

EBM RentCover Legal Expenses Insurance Product Disclosure Statement and Policy Wording



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Product Disclosure Statement and Policy Wording

Provided the premium specified in the **Insurance Schedule** has been paid in the required manner by the **Policyholder**, **We** shall provide the insurance specified in this **Policy** (which includes any attached **Endorsements**) and **Insurance Schedule** during the **Period of Insurance**.

Insurers/Underwriters

Certain Underwriters at Lloyd's

CoverLink holds a binding authority from Certain Underwriters at Lloyd's, which allows CoverLink to arrange, issue and distribute insurance on behalf of said underwriters. Furthermore, CoverLink will be acting as agent of the **Insurer** and not as an agent of the **Insured**.

CoverLink Pty Ltd (CoverLink), ABN 49 148 219 461 is an Authorised Representative (AR 437921) of Elkington Bishop Molineaux Insurance Brokers Pty Ltd (EBM), ABN 31 009 179 640 / AFS Licence No: 246986 and **You** can contact **Us** via:

1162 Hay Street, West Perth, WA 6005, Australia;
Phone toll free: 1300 755 112,
Email ebm@ebm.com.au

Policy Summary

Policy Section A – Commercial Contract Disputes

Covers **You** for **Legal Expenses** incurred in the pursuit or defence of any dispute or legal proceedings made by or brought against **You** in a contractual dispute or legal proceedings with a **Contracting Party**.

Policy Section B – Criminal Prosecution

Covers **You** for **Legal Expenses** incurred in:

- Defending a prosecution against **You** in a Court of criminal jurisdiction; and
- An appeal by **You** against the service of a remedial or stop-work order under the Workplace Safety and Health Act.

Policy Section C – Employment Disputes

Covers **You** for **Legal Expenses** incurred by **You** in defending legal proceedings brought against **You** by an **Employee**, **ex-Employee** or prospective **Employee** in respect of their contract of employment with **You** or a breach of employment related legislation.

Policy Section D – Discrimination Protection

Covers **You** for **Legal Expenses** incurred by **You** in defending legal proceedings brought against **You** in respect of infringement of rights under **Discrimination Legislation**.

Policy Section E – Property Disputes

Covers **You** for **Legal Expenses** incurred in any dispute or legal proceedings made by or brought against **You** provided **You** will suffer financial loss if **You** fail to pursue or defend the dispute or legal proceedings:

- Over the physical possession of the **Property** provided that all statutory and contractual notices have been correctly served by **You**; or
- Over the terms of a tenancy agreement between **You** and a **Contracting Party** relating to the use or maintenance of the **Property**; or
- The actual or alleged negligence, damage (including trespass) or nuisance to the **Property** other than with a tenant including any resulting damage to goods owned by **You**, at the **Property** that are not otherwise insured.

Policy Section F – Data Protection

Covers **You** for **Legal Expenses** incurred in defending any dispute or legal proceedings brought against **You** under the Privacy Act 1988.

Policy Section G – Statutory Licence

Covers **You** for **Legal Expenses** incurred in an appeal by **You** against the suspension, revocation, imposed alteration of or refusal to renew a **Statutory Licence**.

Policy Section H – Employee Breach of Restrictive Covenants

Covers **You** for **Legal Expenses** incurred in pursuing legal proceedings against an **Employee** or **ex-Employee** to obtain the remedy of an injunction against that **Employee** or **ex-Employee** for their breach of an express restrictive covenant in their employment contract

Policy Section I – ATO Tax Investigation Protection

Covers **You** for **Legal Expenses** incurred in respect of **Your** representation arising directly from:

- an **ATO Investigation**
- a **GST Dispute** with the **ATO**
- a **Fringe Benefits Dispute**

Paying Your Premiums

We will tell **You** how much **You** have to pay and how much time **You** have for payment in **Your** Policy Schedule.

You must pay the premium by the due date.

Claims Made Policy

This **Policy** is a claims made **Policy**. This means that the **Policy** will respond to **Claims** first made and notified to the **Insurer** during the **Policy Period** as shown on the **Schedule**. This **Policy** does not cover **Claims** made by or against **You** prior to the commencement of the **Policy Period**.

Your Duty of Disclosure

Before **You** enter into an insurance contract, **You** have a duty to tell **Us** anything that **You** know, or could reasonably be expected to know, may affect **Our** decision to insure **You** and on what terms. **You** have this duty until **We** agree to insure **You**. **You** have the same duty before **You** renew, extend, vary or reinstate an insurance contract.

