General Information

The General Information set out below is provided for your information only. It does not form part of the insurance contract with you, and is not part of the policy. Nothing contained in the General Information imposes contractual obligations on you, or creates contractual rights. These are contained in the policy and any endorsement.

Claims Made

This policy operates on a ‘claims made’ basis. This means that the policy covers you for claims made against you during the period of insurance.

The policy does not provide cover in relation to:

- acts, errors or omissions actually or allegedly committed prior to the retroactive date of the policy (if such a date is specified);
- claims made after the expiry of the period of cover even though the event giving rise to the claim may have occurred during the period of cover;
- claims notified or arising out of facts or circumstances notified (or which ought reasonably to have been notified) under any previous policy;
- claims made, threatened or intimated against you prior to the commencement of the period of cover;
- facts or circumstances of which you first became aware prior to the period of cover, and which you knew or ought reasonably to have known had the potential to give rise to a claim under this policy;
- claims arising out of circumstances noted on the proposal form for the current period of cover 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 practicable after you become aware of those facts but before the expiry of the period of cover, 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 cover. 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 cover.

General Insurance Code of Practice

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers’ compliance with the Code.

You can obtain more information on the Code of Practice and how it assists you by contacting us. Contact details are provided on the back cover of this PDS.

For more information on the Code Governance Committee (CGC) go to https://insurancecode.org.au/

(a) Dispute resolution process

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 fifteen (15) working days.

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

(b) Contact for assistance or confirmation of cover

If you need to confirm any policy transaction or clarify any of the information contained in this policy document or if you have any other queries, please contact any of our offices or refer to our website at www.allianz.com.au.

(c) If this insurance has been issued through an insurance intermediary

If your policy has been arranged through our agent, or a broker who is acting under an agency arrangement such as a binder with us, then they are acting as our agent and not as your agent. They will tell you when this is the case.

If your policy has been arranged by a broker, other than a broker acting under such an agency arrangement with us, then the broker is acting as your agent.

Where this policy has been arranged through an intermediary a commission may be payable by us to them for arranging the insurance.
Privacy Notice

At Allianz, we give priority to protecting the privacy of your personal information. We do this by handling personal information in a responsible manner and in accordance with the Privacy Act 1988 (Cth).

How We Collect Your Personal Information

We usually collect your personal information from you or your agents. We may also collect it from our agents and service providers; other insurers and insurance reference bureaus; people who are involved in a claim or assist us in investigating or processing claims, including third parties claiming under your policy, witnesses and medical practitioners; third parties who may be arranging insurance cover for a group that you are a part of; law enforcement, dispute resolution, statutory and regulatory bodies, marketing lists and industry databases, and publicly available sources.

Why We Collect Your Personal Information

We collect your personal information to enable us to provide our products and services, including to process and settle claims; make offers of products and services provided by us, our related companies, brokers, intermediaries, business partners and others that we have an association with that may interest you; and conduct market or customer research to determine those products or services that may suit you. You can choose not to receive product or service offerings from us (including product or service offerings from us on behalf of our brokers, intermediaries and/or our business partners) or our related companies by calling the Allianz Direct Marketing Privacy Service Line on 1300 360 529, EST 8am to 6pm, Monday to Friday. Our Privacy Policy contains details about how you may make a complaint about a breach of the privacy principles contained in the Privacy Act 1988 (Cth) and how we deal with complaints. Our Privacy Policy is available at www.allianz.com.au.

Disclosure Overseas

Your personal information may be disclosed to other companies in the Allianz Group, business partners, reinsurers and service providers that may be located in Australia or overseas. The countries this information may be disclosed to will vary from time to time, but may include Canada, Germany, New Zealand, United Kingdom, United States of America and other countries where the Allianz Group has a presence or engages subcontractors. We regularly review the security of our systems used for sending personal information overseas. Any information disclosed may only be used for the purposes of collection detailed above and system administration.

Access to Your Personal Information and Complaints

You may ask for access to the personal information we hold about you and seek correction by calling 1300 360 529 EST 8am-6pm, Monday to Friday. Our Privacy Policy contains details about how you may make a complaint about a breach of the privacy principles contained in the Privacy Act 1988 (Cth) and how we deal with complaints. Our Privacy Policy is available at www.allianz.com.au.

Telephone Call Recording

We may record incoming and/or outgoing telephone calls for training or verification purposes. Where we have recorded a telephone call, we can provide you with a copy at your request, where it is reasonable to do so.

Your consent

By providing us with personal information you and any other person you provide personal information for, consent to these uses and disclosures until you tell us otherwise. If you wish to withdraw your consent, including for things such as receiving information on products and offers by us or persons we have an association with, please contact us.

Who We Disclose Your Personal Information To

We may disclose your personal information to others with whom we have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to you. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, our advisers, persons involved in claims, external claims data collectors and verifiers, parties that we have an insurance scheme in place with under which you purchased your policy (such as a financier or motor vehicle manufacturer and/or dealer). Disclosure may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.
Your Duty of Disclosure

Before you enter into a contract of insurance with us, you have a duty under the Insurance Contracts Act 1984 to disclose to us every matter that you know, or could reasonably be expected to know, is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to us before you renew, extend, vary or reinstate the contract.

This duty of disclosure applies until the contract is entered into (or renewed, extended, varied or reinstated as applicable). We may provide further information on your duty prior to any renewal, extension, variation or reinstatement.

Your duty however does not require disclosure of any matter:

• that diminishes the risk to be undertaken by us; or
• that is of common knowledge; or
• that we know or, in the ordinary course of our business as an insurer, ought to know; or
• as to which compliance with your duty is waived by us.

Non-disclosure

If you fail to comply with your duty of disclosure, we may be entitled to reduce our liability under the contract in respect of a claim to the extent our interests are prejudiced by your failure to comply with the duty of disclosure, cancel the contract or both.

If your non-disclosure is fraudulent, we may also have the option of avoiding the contract from its beginning.
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### Part 7 – Definitions
Professional Indemnity Policy

We, Allianz Australia Insurance Limited, ABN 15 000 122 850, AFS Licence No. 234708 will provide insurance in accordance with the terms of the policy, subject to payment of the premium set out in the schedule or as otherwise agreed.

The policy wording, endorsements and the schedule shall be read together as one contract (the “policy”).

When reading this policy, please note that some words and phrases have defined meanings. The list of defined words and phrases is included in Part 7 of the policy. The defined words and phrases are highlighted in blue.

Headings are descriptive only and not defined terms.

Part 1 – What We Insure You For

In order to be sure that you are covered under this policy you should always contact us for approval before you incur costs you wish to claim. If you do not, we will pay for costs incurred up to the amount we would have authorised had you asked us first.

