the **Period of Insurance** for a period of up to thirty (30) days (but never beyond the expiry date of the **Period of Insurance**) from the date of such creation or acquisition.

Provided always that:

- (a) this Policy Extension will only apply in respect of **Claim(s)** against the **Subsidiary** arising from an act, error or omission occurring subsequent to the date of creation or acquisition of the **Subsidiary**; and
- (b) the business of such **Subsidiary** is the same as or substantially similar to the **Professional Services** (as defined in clause 8.9 **Professional Services**).

The **Insured** may apply to **Us**, within such thirty (30) day period, to vary this **Policy** to continue the cover provided by this Policy Extension until the expiry date of the **Period of Insurance**. The **Insured** shall supply **Us** with such additional information relating to the new **Subsidiary** and pay any reasonable additional premium as may be required by **Us**.

### 3.11 Official Investigations and Enquiries – costs and expenses

We agree to pay **Investigation Costs and Expenses**.

Provided always that:

- (a) We shall be entitled, at **Our** discretion, to appoint legal representation to represent the **Insured** in the investigation, examination or enquiry;
- (b) the notice of intended investigation, examination or enquiry is served upon the **Insured** during the **Period of Insurance** and is notified to **Us** during the same **Period of Insurance**;
- (c) in the event that a claim for payment of **Investigation Costs and Expenses** is withdrawn or indemnity under this Policy Extension is subsequently withdrawn or denied, **We** shall cease to advance **Investigation Costs and Expenses** and the **Insured** shall refund any **Investigation Costs and Expenses** advanced by **Us** to the extent that the **Insured** was not entitled to such **Investigation Costs and Expenses**, unless **We** agree in writing to waive recovery of such **Investigation Costs and Expenses**; and
- (d) **Our** total liability in respect of **Investigation Costs and Expenses** for all claims made under this Policy Extension shall not exceed \$250,000.

For the purpose of this Policy Extension, an official investigation, examination or enquiry

includes but is not limited to:

- (i) any investigation, examination or enquiry by way of a Royal Commission or Coronial Enquiry, or conducted by a regulatory authority such as the Australian Securities and Investments Commission.
- (ii) any investigation, examination or enquiry conducted by any disciplinary committee of any association, industry or professional body of which the **Insured** is a member.

### 3.12 Public Relations Expenses

Where the **Insured** retains the services of a public relations consultant for the sole purpose of protecting the **Insured's** reputation that has been brought into question as a direct result of a **Claim** covered by this **Policy**, **We** agree to pay any reasonable fees, costs and expenses of such public relations consultant. Provided always that:

- (a) the **Insured** notifies **Us** within twenty-eight (28) days of first becoming aware of the **Insured's** reputation being brought into question, and provide full written details outlining the circumstances surrounding the event, and
- (b) **We** have given prior written consent (which consent shall not unreasonably be withheld) to retain the services of such public relations consultant; and
- (c) **Our** total aggregate liability during any one **Period of Insurance** for all public relations expenses shall not exceed \$50,000.

### 3.13 Run off cover until expiry of the Period of Insurance

We agree that in the event that an **Insured** entity ceased or ceases to exist or operate or be a **Subsidiary** or became or becomes consolidated with, merged into or acquired by any other entity either before or during the **Period of Insurance** then the coverage provided under this **Policy** with respect to such **Insured** entity shall continue until the expiry date of the **Period of Insurance**.

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

### 3.14 Severability

We agree that where any **Insured**:

- (a) failed to comply with the duty of disclosure contained in the Insurance Contracts Act 1984; or
- (b) made a misrepresentation to **Us** before this contract of insurance was entered into; or
- (c) fails to comply with any conditions of this **Policy**,

the right of any other **Insured** to indemnity under this **Policy** shall not be prejudiced thereby. Provided always that this Policy Extension shall only apply when:

- (i) such other **Insured** shall be entirely innocent of and has no prior knowledge of any such conduct; and
- (ii) such other **Insured** shall, as soon as is reasonably practicable upon becoming aware of any such conduct, advise **Us** in writing of all known facts in relation to such conduct.

Notwithstanding the above, any fact or knowledge possessed by any past or present partner, principal, director, chairman, chief executive officer, chief operating officer, chief financial officer, company secretary, chief legal officer or the holder of any similar or equivalent positions shall be imputed to the **Named Insured**.

