

Management Consultants

Civil Liability Professional Indemnity
Insurance Policy



POLICY

This Policy is underwritten by QBE Insurance (Australia) Limited
ABN 78 003 191 035, AFS Licence No. 239545 of 82 Pitt Street, Sydney



About this booklet

This booklet contains 2 separate parts:

General information and the policy terms and conditions.

General information

This part of the booklet contains information you need to know before you take out a policy. Please read it carefully before taking out this insurance.

Policy terms and conditions

The policy part of this booklet contains the policy terms and conditions, which detail all the terms, conditions and exclusions relating to the policy. It forms part of your legal contract with us.

If we issue you with an insurance policy, you will be given a policy schedule. The policy schedule sets out the specific terms applicable to your cover and should be read together with the policy terms and conditions.

The policy terms and conditions and the policy schedule we send to you form your legal contract with us so please keep them in a safe place for future reference.

If you require further information about this product, please contact your financial services provider.

About QBE Australia

QBE Insurance (Australia) Limited is a member of the QBE Insurance Group, one of the top 25 insurers and reinsurers worldwide. QBE is Australian owned and operated, and provides all major lines of general insurance cover for personal and commercial risks throughout Australia.

QBE has a history of sustained and consistent performance over 120 years which can be attributed to our risk management credentials, track record of business stability, and the skill and expertise of our people.

Index Page

| | |
|---|----------|
| About this booklet | 1 |
| About QBE Australia | 1 |
| General information | 2 |
| Duty of disclosure – what you must tell us | 2 |
| Privacy | 2 |
| The General Insurance Code of Practice | 2 |
| Dispute resolution | 2 |
| Claims made | 2 |
| Policy terms and conditions | 3 |
| Insurer | 3 |
| Our agreement with you | 3 |
| Your policy | 3 |
| Paying your annual premium | 3 |
| Paying your instalment premium | 3 |
| Preventing our right of recovery | 4 |
| How Goods and Services Tax affects any payments we make | 4 |
| Section 1: Insuring clauses | 4 |
| Insuring clause A | 4 |
| Insuring clause B | 4 |
| Insuring clause clarification | 4 |
| Section 2: Policy extensions | 5 |
| Section 3: Optional extensions | 7 |
| Section 4: Exclusions | 7 |
| Section 5: Claims conditions | 9 |
| Section 6: General conditions | 10 |
| Section 7: Definitions | 11 |

GENERAL INFORMATION FOR YOUR CIVIL LIABILITY PROFESSIONAL INDEMNITY POLICY – MANAGEMENT CONSULTANTS

The information contained in this part is general information only and does not form part of your contract with us. The policy terms and conditions in the rest of this booklet contain details of your contract.

Duty of disclosure – what you must tell us

Under the Insurance Contracts Act 1984 (the Act), you have a duty of disclosure. You are required before you enter into, renew, vary, extend or reinstate your policy, to tell us everything you know and that a reasonable person in the circumstances could be expected to know, is a matter that is relevant to our decision whether to insure you, and anyone else to be Insured under the policy, and if so, on what terms.

You do not have to tell us about any matter

1. That diminishes the risk,
2. that is of common knowledge,
3. that we know or should know in the ordinary course of our business as an insurer, or
4. which we indicate we do not want to know.

If you do not tell us

If you do not comply with your duty of disclosure we may reduce or refuse to pay a claim or cancel your policy. If your non-disclosure is fraudulent we may treat this policy as never having been in place.

Privacy

Privacy legislation regulates the way private sector organisations can collect, use, keep secure and disclose personal information. We are bound by the Privacy Act 1988 (Cth.), when collecting and handling your personal information. QBE has developed a privacy policy which explains what sort of personal information we hold about you and what we do with it.

We will only collect personal information from or about you for the purpose of assessing your application for insurance and administering your insurance policy, including any claims you make or claims made against you. We will only use and disclose your personal information for a purpose you would reasonably expect.

We may need to disclose personal information to our reinsurers (who may be located overseas), insurance intermediaries, insurance reference bureaux, credit reference agencies, our advisers and those involved in the claims handling process (including assessors, investigators and other insurers), for the purposes of assisting us and them in providing relevant services and products, or for the purposes of recovery or litigation. We may disclose personal information to people listed as co-insured on your policy and to family members or agents authorised by you. Computer systems and support services may be provided to us by related companies within the QBE Group that may be located overseas. We may also

disclose information to organisations which conduct customer service surveys on our behalf. We will request your consent to any other purpose.

By providing your personal information to us, you consent to us making these disclosures. Without your personal information we may not be able to issue insurance cover to you or process your claim.