1. Insuring Clause

1.1 General

We agree to indemnify you against all civil liability for damages and awards of claimants’ costs arising from any claim that:

(a) arises from the provision by you or failure by you to provide professional services; and

(b) is first made against you during the period of cover.

1.2 The civil liability referred to in sub clause 1.1 includes, but is not restricted to civil liability arising out of:

(a) any actual or alleged misleading or deceptive conduct at law or under the Competition and Consumer Act 2010 (Cth), Trade Practices Act 1974 (Cth), Australian Securities and Investments Commission Act 2001(Cth), Corporations Act 2001 (Cth) or any equivalent provisions in the State Fair Trading Acts, or their respective successor legislation;

(b) defamation, slander or libel;

(c) any breach of intellectual or industrial property or trade secret whether registered or unregistered, including but not limited to trade marks, designs, patents and copyright;

(d) breach of privacy or duty of confidentiality;

(e) any act, conduct or matter in connection with data or computer systems, including but not limited to hardware, software and computer programs.

2. Defence Costs

2.1 General

We agree to pay any defence costs:

(a) that we incur; or

(b) that you incur with our written consent. Please contact us to confirm approval for these costs.

2.2 Advancement of defence costs

We will advance defence costs covered by this policy promptly after detailed invoices for those costs are received by us. However, any defence costs that are actually paid shall be repayable to us by you in the event and to the extent that it is determined under the policy that you were not entitled to a payment of defence costs.

The ‘Fraud and Dishonesty’ Exclusion will not apply until the conduct is established by final adjudication of a judicial or arbitral tribunal or by a written admission by you.

3. Limit of Indemnity

3.1 General

We are only liable to indemnify you for an amount or amounts no greater than the limit of indemnity for any one claim as stated in the schedule.

3.2 Defence costs are payable in addition to the limit of indemnity. However, the maximum amount payable by us under this policy in respect of defence costs is the equivalent of the limit of indemnity.

3.3 In the event that the amount paid by you or on your behalf to dispose of a claim exceeds the policy’s limit of indemnity for any one claim, then this policy shall only cover the same proportion of defence costs as this policy’s limit of indemnity for any one claim bears to the total amount paid to dispose of the claim (exclusive of defence costs).

If we have paid or advanced defence costs in excess of this proportion, you must reimburse us for such defence costs.

3.4 Where we consider that the limit of indemnity is likely to be exhausted by the payment of amounts payable under this policy we may, in our absolute discretion, elect to pay you the amount which exhausts the limit of indemnity. If we elect to do this, we shall have no further obligation to pay any further defence costs.
3.5 Where a claim is made against more than one insured person or entity under this policy, this shall not operate to increase the total amount payable by us under this policy.

3.6 Unless otherwise stated in the policy:

(i) all amounts payable by us under this policy shall be inclusive of the limit of indemnity any one claim and not in addition to the limit of indemnity any one claim;

(ii) all amounts paid by us under this policy shall erode the limit of indemnity in the aggregate.

(iii) all sublimits of indemnity, where provided in the policy, are inclusive of the limit of indemnity any one claim and not in addition to the limit of indemnity any one claim;

(iv) if the schedule provides for a limit of indemnity that is higher in the aggregate than for any one claim, then references in this policy to the limit of indemnity shall only be in respect of the limit of indemnity for any one claim.

4. Deductible

Unless otherwise stated in the policy:

(a) we will be liable only for amounts payable under the policy which exceed the deductible;

(b) the deductible is not part of the limit of indemnity;

(c) the deductible is to be borne by the insured and is to remain uninsured;

(d) the deductible applies to all amounts payable under the policy, except where the deductible is expressed in the schedule as ‘exclusive of costs’;

(e) if the deductible is expressed in the schedule as ‘exclusive of costs’ then:

(i) you must bear all defence costs up to the limit of the deductible if the claim made against you is for an amount that is less than the deductible;

(ii) otherwise the deductible shall not apply to defence costs payable under the policy;

(f) any costs and expenses that we incur to determine whether we are liable to indemnify you under this policy are not subject to the deductible;

(g) a single deductible shall apply to each claim or each cover provided by an Extension.

5. Extent of Indemnity

5.1 Extensions

Our liability to indemnify you is extended by:

(a) the automatic extensions set out in Part 2 of this policy unless specifically excluded in the schedule; and

(b) any optional extensions set out in Part 3 of this policy that are specifically noted as included in the schedule; and

(c) any extensions incorporated by endorsement to this policy.

5.2 Exclusions and Conditions

However, unless expressly provided otherwise, our liability to indemnify you under this policy and any endorsement is subject to:

(a) the limit of indemnity and deductible set out in clauses 3 and 4 of this policy; and

(b) the exclusions from liability set out in Part 4 of this policy; and

(c) the claims conditions set out in Part 5 of this policy; and

(d) the other conditions set out in Part 6 of this policy; and

(e) any exclusions, conditions or other provisions incorporated by endorsement to this policy.

6. Multiple Claims

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

(b) Where a single act, error or omission gives rise to more than one claim, all such claims shall jointly constitute one claim under this policy.
Part 2 – Automatic Extensions

7. Consultants, Sub-Contractors and Agents

We agree to indemnify you against civil liability for damages and awards of claimants’ costs in respect of any claim first made against you during the period of cover, arising from the provision of or failure to provide professional services by any consultant, sub-contractor or agent for which you are legally liable.

We will also indemnify any such consultant, subcontractor or agent, provided that the relevant act, error or omission giving rise to the claim occurred:

(a) in the course of the conduct by the consultant, sub-contractor or agent of your professional services whilst acting for you; or on your behalf; and

(b) at the time when the consultant, sub-contractor or agent was under your direct control and supervision.

8. Continuous Cover

We agree to indemnify you against civil liability arising from any claim that arises out of facts which first became known to you prior to the period of cover where:

(a) we were your professional indemnity insurer at the time the facts first became known to you (the “previous policy period”) and have continued to be your professional indemnity insurer from then until the actual date of notification of claim; and

(b) but for your failure to notify us of the facts during the previous policy period, you would have been entitled to indemnity under a previous policy issued by us; and

(c) but for the ‘Prior Claims/ Circumstances’ Exclusion you would be entitled to indemnity under this policy; and

(d) you have not committed or attempted to commit fraudulent non-disclosure or fraudulent misrepresentation.

We are only liable to indemnify you to the extent that we are obliged to indemnify you under the terms and conditions of the policy in effect during the previous policy period, but in no circumstances shall the cover granted by this Extension be greater than the terms and conditions of the policy in effect during this period of cover (including the limit of indemnity and deductible).

