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PROFESSIONAL INDEMNITY POLICY WORDING



Professional Indemnity
Insurance
Accountants
Policy Wording



DUAL Australia Accountants Professional Indemnity Wording

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DUAL Australia Professional Indemnity Insurance

Policy Wording

Section 1: PREAMBLE

1.1 WE shall provide the cover described in the POLICY, subject to its terms and conditions, for the INSURANCE PERIOD.

1.2 The cover under the POLICY commences upon the payment of the Premium unless otherwise agreed in writing.

Section 2: INSURING CLAUSE

2.1 WE agree to pay on behalf of the INSURED for all LOSS for which it becomes legally liable to pay on account of any CLAIM first made against the INSURED and reported to US during the INSURANCE PERIOD in respect of any civil liability incurred by the INSURED in the conduct of the INSURED'S PROFESSIONAL BUSINESS.

WE also agree to pay DEFENCE COSTS either incurred by US or incurred by the INSURED with OUR prior written consent (such consent will not be unreasonably delayed or withheld). Unless WE have denied indemnity under this POLICY, WE also agree to advance DEFENCE COSTS before final disposition of a CLAIM.

If WE subsequently refuse to pay LOSS under the POLICY, the INSURED must reimburse US for any DEFENCE COSTS that WE have paid in advance, according to their respective rights and interests.

2.2 The POLICY shall only provide cover for CLAIMS resulting from acts, errors or omissions of the INSURED, or persons for whose conduct the INSURED is legally liable, committed after the RETROACTIVE DATE.

Section 3: AUTOMATIC EXTENSIONS

The automatic extensions are subject to the Insuring Clauses and all other POLICY terms and conditions.

3.1 Fraud and Dishonesty

Notwithstanding Exclusion 7.14 of the POLICY, WE agree to provide cover:

- a) in respect of any CLAIM against the INSURED for civil liability incurred in the conduct of the PROFESSIONAL BUSINESS resulting from a dishonest, fraudulent, malicious or criminal act or omission of any INSURED; and
- b) to the extent permitted by law, in respect of any civil liability arising from any failure of the INSURED to conduct an audit or review in accordance with the auditing standards made for the purposes of the Corporations Act 2001 as required by section 307A of the Corporations Act 2001, or any amendments thereto,

but WE will not provide cover in respect of any:

- a) person committing or condoning any act, omission or breach excluded by Exclusion 7.14 of the POLICY; or
- b) loss of MONEY.

3.2 Former Principals

WE agree to provide cover in respect of any CLAIM against any former principal, partner, director, or EMPLOYEE of the INSURED in respect of the conduct of the INSURED'S PROFESSIONAL BUSINESS.

3.3 Consultants, Subcontractors and Agents

WE agree to provide cover in respect of any CLAIM against the INSURED resulting from the conduct of any consultant, subcontractor or agent in the PROFESSIONAL BUSINESS of the INSURED and for whose acts, errors or omissions the INSURED is liable.

WE will not cover the consultant, subcontractor or agent.

3.4 Loss of Documents

WE agree to provide cover in respect of any costs and expenses incurred by the INSURED in replacing or restoring LOST DOCUMENTS for which the INSURED is legally responsible if:

- a) The loss of the DOCUMENTS is first discovered during the INSURANCE PERIOD;
- b) The INSURED notifies US within 30 days of discovery of the loss of the DOCUMENTS;
- c) The INSURED provides US with bills and accounts substantiating the costs and expenses incurred by the INSURED in replacing or restoring the LOST DOCUMENTS; and
- d) WE approve or a competent person nominated by US approves the bills and accounts.

OUR total liability under this extension for any one claim and in the aggregate from all claims during the INSURANCE PERIOD shall not exceed \$500,000. This sub-limit is part of and not in addition to the INDEMNITY LIMIT. A separate DEDUCTIBLE of \$2,000 or amount shown in Item 5 headed DEDUCTIBLE (whichever is the lesser) will apply to each loss under this extension.

3.5 Run-off Cover Insured Entity or Subsidiary (Former Subsidiary)

WE agree to provide cover in respect of any CLAIM against the INSURED resulting from the conduct of the PROFESSIONAL BUSINESS by a SUBSIDIARY that ceased or ceases to be a SUBSIDIARY either before or during the INSURANCE PERIOD.

3.6 Joint Venture Liability

WE agree to provide cover in respect of any CLAIM against the INSURED resulting from its conduct of the PROFESSIONAL BUSINESS as a joint venturer.

WE will not cover any liability of the joint venture partner.

3.7 Defamation

WE agree to provide cover in respect of any CLAIM against the INSURED for defamation, libel and slander committed by the INSURED in its conduct of the PROFESSIONAL BUSINESS.

3.8 Fidelity

WE agree to provide cover in respect of any CLAIM against, or loss discovered by, the INSURED resulting from:

- a) any loss of money, negotiable instruments, bonds, coupons, currency, bank notes, stamps, cheques, bills of exchange, letters of credit and other instruments whether negotiable or not or whether matured or not or securities or documents evidencing title to or ownership of land or any other property belonging to the INSURED or for which the INSURED is legally liable; and/or
- b) any actual or alleged fraudulent or dishonest instruction, direction or use of electronic equipment, including but not limited to telephony and the internet, resulting in the unauthorised transfer, delivery or payment of, or dealing with, money, land or any other property belonging to the INSURED or for which the INSURED is legally liable ("fraudulent transaction")

where such loss is sustained or fraudulent transaction occurs in consequence of any dishonest, fraudulent, malicious or reckless act or omission of any INSURED, provided always that:

- i) Such CLAIM is first made against the INSURED or loss or fraudulent transaction is first discovered by the INSURED during the INSURANCE PERIOD and is notified in writing to US within 30 days after such discovery and where the INSURED must bear any costs or expenses to substantiate the loss or fraudulent transaction;
- ii) We shall not be liable for any CLAIM based on or loss sustained in respect of any fraudulent transaction which occurs in consequence of any act or omission occurring after the date of

the discovery of, or of reasonable cause for suspicion of, dishonest or fraudulent conduct on the part of the INSURED concerned; nor will we be liable to indemnify any INSURED committing or condoning any dishonest or fraudulent conduct.

The cover provided under this extension is sub-limited to \$100,000 any one CLAIM or loss and in the aggregate all CLAIMS and losses. This sub-limit is part of and not in addition to the INDEMNITY LIMIT. A separate DEDUCTIBLE of \$5,000 will apply to each loss under this extension.