## Section 4 Optional Extensions

### Preamble

It is agreed that:

- (a) the indemnity provided by each Optional Extension is subject to the **Schedule**, Insuring Clauses, Conditions, Definitions, Exclusions, **Excess** and other terms of this **Policy** (unless otherwise expressly stated herein);
- (b) the inclusion of any Optional Extension shall not increase the **Policy Limit**;
- (c) the inclusion of any Optional Extension shall be at **Our** absolute discretion; and
- (d) where an Optional Extension is not specified as included in the **Schedule** then this **Policy** shall not provide any indemnity in relation to coverage specified under such Optional Extension.

#### 4.1 Fidelity

Notwithstanding Exclusion 5.6 (Fraud, Dishonesty or Intentional Acts), **We** agree to provide indemnity to the **Insured** against loss of money, negotiable instruments, bearer bonds or coupons, stamps, bank or currency notes belonging to the **Insured** or for which the **Insured** is legally liable where any such loss is sustained in consequence of any dishonest or fraudulent act or omission of any **Insured**. Provided always that:

- (a) such loss is first discovered by the **Insured** during the **Period of Insurance** and is notified in writing to **Us** as soon as reasonably practicable after the

date of such discovery (but never beyond the expiry date of the **Period of Insurance**);

- (b) **We** shall not be liable for any loss sustained in consequence of any act or omission occurring after the date of the discovery of, or the reasonable cause for suspicion of, dishonest or fraudulent conduct on the part of the **Insured** concerned;
- (c) **We** shall not be liable to indemnify any **Insured** who committed or condoned any dishonest or fraudulent conduct in consequence of which the loss occurred;
- (d) the **Insured** shall bear the burden of adducing satisfactory proof to substantiate any loss hereunder (including any legal, investigative, accounting or other costs incurred in such process) and **We** will be under no obligation to provide indemnity to the **Insured** until such time as **We** is satisfied that such loss has, in fact, been sustained;
- (e) all interrelated individual dishonest or fraudulent acts or omissions shall be deemed to constitute a single loss and a single **Excess** shall apply to such loss; and
- (f) **Our** liability for each loss under this Optional Extension and **Our** aggregate liability for all losses under this Optional Extension shall not exceed \$250,000.

#### 4.2 Previous Business

**We** agree to provide indemnity in respect of any **Claim** made against any person who is or becomes or ceases to be during the **Period of Insurance** a principal, partner or director of the **Named Insured** in respect of any kind of civil liability incurred or alleged to have been incurred on the part of such person in the conduct of any professional activities and duties, which were the same as or substantially similar to the professional activities and duties of the **Professional Services**, before that person joined the **Named Insured**.

#### 4.3 Multi-year run-off after merger, takeover, sale, winding up of Named Insured

If the **Named Insured** is subject to a merger, takeover, sale or winding up, then, **We** agree to extend the **Period of Insurance** up to seven (7) years immediately following the expiry of the **Period of Insurance**.

Provided always that:

- (a) this Policy Extension will only apply with respect to any **Claim(s)** arising from any act, error or omission occurring prior to the effective date of such merger, takeover, sale or winding up; and
- (b) on such terms and conditions, and for such additional premium as **We** may reasonably require.

## Section 5 Exclusions

We shall not be liable under this **Policy** to provide indemnity in respect of any:

### 5.1 Aircraft, motor vehicles and watercraft

**Claim** based upon, attributable to, or in consequence of the ownership, lease, operation or use of any aircraft, motor vehicle or watercraft by an **Insured**.

### 5.2 Contractual Liability

**Claim** based upon, attributable to, or in consequence of any duty or obligation assumed by an **Insured** by way of any contractual undertaking, warranty, guarantee or indemnity, to the extent that such liability exceeds the liability the **Insured** would have incurred in the absence of such contractual undertaking, warranty, guarantee or indemnity.

### 5.3 Asbestos

**Claim** which would not have arisen but for the existence of asbestos.

### 5.4 Directors and Officers Liability or Trustees Liability

**Claim** based upon, attributable to, or in consequence of any activities as a trustee, director, secretary or officer unless that liability would have arisen if the **Insured** had not held that position as a trustee, director, secretary or officer.

### 5.5 Fines and Penalties

**Claim** for punitive, aggravated, multiple or exemplary damages, or fines or penalties imposed by law, provided always that this exclusion shall not apply to compensatory civil penalties. **Our** total liability for the payment of compensatory civil penalties during any one **Period of Insurance** shall not exceed \$250,000 in the aggregate, which amount shall form part of and not increase the **Policy Limit**.