9. Insurance Preparation Costs

We will pay up to $50,000 in the aggregate during the period of cover for reasonable professional fees and such other external expenses incurred by you in connection with the preparation of any insurance information or similar material at our request concerning a matter you have notified to us under this policy but only where that matter is indemnified by us under this policy.

The cover provided under this extension operates in addition to the limit of indemnity any one claim and does not erode the aggregate limit of indemnity.

10. Court Attendance

We will pay the insured $500 per person for each day that an officer or employee is legally compelled to and does attend court to give evidence in connection with a claim. The deductible does not apply to this Extension.

11. Domestic Partners

The definition of you is extended to include any spouse or civil partner of an officer or employee in respect of a claim arising from the conduct of such officer or employee only and in which the spouse or partner had no involvement and is due solely to the spouse or civil partner’s status as such.

12. Extended Notification Period

12.1 If this policy is neither renewed nor replaced with professional indemnity insurance at expiry of the period of cover, then you have until the earlier of:

(a) such time that you effect another professional indemnity insurance policy; or

(b) a period of sixty (60) days commencing on the day immediately following expiry of the period of cover;

during which to notify us in writing of any claim first made against you.

12.2 The extension of cover under clause 12.1 is subject to each of the following conditions being satisfied:

(a) we will treat the claim as if it had been made against you and notified to us during the period of cover;

(b) coverage afforded hereunder does not reinstate or increase the limit of indemnity or extend the period of cover; and

(c) coverage afforded hereunder will only apply to acts, errors or omissions committed or alleged to have been committed by you:

(i) before the end of the period of cover; and

(ii) after the retroactive date specified in the schedule.
13. Estates and Legal Representatives

The definition of \textit{you} is extended to include your legal representatives, heirs, assigns or estates in the event of your death, incapacity, insolvency or bankruptcy but only to the extent that we would otherwise have been liable to indemnify you.

14. Former Subsidiary, Former Principals, etc

14.1 The definition of \textit{subsidiary} is extended to include any former subsidiary, but only in respect of the former subsidiary’s conduct while it was still your subsidiary.

14.2 The definition of \textit{you} is extended to include any former principal, officer or employee, but only in respect of their conduct while they were still your principal, officer or employee.

15. Fraud and Dishonesty

We agree to indemnify you against civil liability arising from any claim that is first made against you during the period of cover, in respect of any dishonest, fraudulent, malicious or reckless act or omission committed or alleged to have been committed by any other person or entity covered by this policy in the conduct of your professional services.

We will not provide indemnity under this Extension:

(a) to any insured person or entity committing or condoning the act, omission or breach that would otherwise have resulted in the ‘Fraud and Dishonesty’ Exclusion applying;

(b) for any loss of currency.

16. Inquiry Costs

We agree to indemnify you for inquiry costs up to an amount not exceeding $500,000 in the aggregate for the period of cover, which shall be part of and not in addition to the limit of indemnity.

17. Joint Ventures

We agree to indemnify you against civil liability for damages and awards of claimants’ costs arising from any claim first made against you during the period of cover, in respect of the provision of or failure to provide professional services by any joint venture of which you are a part, provided however that:

(a) this Extension shall indemnify you for your individual civil liability in respect of such joint venture, but not for your joint civil liability; and

(b) we shall not be liable to pay a contribution to any insurer of any other participant in such joint venture.

18. Loss of Documents

18.1 General

We agree to indemnify you against costs and expenses that you incur in replacing or restoring lost documents where you first discover the loss during the period of cover. However, we are only liable to indemnify you against those costs and expenses for which you provide us with bills or accounts that are approved under sub clause 18.3.

18.2 Your obligation to notify us

You must notify us of the loss of documents as soon as reasonably practicable after you discover the loss and if you do not we may refuse or reduce your claim to the extent we are prejudiced your delay.

18.3 Approval of bills or accounts

Once you provide us with bills or accounts, we may either:

(a) indemnify you; or

(b) nominate a competent person to review the bills or accounts.

If we nominate a competent person, you must notify us whether or not you approve of our nominee.

18.4 Deductible

Notwithstanding clause 4, you do not have to bear the deductible in respect of costs and expenses covered by this clause.

18.5 Meaning of ‘lost documents’

For purposes of this clause, ‘lost documents’ means documents belonging to a third party that:

(a) you are legally responsible for and were under your care, custody or control as part of the provision of your professional services; and

(b) have been destroyed, damaged or mislaid and cannot be found after diligent search.
19. Mitigation Costs

19.1 We agree to indemnify you against mitigation costs.

19.2 We are only liable to indemnify you under clause 19.1 if:

(a) you were first aware during the period of cover of the facts, circumstances, acts or omissions which have given rise to the mitigation costs (and which would have given rise to a claim but for the mitigation costs); and

(b) you must notify us before you incur mitigation costs; and

(c) you establish to us that there is a probability that:

(i) a claim would have been made against you and that you would have been liable for that claim in the absence of your carrying out the mitigation or rectification the subject of the mitigation costs; and

(ii) the amount of your liability for the claim would have been greater than the mitigation costs.

19.3 Cover for mitigation costs shall not exceed 10% of the limit of indemnity any one claim.

20. Newly Acquired or Created Subsidiaries

We agree to indemnify any subsidiary that you acquire or create during the period of cover against civil liability for damages and awards of claimants’ costs arising from any claim first made against the subsidiary up to the earlier of:

(i) sixty (60) days after such acquisition or creation; or

(ii) the expiry of the period of cover;

in respect of the provision of or failure to provide professional services.

This Extension will only apply in respect of claims against the subsidiary arising from an act, error or omission occurring subsequent to the date of your acquisition or creation of the subsidiary.

For the purposes of this Extension, the definition of subsidiary is extended to mean any entity that for the first time during the period of cover, the insured either directly or indirectly:

(a) controls the composition of the board of directors;

(b) controls more than half of the voting power; or

(c) holds more than half of the issued share capital.

Should the insured require the policy to be extended to include cover for subsidiaries which is not automatically provided by this Extension, then the insured shall provide us with any additional information requested by us to permit us to evaluate the acceptability of the additional exposure. We shall have the right, but not the obligation, to offer cover for the acquired or created subsidiary on such additional terms, conditions, exclusions and additional premium as we may require.

21. Public Relations Expenses

We will pay to you or on your behalf all public relations expenses.

Cover under this Extension shall not exceed $50,000 in the aggregate for the period of cover.

22. Run-Off Cover Until Expiry of Period of Cover

We agree that in the event that you cease to exist or operate or become consolidated with, merged into or acquired by any other entity either before or during the period of cover, then the coverage provided under this policy with respect to such person or entity shall continue until the expiry date of the period of cover.

This Extension only applies in respect of claims arising from any act, error or omission occurring prior to the effective date that you ceased to exist or operate or were consolidated with, merged into or acquired by another entity.