3.9 Intellectual Property

WE agree to provide cover in respect of any CLAIM which would otherwise be excluded by Exclusion 7.9 of the POLICY (Intellectual Property), provided that the liability incurred from the breach of intellectual property rights results from the provision of advice by the INSURED in the conduct of the PROFESSIONAL BUSINESS.

3.10 Unlimited Reinstatement of INDEMNITY LIMIT

WE agree to provide cover in respect of any CLAIM(S) which require(s) reinstatement of the INDEMNITY LIMIT during the INSURANCE PERIOD because the INDEMNITY LIMIT is eroded (partially or totally) as a result of the payment of any earlier and separate CLAIM, CLAIMS or DEFENCE COSTS. However, after the exhaustion of the original INDEMNITY LIMIT by the payment of CLAIMS, any such reinstated INDEMNITY LIMIT shall be inclusive of DEFENCE COSTS. Such reinstatements are only available where the subsequent CLAIM(S) is/are based on facts and matters totally different from and unrelated to those which gave rise to the erosion or exhaustion of the INDEMNITY LIMIT. Further, this Extension does not apply until the INSURED has exhausted the limits of any policy which is in excess of the original INDEMNITY LIMIT under this POLICY, other than any similar reinstatement provisions under such excess policies.

3.11 Attendance at Inquiries

WE agree to provide cover in respect of any legal representation costs resulting directly from the attendance by the INSURED at any INQUIRY. We will only do this if:

- a) the INQUIRY is ordered or commissioned during the INSURANCE PERIOD, and
- b) OUR consent is obtained before such costs are incurred, and
- c) the INSURED notifies US during the INSURANCE PERIOD that the INSURED is required to attend the INQUIRY, and
- d) the INQUIRY is not being held in USA or Canada, and
- e) the INSURED's attendance is required because of the INSURED's conduct of its PROFESSIONAL BUSINESS, and
- f) at our option, WE can nominate legal advisers to be used.

The cover provided under this extension is sub-limited to \$250,000 any one INQUIRY and in the aggregate for all INQUIRIES and a separate DEDUCTIBLE of \$1,000 will apply to each INQUIRY under this extension. This sub-limit is part of and not in addition to the INDEMNITY LIMIT.

For the application of the terms and conditions of this POLICY to this Extension, INQUIRY is deemed to be a CLAIM.

3.12 Court Attendance Costs

WE agree to provide cover in respect of any Court attendance costs of any partner, principal, director or EMPLOYEE of the INSURED who is legally required to attend Court as a witness in a CLAIM covered by the POLICY, to an amount not exceeding \$250 per day for EMPLOYEES and \$500 per day for those other persons. No DEDUCTIBLE applies.

3.13 Public Relations Expenses

WE agree to provide cover in respect of any PUBLIC RELATIONS EXPENSES incurred by the INSURED in connection with an INCIDENT in order to prevent or minimise the risk of a CLAIM which would be covered under the POLICY, or in connection with an INCIDENT that results in a CLAIM covered under the POLICY.

The INSURED's entitlement to this cover is conditional upon the INSURED providing US with full written details of the INCIDENT no later than 30 days after the INSURED first becomes aware of the INCIDENT. The INCIDENT must occur and be reported during the INSURANCE PERIOD. The INCIDENT must occur outside of the USA/Canada.

The cover provided under this extension is sub-limited to \$50,000 any one INCIDENT and in the aggregate for all INCIDENTS. A separate DEDUCTIBLE of \$1,000 will apply to each INCIDENT under this extension. This sub-limit is part of and not in addition to the INDEMNITY LIMIT.

3.14 Heirs, Estates, Legal Representatives and Spouses

WE agree to provide cover in respect of any Estate, heirs, legal representatives or assigns of any deceased or mentally incompetent INSURED, and to any spouse or de facto partner of an INSURED, in respect of CLAIMS resulting from the conduct of the PROFESSIONAL BUSINESS by such INSURED.

3.15 Continuous Cover

Notwithstanding the Prior Knowledge Clause 7.1 (a) and (b), WE agree to provide cover in respect of any CLAIM made in the INSURANCE PERIOD where the INSURED:

- a) first became aware, prior to the INSURANCE PERIOD, that a CLAIM might or could arise from facts or circumstances known to it; and
- b) had not notified US of such facts or circumstances prior to the INSURANCE PERIOD.

Provided that:

- i) WE were the professional indemnity liability insurer of the INSURED when the INSURED first became aware of such facts and circumstances; and
- ii) WE have continued, without interruption, to be the INSURED's professional indemnity insurer up until this POLICY came into effect; and
- iii) There has not been any fraudulent non-disclosure or fraudulent misrepresentation by the INSURED in respect of such facts or circumstances; and
- iv) WE have the discretion to apply either the terms and conditions of the Policy on foot when the INSURED first became aware of the facts and circumstances, including but not limited to the INDEMNITY LIMIT and DEDUCTIBLE, or the terms and conditions of this POLICY; and

For the purpose of this Extension only, the definition of WE/US/OUR in clause 6.22 of this POLICY also includes the Underwriter(s) for which WE were the agent on any previous policy issued by US as such Underwriter's agent to the INSURED. Subject to the terms of this extension and the terms of the POLICY, the intention of this extension is to provide continuous cover to the INSURED notwithstanding any change in the identity of the Underwriters for which we presently act, or have previously acted, as agent.

3.16 Defence Costs in Addition

Subject to Extension 3.10, WE agree to provide cover for any DEFENCE COSTS in addition to the INDEMNITY LIMIT, in an amount not exceeding the INDEMNITY LIMIT provided that in no circumstances shall OUR liability for all CLAIMS, DEFENCE COSTS and other amounts payable hereunder exceed the total aggregate INDEMNITY LIMIT in Item 4 of the Schedule. We will only pay DEFENCE COSTS under this Extension, however, if:

- a) WE incur them; or
- b) The INSURED incurs them after first obtaining OUR agreement in writing which shall not be unreasonably withheld or delayed.

We will not be obliged to defend, or to continue to defend, any CLAIMS or pay, or continue to pay, any DEFENCE COSTS associated with such defence, once the INDEMNITY LIMIT has been exhausted.

DEFENCE COSTS does not include any internal or overhead expenses of the INSURED or the cost of the INSURED'S time.