You also have the opportunity to find out what personal information we hold about you and, when necessary, correct any errors in this information. Generally we will do this without restriction or charge. For further information about our privacy policy or to access or correct your personal information, please contact:

The Compliance Manager,
QBE Insurance (Australia) Limited,
GPO Box 82 Sydney NSW 2001,
or email: compliance.manager@qbe.com

The General Insurance Code of Practice

QBE Insurance (Australia) Limited is a signatory to the General Insurance Code of Practice. The code aims to:

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

Dispute resolution

We will do everything possible to provide a quality service to you. However, we recognise that occasionally there may be some aspect of our service or a decision we have made that you wish to query or draw to our attention.

We have a complaints and dispute resolution procedure which undertakes to provide an answer to your complaint within 15 working days.

If you would like to make a complaint or access our internal dispute resolution service please contact your nearest QBE office and ask to speak to a dispute resolution specialist.

Claims made

This policy operates on a 'claims made and notified' basis. This means that the policy covers you for claims made against you and notified to us during the period of insurance.

The policy does not provide cover in relation to:

1. acts, errors or omissions actually or allegedly committed prior to the retroactive date of the policy (if such a date is specified);
2. claims made after the expiry of the period of insurance even though the event giving rise to the claim may have occurred during the period of insurance;

3. claims notified or arising out of facts or circumstances notified (or which ought reasonably to have been notified) under any previous policy;
4. claims made, threatened or intimated against you prior to the commencement of the period of insurance;
5. facts or circumstances of which you first became aware prior to the period of insurance, and which you knew or ought reasonably to have known had the potential to give rise to a claim under this policy; and
6. claims arising out of circumstances noted on the proposal form for the current period of insurance or on any previous proposal form.

Where you give notice in writing to us of any facts that might give rise to a claim against you as soon as reasonably practical after you become aware of those facts but before the expiry of the period of insurance, you may have rights under Section 40(3) of the Insurance Contracts Act 1984 to be indemnified in respect of any claim subsequently made against you arising from those facts notwithstanding that the claim is made after the expiry of the period of insurance. Any such rights arise under the legislation only. The terms of the policy and the effect of the policy is that you are not covered for claims made against you after the expiry of the period of insurance.

POLICY TERMS AND CONDITIONS FOR YOUR CIVIL LIABILITY PROFESSIONAL INDEMNITY POLICY – MANAGEMENT CONSULTANTS

Insurer

The policy is underwritten by QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFS Licence No. 239545 of 82 Pitt Street, Sydney.

Our agreement with you

This policy is a legal contract between you and us. You pay us the premium, and we provide you with the cover you have chosen as set out in the policy, occurring during the period of insurance shown on your policy schedule or any renewal period.

The amount of any deductible that applies to your policy will be shown on your policy schedule.

The exclusions in the section headed 'Exclusions' and conditions in the section headed 'Claims conditions' and 'General conditions' apply to all sections of this policy.

Your policy

Your policy consists of the policy terms and conditions in this booklet and the policy schedule we give you.

Please read your policy carefully, and satisfy yourself that it provides the cover you require.

If you want more information about any part of your policy, please ask us, or your financial services provider.

The address and telephone number of your QBE branch are on your policy schedule.

You should keep your policy booklet and policy schedule together in a safe and convenient place for future reference.

Paying your annual premium

If you are paying your premium in one annual payment, you must pay your premium, GST and other amounts charged for this policy by the due date. If we do not receive the premium by this date, or your payment is dishonoured, this policy will not operate and there will be no cover.

Paying your instalment premium

If you are paying your premium for the first time by instalments we will deduct instalments each month on the day of the month that you nominate as your payment date. If this is a replacement policy and you paid your previous policy by instalments, we will continue to deduct instalments for your replacement policy on the day of the month you previously nominated as your payment date, unless you tell us otherwise. If you have nominated the 29th, 30th or 31st of the month as your payment date, we will deduct your instalment payment on the next day if those dates don't occur in a month.

Details of your instalments are shown on your policy schedule.

There is no cover provided to you under this policy of insurance until the first instalment of the premium is paid to us. We will not pay a claim under this policy if, at the time the claim occurred, any instalment of premium has remained unpaid for 14 days or more. If any instalment of premium has remained unpaid for 1 month, we may cancel this policy. We will send you a notice giving you details of the action we intend to take and when any cancellation will become effective.

If you are paying your premium in instalments by direct debit from your credit card or financial institution account, you must tell us if those details change. You must do this no later than seven days before your next instalment is due.

Preventing our right of recovery

If you have agreed not to seek compensation from another person who is liable to compensate you for any loss, damage or liability which is covered by this policy, We will not cover you 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 you are or would be entitled if you made a relevant acquisition. In these circumstances, the Input Tax Credit may be claimable through your Business Activity Statement (BAS).