If **You** do not comply with **Your** duty of disclosure, the insurer may be entitled to reduce its liability in respect of a claim or may cancel **Your** contract of insurance. If the non-disclosure was fraudulent, the insurer may be able to avoid or cancel the contract of insurance from its beginning.

Privacy Statement

We are committed to protecting **Your** privacy. **We** use the information **You** provide to advise about and assist with **Your** insurance needs. **We** provide **Your** information to insurance companies, companies within the EBM group, underwriting agencies and wholesale insurance brokers and their representatives that provide insurance terms to **You**, or the companies that deal with **Your** insurance claim (such as loss assessors and claims administrators) and to contractors who supply services to **Us** e.g. data storage providers.

We may also provide **Your** information to premium funding companies to provide funding quotes and terms to **You**.

If **We** are seeking insurance terms from an overseas insurer or to a reinsurer who is located overseas, **Your** information may be given to the overseas insurer (like Lloyd's of London who are based in the United Kingdom), reinsurer, or the overseas broker. These entities are global and could also be members of the Asia Australasia Alliance or GBN Worldwide insurance network including in Canada, Singapore, Hong Kong, Indonesia, Vietnam or India.

For further information about **Our** overseas insurers or brokers please contact **Us**. **We** will try to tell **You** where those companies are located at the time of advising **You** and if necessary, seek **Your** consent before disclosing **Your** information to them. **We** do not trade, rent or sell **Your** information.

From time to time, **We** will use **Your** contact details to send **You** direct marketing communications including offers, updates and newsletters that are relevant to the services **We** provide or that are provided by **Our** related companies.

We always give **You** the option of electing not to receive these communications in the future. **You** can unsubscribe by notifying **Us** and **We** will no longer send this information to **You**.

If **You** don't provide **Us** with full information, **We** can't properly advise **You**, seek insurance terms for **You** or assist with claims and **You** can breach **Your** duty of disclosure.

For more information about how to access the personal information **We** hold about **You**, how to have the information corrected and how to complain if **You** think **We** have breached privacy legislation, ask **Us** for a copy of EBM's Privacy Policy or visit www.ebm.com.au.

Important Information

This document, the **Insurance Schedule** and any **Endorsements** attached form **Your Policy**. This document sets out the conditions of the insurance between **You** and **Us**. Please read this **Policy** carefully and if the coverage or benefits provided do not meet **Your** requirements or **You** do not comply with the conditions set out in this section, please return these documents as soon as practicable to the Insurance Intermediary who arranged this **Policy** on **Your** behalf.

It is important that:

- **You** check that the Sections of Cover that **You** have requested are included in the **Insurance Schedule**
- **You** check that the information **You** have given **Us** is accurate – please see the "Information That **You** Provide to **Us**" further below
- **You** notify **Your** Insurance Intermediary as soon as practicable of any inaccuracies in the information that **You** have provided to **Us**
- **You** comply with **Your** duties under each Section of Cover for which **You** are insured, and under the terms and conditions of this **Policy** as a whole

Information That You Provide to Us

We are relying upon the information **You** provide to **Us**, either directly or through **Your** Insurance Intermediary, in deciding whether to provide **You** with this **Policy** and on what terms and at what premium.

If **You** become aware that any information **You** have given **Us** is not complete or accurate or **You** fail to notify **Your** Insurance Intermediary that the information **You** have provided **Us** is inaccurate or incomplete, and **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information, then **We** may treat this **Policy** as if it never existed and decline all claims.

If **We** establish that **You** carelessly provided **Us** with false or misleading information, then the cover and benefits under this **Policy** could be affected and **We** might, for example:

- Treat this **Policy** as if it never existed and return **Your** premium paid; or
- Cancel this **Policy** and refuse to pay any **Claim**; or
- Revise the premium; or
- Charge an additional premium or not pay a **Claim** in full.

We will write to **You** via **Your** Insurance Intermediary if **We** are going to treat this **Policy** as if it never existed or need to amend the terms of **Your Policy**.

How to Make a Claim

If **You** need to notify a **Claim** or possible **Claim**, **You** should contact **Our** Claims Department as soon as practicable after **You** become aware of a cause, event or circumstance which has given or may give rise to a **Claim**, dispute or legal proceedings involving **You**.

Tel: 1300 755 112 Email: ebm@ebm.com.au

You should provide **Your** Policy Number (which is listed on the **Insurance Schedule**) and brief details of the circumstances. **We** will promptly send **You** a Claim Form for completion once contact is made and this must be returned to **Us** as soon as practicable.