3.17 Emergency Defence Costs

WE agree to provide cover for any DEFENCE COSTS incurred by the INSURED prior to obtaining our consent, provided OUR consent is requested within 30 days of the first of such DEFENCE COSTS being incurred, and provided that for the purposes of this Extension only:

- a) WE are only liable to indemnify the INSURED for that part of the INSURED's liability in respect of each CLAIM and DEFENCE COSTS in excess of the DEDUCTIBLE, and

- b) If WE subsequently refuse to pay under the POLICY, the INSURED must reimburse US for any DEFENCE COSTS that WE have paid in advance, according to their respective rights and interests.

The sub limit of liability for all such payments under this Extension is \$100,000. This sub limit forms part of, and is not payable in addition to, the INDEMNITY LIMIT. A separate DEDUCTIBLE of \$1,000 will apply to each INCIDENT under this extension.

3.18 Statutory Liability

Notwithstanding clause 7.2 (a) of the POLICY, WE agree under this Extension to cover STATUTORY LIABILITY.

STATUTORY LIABILITY means pecuniary penalties awarded in and under the laws of the jurisdictions of Australia and New Zealand, against:

- a) an INSURED for any civil offence; and
- b) an INSURED for a strict liability offence in connection with the discharge, dispersal, release or escape of POLLUTANTS; and
- c) an INSURED for a strict liability offence in connection with a breach of occupational health and safety law or regulation ("OH&S"); and
- d) an INSURED for a strict liability offence in connection with a failure to conduct an audit or review in accordance with auditing standards

incurred in the conduct by the INSURED of its PROFESSIONAL BUSINESS and only if WE are not legally prohibited from paying the pecuniary penalties.

With respect to the cover under this STATUTORY LIABILITY Extension, WE agree that for any CLAIM brought in the jurisdiction and under the laws of Australia or New Zealand against:

- i) an INSURED in connection with a breach of occupational health and safety law or regulation "OH&S", the Bodily Injury Exclusion 7.5 of the POLICY does not apply, including in respect of DEFENCE COSTS;
- ii) an INSURED for a strict liability offence in connection with the discharge, dispersal, release or escape of POLLUTANTS, the Pollution Exclusion 7.10 does not apply including in respect of DEFENCE COSTS.

However, WE are not liable to make payment under the POLICY in connection with any STATUTORY LIABILITY directly or indirectly based on, arising out of or attributable to the reckless or grossly negligent conduct of the INSURED, or any knowing or intentional breach or violation of law by the INSURED. This exclusion shall only apply if it is established through a judgment or other final adjudication adverse to the INSURED, or any written admission by an INSURED, that such conduct did in fact occur.

The sub-limit for all cover under this STATUTORY LIABILITY Extension is \$100,000 in the aggregate for all CLAIMS inclusive of all DEFENCE COSTS. This sub-limit is part of and not in addition to the INDEMNITY LIMIT. A separate DEDUCTIBLE of \$1,000 will apply to each CLAIM under this extension.

For the purpose of this Extension CLAIM means:

- a) a civil proceeding brought for recovery of pecuniary penalties; or
- b) any written notice from a relevant authority requiring the INSURED to pay pecuniary penalties.

3.19 Previous Business

WE agree to provide cover in respect of any principal, partner or director of the INSURED for CLAIMS resulting from professional services they performed prior to joining the INSURED.

This extension will only apply if:

- a) the professional services were performed in the same profession as the PROFESSIONAL ACTIVITY of the INSURED; and
- b) there were no more than 20 partners or directors in the past business in which the principal, partner or director practised; and

- c) the principal, partner or director of the INSURED does not have the benefit of cover under any other insurance or indemnity.

The retroactive date for this Extension is limited to the commencement date of the past business in which the principal, partner or director practised

3.20 Extended Reporting Period

In the event that this POLICY is not renewed or is cancelled for any other reason than non-payment of premium then the INSURED has until such time that another professional indemnity insurance policy is effected or a period of sixty (60) days commencing on the day immediately following expiry or cancellation of this POLICY, whichever is the lesser period, during which to notify US of any CLAIM first made against the INSURED during the INSURANCE PERIOD, provided that this extension:

- a) does not reinstate or increase the INDEMNITY LIMIT or extend the INSURANCE PERIOD; and
- b) will only apply to acts, errors or omissions committed or alleged to have been committed by the INSURED or persons for whom the Insured is legally liable before the end of the INSURANCE PERIOD or the cancellation date of this POLICY where this POLICY has been cancelled.

3.21 Claim Mitigation and Fee Recovery

WE agree to provide cover in respect of any payment of the INSURED's fee (or balance of the outstanding fee at the time the circumstances outlined within this clause 3.21 arise and are submitted to US for consideration) in circumstances where a client has expressed dissatisfaction with the work undertaken by the INSURED and demonstrates reasonable grounds for such dissatisfaction and subsequent refusal to pay such fees (including amounts the INSURED is legally liable to pay subcontractors at the time of the refusal to pay such fees) and threatens to bring a CLAIM against the INSURED for a sum greater than the outstanding fee but agrees not to pursue such CLAIM if the INSURED agrees not to press for their outstanding fee. OUR payment of the outstanding fee to the INSURED shall only be made if WE believe that this shall avoid a CLAIM for a greater amount and approval to settle the CLAIM in these circumstances has been received by the INSURED from US in writing.

The cover provided under this extension is sub-limited to \$500,000 any one potential CLAIM and in the aggregate for all potential CLAIMS inclusive of all DEFENCE COSTS. A separate DEDUCTIBLE will apply to each potential CLAIM under this extension. This sub-limit is part of and not in addition to the INDEMNITY LIMIT.

If all attempts to avoid a CLAIM fail and a CLAIM is received it is agreed that the total amount payable by US (including any amount already paid) shall not exceed the INDEMNITY LIMIT as shown in Item 5 of the Schedule. The INSURED shall pay US any amount that is finally recovered from the client.

WE will only pay the part of any CLAIM that is covered by this POLICY.

3.22 Referral service

WE agree that PROFESSIONAL BUSINESS includes the INSURED acting as a REFERRAL SERVICE for other professionals.

For the purpose of this extension REFERRAL SERVICE means where the INSURED provides the contact details of another professional to a client or provides the client's details to another professional. The provision of either party's details must be done with the express consent of the party whose details are being provided. Cover under this POLICY does not include any representation, whether expressed or implied, or failure to warn about the competence of the other professional.