23. Imputation

Where more than one person or entity is insured under this policy:

(a) failure by an insured person or entity to comply with the duty of disclosure under the Insurance Contracts Act 1984 (Cth); or

(b) misrepresentation by an insured person or entity to us before the policy commences; or

(c) failure by an insured person or entity to comply with any terms or conditions of this policy, does not prejudice the right of any other insured person or entity to indemnity under this policy. However, this clause only applies if:

(i) the other insured person or entity is innocent of, and has no knowledge of, such conduct; and

(ii) as soon as practicable after becoming aware of the conduct, they notify us of all facts relating to such conduct.
24. Breach of Contract

We agree to indemnify you against all civil liability for damages and awards of claimants’ costs in respect of any claim first made against you during the period of cover in respect of a breach or an alleged breach of contract in your provision of or failure to provide professional services.

25. Principals Indemnity

We agree to indemnify any principal where you are obligated by virtue of a written contract for the provision of professional services to that principal to provide insurance as is afforded by this policy, for any claim first made during the period of cover against the principal for its civil liability arising vicariously from your performance of professional services for the principal.

The indemnity provided by this Extension is subject to the following:

(a) indemnity is provided only to the extent required by such contract and subject to the terms and conditions of this policy; and

(b) if the claim had been first made against you, you would have been entitled to indemnity under this policy, and

(c) we shall maintain the conduct and control of any claim for which the principal seeks indemnity under this policy; and

(d) the indemnity does not apply to the principal’s own acts, errors or omissions.

For the purposes of this Extension, ‘principal’ means the owner or proprietor of a construction project, provided that:

(i) the principal has no involvement in the design, construction, management or supervision of the project; and

(ii) you have entered into a written agreement to provide professional services to the principal.

Part 3 – Optional Extensions

In order to be sure that you are covered under this policy you should always contact us for approval before you incur costs you wish to claim. If you do not, we will pay for costs incurred up to the amount we would have authorised had you asked us first.

26. Pursuit Costs

We agree to pay, in respect of an insured event of which you first became aware during the period of cover, any pursuit costs that you incur with our written consent. Please contact us to confirm approval for these costs.

26.1 Definitions

For the purposes of this Extension only:

(i) pursuit costs means reasonable external legal costs, charges, fees (including legal counsel’s fees and experts fees) and expenses necessarily incurred in pursuit of an insured event. This does not include your own first party and/or professional costs involved in the pursuit of a claim, such as preparation of evidence, attendance at court hearings, professional time costs and the like;

(ii) insured event means:

(a) an action for recovery of professional fees or other amounts due to you under a contract entered into by you to provide professional services where such professional fees or amounts exceed $20,000;

(b) the prosecution of a cause of action arising out of the ownership or possession of any real property by you in the provision of professional services. However, this does not include any disputes or cause of action relating to or arising out of any rental agreements.

26.2 Scope of Indemnity

Our liability to indemnify you under this Extension is subject to the following:

(i) we are only liable to indemnify you for pursuit costs once you have instituted legal proceedings; and

(ii) we have received legal advice, at your cost, that you have reasonable prospect of success in the pursuit of an insured event. If we agree to pay pursuit costs and, during the conduct of the litigation, we receive legal advice that the insured event can no longer be pursued with reasonable prospects of success, we will not be liable for any further pursuit costs from the date of such legal advice; and
(iii) we are not liable to indemnify you for pursuit costs in respect of an insured event where you first became aware a cause of action more than 12 months prior to the inception of the period of cover.

26.3 Sublimit of Indemnity

We are only liable to indemnify you under this Extension for pursuit costs up to an amount not exceeding:

(i) 75% of your pursuit costs; or

(ii) 25% of the outstanding amount due under contract;

whichever is the lesser.

However, we are only liable to indemnify you for an amount not exceeding $100,000 in the aggregate during the period of cover.

26.4 Deductible

You must pay all pursuit costs up to an amount of $2,000 before we are liable to indemnify you under this Extension.

26.5 Additional exclusions applicable to this Extension

We are not liable to indemnify you in respect of pursuit costs directly or indirectly based upon, attributable to, or in consequence of:

(i) the payment or failure to pay any tax imposed or charge levied by, or entitled to be levied by, any Government or statutory authority, or pursuant to any statute; or

(ii) the transit by sea or air of any goods or property of any kind; or

(iii) pollution, seepage or contamination of whatever nature caused by or allegedly caused by you; or

(iv) you acting in collusion with any other person or entity; or

(v) any pursuit costs incurred without our prior written approval. Please contact us to confirm approval for these costs; or

(vi) any matter, cause of action or right of entitlement which is the subject of any compulsory third party motor insurance or accident compensation scheme or workers compensation of workers accident scheme; or

(vii) you acting as a director, or holding any other position or office in a corporation; or

(viii) any matter, cause of action or right of entitlement in relation to the death or bodily injury of any person or the contraction, acceleration or aggravation of any disease by any person; or

(ix) the payment of any fine, penalty, compensation or damages of any kind.

27. Breach of Privacy: Response Costs and Fines and Penalties

We will pay the:

(a) privacy breach response costs incurred as a result of any privacy breach first discovered by you and notified to us during the period of cover in relation to personal information collected during the provision of professional services, regardless of whether a claim has been made against you;

(b) fines and penalties payable by you arising from such privacy breach, provided that this indemnity does not extend to any such fine or penalty:

(i) for which we are legally prohibited from indemnifying you under any law;

(ii) based upon, attributable to or in consequence of any recklessness or any wilful, intentional or deliberate failure to comply with any lawful notice or direction, enforcement action or proceeding under any legislation or regulation.

Cover under this Extension shall not exceed $100,000 in the aggregate for the period of cover, unless otherwise stated in the schedule.

28. Fidelity Insurance

We will indemnify the insured for direct financial loss discovered and notified to us during the period of cover resulting from any dishonest, fraudulent or malicious act of any employee or officer, whether committed alone or in collusion with others.

Our liability to indemnify you under this Extension is subject to the following:

(a) we are not liable to indemnify you under this Extension if you personally committed or condoned any act, omission or breach excluded by Exclusion 42 ‘Fraud and Dishonesty’;

(b) you must bear any costs or expenses that you incur in establishing or substantiating the existence or amount of the direct financial loss;

(c) you must bear any direct financial loss that you incur as a consequence of any act or omission occurring after the date that you discover, or have reasonable suspicion of, the dishonest, fraudulent, malicious or reckless act or omission;
(d) all interrelated individual dishonest, fraudulent or malicious acts shall be deemed to constitute a single loss under this Extension.

Cover under this Extension shall not exceed the Fidelity Guarantee limit of indemnity specified in the schedule in the aggregate during the period of cover. The Fidelity Guarantee deductible specified in the schedule shall apply to each direct financial loss covered under this Extension.