Provided further that **We** will not be liable to indemnify the **Insured** for any compensatory civil penalty:

- (a) for which **We** are legally prohibited from indemnifying the **Insured** under Australian law.
- (b) based upon, attributable to or in consequence of any:
  - (i) wilful, intentional or deliberate failure to comply with any lawful notice, direction, enforcement action or proceeding under any legislation.
  - (ii) recklessness.

- (iii) requirement to pay taxes, rates, duties, levies, charges, fees or any other revenue or impost.

### 5.6 Fraud, Dishonesty or Intentional Acts

**Claim** based upon, attributable to, or in consequence of:

- (a) any dishonest, fraudulent, criminal, or malicious act or omission of an **Insured** or their consultants, sub-contractors or agents; or
- (b) any act or omission of an **Insured** or their consultants, sub-contractors, or agents with the intention of causing a third party loss, damage or injury or committed with a reckless disregard for the consequences thereof; or
- (c) any wilful breach of any statute, contract or duty by an **Insured** or their consultants, sub-contractors or agents.

Provided always that this exclusion shall not apply unless and until:

- (i) the **Insured** makes an admission in writing of any conduct described in clauses (a), (b) and/or (c) above, or
- (ii) it has been established through a judicial process that the **Insured** has committed any conduct described in clauses (a), (b) and/or (c) above.

### 5.7 Jurisdictional Limits

**Claim:**

- (a) brought in a court of law within the territorial limits of the United States of America or the Dominion of Canada or their territories or protectorates; or
- (b) arising out of the enforcement of any judgment, order or award obtained within, or determined pursuant to, the laws of the United States of America or the Dominion of Canada or their territories or protectorates.

### 5.8 Radioactivity and Nuclear Hazards

**Claim** arising from:

- (a) ionising radiations or contamination by radioactivity from any nuclear material, or
- (b) the hazardous properties of any nuclear explosive, assembly or component.

### 5.9 Obligations to Workers

**Claim** based upon, attributable to, or in consequence of:

- (a) **Bodily Injury** of any **Worker** of an **Insured** or damage to or destruction of any property of any **Worker** of an **Insured**, including loss of use of property, arising out of, or in the course of, their employment.

(b) actual or alleged unlawful discrimination (or other unlawful act, error or omission) by any **Insured** against any **Worker** or employment applicant.

For the purpose of Exclusions 5.9(a) and 5.9(b) only, the term "**Worker**" means any person employed by or who is deemed to be employed by the **Insured** pursuant to any Workers' Compensation Law.

#### 5.10 Occupier's liability

**Claim** based upon, attributable to, or in consequence of any liability incurred or alleged to have been incurred as a result of occupation, control, management or ownership of any real property by an **Insured**.

#### 5.11 Pollutants

**Claims** directly or indirectly based upon, attributable to, or in consequence of the discharge, dispersal, release or escape of **Pollutants** into or upon land, the atmosphere, or any water course or body of water.

#### 5.12 Known Claims and Known Circumstances

- (a) known **Claims** (or losses or claims) as at the inception date of this **Policy**; or
- (b) **Claims** (or losses or claims) arising from any **Known Circumstance(s)**; or
- (c) **Claims** (or losses or claims) disclosed in the **Proposal** form.

#### 5.13 Product Liability

**Claim** based upon, attributable to, or in consequence of the manufacture, preparation, modification, repair, supply, maintenance or treatment of any goods or products sold, supplied or distributed by the **Insured**, except where such **Claim** arises solely and directly from any advice, design or specification prepared by the **Insured** in the conduct of the professional activities and duties of the **Professional Services**.

#### 5.14 Related or associated entities

**Claim** brought or maintained by or on behalf of an **Insured** or any **Subsidiary** or parent of an **Insured**.

#### 5.15 Territorial limits

**Claim** based upon, attributable to, or in consequence of an act, error or omission occurring within the territorial limits of the United States of America or the Dominion of Canada or their territories or protectorates.

#### 5.16 Terrorism

**Claim** directly or indirectly based upon, attributable to, or in consequence of:

(a) 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

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

#### 5.17 Trading debts

**Claim** directly or indirectly based upon, attributable to, or in consequence of:

- (a) any trading debt incurred by an **Insured** or any guarantee given by an **Insured** for a debt; or
- (b) the refund of the **Insured's** professional fees or charges (by way of damages or otherwise).