You must advise us of your correct Australian Business Number and taxable percentage.

Section 1: Insuring clauses

Insuring clause A

Civil liability insuring clause

We agree to indemnify you against civil liability for compensation arising from any claim as a result of a breach of professional duty in the conduct of your profession:

1. first made against you during the period of insurance; and
2. notified to us during the period of insurance or where applicable, the extended notification period; and
3. not excluded under section 4 (exclusions).

Insuring clause B

Costs and expenses insuring clause

We agree to pay costs and expenses incurred with our written consent in the defence or settlement of any claim indemnified by this policy.

Insuring clause clarification

For the avoidance of doubt, indemnity is provided in respect of the following in accordance with, and subject to, the terms of this policy, including insuring clauses A and B.

Defamation

We agree to indemnify you against civil liability for compensation arising from any claim made against you for defamation.

Intellectual property

We agree to indemnify you against civil liability for compensation arising from any claim made against you for any unintentional infringement of copyright, trademark, registered design or patent, or any plagiarism or breach of confidentiality.

Joint venture liability

We agree to indemnify you in respect of any claim made against you for that proportion of any legal liability arising out of any activities in which you are engaged as a joint venturer or as a partner.

Loss of documents

We agree to indemnify you against civil liability for compensation arising from any claim arising from the loss of any documents (including but not limited to your documents) which have been destroyed, damaged, lost or mislaid and, after diligent search or attempts to recover them, cannot be found or recovered.

Outgoing principals and employees

We agree to indemnify former principals, partners, directors and employees of the named insured in respect of civil liability insured by insuring clauses A and B provided that the definition of 'You' includes those persons and only in respect of work performed while a principal, partner, director or employee of the named insured.

Retroactive date

'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).

'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 after the retroactive date.

Trade practices and related legislation

We agree to indemnify you against civil liability for compensation arising from any claim made against you 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.

Vicarious liability

We agree to indemnify you in respect of any claim made against you arising from any act, error or omission committed or alleged to have been committed by any third party for whose acts, errors or omissions you are legally liable, provided that such coverage shall not extend to any such third party.

Section 2: Policy extensions

Preamble

We shall provide indemnity to you under this section for no additional premium, provided that:

1. the indemnity provided by each policy extension is subject to the schedule, insuring clauses, conditions, definitions, exclusions, deductible and other terms of this policy (unless otherwise expressly stated herein);
2. the inclusion of any policy extension shall not increase the limit of indemnity.

Continuous cover

We shall, notwithstanding the 'Prior or pending' exclusion and claims made notice, provide indemnity in respect of any claim made against you where such claim arises from a fact or circumstance ('circumstance'):

1. of which you first became aware prior to the period of insurance and which you knew, or ought to have reasonably known, had potential to give rise to a claim; and
2. which should have, but was not, notified to us under an earlier policy under which we were indemnifying you.

Provided that:

3. such indemnity shall not apply to any claim where your failure to notify such claim is fraudulent;
4. we have continuously insured you between the date when the circumstance should have been notified and the date the claim was actually notified.

Contractors and consultants

Notwithstanding the 'Vicarious Liability' insuring clause clarification, we agree to indemnify contractors and consultants as employees, provided that:

1. at least 90% of such contractor or consultant's income in the previous 12 months, or reasonably anticipated in the next 12 months, is derived from you; and
2. such contractors are acting under the direct control and supervision of a principal, partner or director of yours in accordance with your standard procedures and risk management framework; and
3. such indemnity is only provided in respect of work performed for and on your behalf and for which you are legally liable.

Court attendance costs

We agree to provide up to \$250 per day for court attendance costs incurred by employees of yours, or \$500 per day for court attendance costs incurred by partners, principals or directors of yours if they are legally compelled to attend a civil proceeding as a witness in a claim covered by this policy.

Estates and legal representatives

We agree to include in the definition of 'You' the estate, heirs, legal representatives or assigns of yours in the event of the death or incapacity of you in respect of a civil liability that would have been covered by insuring clause A or B if you were alive or had capacity, provided that such estate, heirs, legal representatives or assigns shall observe and be subject to all the terms of this policy insofar as they can apply.

Extended reporting period

In the event that this insurance is not renewed or is cancelled for any reason other than non-payment of premium then you have until such time that you effect another professional indemnity insurance policy 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 you during the period of insurance, provided that this extension:

1. does not reinstate or increase the limit of Indemnity or extend the period of Insurance; and
2. will only apply to acts, errors or omissions committed or alleged to have been committed by you before the end of the period of insurance or the cancellation date of this policy where this policy has been cancelled.