29. Subsidiaries – Pre-Acquisition Liability

We agree to indemnify a subsidiary against all civil liability for damages and awards of claimants’ costs arising from any claim that is first made against the subsidiary during the period of cover and is notified to us during the period of cover in respect of any act, error or omission committed or alleged to have been committed by the subsidiary before the date that you acquired the subsidiary but after the retroactive date specified in the schedule in respect of its conduct of the same profession as your professional services.

30. Joint Ventures

Automatic Extension 17 ‘Joint Ventures’ shall be extended to provide indemnity for your joint and individual civil liability for damages and awards of claimants’ costs in respect of any claim made against you during the period of cover, but only in respect of joint venture(s) named in the schedule.

31. Previous Business

We agree to extend indemnity for any claim made during the period of cover against such person who is or becomes a principal, or officer of yours in respect of civil liability for damages and awards of claimants’ costs incurred or alleged to have been incurred on the part of such person in the conduct of the same profession as your professional business before that person joined you.

32. Run-Off after Merger, Takeover or Sale

In the event of the insured being subject to a merger, takeover or sale during the period of cover, then on application by the insured as soon as reasonably possible after the merger, takeover or sale is completed or becomes effective, we may extend cover to apply in respect of claims first made against you, or inquiries first commenced and involving you, for a period of up to 84 calendar months from the expiry date of the period of cover but only for claims that arise from acts, errors, omissions or other conduct occurring prior to the date of such merger, takeover or sale.

This Extension is only available if the insured accepts the additional terms, conditions, exclusions or premium as we may require.

If cover is so extended, Automatic Extension 20 ‘Newly Acquired or Created Subsidiaries’, and Automatic Extension 12 ‘Extended Notification Period’ are deleted from this policy from the effective date of such merger, takeover or sale.

33. Incoming Continuous Cover

We agree to indemnify you against civil liability for damages and awards of claimants’ costs in respect of any claim first made against you during the period of cover, that arises out of facts which first became known to you prior to the period of cover where:

(a) you held professional indemnity insurance at the time the facts first became known to you (the “previous policy period”); and

(b) but for your failure to notify you previous professional indemnity insurer of the facts during the “previous policy period”, you would have been entitled to indemnity under a previous policy; and

(c) but for the ‘Prior Claims/ Circumstances’ Exclusion you would be entitled to indemnity under this policy; and

(d) you have not committed or attempted to commit fraudulent non-disclosure or fraudulent misrepresentation.

We are only liable to indemnify you to the extent that we are obliged to indemnify you under the terms and conditions of this policy, but in no circumstances shall the cover granted by this Extension be greater than the terms and conditions of the policy in effect during the “previous policy period” (including the limit of indemnity and deductible).

We may reduce our liability to you by the amount that fairly represents the extent to which we have been prejudiced as a result of the late notification. For the purposes of this Extension, prejudice will include lost opportunities to resolve the claim and difficulties or increased costs incurred in defending a claim due to the delay in notification.
34. Workplace Statutory Liability Insurance

Notwithstanding Exclusion 41 ‘Fines and Penalties’ and Exclusion 43 ‘Obligation to Employees’, we will pay on your behalf all defence costs and any fines and penalties incurred in connection with any claim first made against you during the period of cover for any act, error, omission or other conduct that gives rise to a notifiable incident under work health and safety legislation in Australia, provided that the conduct giving rise to the claim was not intentional, wilful, reckless or deliberate.

We will not be liable to indemnify you for any fine or penalty for which we are legally prohibited from indemnifying you under any law.

Cover under this Extension shall not exceed $250,000 in the aggregate for the period of cover.

35. Collateral Warranties

Notwithstanding Exclusion 40 ‘Assumed Duty or Obligation’, we agree to indemnify you against civil liability for damages and awards of claimants’ costs in respect of any claim that is first made against you during the period of cover in respect of any collateral warranties or similar agreements provided to us by you, and where we have specifically agreed in writing to indemnify you in respect of such collateral warranty or similar agreement.

We are only liable to indemnify you to the extent that the benefits of such warranties or agreements are not greater or longer lasting than those given to the party with whom you originally contracted to provide professional services, and only to the extent that such liability would have attached to you in the absence of such contractual duty, term or agreement.

For the purpose of this Extension, we are not liable to indemnify you in respect of any claim directly or indirectly based upon, attributable to, or in consequence of any:

(a) liability arising from the provision by you of an express term guaranteeing or warranting the fitness for purpose or similar;

(b) liability arising under any express guarantee that the works will satisfy any particular performance specification or any express guarantee relating to the period of the project;

(c) any express contractual penalty of a financial nature or liquidated damages.

36. Novated Contracts

We agree that the ‘Assumed Duty or Obligation’ Exclusion does not apply to a duty or obligation assumed by you under a novated contract where:

(a) you purchase or acquire another business or contract;

(b) you assume responsibility for professional services previously undertaken by another party; or

(c) your contract to provide professional services is novated to another party.

We are not liable to indemnify you under this Extension in respect of:

(i) liabilities in the novated contract that were not otherwise covered by the policy prior to such contract being novated; or

(ii) any additional liabilities you incur by virtue of the novation of a novated contract to you.

For the purposes of this Extension, a novated contract is any contract noted as such by way of endorsement to this policy.

37. Proportionate Liability Waiver

We agree that Exclusion 40 ‘Assumed Duty or Obligation’ does not apply to liability assumed by you under a contract by reason of having contracted out of the operation of the Proportionate Liability Legislation.

Part 4 – Exclusions

We shall have no liability under this policy, including in respect of any claim or cost or expense or indemnity or payment or loss, arising out of, based upon, attributable to or in consequence of:

38. Asbestos

asbestos or any materials containing asbestos.

39. Associated persons or entities

any claim made by or on behalf of:

(a) any insured person or entity; or
(b) any parent, successor or assign of any insured person or entity, or
(c) any entity in which an insured person or entity or the management of the insured or subsidiary has an executive or controlling interest, or
(d) any officer or employee unless such claim is made by or on behalf of an officer or employee as a customer or client of yours.

40. Assumed Duty or Obligation

any duty or obligation assumed by you outside the normal course of your professional business.

41. Fines and Penalties

punitive, aggravated, multiple or exemplary damages, or fines or penalties imposed by law.