#### 5.18 War and Uprisings

**Claim** arising directly or indirectly from:

- (a) war, invasion, acts of foreign enemies, civil or military uprisings, hostilities (even if war is not declared), or government power being taken unlawfully, or
- (b) property being taken, damaged or destroyed by a government or public or local authority.

#### 5.19 Restrictive Trade Practices

**Claim** directly or indirectly based upon, attributable to, or in consequence of any actual or alleged restrictive trade practices, restraint of trade or unfair competition.

## Section 6 Claims Conditions

### 6.1 Claims mitigation and co-operation

- (a) If the **Insured**, either prior to or during the **Period of Insurance** becomes aware of a situation which could, if not rectified, lead to a **Claim** or increase the quantum of a **Claim**, the **Insured** shall use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any liability hereunder. Costs and expenses incurred by the **Insured** in compliance with this clause 6.1(a) shall be at the **Insured's** cost, unless otherwise agreed in writing by **Us**.
- (b) The **Insured** shall frankly and honestly disclose to **Us** all relevant information and, in addition shall provide assistance to **Us**, as **We** may require to enable **Us** to investigate and to defend any **Claim** under this **Policy** and/or to enable **Us** to determine **Our** liability under this **Policy**. Costs and expenses incurred by the **Insured** in compliance with this clause 6.1(b) shall be paid by **Us** in accordance with Policy Extension 3.1 – Claims Preparation Costs.
- (c) Costs and expenses incurred by **Us** to enable **Us** to determine **Our** liability under this **Policy** shall be at **Our** own cost.

### 6.2 Defence and settlement

- (a) The **Insured** shall not settle any **Claim**, incur any **Claims Investigation Costs** or **Investigation Costs and Expenses**, make any admission, offer or payment or otherwise assume any contractual obligation with respect to any **Claim** or loss without **Our** written consent, such consent not to be unreasonably withheld. **We** shall not be liable for any settlement, **Claims Investigation Costs**, **Investigation Costs and Expenses**, admission, offer or payment, or assumed obligation to which **We** have not consented in writing.
- (b) **We** shall be entitled if **We** so desire, to take over and conduct, in the name of the **Insured**, the defence or settlement of any **Claim** at any time. In the event that this occurs, **We** will then have sole control of the **Claim**.
- (c) If **We** retain lawyers to conduct, in the name of the **Insured**, the investigation, defence or settlement of any **Claim**, those lawyers will only act on **Our** behalf in relation to any issue regarding the **Insured's** entitlement to indemnity from **Us** and they will not act on the **Insured's** behalf in respect of any such issue. Any information that is received by lawyers retained by **Us** in the course of

investigating, defending or settling any **Claim** against the **Insured** can be provided to **Us** and relied upon by **Us** in relation to any issue that may arise regarding **Our** liability to indemnify the **Insured**. In relation to any such information, the **Insured** waives any claim that it may have for legal professional privilege as between the **Insured**, the lawyers **We** retained and **Us**.

- (d) The lawyers retained by **Us** to conduct the investigation, defence or settlement of any **Claim**, may provide advice to **Us** on any issue regarding **Our** liability to indemnify the **Insured** and, whilst doing so, may continue to act in the investigation, defence or settlement of the **Claim** on behalf of both **Us** and the **Insured**.
- (e) The **Insured** agrees that all communications between **Us** and lawyers retained by **Us** to act in the conduct of the investigation, defence or settlement of any **Claim** which relate to the **Insured's** entitlement to indemnity from **Us** are privileged as between **Us** and the lawyers and the **Insured** agrees that it is not entitled, under any circumstances, to access or obtain any such communications.
- (f) If any actual or apparent conflict arises between **Our** interests and the **Insured's** interests, the lawyers retained by **Us** to conduct the investigation, defence or settlement of any **Claim** may cease acting on behalf of the **Insured** and may continue to act on **Our** behalf in relation to any dispute between **Us** and the **Insured** with respect to the **Insured's** entitlement to indemnity from **Us**.

### 6.3 Insured's right to contest

In the event that **We** recommend a settlement in respect of any **Claim** and the **Insured** does not agree that such **Claim** should be settled, then the **Insured** may elect to contest such **Claim**. Provided always that **Our** liability in connection with such **Claim** shall not exceed the amount for which the **Claim** could have been so settled plus the **Claims Investigation Costs** incurred with **Our** written consent up to the date of such election, less the **Excess**.

