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About Ansvar

Insurance from one of Australia’s leading specialist insurers

Ansvar is a leading specialist commercial and consultative insurer offering tailored insurance products and services to the Care, Community Service (including Not-for-Profit), Education, Faith and Heritage sectors. With more than 50 years of experience in the Australian insurance industry we’ve developed a deep understanding of our clients’ needs, risks and challenges they face, as well as the environments in which they operate.

Ansvar is owned by the Ecclesiastical Insurance Office plc, est. 1887, a leading insurer of heritage, religious and charitable organisations in the UK.

Our approach

Service is paramount at Ansvar, and our team is committed to consistently providing the best client experience possible.

Our dedicated claims team is focused on quickly solving the problems of our clients. With a compassionate approach they are always mindful of the reputation of our clients, particularly when handling sensitive claims.

Because Ansvar understands the varied and vast risk exposure of our clients in our core sectors, we offer expert Risk Management advice and practical solutions to help our clients protect their assets and importantly, their people.

Through our expertise and flexible underwriting approach, Ansvar offers tailored insurance solutions to provide the right cover to suit the unique needs of our clients within our core sectors.

Supporting our community

Our goal is to be a valued and recognised contributor to the community. This has been the ethos of Ansvar since our inception.

Each year, through our Community Education Program, Ansvar donates a percentage of our profits to organisations that provide valuable support to improve and enrich the lives of young Australians, so that they may contribute positively to the community in which they live.

About this insurance policy wording

This insurance policy wording is an important document. You should read it carefully before making a decision to purchase this insurance.

In conjunction with the certificate of insurance and/or The Schedule and any endorsements we issue upon acceptance of your proposal, it provides a full description of the terms, conditions and limitations of the insurance cover.

The financial product offered in the insurance policy wording is provided by Ansvar Insurance Limited.

The Table of Contents provides a summary of the content of the insurance policy wording. The purpose of this insurance policy wording is to assist you to understand your insurance policy and enable you to make an informed choice about your insurance requirements.

You will need to read the entire insurance policy wording, certificate of insurance and/or The Schedule for a full understanding of these terms, conditions and limitations.

This Insurance Policy Wording was prepared in December 2018.

Who is the insurer and how can we be contacted?

Ansvar Insurance Limited (Ansvar Insurance), ABN 21 007 216 506, is the issuer of this insurance policy. The registered office of Ansvar Insurance is Level 5, 1 Southbank Boulevard, Southbank, Victoria. The Ansvar Insurance Australian Financial Services Licence number is 237826.

Our contact details are:

Ansvar Insurance
Phone: 1300 650 540
Post: GPO Box 1655, Melbourne, Victoria 3001
Email: insure@ansvar.com.au
Website: www.ansvar.com.au

Cooling off period

We will refund the entire premium you have paid for cover under this insurance policy if you cancel the policy within twenty-one (21) days of its commencement. To do this, you must advise us in writing and return the certificate of insurance and/or The Schedule to your nearest Ansvar Insurance office. The policy will be cancelled with effect from the inception date. You will not receive a refund if you have made a claim or intend to claim under the insurance policy.
**Important information**

**Changes to the insurance policy wording**

Information in this insurance policy wording is subject to change from time to time.

Changes in your insurance policy wording will be communicated to you in several ways and these are:

- if a change will affect you adversely, Ansvar Insurance will issue you with a new insurance policy wording or a supplementary insurance policy wording prior to the renewal of the insurance each year;
- for minor changes which are not materially adverse to you, we will communicate the changes to you in writing at the earliest opportunity;
- information can be obtained by telephoning our toll free number (1300 650 540), calling at one of our offices or visiting our website at www.ansvar.com.au to find out what changes might have occurred;
- if changes have occurred, we will be pleased to provide you with a paper copy of them on request.

**Costs**

The premium payable by you is shown in your Certificate of Insurance and/or The Schedule. The premium payable will be determined considering factors such as those listed below.

Your premium may alter if you make changes to your insurance cover or your circumstances change during the period of insurance.

The factors used to determine the premium payable under this policy include, but are not limited to:

- the nature, age and size of the business;
- the main occupation of the insured and the activities the business are engaged in;
- the extent and nature of professional services supplied and any contractual liabilities assumed by the business;
- the qualification of personnel and extent of supervision/delegation;
- the risk management in place;
- the extent of cover and any extensions required;
- the period of insurance (short-term/annual), and length of retroactive cover;
- the sums insured or limits of liability;
- the excess selected;
- past claims, incidents, proceedings and disciplinary history.

The above list of factors is not exhaustive and we may take other factors into consideration when determining the premium payable under this policy.

Premiums and fees are subject to Commonwealth and State taxes and levies which include the Goods and Services Tax and Stamp Duty and all are shown in the certificate of insurance.

The premium is payable either when the product is purchased or by direct bank debit when you elect to pay it monthly. If you elect to pay monthly there is an additional fee. A cancellation fee may apply if you cancel your insurance policy before expiry.

**Code of Practice and Privacy Act**

As a signatory to the General Insurance Code of Practice we are committed to raising standards of service to our customers. This voluntary code sets out the minimum standards we will uphold in the services we provide to you. More information can be found at www.codeofpractice.com.au or by contacting us.

Our Privacy Policy sets out how we are to collect, use, disclose and protect your personal information. It also describes the circumstances for you to access and, if necessary, correct your personal information.

It is unlikely that we will disclose any of your personal information overseas.

You may access your personal information and, if necessary, to seek to correct your personal information by contacting any of our offices. The information we collect is used to assist us to provide you with our general insurance products and to manage our relationship with you.

At times we rely on third party suppliers (agents, lawyers, other insurance companies, assessors, investigators, loss adjusters, market research and mailing houses) to perform specialised activities for us. Your personal information may be provided to them so that they can carry out their agreed activities.

They are bound by confidentiality and non-disclosure agreements and are prohibited from using the information for any other purpose. These service providers are aware of their obligations under the Privacy Act and the General Insurance Code of Practice.