This exclusion shall not apply to compensatory civil penalties, provided that:

(a) our total liability for the payment of compensatory civil penalties during any one period of cover shall not exceed $250,000 in the aggregate, which amount shall form part of and is not in addition to the limit of indemnity;
(b) we will not be liable to indemnify you for any compensatory civil penalty for which we are legally prohibited from indemnifying you under any law;
(c) we will not be liable to indemnify you for any compensatory civil penalty based upon, attributable to or in consequence of any:
   (i) wilful, intentional or deliberate failure to comply with any lawful notice or direction, enforcement action or proceeding under any legislation;
   (ii) recklessness;
   (iii) requirement to pay taxes, rates, duties, levies, charges, fees or any other revenue or impost.

42. Fraud and Dishonesty

(a) the gaining of or intentional attempt to gain profit, remuneration or advantage to which you were not legally entitled; or
(b) dishonest, fraudulent, malicious, wilful or criminal act or omission by you or your consultants, subcontractors or agents;

in the event that any of the above is established by final adjudication of a judicial or arbitral tribunal or by your written admission.

43. Obligation to Employees

bodily injury, mental injury, sickness, disease or death of any employee or damage to or destruction of any property of an employee, including loss of use, arising out of or in the course of their employment.

44. Radioactivity and Nuclear Risk

ionising radiation or the contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of any nuclear fuel.

45. Prior Claims/Circumstances

(a) disclosure to us in the submission, of any claim, inquiry, investigation, conduct, fact or matter regardless of how it is expressed; or
(b) facts or conduct which have or has been notified under any earlier policy; or
(c) facts or conduct which you knew, or ought reasonably to have known, prior to the commencement of this policy might give rise to a claim or inquiry; or
(d) any proceeding, inquiry or similar process which you knew prior to the commencement of this policy, or ought reasonably to have known, was on foot, or any proceeding, inquiry or similar process derived from essentially the same facts as in such proceeding, inquiry or process.

46. Retroactive Date

any civil liability, act, error or omission or other conduct which first occurs before the retroactive date specified in the schedule.

47. Trading Debts

any trading debt that you incur or any guarantee that you give for a debt.
48. USA Jurisdiction
(a) any claim made in or determined pursuant to the law of the United States of America or any of its territories or protectorates, or any inquiry conducted in the United States of America or any of its territories or protectorates; or

(b) the enforcement of judgments, orders or awards obtained within or determined pursuant to the law of the United States of America or any of its territories or protectorates.

49. War and Terrorism
war (declared or otherwise), terrorism, warlike, military, terrorist or guerrilla activity, sabotage, force of arms, hostilities (declared or undeclared), rebellion, revolution, civil disorder, insurrection, usurped power, confiscation, nationalisation or destruction of or damage to property by or under the order of, any governmental, public or local authority or any other political or terrorist organisation.

50. Costs Estimates
any estimate of construction cost or cost estimate being exceeded except where such estimates are compiled and documented by a registered quantity surveyor or other appropriately qualified professional.

51. Insolvency
the insolvency, liquidation, administration or receivership of you or any party involved in any project or contract.

52. Insurance and Financial Advice
(a) any failure to effect or maintain insurance, surety or bond; or

(b) advice on insurance; or

(c) advice on investment, marketing, financial or tax matters; or

(d) the provision of finance.

53. Manufacturing, Construction and Property Development
(a) defects or alleged defects in any product manufactured, supplied, installed, assembled, erected or maintained by you except to the extent that such defects are attributable to faulty design or specification by you or on your behalf; or

(b) any defects in construction, assembly, installation, erection or maintenance other than where a claim is attributable to faulty design or specification by you or on your behalf; or

(c) supervision of any construction, assembly, installation, erection or maintenance unless such supervision is provided as a specifically contracted construction manager or project manager (but not including supervision as would be undertaken in a capacity normally provided by a building or engineering contractor acting in such capacity alone); or

(d) your activities as a property developer.

54. Use of Property
the ownership, use, occupation or leasing of any property by you, to or on your behalf.

55. Personal Injury and Property Damage
(a) bodily injury, sickness, disease, mental injury, mental anguish, nervous shock, emotional distress or death of any person; or

(b) physical loss of, damage to, or destruction of any tangible property including any loss of use of tangible property,

unless directly arising out of your provision of or failure to provide professional services.
Part 5 – Claims Conditions

56. Notification

You must notify us of any claim made against you during the period of cover as soon as practicable after the claim is made. You must give notice of any claim, loss or other matter in writing, and send it to:

The Claims Manager, Professional Risks Division
Allianz Australia Insurance Limited GPO Box 9870, Melbourne VIC 3000.

57. Co-operation

You must at your own cost:

(i) render all reasonable assistance to us and cooperate in the defence of any claim or inquiry and the assertion of indemnification and contribution rights;

(ii) give such information and assistance to us as we may reasonably require to enable it to investigate any claim or inquiry or determine our liability under this policy.

58. Mitigation

You must use all due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any civil liability, defence costs or any other costs or loss in respect of which we are liable to indemnify you under this policy.

59. Our Consent

You shall not admit or assume any liability, enter into any settlement agreement or consent to any judgment in relation to any claim or inquiry without our prior written consent.

60. Defence and Settlement

We do not assume any duty to defend, and you shall defend and contest any claim made against you unless we elect in writing to take over and conduct the defence and settlement of any claim. If we do not so elect, we shall be entitled, but not required, to participate fully in such defence and the negotiation of any settlement, having regard to your interests and acting reasonably.

If there is any dispute between us and you about whether to agree to a proposed settlement or about whether a claim should continue to be defended the dispute shall be dealt with in accordance with Condition 61 ‘Disputes and Allocation’.

61. Disputes and Allocation

61.1 Disputes

Neither we nor you may require the other to contest any claim unless Senior Counsel advises that the claim should be contested.

In formulating his or her advice, Senior Counsel must take into consideration the damages and costs which are likely to be recovered by the plaintiff, the likely defence costs and your prospects of successfully defending the claim.

61.2 Allocation

In the event there are a number of causes which contribute to a claim made against you, we agree to indemnify you in respect of your liability for that part of the claim, including defence costs, which is covered under the policy irrespective of whether one or more of the other causes is excluded under the policy.

Both parties will use their best efforts to agree upon what is attributable to indemnified and excluded causes. In the event that an agreement cannot be reached a Senior Counsel shall determine, as an expert but not an arbitrator, the causes of the loss and the percentage attributable to each cause. Until such Senior Counsel has made his or her determination, we may, at our absolute discretion, pay such amount insured under this Condition as we consider appropriate.

61.3 Appointment of Senior Counsel

If a claim is made against you, we may nominate a Senior Counsel. If we nominate a Senior Counsel, you must notify us whether or not you approve of our nominee as soon as practicable. If we cannot agree with you upon Senior Counsel within a reasonable time, Senior Counsel will be such person as the President of the New South Wales Bar Association appoints.

61.4 Costs of Senior Counsel’s Opinion

The cost of Senior Counsel’s opinion is included in the defence costs.