### 6.4 Reporting and notice

- (a) The **Insured** shall give to **Us** written notice as soon as practicable of any **Claim** made against an **Insured** provided always that such written notice is given to **Us** during the **Period of Insurance** in which the **Claim** is made.
- (b) Notice of any **Claim** shall be given in writing to **Us**, and delivered to:  
CGU Professional Risks Insurance  
Level 15, 181 William St  
Melbourne VIC 3000

## 6.5 Senior Counsel clause

- (a) **We** shall not require the **Insured** to contest any **Claim** unless a **Senior Counsel** (to be mutually agreed upon by the **Insured** and **Us**) shall advise that such **Claim** should be contested.
- (b) In formulating such advice, **Senior Counsel** shall take into consideration the economics of the matter, the damages and costs which are likely to be recovered by the plaintiff, the likely **Claims Investigation Costs** and the prospects of the **Insured** successfully defending the **Claim**.
- (c) The cost of such **Senior Counsel's** opinion shall be paid by **Us** in addition to the **Policy Limit**.

## 6.6 Subrogation and Allocation of the Proceeds of Recoveries

In respect of any **Claim** covered by this **Policy**, and without limiting **Our** rights at law, **We** shall be subrogated to all the **Insured's** rights of recovery, and the **Insured** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of documents necessary to enable **Us** effectively to bring suit in the name of the **Insured**.

The **Insured** shall not, without first obtaining **Our** written consent, do anything or fail to do anything which excludes, limits or prejudices **Our** rights of subrogation. In particular, without limiting the operation of this provision, the **Insured** shall not enter into any contract or agreement which excludes, limits or prejudices a right of recovery which the **Insured** may have in respect of any **Claim** covered by this **Policy**.

Should the **Insured** incur any legal liability which is not covered by this insurance:

- (a) due to the application of any **Excess**, and/or
- (b) where the amount(s) of any judgment(s) or settlement(s) exceed(s) the **Policy Limit** or any applicable sub-limit;

the **Insured** will be entitled to the first call on the proceeds of all recoveries made, by either the **Insured** or **Us**, on account of such legal liability until fully reimbursed for such uninsured amount or amounts (less the actual costs of making such recoveries where those costs are incurred by **Us**) and any remaining amount(s) will be applied to **Our** reimbursement.

## 6.7 Foreign Currency

All amounts referred to in this **Policy** are in Australian Dollars.

If the **Insured** incurs liability to settle any **Claim** for an amount stated in the local currency of any country or territory outside the Commonwealth of Australia, where an award is made or a settlement is agreed upon, then, the amount payable by **Us** shall be the value of such award

or settlement together with costs awarded or payable to any claimant converted to Australian Dollars at the free rate of exchange published in the Australian Financial Review on the date on which **We** pay to the **Insured** (or some other person at the **Insured's** direction) the indemnity in respect of such award or settlement; subject always to the **Policy Limit**.

## Section 7 General Conditions

### 7.1 Alteration to risk

The **Insured** shall give to **Us** written notice as soon as practicable of any material alteration to the risk during the **Period of Insurance** including but not limited to:

- (a) an **Insured** going into voluntary bankruptcy, receivership, liquidation or any other form of external administration or an **Insured** failing to pay debts or breaching any other obligation giving rise to the appointment of a receiver or bankruptcy or winding-up proceedings;
- (b) any material change in the nature of the professional services offered by an **Insured**.

Where such notice is given and/or where there is any material alteration to the risk **We** shall be entitled to cancel this **Policy** in accordance with the Insurance Contracts Act 1984. Provided always that in the event that the **Insured** should become bankrupt or insolvent, **We** shall not be relieved thereby of the payment of any **Claim** hereunder because of such bankruptcy or insolvency.

### 7.2 Assignment of interest

No change in, or modification of, or assignment of interest under this **Policy** shall be effective except when made by written endorsement to this **Policy** and signed by an authorised employee of **Us**.

### 7.3 Cancellation

- (a) The **Insured** may cancel this **Policy** at any time by notifying **Us** in writing.
- (b) **We** may cancel this **Policy** in accordance with the relevant provisions of the Insurance Contracts Act 1984. Such cancellation shall take effect thirty (30) days from the time of receipt of notification by the **Insured** or the **Insured's** insurance broker.
- (c) In the event of cancellation by the **Insured** or by **Us**, **We** will allow a pro-rata refund of **Premium** for the unexpired **Period of Insurance**.