Section 4: OPTIONAL EXTENSIONS:

The optional extensions are subject to the Insuring Clauses and all other POLICY terms and conditions.

4.1 Employment Practices Liability

WE agree to provide cover in respect of any CLAIMS against the INSURED resulting from an EMPLOYMENT PRACTICE BREACH.

For the purposes of this Extension only, the following amendments to the POLICY and additional terms apply:

- a) CLAIM means:
 - i) any written demand for civil monetary damages or injunctive relief; or
 - ii) any suit, proceeding or written demand by an EMPLOYEE for monetary damages.
- b) EMPLOYEE shall include a prospective employee of the INSURED.
- c) 'INSURED' means the persons and entities referred to in clause 6.11 of the POLICY other than the EMPLOYEE making the CLAIM in respect of an EMPLOYMENT PRACTICE BREACH.
- d) BENEFITS means any amount payable to a beneficiary of a superannuation fund by the Trustee under the rules governing the fund.
- e) EMPLOYMENT PRACTICE BREACH means any breach of duty or breach of trust owed by the INSURED in relation to any of the following employment-related actual or alleged unfair or wrongful dismissal from, termination or discharge of employment (either actual or constructive, including breach of an implied contract), misrepresentation, wrongful failure to employ or promote, failure to grant tenure, discrimination, harassment, retaliation (including lockouts), humiliation, defamation, invasion of privacy, wrongful deprivation of career opportunity, wrongful demotion or negligent employee evaluation (including the provision of negative or defamatory statements in connection with an employee reference) which relate solely to the INSURED and its past, present or prospective EMPLOYEES.
- f) EMPLOYMENT-RELATED BENEFITS includes but is not limited to:
 - i) non-monetary benefits including but not limited to the allocation of a company car, travel allowance, mobile or landline telephone, medical or life insurance expenses, education and training allowances, and equipment allowances;
 - ii) stock, shares, stock options, share options or any entitlement or right under any employee plan of any description;
 - iii) participation in any stock, share option or share option plan, or participation in any employee plan of any description;
 - iv) severance or redundancy payments or entitlements;
 - v) any benefit, payment or entitlement of any kind in respect of paid or unpaid leave;
 - vi) bonus or incentive payments, or any entitlement or right under a bonus or incentive plan (which, for the avoidance of doubt, does not include any payments, entitlement or right under any commission scheme);
 - vii) payments or contributions in respect of any provident, benefit, superannuation, pension or retirement fund, or any other account, fund, scheme or plan intended to provide benefits, in whole or in part, at retirement or a particular age, or on the happening of a particular event;
 - viii) any amount the INSURED pays or is ordered to pay pursuant to any determination or settlement in respect of an allegedly unfair contract, notwithstanding that it acted in accordance with the terms of the employment contract.
- g) INDUSTRIAL INSTRUMENTS means
 - i) an award, collective or individual agreement, minimum wage order or any other instrument made or authorised under statute;
 - ii) any other collective agreement;which regulates the terms and conditions of employment
- h) All CLAIMS which arise out of or are attributable to or are in any way connected with a single EMPLOYMENT PRACTICE BREACH shall constitute a single CLAIM for the purposes of this POLICY. A single EMPLOYMENT PRACTICE BREACH means all respective EMPLOYMENT PRACTICE BREACHES which are related or form part of a series of related conduct or form part of a course of conduct that is not entirely unconnected, different and/or unrelated.

- i) WE will not cover the INSURED, including for DEFENCE COSTS, in respect of any CLAIM for an EMPLOYMENT PRACTICE BREACH for, arising from or directly or indirectly attributable to or in consequence of any BENEFITS or EMPLOYMENT-RELATED BENEFITS or a breach of an express obligation of an INSURED:
 - i) to make payments (including the provision of non cash benefits); or
 - ii) pursuant to any procedural or notification requirements in the event of termination of employment;

whether such obligation arises under statute, regulation, award, contract of employment (including any arrangement or agreement collateral to any contract of employment) or any industrial, workplace or enterprise agreement or otherwise.
- j) For the purpose of the cover in this Extension, Extension 3.12 in the POLICY is deleted and is of no effect.
- k) WE will not cover the INSURED, including for DEFENCE COSTS, in respect of any CLAIM for an EMPLOYMENT PRACTICE BREACH based upon, arising from, in connection to or attributable to:
 - i) any obligation, or breach of an obligation, under any law or regulation providing for paid or unpaid leave of any kind or any INDUSTRIAL INSTRUMENT; or
 - ii) any obligation pursuant to any law, regulation, or INDUSTRIAL INSTRUMENT in respect of workers' compensation, occupational or workplace health and safety, disability benefits, unemployment benefits or compensation, unemployment insurance, retirement benefits, social security benefits or any similar law, regulation or INDUSTRIAL INSTRUMENT whatsoever.
- l) Exclusions 7.4 and 7.5 of the POLICY shall not apply to any CLAIM by an EMPLOYEE in respect of mental anguish or emotional distress or disturbance alleging an EMPLOYMENT PRACTICE BREACH.
- m) Exclusion 7.15(a) and 7.16 does not apply to a CLAIM covered by this Extension.
- n) The cover provided under this Extension is sub-limited to \$1,000,000 any one CLAIM and in the aggregate for all CLAIMS, inclusive of DEFENCE COSTS, and the DEDUCTIBLE in respect to each CLAIM under this extension is \$5,000. The sub-limit is in addition to the INDEMNITY LIMIT.
- o) If such other insurance is provided by US, or any other member company, associate or affiliate, and it covers a loss covered by this Extension in respect of a CLAIM or INQUIRY, the INDEMNITY LIMIT under this Extension in respect of that CLAIM or inquiry shall be reduced by any amount paid by US (or member company, associate or affiliate) under such other insurance.

4.2 Consultants, Sub-Contractors and Agents

WE agree to provide cover for any CLAIM against any consultant, subcontractor or agent of the INSURED provided always that the relevant act, error or omission giving rise to the CLAIM occurred in the conduct of the INSUREDs PROFESSIONAL BUSINESS and at the time the consultant, subcontractor or agent was under the direct control and supervision of the INSURED.