If you do not wish to provide us with your personal information, we will not be able to supply our policy to you.

**Complaints and disputes**

Ansvar is committed to resolving any complaint you may have in relation to our products, services or handling of your personal information. Our process has 3 key stages.

1. **Make a complaint**

   Please refer your complaint to us using one of the following options:
   - Phone: 1300 650 540
   - Email: insure@ansvar.com.au
   - Post: Ansvar Customer Disputes Resolution
     GPO Box 1655, Melbourne, Victoria 3001

   Your complaint will be reviewed and a response provided to you within 7 business days of us receiving notice of the complaint. Please ensure you provide a telephone number at which you may be contacted.

2. **Refer for internal dispute resolution**

   If you are not satisfied with our response, you may ask us to refer your complaint to our Internal Dispute Resolution Committee. The committee is made up of representatives from across our organisation that have the appropriate knowledge and authority to deal with your complaint. The committee will review your complaint and provide their decision in writing to you within 7 business days from the date of receiving all necessary information about your concerns.
3. Refer for external dispute resolution

Ansvar is a member of the Australian Financial Complaints Authority (AFCA). AFCA was established in 2018 as an independent service to deal with complaints from consumers and small business about financial services and products. If we are unable to resolve your complaint, you may seek advice from AFCA.

Contact the Australian Financial Complaints Authority
Website: www.afca.org.au
Phone: 1800 931 678
Email: info@afca.org.au
Post: GPO Box 3, Melbourne, Victoria 3001

Critical documents

It is important to read/retain the following documents and keep them in a safe and convenient place:
- this document;
- your current certificate of insurance;
- any endorsements.

Remember to regularly review your insurance policy, particularly at renewal to ensure your insurance policy provides the cover that you currently need.

Your duty of disclosure

Before you enter into an insurance contract, you have a duty of disclosure under the Insurance Contracts Act 1984. If we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until we agree to insure you.

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

If you do not tell us something

If you do not tell us anything you are required to tell us, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Goods and Services Tax (GST)

This insurance policy has provision for payment of Goods and Services Tax:
- by you in relation to premiums
- by us in relation to claims

Retroactive liability

The policy does not provide cover in relation to any loss or claim directly or indirectly arising out of, attributable to or in connection with any actual or alleged breach, act, error or omission which occurs prior to the retroactive date as shown in the certificate of insurance and applicable to the insuring clause under which cover would otherwise be available.

Subrogation

The policy contains provisions which provide that following any payment under the policy we will be subrogated to your rights to recovery from others in respect of such payment. The provisions also provide that you must do everything necessary to secure and preserve such rights of subrogation and you must do all things reasonably practicable to avoid or diminish loss covered by the policy. If you fail to do so we may be entitled to refuse or reduce a payment under this policy.
The Policy: Professional Indemnity Insurance

Definitions applicable to the policy

Certain words and phrases that appear in the policy in bold have special meanings as set out below

Where used in the policy:

aggregate limit of liability means the maximum amount payable by us in the aggregate in respect of all losses and claims the subject of cover, and any other payments required, under the policy specified in the certificate of insurance.

business or practice means the business or practice conducted by the insured and described in the certificate of insurance.

certificate of insurance means the certificate of insurance attaching to this wording or any certificate of insurance subsequently issued during the period of insurance.

civil liability means any actual or alleged breach of a duty owed in a professional capacity under any form of civil law by you or any of your employees arising out of any act, error or omission occurring or committed in the conduct of the business or practice. It also extends to breach of contract and breach of fiduciary duty in your or any of your employees’ professional capacity in the conduct of the business or practice.

claim means a demand or assertion of a right to compensation made by a third party which is contained in any oral or written demand and/or legal proceeding or process claiming compensation against and served on you.

costs and expenses means all reasonable legal costs and other expenses incurred by or on behalf of the insured with our prior written consent (such consent which cannot be unreasonably withheld) and extends to solicitors’ fees, counsels’ fees, experts’ fees and disbursements in the investigation, defence, appeal and settlement of a claim.

documents means deeds, wills, agreements, maps, plans, records, written or printed books, letters, certificates, written or printed documents or forms of any nature (excluding any bearer bonds, coupons, bank or currency notes or other negotiable instruments) not being your property but in your physical custody or control and for which you are legally responsible.

electronic data means facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for such equipment.

employee means a natural person (other than an insured person) employed under a contract of service or apprenticeship by you and includes any trainee, volunteer, casual, part-time, seasonal, temporary and work experience personnel. This definition does not include:

i. any current or former principal, partner or director of the insured;

ii. consultants, subcontractors or agents.

endorsement means any document so designated and issued by us, that amends the policy wording or any details specified in the certificate of insurance. An endorsement does not affect the limit of liability, aggregate limit of liability or any other term of the policy, except to the extent expressly provided in the endorsement.

excess means the amount shown in the certificate of insurance payable by the insured.

good samaritan act means treatment administered at the scene of a medical emergency, accident or disaster, by your employee, who is present either by chance or in response to an S.O.S. call following a disaster.

insured, you, your means:

i. insured person;

ii. the incorporated entity or organisation, company or corporation specified as the insured in the certificate of insurance, including any predecessor in the business or practice;

iii. any subsidiary at inception of this policy or as otherwise agreed by us to be covered under extension of new created/acquired subsidiary.

insured person means:

i. any predecessor in the business of the insured;

ii. any person who is, at inception of the period of insurance, a principal, partner or director of the insured but only in respect of work performed while a principal, partner or director of the insured;

iii. any person who becomes, during the period of insurance, an employee of the insured but only in respect of work performed while an employee of the insured;

iv. any former principal, partner or director of the insured but only in respect of work performed while such person was a principal, partner or director of the insured; and/or

v. any consultant, sub-contractor or agent but only to the extent that they are indemnified under Automatic Extension 12 - Consultants, subcontractors and agents.

insurer, we, us, our means Ansvar Insurance Limited ABN 21 007 216 506, AFS Licence No. 237826.

joint venture means any incorporated enterprise undertaken jointly by you and a third party or parties.