Fines and penalties

We agree to indemnify you against legal liability which would otherwise be excluded by reason of the 'Fines and penalties' exclusion and the 'Pollutants' exclusion, part (2), for:

1. a penalty imposed on you by any regulatory authority arising from any actual or alleged breach of any occupational health and safety or environmental legislation;
2. any compensatory civil penalty; and
3. any costs and expenses incurred with our written consent in the defence or settlement of any penalty indemnified by this extension;

provided that:

4. the breach of professional duty giving rise to the penalty did not arise from gross negligence or an intentional, wilful, reckless, or deliberate act, error, or omission; and
5. our total liability in respect of all claims made under this extension shall not exceed \$100,000.

Fraud and dishonesty

We agree to indemnify you against civil liability for compensation arising from any claim made against you, which would otherwise be excluded by reason of the 'fraud and dishonesty' exclusion, provided that:

1. such indemnity shall not be provided to any insured person who committed or condoned any such act, error or breach;
2. dual controls were in place at the start of the period of insurance.

Loss of documents (not involving a third party claim)

We agree to indemnify you for the loss of any documents (including but not limited to your documents), for which you are legally responsible, that have been unintentionally destroyed, damaged, lost or mislaid in the conduct of your profession and, after diligent search or attempts to recover them, cannot be found or recovered; provided that:

1. the loss is discovered by you during the period of insurance and reported to us during the period of insurance;

2. such indemnity shall be limited to reimbursement of reasonable costs and expenses incurred by you to replace or restore such documents and shall not extend to any consequential or indirect loss; and
3. we shall not be liable under this extension to provide indemnity in respect of:
 - (a) the theft, corruption or erasure of any data by a computer virus or former employee, partner or principal; or
 - (b) damage to documents caused by gradual deterioration, wear and tear, or the action of moths or vermin;
 - (c) documents destroyed, damaged, lost or mislaid outside the territorial limits of Australia or New Zealand.

Our total liability in respect of all claims made under this extension shall not exceed \$250,000.

Newly created or acquired subsidiaries

We agree to include in the definition of 'You' any subsidiary created or acquired by the named insured during the period of insurance for a period of up to sixty (60) days (but never beyond the expiry date of the period of insurance) from the date of such creation, or acquisition, provided that this extension will only apply in respect of claims against the subsidiary arising from an act, error or omission occurring after the date of creation or acquisition of the subsidiary.

Official investigations and enquiries – costs and expenses

We agree to pay investigation costs and expenses, provided that:

1. we shall be entitled, at our discretion, to appoint legal representation to represent you in the investigation, examination or enquiry;
2. the investigation, examination or enquiry, or notice of intended investigation, examination or enquiry is commenced during the period of insurance and is notified to us during the same period of insurance;
3. in the event that a claim for payment of investigation costs and expenses is withdrawn or indemnity under this policy is subsequently withdrawn or denied, we shall cease to advance investigation costs and expenses and you shall refund any investigation costs and expenses advanced by us to the extent that we are satisfied that you were not entitled to such investigation costs and expenses, unless we agree in writing to waive recovery of such investigation costs and expenses; and
4. 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 an 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 or any disciplinary committee of any association or professional body of which you are a member, but does not include any investigation, examination or enquiry conducted by a parliament.

Public relations expenses

Where you retain the services of a public relations consultant for the sole purpose of protecting your reputation that has been brought to 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 that:

1. you notify us within 28 days of first becoming aware of your reputation being brought into question, and provide full written details outlining the circumstances surrounding the event; and
2. we have given our prior written consent to retain the services of such public relations consultant; and
3. our total liability for all public relations expenses shall not exceed \$50,000.

QBE legal panel

1. You may contact the QBE professional liability legal panel for a single complimentary session of verbal advice in relation to matters which are covered or potentially covered under this policy; and
2. in the event of a claim arising from the matter we agree to the appointment of any QBE professional liability legal panel member firm to act on behalf of you in respect of any claim notified to us provided there is no existing or potential conflict of interest, in which case we will refer you to another member of the panel.

The terms, conditions and contact details for the QBE professional liability legal panel can be found on our website at www.qbe.com.

Run off cover

We agree that in the event that the named insured or any other insured entity ceases to exist or operate or is consolidated with, merged into or acquired by any other entity 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 that such coverage shall only apply in respect of claims arising from an act, error or omission occurring prior to the effective date that you or such insured entity ceased to exist or operate or was consolidated with, merged into or acquired by another entity.

Severability

We agree that where this policy insures more than one party, any conduct whereby such party:

1. failed to comply with the duty of disclosure in terms of the Insurance Contracts Act 1984; or
2. made a misrepresentation to us before this contract of insurance was entered into,
 - shall not prejudice the right of any other insured party to indemnity as may be provided by this policy, provided that:
3. such other insured party shall be entirely innocent of and have no prior knowledge of any such conduct;
4. such other insured party 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; and

- conduct of the entities or persons referred to in the definition of 'You' parts 1 and 2 are imputed to the named insured.