Section 5: INTERPRETATION

In the POLICY:

- 5.1
 - a) Person includes individuals, partnerships, bodies corporate and associations.
 - b) The singular includes the plural and the masculine includes the feminine.
 - iii) The headings are for descriptive purposes only.
- 5.2 The construction and interpretation of the POLICY shall be determined in accordance with the law of the jurisdiction in which it is issued.
- 5.3 In the event that any portion of the POLICY is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

5.4 All POLICY documents shall be read together as one contract and any word or expression to which a specific meaning has been attached shall bear the same meaning wherever it may appear.

Section 6: DEFINITIONS

In the POLICY:

6.1 CLAIM means:

- a) any written demand for civil monetary damages or injunctive relief; or
- b) any civil proceeding including an arbitration or alternative dispute resolution proceeding, commenced by the service upon an INSURED of a complaint, arbitration demand, mediation request or similar document

6.2 DEFENCE COSTS means any reasonable fees, expenses, costs and disbursements incurred in investigating, defending or appealing a CLAIM covered by the POLICY.

6.3 DEDUCTIBLE means the amount specified in Item 5 of the Schedule or otherwise specified in any extension to this POLICY.

6.4 DOCUMENTS means deeds, wills, agreements, maps, plans, books, letters, policies, certificates, forms and documents of any nature, whether printed, written or reproduced by any method including computer records and electronically stored data but does not mean bearer bonds or coupons, stamps, bank or currency notes, money or any negotiable instrument.

6.5 EMPLOYEE means a natural person (other than a principal) employed by the INSURED under a contract of service or, apprenticeship during or prior to the commencement of the INSURED PERIOD and includes any trainee, volunteer, casual, part-time, seasonal, temporary and work-experience personnel.

6.6 FAMILY MEMBER means the INSURED's

- a) Legal or de facto spouse, domestic partner or companion;
- b) Parent, or the parent of the INSURED's legal or de facto spouse, domestic partner or companion;
- c) Children and children of (a) and (b) above;
- d) Siblings.

6.7 INCIDENT means a matter in which the INSURED's reputation and skill in the conduct of the PROFESSIONAL BUSINESS is brought into question.

6.8 INDEMNITY LIMIT means the amounts specified in Item 4 of the Schedule for any one CLAIM.

6.9 INQUIRY means any official investigation, examination, inquiry or other proceedings ordered or commissioned by any official body or institution empowered by law to investigate the conduct of the PROFESSIONAL BUSINESS of the INSURED.

6.10 INSURANCE PERIOD means the period specified in Item 3 of the Schedule.

6.11 INSURED means:

- a) The person, partnership, company, SUBSIDIARY or other entity, specified as the INSURED in the Schedule; and
- b) Any person who is during the INSURANCE PERIOD a principal, partner, director or employee of the person, partnership, company, SUBSIDIARY or other entity specified as the INSURED in the Schedule, but only while acting in the course of the PROFESSIONAL BUSINESS; and
- c) Any entity newly acquired or created during the INSURANCE PERIOD by the INSURED in 6.11 above and accepted by US on terms agreed with such INSURED, and then endorsed to this POLICY.

6.12 LOSS means the total amount which the INSURED becomes legally liable to pay on account of a CLAIM including but is not limited to damages, judgments, settlements, costs and DEFENCE COSTS.

- 6.13** LOST DOCUMENTS means DOCUMENTS that cannot be located following a diligent search, and documents that have been destroyed or damaged.
- 6.14** MONEY means only local or foreign currency, coins, bank notes, cheques, travellers cheques, registered cheques, postal orders, money orders and bullion.
- 6.15** POLICY means this POLICY wording, the Schedule, the PROPOSAL and any endorsement attaching to and forming part of the POLICY either at commencement or during the INSURANCE PERIOD.
- 6.16** POLLUTANTS means any contaminant whether solid, liquid or gas including but not limited to chemicals, smoke, vapours and fumes.
- 6.17** PROFESSIONAL BUSINESS means the professional business set out in the Schedule and where the INSURED has received a fee or not received a fee but shall only include services of:
- a) Accounts Preparation and Bookkeeping
 - b) Audit Work (non publicly listed companies and companies not listed in the Top 100 Companies listed on Australian Stock Exchange ("ASX") by market capitalisation at the time the work was undertaken)
 - c) Business and Management Consulting
 - d) Insurance Agency referral work
 - e) Advice and Training on Accounting software
 - f) Superannuation Fund Accountancy per (b) above
 - g) Tax Advice
 - h) Company Directorship and/or Secretarial Positions
 - i) Migration Services Agent
 - j) Forensic Accounting
 - k) Fund Management /Trusteeship
 - l) Business Valuations
 - m) Members' voluntary liquidations and winding up of solvent companies
 - n) Assurance Reviews
- Unless otherwise expressed in the Schedule the following activities are excluded from PROFESSIONAL BUSINESS:
- i) Audit Work for Top 100 Companies listed on Australian Stock Exchange ("ASX") by market capitalisation at the time the work was undertaken
 - ii) Insolvency/Receivership/Liquidation other than as stated in (m) above;
- 6.18** PROPOSAL means the written proposal made by the INSURED to US together with any attachments.
- 6.19** PUBLIC RELATIONS EXPENSES means any reasonable fees, costs and expenses of a public relations consultant retained with OUR prior written consent (which shall not be unreasonably delayed or withheld).
- 6.20** RETROACTIVE DATE means the date specified in Item 7 of the Schedule but no earlier than the commencement of the INSURED's business specified in the Schedule but only while in the course of the PROFESSIONAL BUSINESS
- 6.21** SUBSIDIARY means any entity which by virtue of any applicable legislation or law is deemed to be a SUBSIDIARY of the INSURED or in which the INSURED owns or controls, directly or indirectly 50% of the issued voting shares of such entity.
- 6.22** WE/US/OUR means DUAL Australia Pty Limited, ACN 107 553 257 as agent of the Underwriters named in the Schedule under the heading "Underwriters".

Section 7: EXCLUSIONS

WE will not cover the INSURED, including for DEFENCE COSTS or other LOSS and amounts otherwise payable under this POLICY, in respect of:

7.1 Prior knowledge

- a) Any CLAIM arising from or in connection with a fact or circumstance that the INSURED knew or ought reasonably to have known prior to the INSURANCE PERIOD might or could give rise to a CLAIM;
- b) Any CLAIM arising from or in connection with a fact or circumstance of which notice has been or reasonably should have been given under any previous insurance;
- c) Any CLAIM that was first made, threatened or intimated against the INSURED prior to the INSURANCE PERIOD.