61.5 Meaning of ‘Senior Counsel’

For purposes of this clause, ‘Senior Counsel’ means a practising barrister who is entitled to practice as a Queens Counsel or Senior Counsel in Australia or New Zealand.

62. Election to Contest

If we recommend settlement of any claim and you do not agree to such settlement, you may elect to contest the claim. However, our liability in connection with the claim is then limited to the amount we recommend in settlement plus defence costs incurred with our consent up to the date we recommend settlement to you.

Please contact us to confirm approval for these costs.
Part 6 – Other Conditions

63. Assignment
This policy and any rights under or in respect of it cannot be assigned by you without our prior written consent. We will not unreasonably withhold our consent.

64. Cancellation
(i) You may cancel this policy by giving notice in writing to us. If such notice is given, the cancellation will take effect on the day the notice is received by you.
(ii) We may cancel this policy in any of the circumstances set out in the Insurance Contracts Act 1984. Such cancellation is to take effect 30 days from the time notification is received by you.
(iii) Upon cancellation by you or us, you will receive a pro rata refund of net premium for the unexpired portion of the period of cover and less any applicable statutory charges, subject to no claims or circumstances or inquiries having been made during the period of cover.
(iv) When the premium is subject to adjustment, cancellation will not affect your obligation to supply to us such information as is necessary to permit the premium adjustment to be calculated and to pay the amount of the adjustment applicable up to the date of cancellation.

65. Change of Control
We shall not be liable to make any payment or to provide any services in connection with any claim or inquiry arising out of, based upon or attributable to any civil liability, act, error or omission or other conduct committed after the occurrence of a merger, take over, or sale, except to the extent that there is cover under Optional Extension 32 ‘Run-off after Merger, Takeover or Sale’, and such cover has been included under this policy.

66. Currency
All monetary amounts under this policy are expressed and payable in Australian currency. If judgement is rendered, settlement is denominated or other amount payable under this policy is stated in a currency other than Australian dollars, payment under this policy shall be made in Australian dollars at the cash rate of exchange for the purchase of Australian dollars determined by the free market rate of exchange as published in the currency conversion website www.oanda.com, or if no longer current, a currency conversion website selected by us on the date the final judgement is reached or the amount of the settlement is agreed upon.

67. GST
The amount that we are liable to pay under this policy will be reduced by the amount of any input tax credit that you are or may be entitled to claim for the supply of goods or services covered by that payment.

If you are entitled to an input tax credit for the premium, you must inform us of the extent of that entitlement at or before the time you make a claim under this policy. We will not indemnify you for any GST liability, fines or penalties that arise from or is attributable to your failure to notify us of your entitlement (or correct entitlement) to an input tax credit on the premium.

If you are liable to pay a deductible under this policy, the amount payable will be calculated after deduction of any input tax credit that you are or may be entitled to claim on payment of the deductible.

68. Plurals, Headings and Titles, Interpretation
Words and expressions in the singular shall include the plural, and vice versa. Also, where a term of this policy is not specifically defined, it is agreed that the definition normally attributed to it by any applicable law or business practice shall apply.

This policy, its schedule and any endorsements are one contract in which, unless the context otherwise requires:
(i) headings are descriptive only, not an aid to construction;
(ii) singular includes the plural, and vice versa;
(iii) the male includes the female and neuter;
(iv) all references to specific legislation include amendments to and re-enactments of such legislation, and
(v) references to positions, offices or titles shall include their equivalents in any jurisdiction in which a covered claim is made or covered inquiry conducted.

69. Scope and Governing Law
Any issue relating to the construction, validity or operation of this policy shall be determined in accordance with the laws of the Commonwealth of Australia and the Australian State or Territory in which the policy is issued. Except as otherwise provided herein, the parties submit to the exclusive jurisdiction of the Australian courts.
70. Subrogation

Unless otherwise stated in the policy, in the event of any payment under this policy, we shall be subrogated to all of your rights of recovery in respect of such payment. In addition, you shall execute all and any reasonable documentation and take reasonable steps to do any other things, at your own cost, as may be necessary to enable us to bring an action or suit for such recovery.

Any recovery received shall first be applied against the costs of the recovery proceeding, then any payment made by us and then to any balance remaining thereafter being remitted to you up to the amount of any uninsured loss.

You shall not do anything which shall prejudice our rights under this Condition.

We agree not to exercise any such rights of recovery against any officer or employee unless it is established that the ‘Fraud and Dishonesty’ Exclusion applies to the claim and the officer or employee.

In our sole discretion, we may, in writing, waive any of its rights set forth in this Condition.

71. Alteration to Risk

71.1 You must notify us as soon as practicable of any material alteration to risk during the period of cover if you know, or ought reasonably to have known is relevant to our decision to insure you and the terms on which we will insure you, including:

(a) if you submit to voluntary bankruptcy, receivership or liquidation; or
(b) if you fail to pay debts; or
(c) if you breach any other obligation giving rise to the appointment of a receiver, bankruptcy, or winding up proceedings; or
(d) any material change in the nature of the professional services.

71.2 Where such notice is given and/or where there is any material alteration to the risk, we reserve the right to cancel this policy in accordance with the Insurance Contracts Act 1984 (Cth). We may cancel this policy if there is a change in the circumstances of the risk during the period of insurance and we can’t reach an agreement with you on altered terms and conditions; or we are no longer prepared to insure you because there has been a material change to the risk.

71.3 Notwithstanding 71.2, in the event that you should become bankrupt or insolvent, we shall not be relieved thereby of the payment of any claim hereunder solely due to such bankruptcy or insolvency.

72. Sanctions

Irrespective of any other provision of the policy, we shall not be deemed to provide cover or be liable to pay any claim or provide any benefit (including a refund of a premium) hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would contravene or otherwise expose us to any penalty, sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, New Zealand, the European Union, United Kingdom or United States of America.
Part 7 – Definitions

In this policy, unless the context requires otherwise:

(a) **claim** means
   (i) a written or verbal demand by a third party for compensation or **damages**; or
   (ii) a civil proceeding brought by a third party for recovery of compensation or **damages**,
   in respect of an actual or alleged breach of professional duty.

(b) **currency** means
    any negotiable instruments, bearer bonds, coupons, stamps, money, bank or currency notes.

(c) **damages** means
    any amount that you shall be legally liable to pay as monetary compensation in respect of judgments or arbitral awards rendered against you, or settlements entered into with our prior written consent.

(d) **deductible** means
    the amount specified as such in the schedule.

(e) **defence costs** means
    all reasonable legal fees, costs and expenses, including disbursements for which you are legally liable and which you incurred after a claim is made, with our prior written consent (such consent not to be unreasonably delayed or withheld), in the investigation, defence, adjustment, settlement or appeal of any claim. Please contact us to confirm approval for these costs.