Section 3: Optional extensions

Preamble

It is agreed that:

- the indemnity provided by each optional extension is subject to the schedule, insuring clauses, conditions, definitions, exclusions, deductible and other terms of this policy (unless otherwise expressly stated herein);
- 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.

Fidelity

We agree to provide indemnity to you against loss of money, negotiable instruments, bearer bonds or coupons, stamps, bank or currency notes belonging to you or for which you are legally liable where any such loss is sustained in consequence of any dishonest or fraudulent act or omission of yours, provided that:

- such loss is first discovered by you during the period of insurance and is notified in writing to us during the period of insurance;
- 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 person concerned;
- we shall not be liable to indemnify the person who committed or condoned any dishonest or fraudulent conduct in consequence of which the loss occurred;
- you shall bear the burden of 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 you until such time as we are satisfied that such loss has, in fact, been sustained;
- dual controls were in place at the start of the period of insurance;
- our liability for each loss under this optional extension and our aggregate liability for all losses under this optional extension shall not exceed \$100,000;
- regardless of the number of years this policy shall continue in force and the number of premiums that shall be paid or payable, our liability shall not be cumulative in amounts from year to year or from period to period.

The deductible specified in the policy schedule applies to any one event. Events or series of events caused by acts or omissions of the same person or persons (whether identifiable or not) and events in which such person or persons are involved or implicated shall be treated as one event.

Previous business

We agree to provide indemnity in respect of any claim for compensation 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 for any civil liability arising from a breach of professional duty and incurred on the part of such person in the conduct of the same profession as your profession before that person joined the named insured.

Section 4: Exclusions

Aircraft motor vehicles and watercraft

We shall not be liable under this policy to provide indemnity in respect of any claim made against you directly or indirectly based upon, attributable to, or in consequence of the ownership, lease, operation or use of any aircraft, motor vehicle or watercraft by you.

Asbestos

We shall not be liable under this policy to provide indemnity in respect of any claim made against you directly or indirectly based upon, attributable to, or in consequence of the manufacturing, mining, processing, treating, handling, installing, using, removing, transporting, selling, distributing, and/or storage of asbestos, asbestos products or any product containing asbestos.

Provided that this exclusion shall not apply to any claim or part of a claim for financial loss arising out of a breach of professional duty where the cause of the breach does not relate to any asbestos exposure.

Assumed duty or obligation

We shall not be liable under this policy to provide indemnity in respect of any claim made against you directly or indirectly based upon, attributable to, or in consequence of any duty or obligation assumed by you by way of contract, warranty, guarantee or indemnity, to the extent that such liability exceeds the liability you would have incurred in the absence of such contract, warranty, guarantee or indemnity.

Bodily injury

We shall not be liable under this policy to provide indemnity in respect of any claim made against you directly or indirectly based upon, attributable to, or in consequence of bodily injury, unless arising directly from a breach of professional duty in the conduct of your profession by or on behalf of you.

Corporate advisory activities

We shall not be liable under this policy to provide indemnity in respect of any claim made against you directly or indirectly based upon, attributable to, or in consequence of any rendering of any advice, including but not limited to a fairness opinion or valuation in connection with any:

- actual or alleged merger, acquisition, divestiture, tender offer, capital restructuring, dissolution, lease or sale of all or substantially all of the assets or stock of a business entity, or any activity similar in nature or effect;

2. natural resources development or construction project;
3. individual financial transaction which exceeds \$1 million in actual or potential value.

Fines and penalties

We shall not be liable under this policy to provide indemnity in respect of any claim made against you for punitive, aggravated, multiple or exemplary damages, or fines or penalties imposed by law including but not limited to, civil penalties.

Fraud and dishonesty

We shall not be liable under this policy to provide indemnity in respect of any claim made against you directly or indirectly based upon, attributable to, or in consequence of:

1. any actual or alleged dishonest, fraudulent, criminal, or malicious act or omission of yours or any third party for whose acts, errors or omissions you are legally liable; or any act or omission of yours or any third party for whose acts, errors or omissions you are legally liable committed, or alleged to have been committed, with a reckless disregard for the consequences thereof; or
2. any wilful breach of any statute, contract or duty by you or any third party for whose acts, errors or omissions you are legally liable.

Jurisdictional limits

We shall not be liable under this policy to provide indemnity in respect of any claim made against you:

1. 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
2. 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.
3. which we are prohibited from paying by law in the jurisdiction concerned.

Nuclear

We shall not be liable under this policy to provide indemnity in respect of any claim made against you directly or indirectly based upon, attributable to, or in consequence of ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of any nuclear fuel.