7.2 Fines and Penalties and Non-Compensatory

- a) Taxes, fines or penalties;
- b) Punitive, aggravated, multiple or exemplary, damages;
- c) Liquidated damages imposed upon the Insured by a contract or an agreement, unless the INSURED would have been liable for such damages in the absence of such contract or agreement;
- d) The consequences of non-payment.

7.3 Assumed Liability

Any CLAIM arising from or directly or indirectly attributable to or in consequence of any duty or obligation assumed by the INSURED by way of warranty, guarantee, indemnity, contract or agreement, unless the INSURED would have incurred the liability in the absence of such warranty, guarantee, indemnity, contract or agreement.

7.4 Liability to EMPLOYEES

Any CLAIM arising from or directly or indirectly attributable to or in consequence of bodily injury, mental injury, sickness, disease or death of any EMPLOYEE or damage to or destruction of any property of any EMPLOYEE, including loss of use.

7.5 Bodily Injury

Any CLAIM for the death of, or bodily injury or illness to, any person, unless it results directly from the INSURED's conduct of the PROFESSIONAL BUSINESS.

7.6 Property Damage

Any CLAIM for the loss or destruction of, or damage to, any property, unless it results directly from the INSURED's conduct of the PROFESSIONAL BUSINESS.

7.7 Liability as Occupier

Any CLAIM or liability arising from or incurred or alleged to have been incurred in connection with the use, occupation, ownership or lease of any real estate or personal property, by or on behalf of the INSURED.

7.8 Product Liability

Any CLAIM or liability arising from or in connection with the manufacture, preparation, modification, repair, supply, maintenance or treatment of any goods or products sold, supplied or distributed by the INSURED.

7.9 Intellectual Property

Any CLAIM arising from infringement or alleged infringement of any intellectual property right including but not limited to copyright, patent, trademark, privacy, plagiarism, design or confidentiality.

7.10 Pollution

Any CLAIM arising from or directly or indirectly attributable to or in consequence of the actual or alleged release or discharge by the INSURED of POLLUTANTS.

7.11 War/Terrorism

Any CLAIM or liability of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following, regardless of any cause or event contributing concurrently or in any other sequence:

- a) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- b) Any act of terrorism; or
- c) Any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above.

For the purposes of this exclusion, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

7.12 Nuclear

Any CLAIM or liability arising from or directly or indirectly attributable to or in connection with:

- a) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting from or arising therefrom or any consequential loss; or
- b) Any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from:

- i) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- ii) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

7.13 Trading Debts

Any CLAIM arising from or directly or indirectly attributable to any trading debt or business liability of the INSURED or any guarantee given by the INSURED for a debt.

7.14 Fraud and Dishonesty

- a) Any CLAIM arising from or directly or indirectly attributable to or in consequence of any act or omission by the INSURED which was, fraudulent, dishonest, malicious or criminal;
- b) Any CLAIM arising from or directly or indirectly attributable to or in consequence of any wilful breach of any statute, regulation, contract or duty by the INSURED.

Provided that this Exclusion shall not apply unless and until:

- i) the INSURED makes an admission in writing of any conduct described in clauses (a) and/or (b) above; or
- ii) it is determined by a Senior Counsel (agreed upon by the INSURED and US) that any conduct described in clauses (a) and (b) above occurred. The costs of Senior Counsel's advice shall be regarded as part of the DEFENCE COSTS; or
- iii) the conduct in question has been established to have occurred by final adjudication of a court.

7.15 Associates

- a) Any CLAIM by, on behalf of or for the benefit of any INSURED;
- b) Any CLAIM by, on behalf of or for the benefit of any SUBSIDIARY; or
- c) Any CLAIM by, on behalf of or for the benefit of any FAMILY MEMBER of the INSURED, unless the FAMILY MEMBER is acting without any prior direct or indirect solicitation or co-operation from the INSURED.

irrespective of the capacity in which the CLAIM is brought.

7.16 Directors & Officers

Any breach by an INSURED of a duty owed in the capacity of a director, secretary or officer of a corporate body.

This Exclusion shall not apply:

- a) When such an appointment is held by the INSURED for the sole purpose of the practising PROFESSIONAL BUSINESS relating to insolvency and reconstruction and when as a consequence is holding appointments such as Liquidator, Receiver, Administrator, Office Manager or Trustee; or
- b) to appointments held by the INSURED for the sole purpose of practicing the PROFESSIONAL BUSINESS in the capacity as a Company Secretary.

7.17 Asbestos and Toxic Mould

Any CLAIM or liability arising from or directly or indirectly attributable to or in consequence of:

- a) asbestos or other things that contain it; or
- b) the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, moulds, or mycotoxins relating to Stachy Botrys, such action to including investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, moulds, mycotoxins relating to Stachy Botrys.

7.18 Excluded Activities

Any CLAIM arising from or directly or indirectly attributable to or in consequence of:

- a) Mortgage Broking;
- b) Advice in connection with any investment which has not received confirmation from the Commissioner of Taxation and/or the Australian Taxation Office of any allowable taxation concessions or deductions;
- c) Financial Planning, Investment or Financial advice or funds management, whether or not it requires an Australian Financial Services Licence or an authority under such a License;
- d) Advice or consulting in connection with mergers and acquisitions of entities or businesses or parts thereof, except where the entity, business or part thereof being acquired by a client of the INSURED is for less than \$20 million turnover.

7.19 Financial Conduct, Advice and Performance

Any CLAIM arising from or directly or indirectly attributable to or in consequence of:

- a) any actual or alleged dealings of any nature by which it is sought to affect the price of, or market in, any shares or debentures of any company or commodity or currency, or of any negotiable instrument, other than dealings carried out in accordance with the laws, rules and regulations applicable to such dealings;
- b) any advice, recommendation, guarantee or representation by the INSURED as to the performance of any investment or product;
- c) a failure by the INSURED to warn of the risks of market fluctuation of any investment.

7.20 Disclosure of Commissions / Conflict of Interest

Any CLAIM or liability arising from or directly or indirectly attributable to or in consequence of:

- a) any failure of any INSURED (or any of its agents) to disclose or adequately disclose any:
 - i) conflict of interest; or
 - ii) commissions, fees or other remuneration or benefits received or that may be received or payable.
- b) any transaction in which any INSURED (or any of its agents) has a direct or indirect beneficial ownership or interest as a buyer or seller of securities. This exclusion does not apply to a direct or indirect beneficial interest or shareholding of less than 5% in a public listed company.