(f) **direct financial loss** means
    the physical loss of currency belonging to you or in your care, custody or control, sustained by you directly as a result of a dishonest, fraudulent or malicious act. It does not mean:
    (i) costs, fees or expenses of prosecuting or defending any demand, claim or legal proceeding resulting from a direct financial loss covered by this policy;
    (ii) costs, fees or other expenses in establishing the existence or amount of any direct financial loss;
    (iii) salary, wages, commissions, fees, bonuses, promotions, awards, profit-sharing, superannuation or any other remuneration of any employee or officer;
    (iv) complete or partial non-payment under any credit arrangement;
    (v) interest or other indirect or consequential loss.
    This means we don’t cover you for anything not expressly described in the cover sections of this policy. Some examples of what we won’t pay for include loss of income and loss of profits;
    (vi) any financial loss sustained, whilst in the care, custody control of any financial institution or armoured security company;
    (vii) expenses incurred in replacing data or redesigning of software;
    (viii) loss sustained by one insured person or entity to the advantage of another insured person or entity.

(g) **discovered** means
    when an officer first becomes aware of facts which would cause a reasonable person to believe that a direct financial loss has been or is likely to be incurred, even though the exact amount or details of the direct financial loss are not known at the time of discovery.

(h) **employee** means
    any natural person who is, has been or during the period of cover becomes expressly engaged under a contract of employment with any insured or subsidiary.

(i) **inquiry** means
    (i) an investigation, examination or inquiry by any professional body of which you are a member, or external official person or body having legal authority to conduct an investigation, including a Royal Commission, into your professional services and for which:
    (a) the notice or process requiring you to attend or to produce documents or answer questions is first served during the period of cover; or
    (b) you are identified in writing during the period of cover by such authorised person or body as a target of the investigation, examination or inquiry; or,
    (ii) a raid on, or on-site visit to, you which first takes place during the period of cover by a regulator, government body or any other external official person or body having legal authority to conduct an investigation into the provision of your professional services and which involves you in the production, review, copying or confiscation of documents or an interview; or
(iii) a public announcement relating to (ii) above made by the authority performing the raid or on-site visit.

It is not necessary that a claim is made against you. However, inquiry does not include:

(iv) any of (i), (ii) or (iii) above that relates to an industry event or practice and not specifically to your conduct providing professional services;

(v) routine regulatory supervision, inspection or compliance reviews.

(j) inquiry costs means

all reasonable legal costs and expenses for which you are legally liable and which are incurred by you, with our prior consent (such consent not to be unreasonably delayed or withheld), for legal representation in connection with, preparation for, attendance at or compliance with an inquiry. Please contact us to confirm approval for these costs.

(k) insured means

the organisation or natural person(s) specified as such in the schedule.

(l) limit of indemnity means

the amount specified as such in the schedule.

(m) mitigation costs means

all costs and expenses necessarily incurred by you that are:

(i) directly, solely and exclusively attributable to; and

(ii) reasonably incurred;

to mitigate or rectify an error or omission that could have resulted in a claim being made against you and for which the policy would respond if a claim had been made.

It does not mean or include:

(i) your loss of opportunity, revenue or profits;

(ii) amounts paid by you solely for the purpose of reducing or removing reputational risk to the business;

(iii) damages, compensation or other payments made, or consideration given, to customers, clients or potential claimants;

(iv) any amount once a claim is made.

(n) officer means

(i) a director or secretary of the insured or subsidiary, or

(ii) a person:

(a) who makes, or participates in making, decisions that affect the whole, or a substantial part, of the business of the insured or subsidiary; or

(b) who has the capacity to affect significantly the insured’s or subsidiary’s financial standing; or

(c) in accordance with whose instructions or wishes the directors of the insured or subsidiary are accustomed to act (excluding advice given by the person in the proper performance of functions attaching to the person’s professional capacity or their business relationship with the directors or the insured or subsidiary).

(o) period of cover means

the period of time specified as such in the schedule.

(p) personal information means information or an opinion about an identified individual, or an individual who is reasonably identifiable:

(i) whether the information or opinion is true or not; and

(ii) whether the information or opinion is recorded in a material form or not.

(q) privacy breach means an actual, alleged or suspected breach, for which you are legally responsible, of applicable privacy and data protection laws as may be in force from time to time which regulate the collection, storage, use and disclosure of personal information, including the Privacy Act 1988 (Cth) (including the Australian Privacy Principles), Spam Act 2003 (Cth), Do Not Call Register Act 2006 (Cth) and any applicable state and territory laws, regulations or binding rules or guidelines of any applicable regulatory or statutory authority or government agency.
privacy breach response costs means the reasonable and necessary costs incurred by you, with our prior consent, to notify any client, third party or regulator in accordance with your legal or regulatory duties as a result of any actual, alleged or suspected privacy breach. Please contact us to confirm approval for these costs.

It does not mean or include:

(i) public relations expenses;

(ii) your overheads, staff or officer remuneration or management time;

(iii) damages or other payments made or payable to any third party;

(iv) fines or penalties; or

the costs and expenses of complying with any order for, grant of or agreement to provide injunctive or other non-monetary relief.

professional services means

the professional services provided by you for a fee or other remuneration in respect of the professional business as specified in the schedule.

public relations expenses means

all reasonable payments incurred by you with our prior written consent (such consent not to be unreasonably delayed or withheld) for public relations, crisis management or legal services reasonably required to prevent or minimise adverse or negative publicity as a direct result of a claim or inquiry covered by this policy. Please contact us to confirm approval for these costs.

It does not mean or include:

(i) response costs as defined under Optional Extension 27 “Breach of Privacy: Response Costs and Fines and Penalties”;

(ii) your overheads, staff or officer remuneration or management time;

(iii) compensation or other payments made to customers, clients or potential claimants;

(iv) fines or penalties; or

(v) the costs and expenses of complying with any order for, grant of or agreement to provide injunctive or other non-monetary relief.

submission means

each and every proposal form, the statements, and representations therein, its attachments and all other material information submitted to us in respect of this policy.

subsidiary means

any entity at the commencement of the period of cover that the insured either directly or indirectly:

(i) controls the composition of the board of directors;

(ii) controls more than half of the voting power; or

(iii) holds more than half of the issued share capital.

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.

we, us, our means

Allianz Australia Insurance Limited, ABN 15 000 122 850, AFS Licence No. 234708.

you, your means

(i) the insured and any subsidiary thereof; and

(ii) any officer but only when acting within the scope of their duties in the performance of professional services (as distinguished from carrying out duties as an officer of the insured in relation to the insured’s own affairs); or

(iii) any employee but only when acting within the scope of their duties in the performance of professional services.
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