#### 7.4 Excess

- (a) In respect of each **Claim** made against the **Insured** (or each loss or claim incurred by the **Insured** in respect of Policy Extensions 3.1 Claims Preparation Costs, 3.7 Loss of Documents and 3.9 Official Investigations and Enquiries – costs and expenses) the amount of the **Excess** shall be borne by the **Insured** at their own risk and **We** shall only be liable to indemnify the **Insured** for that part of any **Claim** (or any loss or claim) which is in excess of the **Excess**.
- (b) In the event of a **Claim** by the **Insured** under this **Policy**, the **Insured** shall, if directed by **Us**, pay to **Us** (or as is directed by **Us**) the **Excess** within fourteen (14) working days. Any delay, failure or refusal by the **Insured** to pay the **Excess** will entitle **Us** to deduct such amount from any amount(s) required to settle any **Claim** or judgment, order, or any other payment to be made by **Us** under this **Policy**. In the event that a failure or refusal to grant access to monies for any **Excess** results in a failure of a settlement or an increase in **Claims Investigation Costs**, **Our** liability in connection with such **Claim** shall not exceed the amount for which the **Claim** could have been so settled plus the **Claims Investigation Costs** incurred with **Our** written consent up to the date of such failure, less the **Excess**.
- (c) Where **We** have elected to pay all or part of the **Excess** in respect of any **Claim** (or any loss or claim), the **Insured** shall, within fourteen (14) working days from the date of such payment, reimburse **Us** for such payment.
- (d) In respect of any **Claim** (or any loss or claim) where the amount of the **Claim** (or any loss or claim) is less than the amount of the **Excess**, the **Insured** shall bear all **Claims Investigation Costs** associated therewith unless **We** have agreed to meet such **Claims Investigation Costs** pursuant to Insuring Clause B.
- (e) Where the **Excess** is expressed in the **Schedule** to be inclusive of **Claims Investigation Costs** then the **Insured** will pay all **Claims Investigation Costs**, up to the amount of the **Excess**, incurred by **Us** pursuant to the engagement of advisers considered necessary by **Us** to determine the liability of the **Insured** and to resolve the **Claim** (or loss or claim).
- (f) Any **Claims Investigation Costs** incurred by **Us** to determine whether **We** have a liability to indemnify the **Insured** under this **Policy** shall not be subject to the **Excess** but shall be borne by **Us**.

#### 7.5 Limit of Indemnity

- (a) **Our** total liability under this **Policy** shall not exceed:

- (i) in respect of any one **Claim** covered by this **Policy**, the **Policy Limit** specified in the **Schedule**.
- (ii) in respect of all **Claims** covered by this **Policy**, the **Aggregate Limit of Indemnity** provided always that if there is any extra insurance in excess of the **Policy Limit**, then cover in excess of the **Policy Limit** is only available for so much of the liability (otherwise covered by this **Policy**) which is not covered by the extra insurance.

- (b) Unless otherwise specified in the **Schedule** or by endorsement to the **Policy**, the **Policy Limit** specified in the **Schedule** is exclusive of **Claims Investigation Costs** and **We** agree to pay **Claims Investigation Costs** in addition to the **Policy Limit**. Provided always that if a payment is made to dispose of a **Claim** which is in excess of the **Policy Limit** available under this **Policy**, **Our** liability for such **Claims Investigation Costs** shall be such proportion thereof as the **Policy Limit** available under this **Policy** bears to the amount paid to dispose of the **Claim**.

#### 7.6 Multiple claims

- (a) All causally connected or interrelated acts, errors or omissions shall jointly constitute a single act, error or omission under this **Policy**.
- (b) Where a single act, error, or omission gives rise to more than one **Claim**, all such **Claim(s)** shall jointly constitute one **Claim** under this **Policy**.

#### 7.7 Policy construction and interpretation

- (a) The construction, interpretation and meaning of the provisions of this **Policy** shall be determined in accordance with the laws of Australia and the States and Territories thereof. Each party agrees to submit to the jurisdiction of any Court of competent jurisdiction in a State or Territory of Australia and to comply with all requirements necessary to give such Court jurisdiction. All disputes arising under this **Policy** shall be determined in accordance with the law and practice of such Court.
- (b) The marginal notes and titles of paragraphs in this **Policy** are included for descriptive purposes only and do not form part of this **Policy** for the purpose of its construction or interpretation.
- (c) Under this **Policy**, the masculine includes the feminine and the singular includes the plural and vice versa and reference to a person includes a body corporate, an authority, an association or a **Joint Venture** (whether incorporated or unincorporated), a partnership and a trust.