Obligations to employees

We shall not be liable under this policy to provide indemnity in respect of any claim made against you directly or indirectly based upon, attributable to, or in consequence of bodily injury of any employee of yours or damage to or destruction of any property of any employee of yours, including loss of use of property, arising out of, or in the course of, their employment.

Occupier's liability

We shall not be liable under this policy to provide indemnity in respect of any claim made against you directly or indirectly 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 you.

Pollutants

We shall not be liable under this policy to provide indemnity in respect of any claim made against you directly or indirectly based upon, attributable to, or in consequence of:

1. the actual or alleged discharge, release or escape of pollutants arising from the design or specification of equipment or structures which are critical to, and designed with the intention of, restricting the release of pollutants into the environment; or
2. any enforcement action or proceeding in connection with the containment, clean up, removal or treatment of such pollutants;

provided that this exclusion does not apply where there has been a sudden and accidental release of pollutants caused by error in design or specification.

Prior or pending

We shall not be liable under this policy to provide indemnity in respect of any claim made against you:

1. made, threatened or intimated against you prior to the period of insurance; or
2. directly or indirectly based upon, attributable to, or in consequence of any fact or circumstance:
 - (a) of which written notice has been given, or ought reasonably to have been given, under any previous policy; or
 - (b) of which you first became aware prior to the period of insurance, and which such insured knew or ought reasonably to have known had potential to give rise to a claim under this policy.

Related or associated entities

We shall not be liable under this policy to provide indemnity in respect of any claim made against you brought or maintained by or on behalf of:

1. you or any subsidiary or parent entity of the named insured; or
2. any person who, at the time the act, error or omission giving rise to the claim was committed, was a family member of yours unless such person is acting without any prior direct or indirect solicitation or co-operation from you.

Terrorism

We shall not be liable under this policy to provide indemnity in respect of any claim made against you directly or indirectly based upon, attributable to, or in consequence of any actual or alleged act of terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any actual or alleged act of terrorism.

This exclusion operates in connection with any act of terrorism regardless of any other cause or event and regardless of the sequence of the act of terrorism and the other cause or event.

Trading debts

We shall not be liable under this policy to provide indemnity in respect of any claim made against you directly or indirectly based upon, attributable to, or in consequence of any trading debt incurred by you or any guarantee given by you for a debt.

War

We shall not be liable under this policy to provide indemnity in respect of any claim made against you directly or indirectly based upon, attributable to, or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition of or damage to property by or under the order of any government, public or local authority.

Section 5: Claims conditions

Claims mitigation and co-operation

If you, either prior to or during the period of insurance become aware of a situation which could, if not rectified, lead to a claim or increase the quantum of a claim, you shall use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any liability under this policy.

You 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 to enable us to determine our liability under this policy.

Other than costs and expenses incurred by us to enable us to determine our liability under this policy, compliance with this condition shall be at your own cost, unless otherwise agreed in writing by us.

Defence and settlement

We may:

1. instruct you to conduct the defence of the claim if we believe that any claim will not exceed the deductible, in which case you will be responsible for your own costs and expenses and any settlement up to the limit of the deductible. In the event that any costs and expenses or payment made to dispose of the claim exceeds the deductible we will reimburse you all reasonable costs and expenses.
2. take over and conduct, in your name, the defence or settlement of any claim at any time, in which case we will then have sole control of the claim.

You agree:

3. not to settle any claim, incur any costs and expenses 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, provided that we shall not unreasonably withhold such consent;

4. that any information that is received by our external lawyers in the course of investigating, defending or settling any claim made against you can be provided to us and relied upon by us in relation to any issue that may arise regarding our liability to indemnify you;
5. that our external lawyers may provide advice to us on any issue regarding our liability to indemnify you and, whilst doing so, may continue to act in the investigation, defence or settlement of the claim.

Furthermore, in the circumstances described under items 2, 4 or 5 above, you agree:

6. that our communications with our external lawyers are privileged and that you are not entitled to obtain any such communications;
7. to waive any entitlement that you may have for legal professional privilege between you and our external lawyers;
8. if any actual or apparent conflict arises between our interests and your interests, our external lawyers may cease acting on your behalf and may continue to act on our behalf.

Your right to contest

In the event that we recommend a settlement in respect of any claim and you do not agree that such claim should be settled, then you may elect to contest such claim, provided that our liability in connection with such claim shall not exceed the amount for which the claim could have been so settled plus the costs and expenses incurred with our written consent up to the date of such election, less the deductible.

Reporting and notice

You shall give to us written notice as soon as practicable of any claim made against you provided that such written notice is given to us during the period of insurance in which the claim is made.