investigation means a formal civil, criminal, administrative or regulatory investigation, examination, hearing or enquiry commenced by an official body.

limit of liability means the maximum amount payable by us in respect of each and every claim or investigation, the subject of cover under the policy specified in the certificate of insurance.

loss means compensation payable in respect of your civil liability to a claimant, including the claimant’s reasonable legal costs and other expenses and extends to solicitors’ fees, counsels’ fees, experts’ fees and disbursements. Loss does not mean and the policy does not cover fines, penalties, liquidated damages, punitive, exemplary, and aggravated or multiplication of compensatory damages, taxes, levies, impose duties imposed by a court of law or under any statute or government regulation.

national law means the Health Practitioner Regulations National Law (Victoria) Act 2009 (Vic) and equivalent legislation enacted in any other state or territory of Australia.

official body means any regulator, government or administrative body or agency, official trade body or self-regulatory body legally empowered to investigate the affairs of the insured.

organisation means any company or other incorporated entity under the laws of Australia but excluding any entity whose securities are traded on a primary, secondary or other market in the United States of America or its territories and/or protectorates.
**period of insurance** means the period of insurance shown in the certificate of insurance.

**policy** means the certificate of insurance, this document (Insuring Clauses, Definitions, Limit of Liability and excess, policy extensions, policy exclusions, claims conditions and all other terms contained therein), and any endorsement attaching at inception or during the period of insurance.

**pollutant** means any solid, liquid, gaseous, biological or thermal irritant or contaminant including but not limited to: smoke, vapour, fumes, noise, odour or any other emission, electric or magnetic or electromagnetic fields, soot, acids, alkanes, chemicals, waste or material to be recycled, reconditioned or reclaimed, waste water, oil or oil products, infectious or medical waste.

**proposal** means the completed, signed and dated insurance application form or renewal declaration document provided to us by the insured which contains information supplied by the insured.

**relative** means an insured’s:

i. **spouse**;

ii. **parent**;

iii. **children or siblings**.

**retroactive date** means the retroactive date shown in the certificate of insurance. We do not provide cover under the policy for any liability or loss arising from the conduct of the professional activities of your business or practice when the conduct occurred prior to the retroactive date shown in the certificate of insurance.

**securities** means any share, debenture, stock, note, warrant, option, or any security for debt or equity issued or given by you.

**senior counsel** means a barrister holding a current practising certificate entitled to practise as a Queen’s Counsel or senior counsel in Australia.

**sexual abuse** means any attempted or committed physical or verbal act, communication, contact or other conduct of a sexual nature including but not limited to assault, intimidation, bullying, harassment, discrimination, lewdness or any type of molestation whether such act is the subject of criminal investigation or not.

**spouse** means a lawful spouse, domestic partner (including without limitation same sex partner) or any person deriving similar status by reason of the common law or statute.

**subsidiary** means any company or other incorporated entity under the laws of Australia or other organisation which is either directly or indirectly controlled by any incorporated entity, entities or organisations named as the insured in the certificate of insurance and whose accounts are consolidated with such entity in accordance with Australian Accounting Standards.

**terrorism act** means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division of that nation, or in pursuit of political, religious, ideological, ethnic or similar purposes or reasons to intimidate the public or a section of the public of any nation, by any person or groups of persons whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto, and which:

i. involves force or violence against one or more persons, or threat thereof; or

ii. involves damage to property; or

iii. endangers life other than that of the person committing the action; or

iv. creates a risk to health or safety of the public or a section of the public; or

v. is designed to interfere with or disrupt an electronic system.

**volunteer** means any person engaged by you to work or to provide services to you or on your behalf for your benefit in the carrying out of your business or practice who receives no remuneration or monetary consideration for the services rendered.
The contract between you and Ansvar Insurance

Operative Clause
In consideration of your payment of the premium and subject to the terms and conditions of the policy, we will provide cover under each insuring clause, automatic extension and, if applicable, any endorsement to the policy subject to the aggregate limit of liability and the limit of liability listed in the certificate of insurance.

This insurance contract will commence from the time we provide written acceptance of your proposal and cover will conclude at 4.00pm local standard time on the date shown in the certificate of insurance.

We do not provide cover under the policy for any liability or loss arising from the conduct of the professional activities of your business or practice when the conduct occurred prior to the retroactive date shown in the certificate of insurance.

If the terms of the policy are not observed, cover may be reduced or cancelled. No variation of the policy will be effective, except where made by written endorsement.

Claims made and notified
The policy operates on a 'claims made and notified' basis which means that subject to the terms and conditions of the policy you are covered for:

1. Claims first made against you during the period of insurance and notified to us during such period providing you were not aware at any time prior to the commencement of such period of any circumstances which could lead to a claim being made against you; and
2. facts you first became aware of during the period of insurance which may lead to a future claim providing you notify us during such period of such facts pursuant to s.40(3) of the Insurance Contracts Act 1984 (Cth) which provides:

"Where the insured gave notice in writing to the Insurer of facts that might give rise to a claim against the insured as soon as reasonably practicable after the insured became aware of those facts but before the insurance cover provided by the contract expired, the Insurer is not relieved of liability under the contract in respect of the claim, when made, by reason only that it was made after the expiration of the period of the insurance cover provided by the contract".

Interpretation
Where headings are used in the policy, they are purely descriptive in nature and are not intended to be used for interpretative purposes. Words importing the singular number shall include the plural and vice versa.

Insuring Clauses applicable to the policy

1. Civil Liability
We agree to indemnify you for loss in connection with your civil liability to pay compensation (including claimant’s legal costs and expenses), arising from any claim both first made against you and notified to us during the period of insurance in the conduct of the professional activities of your business or practice.

2. Supplementary Payments: Costs and Expenses
We agree to pay costs and expenses in connection with the investigation, defence and/or settlement of any claim indemnified by Insuring Clause 1 - Civil Liability of, and otherwise covered by the policy.