Section 8: CLAIM CONDITIONS

8.1 The cover provided by the POLICY shall extend to the conduct of the PROFESSIONAL BUSINESS by the INSURED anywhere in the world, except within the territorial limits of the United States of America or the dominion of Canada or their respective territories or protectorates.

8.2 Notification

- a) The INSURED shall notify US of any CLAIM or loss as soon as practicable and within the INSURANCE PERIOD.
- b) Notice of any CLAIM or loss shall be given to US in writing, and delivered to:

DUAL Australia Pty Limited
Level 6
160 Sussex Street
Sydney NSW 2000
Australia

8.3 Co-operation

- a) The INSURED shall, at the INSURED's own cost, frankly and honestly provide US with all information and assistance required by US and/or the lawyers and investigators and others appointed by US in relation to any CLAIM or loss.
- b) The INSURED shall, at its own cost, do all things reasonably practicable to minimise the INSURED's liability in respect of any CLAIM or LOSS.

8.4 Legal Defence and Settlement

- a) Unless otherwise agreed, WE shall have the right to assume, in the name of the INSURED, the legal defence of any CLAIM covered under this POLICY. WE shall have the right to appoint the lawyers that will defend and represent the INSURED in respect of any CLAIM.
- b) WE shall have full discretion in managing any negotiation or proceeding as to the resolution of such CLAIM. WE may be entitled to settle a CLAIM if WE so choose but shall consult with the INSURED in respect of the proposed settlement and act in good faith to the INSURED in respect of the management of such CLAIM.
- c) The INSURED agrees not to admit liability for or settle any CLAIM or loss, make any admission, offer any payment or assume any obligation in connection with any CLAIM or loss, or incur any DEFENCE COSTS in connection with any CLAIM, without OUR written consent.
- d) WE shall not be liable for any settlement, DEFENCE COSTS, admission, offer, payment or assumed obligation made, incurred or entered into without OUR written consent.
- e) If WE are of the opinion that a CLAIM will not exceed the DEDUCTIBLE, WE may require the INSURED to conduct the defence of the CLAIM. If the DEFENCE COSTS and/or any other payment exceed the DEDUCTIBLE then WE will pay the amount in excess of the DEDUCTIBLE.

8.5 INSURED's right to contest

In the event that WE recommend settlement of a CLAIM and the INSURED does not agree to the settlement of the CLAIM, and the INSURED decides to contest the CLAIM, OUR liability shall not exceed the amount for which the CLAIM could have been settled, and DEFENCE COSTS incurred up to the date upon which the CLAIM could have been settled.

8.6 Senior Counsel

- a) WE shall not require the INSURED to contest a CLAIM unless a Senior Counsel (agreed upon by the INSURED and US) advises that the CLAIM should be contested, taking into account all likely DEFENCE COSTS, prospects of successfully defending the CLAIM and the damages and costs likely to be recovered by the third party claimant.
- b) The costs of Senior Counsel's advice shall be regarded as part of the DEFENCE COSTS.

8.7 Non-Imputation

Where more than one person or entity is insured under this POLICY;

- a) misrepresentation by one person or entity to US before this POLICY commences; or
- b) failure of one person or entity to comply with either:
 - i) any terms or conditions of this POLICY; or
 - ii) the duty of disclosure under the Insurance Contracts Act 1984 (Cth)

does not prejudice the rights of any other INSURED to indemnity under this POLICY.

However this Clause shall only apply if;

- a) the other person or entity is innocent of, and has no knowledge of, such conduct at the time of the misrepresentation of failure to comply; and
- b) as soon as practicable after becoming aware of such conduct the other person or entity notifies US of all facts relating to such conduct.

Notwithstanding Exclusion Clause 7.1, no state of mind or knowledge possessed by any one INSURED will be imputed to any other INSURED for the purpose of determining whether any provision in this POLICY applies. However, any state of mind or knowledge possessed by any present principal, director, partner of the INSURED will be imputed to the INSURED in Clause 6.11(a) of this POLICY.

8.8 Other Insurance

To the extent permitted by the *Insurance Contracts Act 1984*, this POLICY will only cover loss to the extent that the amount of such loss is in excess of any indemnity or cover available to the INSURED in respect of that loss under any other policy entered into by the INSURED or under which the INSURED is a beneficiary.

The preceding paragraph does not apply to such other insurance that is written only as specific excess insurance over the INDEMNITY LIMIT or aggregate INDEMNITY LIMIT provided in this POLICY.

If such other insurance is provided by US, or any other member company, associate or affiliate, and it covers a loss covered by this POLICY in respect of a CLAIM or INQUIRY, the INDEMNITY LIMIT under this POLICY in respect of that CLAIM or inquiry shall be reduced by any amount paid by US (or member company, associate or affiliate) under such other insurance.

Section 9: GENERAL CONDITIONS

9.1 Subrogation

- a) Where WE have paid an amount under the POLICY WE become entitled to any rights of the INSURED against any party in relation to the CLAIM or loss, to the extent of OUR payment.
- b) The INSURED, at its own cost, must assist US and provide information as WE may reasonably require to exercise OUR rights of subrogation. This may include providing and signing statements and other documents and the giving of evidence, among other things.

9.2 Alteration to Risk

The INSURED must notify US in writing as soon as practicable of any material alteration to the risk during the INSURANCE PERIOD including:

- a) The INSURED merging with, or being taken over or acquired by, another entity; or
- b) Any material change in the nature of the PROFESSIONAL ACTIVITY.

WE may not cover the INSURED for any CLAIM if the INSURED does not notify US in writing as soon as practicable of any material alteration to risk.

9.3 Assignment

The INSURED must not assign the POLICY or any rights under the POLICY without OUR prior written consent by way of endorsement to the POLICY.

9.4 Cancellation

- a) The INSURED may cancel the POLICY at any time by notifying US in writing.
- b) WE may cancel the POLICY in accordance with the provisions of the *Insurance Contracts Act 1984* (Commonwealth).
- c) On cancellation of this POLICY, we will retain the proportion of the premium calculated pro rata as at the date of the cancellation, unless a CLAIM or circumstance has been notified to US during the INSURANCE PERIOD in which case no premium will be refunded.