Notice of any claim shall be given in writing to us, and delivered to:

The Claims Manager
Professional Liability Claims
QBE Insurance (Australia) Ltd
85 Harrington St., Sydney NSW 2000

Senior Counsel clause

We shall not require you to contest any claim unless a senior counsel (to be mutually agreed upon by you and us) shall advise that such claim should be contested.

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 costs and expenses and the prospects of you successfully defending the claim.

The cost of such senior counsel's opinion shall be regarded as part of the costs and expenses.

Subrogation

In respect of any claim covered by this policy, and without limiting our rights at law, we shall be subrogated to all your rights of recovery, and you 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 to effectively bring suit in your name.

You shall not, without first obtaining our written consent, do anything or fail to do anything which excludes, limits or prejudices our rights of subrogation.

Section 6: General conditions

Alteration to risk

You shall give us written notice as soon as practicable of any material alteration to the risk during the period of insurance including but not limited to:

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

Where such notice is given 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.

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 ours.

Cancellation

You may cancel this policy at any time by notifying us in writing, and we will allow a pro-rata refund of premium for the unexpired period of insurance, unless a claim or circumstance has been notified to us during the period of insurance in which case no premium will be refunded.

We may cancel this policy in accordance with the relevant provisions of the Insurance Contracts Act 1984, and we will provide a pro-rata refund of premium for the unexpired period of insurance unless a claim or circumstance has been notified to us during the period of insurance in which case no premium will be refunded.

Deductible

In respect of each claim made against you (or loss incurred by you) the amount of the deductible shall be borne by you at your own risk and we shall only be liable to indemnify you for that part of any claim (or any loss incurred by you) which is in excess of the deductible.

In the event of a claim by you under this policy, you shall, if directed by us, pay to us (or as we direct) the deductible within

seven (7) working days. Any delay, failure or refusal by you to pay the deductible will entitle us to deduct such amount from any amounts required to settle any claim or judgement, 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 deductible results in a failure of a settlement or an increase in costs and expenses, our liability in connection with such claim shall not exceed the amount for which the claim could have been so settled plus the costs and expenses incurred with our written consent up to the date of such failure or refusal, less the deductible.

Where we have elected to pay all or part of the deductible in respect of any claim (or any loss or claim), you shall, within seven (7) working days from the date of such payment, reimburse us for such payment.

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 deductible, you shall bear all costs and expenses associated therewith unless we have agreed to meet such costs and expenses pursuant to insuring clause B.

Any costs and expenses incurred by us to determine whether we have a liability to indemnify you under this policy shall not be subject to the deductible but shall be borne by us.

Limit of indemnity

We agree to pay defence costs, in addition to the limit of indemnity but only up to an amount equal to the limit of indemnity or \$5,000,000, whichever is the lesser, provided that if a payment in excess of the limit of indemnity is made to dispose of a claim, our liability for such defence costs shall be the same proportion as the amount of the limit of indemnity bears to the amount paid to dispose of the claim.

Our total liability in the aggregate in respect of all claims or losses, excluding costs and expenses, during the period of insurance, will not exceed the aggregate limit of indemnity.

This clause does not increase any sub-limit in the policy.

Multiple claims

All causally connected or interrelated acts, errors or omissions shall jointly constitute a single act, error or omission under this policy.

Where a single act, error, or omission gives rise to more than one claim, all such claims shall jointly constitute one claim under the policy, and only one deductible shall be applicable in respect of such claim. Furthermore, if there is an aggregate limit of indemnity, only one limit of indemnity will be applicable in respect of such claim.

Policy construction and interpretation

The construction, interpretation and meaning of the provisions of this policy shall be determined in accordance with the law of the state, territory or country in which this policy is issued, being the place of issue specified in the schedule, and any disputes relating thereto shall be submitted to the exclusive jurisdiction of the courts of such state, territory or country. If no place of issue is shown in the schedule it is agreed that the place of issue is Sydney, New South Wales, Australia.

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.

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.

Streamlined renewal process

We may choose to notify you at least 14 days prior to the expiry of the period of insurance that we are prepared to automatically renew the policy by providing a new period of insurance, without a renewal proposal/application, subject to:

1. payment of a new premium applicable to the new period of insurance;
2. renewal eligibility criteria that will be communicated by us.

If you are paying your premium by instalments we will continue to deduct instalments each month on the day of the month that you nominate as your payment date, but based on the premium applicable to the new period of insurance.