Limit of liability applicable to the policy

1. The total amount payable by us under the policy shall not exceed the limit of liability for each and every claim and the aggregate limit of liability for all claims in the aggregate as set out in the certificate of insurance.

2. Unless otherwise specified in the certificate of insurance or by endorsement to this policy, the limit of liability specified in the certificate of insurance is exclusive of costs and expenses and we agree to pay costs and expenses in addition to the limit of liability. Provided always that if a payment is made to dispose of a claim which is in excess of the limit of liability available under this policy, our liability for such costs and expenses shall be such proportion thereof as the limit of liability available under this policy bears to the amount paid to dispose of the claim.

3. For the avoidance of doubt, where the amount required to satisfy a loss exceeds the limit of liability shown in the certificate of insurance, only the unexpired portion of the aggregate limit of liability shall remain available for cover subject to the terms and conditions of the policy.

Excess applicable to the policy
We shall only pay for the amount of any loss which is greater than the excess. The excess is the amount shown in the certificate of insurance and represents the first amount which is payable by you in respect of any loss arising out of any one claim made against you. The excess is inclusive of costs and expenses.

For the purposes of determining if more than one excess applies, all claims that arise from or are attributable to the same loss or series of losses consequent upon or attributable to one source or original cause shall be regarded as one claim.
Insurance clarifications applicable to the policy

For the sake of clarity, the scope of cover under Insuring Clauses 1 - Civil Liability and 2 - Supplementary Payments: Costs and Expenses of this policy, civil liability includes:

1. Competition and Consumer Act 2010 (Cth)

Claims for civil liability for compensation resulting from any breach of the provisions of the Competition and Consumer Act 2010 (Cth) (formerly the Trade Practices Act 1974 (Cth), the Fair Trading Act 1987 (NSW) or similar legislation in other states, but not being claims arising:

a) under the penal or criminal provisions of any of those statutes; or

b) from your conduct or any of your employees which is fraudulent or intended to mislead or deceive.

2. Libel, slander, defamation

Any unintentional libel, unintentional slander or unintentional defamation committed by you or by any of your employees in the conduct of the professional activities of your business or practice.

3. Intellectual property

Any actual or alleged unintentional infringement of trademark, registered design, copyright or patent right or plagiarism or unintended breach of privacy or duty of confidentiality in the conduct of the professional activities of your business or practice.

4. Duties owed

Breach of fiduciary duty owed by the insured to a third party in the conduct of the professional activities of your business or practice.

5. Contractual liability

Contractual liability in the conduct of the professional activities of your business or practice, provided always that:

a) we will not be liable to provide indemnity for any liability assumed by the insured under any contract unless such liability would have attached to the insured in the absence of such agreement; and

b) where a claim is an alleged breach of contract we will not reduce our liability by the mere fact that contributory negligence is not available as a defence.

Automatic Extensions applicable to the Policy

The automatic extensions below are subject to all of the terms and conditions of the policy including the limit of liability, the aggregate limit of liability and coverage under Insuring Clauses 1 - Civil Liability and 2 - Supplementary Payments: Costs and Expenses of the policy.

1. Advancement of defence costs

If we elect not to take over and conduct the investigation, defence or settlement of any claim, we will pay all reasonable costs and expenses associated with that claim as and when they are incurred provided that:

a) we have not denied indemnity for the claim; and

b) our written consent is obtained prior to you or the insured person incurring such costs and expenses (such consent not to be unreasonably withheld).

We reserve the right to recover any costs and expenses paid under this automatic extension from you and/or an insured person severally according to the respective liabilities for such costs and expenses, in the event and to the extent that facts are subsequently established by judgment or other final adjudication which confirm that there was otherwise no entitlement to cover under the policy for such costs and expenses.

2. Dishonesty of employees

Notwithstanding the Exclusion 4 - fraud and dishonesty, we will agree to indemnify you against civil liability for costs and expenses in respect of any claim or claims first made against the insured and notified to the insurer during the period of insurance resulting from any dishonest, fraudulent, criminal or malicious act or omission by any employee occurring or committed in connection with the professional business or activities. Provided that nothing in this automatic extension shall require the insurer to indemnify any employee who has perpetrated any such dishonest, fraudulent, criminal or malicious act or omission.

3. Estates, heirs or legal assigns

We agree to indemnify the estate, heirs or legal assigns of any natural person insured under this in the event of the death or legal incapacity of such person, but only to the extent to which such person would have been entitled to indemnity under Insuring Clauses 1 - Civil Liability and 2 - Supplementary Payments: Costs and Expenses of the policy had such death or legal incapacity not occurred.

4. Continuous cover

Notwithstanding exclusion 8 - prior claims of the policy, we agree to indemnify you for any claim that arises out of facts which first became known to you prior to the period of insurance.

Provided always that:

a) we were your professional indemnity insurer when you first knew of the relevant facts or circumstances; and

b) we have continued without interruption to be your professional indemnity insurer up until this current period of insurance and the date of notification of the claim to us; and

c) had we been notified by you of the known circumstances when you first knew of them, you would have been covered under the policy issued by us in force at that time; and

d) the claim or known circumstance has not previously been notified to us or any other insurer; and

e) the non-disclosure or misrepresentation to us of such facts or circumstances was not fraudulent.
We are only liable to indemnify you under this automatic extension to the extent we would have been required to indemnify you under the terms and conditions of the policy issued by us (including its limit of liability) existing at the time you first knew of those facts or circumstances.

5. Malpractice cover
We agree to indemnify you for:

a) any act, error or omission or conduct for professional services rendered by any nurse, technician or volunteer (but not a medical practitioner or a midwife) for whom you are legally liable; or

b) any act, error, omission or conduct of a registered medical practitioner or healthcare professional, but only in respect of liability attaching to you only.

in the conduct of the professional activities of your business or practice which gives rise to bodily or mental injury or death.