## Section 8 Definitions

### 8.1 Aggregate Limit of Indemnity

“**Aggregate Limit of Indemnity**” shall mean twice the **Policy Limit** specified in the **Schedule**.

### 8.2 Bodily Injury

“**Bodily Injury**” shall mean physical injury, sickness, disease, death, mental injury, mental anguish, nervous shock or emotional distress of any person.

### 8.3 Claim

“**Claim**” shall mean:

- (a) The receipt by the **Insured** of any written or oral demand for compensation made by a third party against the **Insured**.
- (b) Any writ, statement of claim, summons, application or other originating legal or arbitral process, cross-claim, counterclaim or third or similar party notice served upon the **Insured** which seeks compensatory relief made by a third party against the **Insured**.
- (c) for the purpose of Policy Extension 3.9 only, any losses described in that clause arising from loss of any **Documents**.
- (d) for the purpose of Policy Extension 3.11 only, any attendance by the **Insured** at an investigation, examination or enquiry.

### 8.4 Claims Investigation Costs

“**Claims Investigation Costs**” shall mean the reasonable legal costs and other expenses (including but not limited to legal counsels’ fees and experts’ fees) incurred by or on behalf of the **Insured** with **Our** prior written consent (which shall not be unreasonably withheld) or by **Us** in the investigation, defence or settlement of a **Claim**, or in bringing or defending appeals in connection with a **Claim**.

### 8.5 Excess

“**Excess**” shall mean the amount shown as the **Excess** in the **Schedule**.

### 8.6 Documents

“**Documents**” shall mean deeds, wills, agreements, maps, plans, books, letters, policies, certificates, forms and documents of any nature whatsoever, whether written, printed or reproduced by any method including computer records and electronic data material but shall not include bearer bonds or coupons, stamps, bank or currency notes or any other negotiable instrument.

### 8.7 Employee

“**Employee**” shall mean any person employed under a contract of service or apprenticeship.

### 8.8 Insured

“**Insured**” shall mean:

- (a) the **Named Insured**;
- (b) any predecessor in business of the **Named Insured**;
- (c) any person who is, during the **Period of Insurance**, a principal, partner or director of the **Named Insured** but only in respect of work performed while a principal, partner or director of the **Named Insured**;
- (d) any person who is, during the **Period of Insurance**, an **Employee** of the **Named Insured** but only in respect of work performed while an **Employee** of the **Named Insured**;
- (e) any former principal, partner, director or **Employee** of the **Named Insured**, but only in respect of work performed while such person was a principal, partner, director or **Employee** of the **Named Insured**; and/or
- (f) any consultant, sub-contractor or agent but only to the extent that they are indemnified under Policy Extension 3.2.

### 8.9 Professional Services

“**Professional Services**” shall mean the business which is conducted by the **Named Insured**:

- (a) as specified in the **Schedule**, and/or
- (b) as described in the nature of business/ activities/professionals services question in the **Proposal**.

If the **Named Insured** should change its name and there is no other change which materially alters the risk, the **Professional Services** will continue to be covered by this **Policy**.

### 8.10 Investigation Costs and Expenses

“**Investigation Costs and Expenses**” shall mean reasonable legal costs and other expenses incurred by or on behalf of the **Insured** with **Our** prior written consent (such consent not to be unreasonably withheld) or by **Us** arising out of any attendance by an **Insured** at any official investigation, examination or enquiry where such attendance relates to the conduct of the professional activities and duties of the **Professional Services** and such investigation, examination or enquiry may lead to a recommendation or finding which might give rise to a **Claim**.

“**Investigation Costs and Expenses**” does not include any fine, penalty or order for the payment of monetary compensation.

### 8.11 Joint Venture

“**Joint Venture**” shall mean the entering into of a venture (by whatever name called) which the **Named Insured** carries on together with any other person, company, corporation, partnership



or other entity not otherwise deemed to be an **Insured** under this **Policy**.

#### 8.12 Known Circumstance

“**Known Circumstance**” shall mean any fact, situation or circumstance which:

- (a) an **Insured** knew at any time before this **Policy** began or before this **Policy** was amended/endorsed; or
- (b) a reasonable person in the **Insured’s** professional position would have thought, at any time before this **Policy** began or before this **Policy** was amended/endorsed;

might result in someone making a **Claim** against the **Insured** that might be covered by this **Policy** or the amendment/endorsement.