9.5 Premium Funding

If the premium has been funded by a premium funding company which holds a legal right over this POLICY by virtue of a notice of assignment and irrevocable power of attorney, then subject to Section 60 of the Insurance Contracts Act 1984 (Cth), WE may cancel this POLICY at the request of the premium funding company. This may only be done after substantiation of the debt and default in payment by the INSURED has been made and proven to US, by giving the INSURED not less than three (3) business days' written notice to that effect, following which a refund will be made to the premium funding company of the proportionate part of the premium applicable to the unexpired INSURANCE PERIOD.

9.6 Jurisdictional Limitation

The cover provided by the POLICY shall extend to a CLAIM brought anywhere in the world except:

- a) Any CLAIM brought within the territorial limits of the United States of America or the dominion of Canada or their territories or protectorates;
- b) To enforce any judgement, order or award obtained in or determined under the laws of the United States of America or the dominion of Canada or their territories or protectorates.

9.7 Governing Law and Jurisdiction

This POLICY is governed by the laws of the Commonwealth of Australia and the State or Territory where the POLICY was issued. Any disputes relating to interpretation shall be submitted to the exclusive jurisdiction of the Courts of Australia.

9.8 Insuring Clause Clarification

For the avoidance of doubt, the cover provided by the Insuring Clause of this POLICY, includes but is not restricted to civil liability under the Trade Practices Act 1974, Trade Practices Amendment (Australian Consumer Law) Act 2010, Competition and Consumer Act 2010, the Fair Trading Act 1987 (NSW), the Fair Trading Act 1985 (Victoria), Australian Securities and Investment Commission Act 2001 or similar legislation enacted by the other States or Territories of the Commonwealth of Australia or the Dominion of New Zealand.

9.9 Several Liability Notice

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

9.10 Complaints Procedures

Any enquiry or complaint relating to this Insurance should be referred to US in the first instance. If this does not resolve the matter or you are not satisfied with the way a complaint has been dealt with, you should write to:

Lloyd's Underwriters' General Representative in Australia
Suite 2, Level 21
Angel Place
123 Pitt Street
Sydney NSW 2000
Telephone Number: (02) 9223 1433
Facsimile Number: (02) 9223 1466

who will refer your dispute to Policyholder & Market Assistance at Lloyd's.

Complaints that cannot be resolved by Policyholder & Market Assistance may be referred to the Financial Ombudsman Service (UK). Further details will be provided at the appropriate stage of the complaints process.

For the purpose of this Clause only, "this Insurance" means the POLICY, "you/your" means the INSURED.

9.11 Service of Suit (Australia)

The Underwriters hereon agree that:-

- a) In the event of a dispute arising under this POLICY, Underwriters at the request of the INSURED (or reinsured) will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court.
- b) Any summons notice or process to be served upon the Underwriters may be served upon Lloyd's General Representative at Lloyd's Australia:

Lloyd's Australia Limited
Suite 2, Level 21 Angel Place
123 Pitt Street
Sydney NSW 2000

who has authority to accept service and to enter an appearance on Underwriters' behalf, and who is directed at the request of the INSURED (or reinsured) to give a written undertaking to the INSURED (or reinsured) that he will enter an appearance on Underwriters' behalf.

- c) If a suit is instituted against any one of the Underwriters all Underwriters hereon will abide by the final decision of such Court or any competent Appellate Court.

9.12 General Insurance Code of Practice

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

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

Section 10: LIMIT OF LIABILITY

10.1 Indemnity Limit

OUR liability under this POLICY in respect of any one CLAIM against the INSURED shall, subject to Extension 3.16 (DEFENCE COSTS in Addition), not exceed the INDEMNITY LIMIT. If Optional Extension 4.1 is operative, the sub-limit under such Extension is in addition to the INDEMNITY LIMIT.

For the purposes of determining the INDEMNITY LIMIT available for any CLAIM(S) covered by the POLICY, all CLAIMS arising from the same act, error or omission or a series of acts, errors or omissions related to an underlying or originating cause or source shall be regarded as one CLAIM. One INDEMNITY LIMIT shall apply.

10.2 Deductible

- a) The INSURED is responsible for the DEDUCTIBLE in respect of each and every CLAIM. WE are only liable to indemnify the INSURED for that part of the INSURED's liability in respect of each CLAIM in excess of the DEDUCTIBLE.
- b) Where WE have paid on the INSURED's behalf part or all of the DEDUCTIBLE, the INSURED shall reimburse US.
- c) Unless otherwise expressed in the Schedule or in this POLICY in respect of cover under a sub-limit, all DEDUCTIBLES are exclusive of DEFENCE COSTS. However if the DEDUCTIBLE is equal to or greater than \$20,000 then the DEDUCTIBLE is inclusive of DEFENCE COSTS. In that event, we are only liable to indemnify the INSURED for that part of the INSURED'S liability and DEFENCE COSTS in excess of the DEDUCTIBLE.
- d) All CLAIMS arising from the same act, error or omission or a series of acts, errors or omissions related to an underlying or originating cause or source shall be regarded as one CLAIM. One DEDUCTIBLE shall apply.

Section 11 AUTHORITY

11.1 This is to certify that in accordance with the authorisation granted under Contract to the undersigned by the Underwriters as named in the SCHEDULE.

11.2 In consideration of the premium paid the Underwriters are hereby bound, severally and not jointly, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

Privacy Statement

At DUAL Australia Pty Ltd, we are committed to compliance with the *Privacy Act 1988* (Cth). We use your personal information to assess the risk of and provide insurance, and assess and manage claims. We may also use your contact details to send you information and offers about products and services that we believe will be of interest to you. If you don't provide us with full information, we may not be able to provide insurance or assess a claim. If you provide us with information about someone else you must obtain their consent to do so.

We provide your information to the insurer we represent when we issue and administer your insurance. When providing a quotation or insurance terms, we will tell you if the insurer is overseas and if so, where they are. We are part of the Hyperion Insurance Group and may provide your information to United Kingdom based Group entities, who provide us with business support services. We may also provide your information to your broker and our contracted third party service providers (e.g. claims management companies), but will take all reasonable steps to ensure that they comply with the *1988* (Cth).

Our Privacy Policy contains information about how you can access the information we hold about you, ask us to correct it, or make a privacy related complaint. You can obtain a copy from our Privacy Officer by telephone (+61 (0)2 9248 6300), email (reception@dualaustralia.com.au) or by visiting our website (www.dualaustralia.com.au).

By providing us with your personal information, you consent to its collection and use as outlined above and in our Privacy Policy.