6. Loss or damage to documents
We agree to indemnify you and any of your employees in the event of loss or damage to documents in respect of all costs, charges and expenses reasonably incurred by you or any of your employees in replacing or restoring such documents;

Provided always that:

a) such loss or damage is sustained during the period of insurance while the documents are on your premises or in transit anywhere in the world (other than the United States of America or Canada or their territories or protectorates) or in your custody or of any person to whom you have entrusted them in the conduct of the professional activities of your business or practice; and

b) the amount of any indemnity for such costs, charges and expenses shall be supported by bills and accounts which shall be subject to approval by a competent person to be nominated by us with your consent; and

c) we shall not be liable in respect of loss or damage caused by riot or civil commotion; and

d) the total we will pay under the policy under this automatic extension is sub-limited to $2,000,000 in the aggregate. This sub-limit forms part of and is not in addition to the limit of liability and the aggregate limit of liability.

7. Investigations and inquiries

a) We agree to indemnify you and any of your employees for costs and expenses incurred in connection with attendance at an investigation where formal notice requiring such attendance was served on them and notified to us within the period of insurance, provided that such costs and expenses are incurred with our prior written consent.

b) For the avoidance of doubt, the indemnity provided by this clause applicable to the policy does not include any fine, penalty or order for monetary compensation or such other sum that is otherwise excluded by Exclusion 14 - fines and penalties of the policy.

8. Waiver of excess
No excess shall apply or we agree to reimburse you for any payments made within the excess, in relation to a claim under the policy where final judgment is obtained and you are found not liable in respect of that claim provided always that this automatic extension does not apply to any claim that is settled prior to such final judgment being obtained.

9. Reinstatement in the event of a recovery
Any amounts recovered by us (net of our reasonable expenses associated with such recovery) following a paid claim under the policy shall proportionally reduce the erosion of the limit of liability and aggregate limit of liability shown in the certificate of insurance.

10. Joint venture cover
We agree to indemnify you and any of your employees under the policy in respect of any claim otherwise covered under the policy arising from any joint venture in the conduct of the professional activities of your business or practice but cover shall not extend to any claim brought by or on behalf of any party to the joint venture or any organisation established to conduct, control or manage such joint venture.

11. Good Samaritan Acts
We agree to pay on behalf of any of your employees in respect of legal liability otherwise covered under the policy arising from the rendering of emergency first aid assistance, known as good samaritan acts, to any person other than relatives of the employees who reside with him/her provided, however, we shall not be liable where the employee was acting at the time under a contract of employment with any employer other than you.

12. Consultants, subcontractors and agents
We agree to indemnify you in respect of any claim otherwise covered under the policy as a result of the conduct of any of your consultants, sub-contractors or agents for which you are legally liable in the conduct of the professional activities of your business or practice.

Furthermore, we agree to indemnify any such consultant, sub-contractor or agent themselves, provided always that the relevant act, error or omission giving rise to the claim occurred:

a) in the course of the conduct, by the consultant, sub-contractor or agent, of the professional activities and duties of your business or practice for and on behalf of you; and

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

13. Court attendance costs
We agree to provide up to $500 per day for court attendance costs incurred by you or any of your employees. If you or any of your employees is legally compelled to attend a civil proceeding as a witness in a claim which is covered under the policy;

Provided always that:

the total we will pay under the policy under this automatic extension is sub-limited to $100,000 in the aggregate. This sub-limit forms part of and is not in addition to the limit of liability and the aggregate limit of liability.

14. Public relations expenses
Where the insured retains the services of a public relations consultant for the sole purpose of protecting the insured's reputation that has been brought to question as a direct result of a claim covered by the policy, we agree to pay any reasonable fee, costs and expenses of such public relations consultant.

Provided always that:

a) you must notify us within thirty (30) days of first becoming aware of your reputation being brought into question and provide full written details outlining the circumstances surrounding the event; and

b) we must have given prior written consent to retain the services of such public relations consultants; and
c) the total we will pay under the policy under this automatic extension is sub-limited to $100,000 in the aggregate. This sub-limit forms part of and is not in addition to the limit of liability and the aggregate limit of liability.

15. Merger/takeover/sale/winding-up of insured

If, during the period of insurance, any of the following events occur:

a) you are subject to a merger, takeover, sale; or

b) the appointment of a receiver, controller, administrator or liquidator to the insured or the commencement of a scheme of arrangement or compromise or a winding up process in respect of the insured,

then this policy shall remain in force until the expiry of the period of insurance but only in respect of claims for which you are legally liable in the conduct of the professional activities of your business or practice when such conduct occurred prior to the effective date of the event described in parts (a) or (b) of this automatic extension.

16. New created/acquired subsidiary

We agree to extend the definition of you in the policy to include any new subsidiary created or acquired by you during the period of insurance.

Provided always that:

a) cover only applies in the conduct of the professional activities of your business or practice provided by the new subsidiary occurring within a period of thirty (30) days from the date of the creation or acquisition of the subsidiary;

b) cover only applies to claims in the conduct of the professional activities of your business or practice by the new subsidiary when such conduct occurred subsequent to the date of acquisition or creation of the subsidiary;

c) within the period specified in sub-paragraph (a) above, you shall supply such additional information relating to the new subsidiary as may be required by us and pay any additional premium as may be required to enable us to continue coverage to the expiry of the period of insurance.

17. Past subsidiary organisations

In the event that a subsidiary ceases to be a subsidiary during the period of insurance, then cover under the policy shall continue to apply with respect to any claim made against such subsidiary during the period of insurance.

Provided always that:

c) Payments provided under this clause, shall not include any payments made under Insuring Clause 2 of the policy.

19. Emergency defence costs

If it is not possible for the insured to obtain our consent prior to incurring costs and expenses for a claim covered under this policy, we will waive prior consent provided our consent is obtained within thirty (30) days of the first of such costs and expenses being incurred.

Provided always that:

a) the total we will pay under the policy under this automatic extension is sub-limited to $100,000 in the aggregate. This sub-limit forms part of and is not in addition to the limit of liability and the aggregate limit of liability.

b) If it is established that there is no entitlement to indemnity under this policy for the costs and expenses advanced under this extension, the insured must repay such amounts to us immediately.