Section 7: Definitions

| Term(s) | Meaning |
|------------------------------|---|
| Aggregate limit of indemnity | The amount shown as the aggregate limit of indemnity in the schedule. |
| Bodily injury | Physical injury, sickness, disease, death, mental injury, mental anguish, nervous shock or emotional distress of any person. |
| Claim | <ol style="list-style-type: none"> 1. The receipt by you of any written notice of demand for compensation made by a third party against you; 2. 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 you which contains a demand for compensation made by a third party against you; 3. any penalty; 4. in respect to the cover afforded under the 'Official Investigations and enquiries' extension, the notice of any actual or intended official investigation, examination or enquiry. |
| Costs and expenses | The reasonable legal costs and other expenses incurred by or on behalf of you or by us in the investigation defence or settlement of a claim. |
| Deductible | The amount shown as the deductible in the schedule. The deductible applies to all amounts payable under this policy including the indemnity provided under insuring clause B. |

| Term(s) | Meaning |
|----------------------------------|--|
| Documents | 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. |
| Dual controls | <ol style="list-style-type: none"> 1. any cheque payment or electronic money transfer receives prior approval by at least two approved signatories; and 2. the person reconciling your bank statements is not the same person that operates your bank accounts; and 3. if you are required to maintain a trust account by law, it is independently audited on an annual basis. |
| Employee | Any person employed under a contract of service or apprenticeship during or prior to commencement of the period of insurance. |
| Family member | <ol style="list-style-type: none"> 1. Any spouse, domestic partner, or companion; 2. any parent, or parent of the spouse, domestic partner or companion; 3. any sibling or child; of an insured person. |
| Investigation costs and expenses | Legal costs and other expenses incurred by or on behalf of you or by us arising out of any legally compellable attendance by you at any official investigation, examination or enquiry in relation to the conduct of your profession where such investigation, examination or enquiry may lead to a recommendation in respect of civil liability or civil proceedings which would be the subject of a claim covered by this policy. 'Investigation costs and expenses' does not include any fine, penalty or order for the payment of monetary compensation. |
| Limit of indemnity | The limit of our liability under this policy as specified in the schedule. |
| Named insured | The person, persons, partnership, company, corporation or other entity specified as the Named insured in the Schedule. |
| Penalty | Any monetary sum payable by you to any regulatory authority. This definition does not apply to the 'Fines and penalties exclusion' |

Section 7

| Term(s) | Meaning |
|----------------------|---|
| Period of insurance | The period specified in the schedule. |
| Policy | <ol style="list-style-type: none"> 1. The schedule, insuring clauses, extensions, conditions, definitions, exclusions and other terms contained herein; 2. any endorsement attaching to and forming part of this policy either at inception or during the period of insurance; and 3. the proposal/application. |
| Pollutants | <ol style="list-style-type: none"> 1. Any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals; or 2. any waste materials including materials recycled, reconditioned or reclaimed; or 3. any other air emission, odour, waste water, oil, oil products, infectious or medical waste or any noise emission. |
| Premium | The premium specified in the schedule or in any endorsement to the schedule. |
| Proposal/application | The proposal/application made by you to us containing particulars and statements which, together with other information provided by you, are the basis of this policy and are considered as incorporated herein. |
| Regulatory Authority | A person or entity appointed, constituted or acting under a delegation pursuant to any legislation for the purposes of enforcement of such legislation. |
| Schedule | The Schedule to this policy. |
| Senior Counsel | 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. |
| Subsidiary | <ol style="list-style-type: none"> 1. 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 2. any entity over which a named insured is in a position to exercise effective direction or control. |
| Terrorism | 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, or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear. |

| Term(s) | Meaning |
|------------------|---|
| We, our, us | QBE Insurance (Australia) Limited (ABN 78 003 191 035) |
| You, your, yours | <ol style="list-style-type: none"> 1. The Named insured; 2. 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; 3. 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; or 4. any former principal, partner, director or employee of the named insured, but only in respect of work performed while a principal, partner, director or employee of the named insured. |
| Your profession | <p>The practice of, helping third party individuals or organisations improve their performance by making recommendations in relation to:</p> <ol style="list-style-type: none"> 1. strategic planning 2. organisational design 3. human resource development, including recruitment services 4. quality management and assurance 5. budgeting, financial modelling, projection or forecasting 6. project management 7. productivity improvement initiatives 8. marketing consultancy 9. procurement and outsourcing management consulting services 10. health and safety training or consultancy 11. systems analysis, business process improvement and reengineering 12. any other activity specified by endorsement to this policy; <p>for a fee or other remuneration; provided that we shall not be liable under this policy to provide indemnity in respect of any claim against you directly or indirectly based upon, attributable to, or in consequence of:</p> <ol style="list-style-type: none"> (a) your status as a director or officer of any entity; or (b) services for which an Australian Financial Services License is required; (c) legal, accounting, actuarial or tax advice that would ordinarily be provided by a qualified legal practitioner, tax agent, accountant or actuary. |