For the purposes of this Definition 8.12, ‘**Insured**’ does not include ‘**Employee**’ (as defined in clause 8.7) or any consultant, sub-contractor or agent (as referred to in sub clause (f) of Definition 8.8 Insured).

#### 8.13 Policy Limit

“**Policy Limit**” shall mean the limit of **Our** liability under this **Policy** as specified in the **Schedule**.

#### 8.14 Named Insured

“**Named Insured**” shall mean the person, persons, partnership, company, corporation or other entity specified as the **Named Insured** in the **Schedule**.

#### 8.15 Period of Insurance

“**Period of Insurance**” shall mean the period specified in the **Schedule**.

#### 8.16 Policy

“**Policy**” shall mean:

- (a) the **Schedule**, Insuring Clauses, Extensions, Conditions, Definitions, Exclusions and other terms contained herein;
- (b) any endorsement attaching to and forming part of this **Policy** either at inception or during the **Period of Insurance**; and
- (c) the **Proposal**.

#### 8.17 Pollutants

“**Pollutants**” shall mean:

- (a) any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals; or
- (b) any waste materials including materials recycled, reconditioned or reclaimed; or
- (c) any other air emission, odour, waste water, oil, oil products, infectious or medical waste or any noise emission.

#### 8.18 Premium

“**Premium**” shall mean the premium specified in the **Schedule** or in any endorsement to the **Schedule**.

#### 8.19 Proposal

“**Proposal**” shall mean the written proposal made by the **Insured** to **Us** containing particulars and statements which, together with other information provided by the **Insured**, are considered as incorporated herein.

#### 8.20 We or Us or Our

“**We or Us or Our**” shall mean CGU Insurance Limited (ABN 27 004 478371).

#### 8.21 Schedule

“**Schedule**” shall mean the schedule to this **Policy**.

#### 8.22 Senior Counsel

“**Senior Counsel**” shall mean a barrister in active practice who is entitled to use the post-nominals QC or SC in any one or more superior court in the Commonwealth of Australia or the Dominion of New Zealand.

#### 8.23 Subsidiary

“**Subsidiary**” shall mean:

- (a) any entity which by virtue of any applicable legislation or law is deemed to be a subsidiary of the **Named Insured** specified in the **Schedule**; or
- (b) any entity over which a **Named Insured** is in a position to exercise effective direction or control.

#### 8.24 Taxable Percentage

“**Taxable Percentage**” is the **Insured’s** entitlement to an Input Tax Credit on the **Premium** as a percentage of the total GST on that premium.

#### 8.25 Terrorism

“**Terrorism**” includes 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 organisation(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.

## Section 9

### The way We handle your personal information

We collect personal information from you for the purpose of providing you with insurance products, services, processing and assessing claims.

You can choose not to provide this information, however, we may not be able to process your requests.

We may disclose information we hold about you to other insurers, an insurance reference service or as required by law. In the event of a claim, we may disclose information to and/or collect additional information about you from investigators or legal advisors.

If you wish to update or access the information we hold about you, please contact us.

### The General Insurance Code of Practice

CGU Insurance proudly supports the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry.

The objectives of the Code are:

- to promote better, more informed relations between insurers and their customers;
- to improve consumer confidence in the general insurance industry;
- to provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
- to commit insurers and the professionals they rely upon to higher standards of customer service.

Brochures on the Code are available from your nearest CGU office.

### Our service commitment

CGU Insurance is proud of its service standards and supports 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 Insurance 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.

Brochures outlining our internal dispute resolution process are available from your nearest CGU Insurance office.

### Intermediary Remuneration

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

# Notes

## contact details

### **Adelaide**

80 Flinders Street  
Adelaide SA 5000  
Tel (08) 8425 6650  
Fax (08) 8425 6592

### **Brisbane**

189 Grey Street  
South Bank QLD 4101  
Tel (07) 3135 1566  
Fax (07) 3135 1564

### **Melbourne**

181 William Street  
Melbourne VIC 3000  
Tel (03) 9601 8700  
Fax (03) 9602 5255

### **Perth**

46 Colin Street  
West Perth WA 6005  
Tel (08) 9254 3750  
Fax (08) 9254 3751

### **Sydney**

388 George Street  
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Tel (02) 8224 4655  
Fax (02) 8224 4030

[cgu.com.au/professionalrisks](http://cgu.com.au/professionalrisks)



**CGU Professional Risks**  
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ABN 27 004 478 371