20. Sixty (60) day reporting period

The insured may continue to notify the insurer of claims up to sixty days after the expiry of the period of insurance, but only claims first made against the insured during the period of insurance and based on any conduct of the professional activities of your business or practice committed or alleged to have been committed prior to expiry of the period of insurance.

Any notification to the insurer during this sixty (60) day reporting period will be deemed to have been first notified to the insurer during the period of insurance.

21. Extended claim and reporting period

If we refuse at expiry of this insurance to offer any renewal terms and conditions, you and any insured person, shall jointly (but not separately) have the right to request prior to the expiry of the period of insurance an extension of the extended notification period to a period being the period of 12 months immediately following the expiry of the period of insurance; and

b) any claim made and reported to us during this endorsed extended reporting period being deemed to have been made and reported to us immediately prior to the expiry of the period of insurance provided that the claim arises out of civil liability in the conduct of the professional activities of your business or practice which occurred prior to the expiry of the period of insurance and there is no cover for any claim arising out of civil liability in the conduct of the professional activities of your business or practice which occurred after the expiry of the period of insurance.

22. Spousal liability

If a claim against an insured includes a claim against an insured’s spouse solely by reason of:

a) such spouse’s legal status as a spouse of such insured; or

b) such spouse’s ownership interest in property which the claimant seeks as recovery for claims made against such insured,

then the spouse’s legal liability for compensation resulting from such claim will be treated for the purposes of this policy as the liability of the insured.

This automatic extension does not apply to the extent the claim alleges you are legally liable in the conduct of the professional activities of your business or practice by such insured’s spouse.
23. Privacy breach response costs

We agree to pay any reasonable fees, costs and expenses incurred by the insured, with our prior consent, to notify any client, third party or regulator in accordance with the insured's legal liability as a result of any actual, alleged or suspected breach of privacy or duty of confidentiality in relation to personal information collected during the in the course of carrying on your business or practice, regardless of whether a claim has been made against the insured.

Provided always that we shall not be liable for:

a) public relations expenses;

b) wages, overtime, salaries or fees of you or your employees;

c) cost to comply with any injunctive relief;

d) fines, penalties, sanctions and taxes.

The total we will pay under the policy under this automatic extension is sub-limited to $50,000 in the aggregate. This sub-limit forms part of and is not in addition to the limit of liability and the aggregate limit of liability.

24. Severability and non imputation

We agree that where this policy insures more than one party, any failure on the part of any of the parties to:

a) comply with the duty of disclosure under the Insurance Contracts Act 1984;

b) comply with any obligation under this policy (other than the obligation to pay premium); or

c) refrain from conduct which is dishonest, fraudulent, criminal or malicious,

shall not prejudice the right of the remaining party or parties to indemnity under this policy, provided that such remaining party or parties shall:

a) be entirely innocent of and have had no prior knowledge of any such failure; and

b) as soon as practicable after becoming aware of any such failure, advise us in writing of all its relevant circumstances.

25. 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 in the course of carrying on your business or practice, for whose acts, errors or omissions you are legally liable, provided that such coverage shall not extend to any such third party.

Exclusions applicable to the policy

We are not liable to indemnify you, in respect of any claim, loss, investigation, loss or damage to documents or costs and expenses arising from or attributable to:

1. Retroactive date

Any act, error or omission occurring or committed prior to the retroactive date.

2. Directors and officers liability

Any breach of duty by you or your employees where the act, error or omission out of which such breach of duty arose, occurred or was committed in you or your employee's capacity as a director, employee, sub-contractor or agent of the insured or any legal entity, corporation or other incorporated body.

3. Trading debts, guarantees and professional fees

a) Any trading debt incurred, or any guarantee in respect of such debt given, by you or your employees; or

b) professional fees or charges rendered by you.

4. Fraud and dishonesty

Any dishonest, fraudulent, criminal or malicious breach of duty by you or your employees, consultants, sub-contractors or agents, or any person condoning such act, including a reckless disregard for the consequences, or any deliberate breach of any statute or regulation by you or any of your employees, consultants, sub-contractors or agents with your knowledge, approval or consent.

5. Jurisdictional and territorial limit

a) Any action for compensation brought or first brought against you or your employees in the United States of America or Canada, or their territories or protectorates.

b) The enforcement of any judgment, order or award obtained within or determined pursuant to the laws of the United States of America or Canada, or their territories or protectorates.

6. Radioactivity and nuclear waste

a) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or

b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear device or assembly, or a nuclear component thereof.

7. Pollution

a) The discharge, dispersal, release or escape of pollutants into or upon land, the atmosphere, or any watercourse or body of water; or

b) the cost of removing, nullifying or cleaning up pollutants; or

c) the cost of preventing the escape of pollutants.

8. Prior claims

a) Any claim first made against you or your employees prior to the inception of the period of insurance; or

b) any claim arising out of facts or circumstances which were:
   i. known to you or your employees prior to the inception of the period of insurance and which a reasonable person in your position would have known might give rise to a claim; or
   ii. notified under any insurance which was in force prior to the inception of the period of insurance.
9. War and mutiny
   a) War, invasion, act of foreign enemy, hostilities, rebellion
      or warlike activities (whether war is formally declared or
      not) and civil war.
   b) Mutiny, civil commotion assuming the proportions
      of or amounting to a popular rising, military rising,
      insurrection, rebellion, revolution, military or usurped
      power, or any act of any person acting on behalf of or
      in connection with any organisation the objects of which
      include the overthrowing or influencing of any de jure or
      de facto government by violent means.
10. Terrorism
    Any terrorism act, regardless of any other cause or event
    contributing concurrently or in any other sequence to the
    loss, or any action taken in controlling, preventing, suppressing,
    retaliating against, responding to or in any way relating to a terrorism act.
11. Asbestos
    Liability arising from asbestos or asbestos products in any form
    or quantity or for defending any claim for such actual or alleged
    liability. However, this policy exclusion shall not apply if any injury
    sustained is unrelated to the inherently hazardous nature of
    asbestos.
12. Employer’s liability
    a) The death, bodily injury, disease or illness of any insured
       arising out of or in the course of or in respect of their
       employment; or
    b) a breach of any obligation owed by an insured to an insured.
13. Financial institution
    Liability arising from your operation of or involvement in the
    conduct of any bank, building society, credit union, finance
    company, superannuation fund or banking business as defined in
    the Banking Act 1959 (Cth.).
14. Fines, penalties and exemplary damages
    Liability for fines, penalties, liquidated damages, punitive,
    exemplary, aggravated or multiplication of compensatory damages,
    taxes, levies, impost or duties imposed by a court of law or under
    any statute or government regulation.
15. Industrial awards
    Liability to or caused by your employees imposed by the provision
    of any industrial award, agreement or determination.
16. Investment performance/advice
    a) Any investment advice or information or opinion regarding investment or failure to provide investment
       advice or information; or
    b) depreciation (or failure to appreciate) in value of any
       investments, including but not limited to securities,
       commodities, currencies, options and futures
       transactions.
17. Related controlling interests and subsidiaries
    Work undertaken for or on behalf of:
    a) any company or firm in which you or your employees
       exercise or have exercised a controlling interest; or
    b) your parent company (if any), any subsidiary company, or
       any other company in which you or your parent company
       has or has held at least a 20% financial interest unless
       such claim or costs or expenses emanates from an
       independent third party.
18. Discrimination
    Actual or alleged unlawful discrimination (or other unlawful act,
    error or omission) by you or your employees against any employee
    or employment applicant.
19. Sexual abuse
    Any actual or alleged sexual abuse.
20. Criminal acts, sterility, drugs and anaesthesia
    Liability in respect of:
    a) any criminal act or any act committed while in violation of
       any law or ordinance; or
    b) the performance or recommendation of any operation to
       produce sterility, unless pathologically indicated; or
    c) the use of drugs for weight reduction; or
    d) the performance by dentists and dental surgeons of:
       i. general anaesthesia; or
       ii. any procedure carried out under general anaesthetic.
21. Medical practitioners and health professionals
    Any claims made against any person who is:
    a) a medical practitioner, as defined under the national law; or
    b) a self-employed registered health professional as defined
       in the national law,
    where the claim is in connection with such person acting in their
    capacity as medical practitioner or prescribed registered health
    professional.
    However this exclusion will not exclude the vicarious liability which
    may attach to:
    a) the insured; or
    b) any insured person whilst acting in a capacity other than
       a medical practitioner.
22. Intoxicants and drugs
    Services rendered by any person while that person is under the
    influence of intoxicants or drugs or from any failure to render
    services competently or at all because of such influence, if such
    services were performed with the knowledge or connivance of the
    insured.
    For the purpose of this exclusion the term ‘drug’ does not
    include pharmaceutical drugs prescribed by a registered medical
    practitioner to such person.
    However, this exclusion will not apply to the rendering of or failure
    to render first aid and assistance in an emergency situation or
    accident.
23. Goods sold, stored, supplied or distributed
    The sale, storage, supply or distribution of any good or product
    which arises directly from the conduct of the professional activities
    of your business or practice.
24. Insolvency
    The insolvency, liquidation, administration or receivership of an insured.
25. Legal advice
   The provision of any form of legal services.

26. Tax advice
   Tax advice or information or opinion or failure to provide tax advice or information.

27. Manufacturing/construction/property development
   a) Defects or alleged defects in any product manufactured, supplied, installed assembled, erected or maintained by you or on your behalf; or
   b) any construction, assembly, installation, erection, maintenance; or
   c) supervision of construction, assembly, installation, erection or maintenance; or
   d) your business or practice as a property developer, construction manager or project manager.

28. Licensing inquires
   Any prosecution, inquiry, hearing, commission or other investigation in relation to the insured failing to be properly licensed, registered or accredited to provide professional activities of your business or practice as required by any Acts, rules, regulations or industry codes of practice.

29. Waiver of rights
   Any liability for which you have at any time by deed or agreement forgone, excluded or limited a right of recovery.

Conditions applicable to the policy

1. Allocation
   If a claim or loss is covered only partly by the policy, and the parties are unable to agree upon an allocation between insured and uninsured portions, the allocation shall be referred for determination to a senior counsel (to be agreed upon or in default of agreement to be nominated by the Chair or President of the local Bar Council) whose determination shall be binding upon the parties and whose fee shall for the purpose of the policy be regarded as part of the costs and expenses. The allocation shall apply also to payments made before the determination.

2. Assignment
   The policy cannot be assigned without our prior written consent.

3. Authorisation Clause
   By acceptance of the policy, you and the insured persons have agreed that you will act on their behalf for the giving and receiving of any notice of cancellation, the payment of premiums and receiving any return premiums that may become payable under the policy and the acceptance of endorsements or other notice provided for in the policy.

4. Cancellation
   You may cancel the policy at any time by notifying us in writing, and we will refund to you the pro-rata portion of the premium for the unexpired period of insurance, unless you have made a claim or notified us of circumstances which might give rise to a claim during the period of insurance in which case no refund of premium will be made.

   We can cancel the policy in accordance with s.60 of the Insurance Contracts Act 1984 (Cth). We will be entitled to retain premium for the period during which the policy has been in force.

5. Confidentiality
   Neither you nor an insured person shall disclose the nature of the liabilities covered by the policy or the premium specified in the policy, unless required by law.

6. Goods and Services Tax
   Where we make a payment under the policy for the acquisition of goods, services or other supply, we will reduce the amount of the payment by the amount of any input tax credit that you or the insured person are or will be entitled to under A New Tax System (Goods and Services Tax) Act 1999, in relation to that acquisition, whether or not that acquisition is actually made.

   Where we make a payment under the policy as compensation instead of payment for the acquisition of goods, services or other supply, we will reduce the amount of payment by the amount of any input tax credit that you would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 had the payment been applied to acquire such goods, services or other supply.

   If any excess applies to a liability or loss otherwise covered under the policy and you or the insured person are entitled to claim an input tax credit under A New Tax System (Goods and Services Tax) Act 1999 in respect of such liability or loss then the amount of that input tax credit shall not be taken to erode the excess for the purposes of the policy.
7. Jurisdiction and governing law

The policy shall be governed by and the construction, interpretation and meaning of the provisions of the policy shall be determined in accordance with the law applicable to the state or territory in which the policy was issued by us.

All disputes arising out of or under the policy shall be exclusively subject to determination by any court of competent jurisdiction within Australia.

8. Investigatory costs and payments

Any costs incurred by us investigating any fact, situation or circumstance which may give rise to a claim shall be deemed for all purposes of the policy to be costs and expenses incurred under the policy.

Any amount paid by us in settlement of a dispute which may otherwise become a claim, shall be deemed for all purposes of the policy to be a loss incurred under the policy.

9. Legal enforceability

The policy or any of the indemnities set out are not operative or enforceable unless our agreement to provide such indemnity and the amount thereof is evidenced by a certificate of insurance or endorsement issued by us and signed on our behalf by an authorised person.

10. Non-Accumulation

Where you are covered under the policy in respect of a claim and are also entitled to cover under another insurance policy issued by us then our liability under the policy shall not be increased by virtue of the existence of such other insurances and our maximum liability under all such policies in the aggregate shall not exceed the highest limit of liability available under those policies in respect of such claim.

11. Notice

Any notice required to be given under the policy to us shall be validly and lawfully given if it is given to us in writing at the address for service stated in our certificate of insurance.

12. Payment of premium

You must pay the premium specified in the certificate of insurance within thirty (30) days of the inception of the policy or such other time as we agree in writing. If you fail to pay the premium within that period, we are entitled to cancel the policy in accordance with the Insurance Contracts Act 1984.
Claims Conditions applicable to the policy

1. Additional parties
Where the policy insures more than one party, the policy operates as a composite policy. Any failure on the part of any of the parties to:

   a) comply with the duty of disclosure in terms of the Insurance Contracts Act 1984 (Cth); or
   b) comply with any obligation in terms of the policy; or
   c) refrain from conduct which is dishonest, fraudulent, criminal or malicious,

... does not prejudice the right of the remaining party or parties to indemnity in terms of the policy, provided that such remaining party or parties shall be entirely innocent of and have had no prior knowledge of any such failure and/or non-compliance and as soon as practicable after becoming aware of any such failure advise us in writing of all its relevant circumstances.

2. Other insurance
If at the time any claim arises under the policy there is any other insurance in force covering the same liability, you must promptly notify us of the full details of such other insurance, including the identity of the insurer and the policy number, and such further information as we may reasonably require.

3. Subrogation
If any payment is made under the policy in respect of a claim, we will be subrogated to all your rights and will be entitled to pursue and enforce such rights in your name and you are required to provide us with all reasonable assistance and co-operation.

4. Notification of claims
You must notify us in writing of any claim made against you during the period of insurance and forward to us every letter of demand, originating process (whether by way of writ, summons, statement of claim, third party notice, counterclaim or cross claim), notice of any prosecution, inquiry, investigation or inquest which you receive as soon as practicable after the claim has been made.

All notices to us under any provisions of the policy must be given in writing to GPO Box 1655, Melbourne, VIC 3001 or email insure@ansvar.com.au

5. Mitigation
You are required, at your expense, to use all due diligence and take all reasonable steps to minimise any claim and to prevent further claims arising out of the same or similar conditions and avoid or diminish any loss hereunder.

6. Settlement of claims, co-operation and conduct of proceedings

   a) As a condition precedent to cover under the policy, you must not make any admission of liability, offer, promise of payment, take any action that may be considered to be an admission of liability, settle or repudiate a claim or incur any costs and expenses without our prior written consent, such consent which cannot be unreasonably withheld.

   b) We will have full discretion in the conduct and defence, in your name and on your behalf (including to take over and assume conduct), of any proceedings in connection with, and in the settlement of any claim and you shall give all such information and assistance as we may require.

   c) You must immediately give all such information and assistance to us as we may reasonably require to enable us to investigate and to defend the claim and/or to enable us to determine our liability under the policy.

   d) We may take whatever action that we consider appropriate in respect of the claim against you and such action by us will not be regarded in any way prejudicing our position under the policy and no admission of the entitlement to indemnity under the policy shall be implied.

   e) We will be entitled to attend any investigation or fatal accident inquiry in respect of which there may arise any liability under the policy.

7. Senior counsel

   a) Neither we nor you shall be required to contest or settle a claim unless a senior counsel shall advise such a claim should be contested or settled. In formulating his or her advice, the senior counsel must have regard to your prospects of successfully defending the claim, the likely damages awarded and costs recovered by the claimant, and the likely costs and expenses associated with defending the claim.

   b) We may nominate a senior counsel to provide the advice and you must notify us if you agree to the appointment of the individual nominated. If you do not agree to the appointment within a reasonably practicable time, senior counsel will be appointed by the president of the relevant Bar Association in the state or territory in which the claim has been made.

   c) The costs of senior counsel are costs and expenses in respect of the claim.

8. Election to contest claim
If you refuse to consent to any settlement recommended by us and elect to contest or continue any legal proceedings in connection therewith, our liability for the claim shall not exceed the amount for which the claim could have been so settled, less the applicable excess, plus costs and expenses incurred up to the date of such refusal.

9. Multiple claims
All claims that arise from or are attributable to the same loss or series of losses consequent upon or attributable to one source or original cause shall be regarded as one claim.

10. Alteration to risk
You must notify us as soon as practicable in writing of any material alteration to the insured risk during the period of insurance including insolvency, bankruptcy, appointment of a receiver, your inability to pay debts as and when they fall due, winding-up proceedings or any other material change in the nature of the business or practice, including the professional services provided.

11. Fraudulent claims

   a) As a protection for all insurance policy holders we will take legal action against any person who makes a fraudulent claim.

   b) If a fraudulent claim is made we will not pay it and we will take action to recover any moneys already disbursed in respect of the claim. We will also cancel the policy.