If **You** encounter any issues with this process, **You** should contact **Your** Insurance Intermediary who sold **You** this **Policy** (whose contact details will appear on their correspondence sent to **You**). **Your** Insurance Intermediary will be able to assist **You** with making the claim and any further issues that may arise.

Excess

You must pay any excesses which apply to **Your** claims. The excesses which **You** have to pay are set out in **Your** Policy Schedule.

Co-Insurance

You must pay any **Co-Insurance** amounts which apply to **Your** claim under Section A – Commercial Contract Disputes. The **Co-Insurance** amounts **You** have to pay are set out in **Your** Policy Schedule.

Fraudulent Claims

If **You** or any other person acting on **Your** behalf make any request for payment under this **Policy** knowing it to be fraudulent or false through concealment, misstatement or deliberate provision of false information, in any respect or if **You** ought reasonably in the circumstances to know it to be fraudulent or false, or where there is collusion between any parties to any dispute or legal proceedings for which **Legal Expenses** cover under this **Policy** is being requested, then **We** will refuse the claim, cancel this **Policy** and not refund any premium to **You**. **We** shall be entitled to recover any **Legal Expenses** previously paid that were fraudulent or false.

Cancellation

You may cancel this **Policy** at any time by providing **Us** with written notice, either directly or through **Your** Insurance Intermediary who arranged this **Policy** for **You**. If **You** have not made a **Claim**, **We** will refund the premium **You** have paid to **Us** less the amount of premium which relates to the time period under which **You** have been covered under this **Policy** to **Your** Insurance Intermediary. Please contact **Your** Insurance Intermediary to obtain this refund. Their address and telephone number will appear on their correspondence to **You**.

We may cancel this **Policy** in accordance with the Insurance Contracts Act 1984 (Cth) by giving **You** at least three (3) business days' notice in writing at **Your** last known address or to **Your** Insurance Intermediary for any of the following reasons:

- **You** failed to comply with a provision of this **Policy** including failing to pay the premium;
- **You** failed to comply with the duty of utmost good faith or **Your** duty of disclosure, **You** made a misrepresentation before the **Policy** was entered into, or **You** made a fraudulent claim under this **Policy** or under some other policy that provides cover during the same e as **Period of Insurance**; or

If this **Policy** is cancelled for any reason, then, **We** will refund the premium **You** have paid to **Your** Insurance Intermediary less the amount of premium which relates to the time period under which **You** have been covered under this **Policy**, provided that **You** have not made a **Claim**.

General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ("the Code"), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit www.codeofpractice.com.au.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code Governance Committee (CGC) go to www.insurancecode.org.au

Complaints and Disputes

If **You** have any concerns or wish to make a complaint in relation to this policy, **Our** services or **Your** insurance claim, please let **Us** know and **We** will attempt to resolve **Your** concerns in accordance with **Our** Internal Dispute Resolution procedure. In the first instance any complaint relating to this policy should be directed to:

Complaints Officer
Elkington Bishop Molineaux Insurance Brokers Pty Ltd
ebm@ebm.com.au
1300 755 112
1162 Hay Street, WEST PERTH WA 6005

We will acknowledge receipt of **Your** complaint and do **Our** utmost to resolve the complaint to **Your** satisfaction within 10 business days.

If **We** cannot resolve **Your** complaint to **Your** satisfaction, **We** will escalate **Your** matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited
Email: ldraustralia@lloyds.com
Telephone: (02) 8298 0783
Post: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

A final decision will be provided to **You** within 30 calendar days of the date on which **You** first made the complaint unless certain exceptions apply.

You may refer **Your** complaint to the Australian Financial Complaints Authority (AFCA), if **Your** complaint is not resolved to **Your** satisfaction within 30 calendar days of the date on which **You** first made the complaint or at any time. AFCA can be contacted as follows:

Telephone: 1800 931 678
Email: info@afca.org.au
Post: GPO Box 3 Melbourne VIC 3001
Website: www.afca.org.au

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If **Your** complaint is not eligible for consideration by AFCA, **You** may be referred to the Financial Ombudsman Service (UK) or **You** can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to **You**.

The Underwriters accepting this Insurance agree that:

- (i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- (ii) any summons notice or process to be served upon the Underwriters may be served upon:

*Lloyd's Underwriters' General Representative in Australia
Suite 1603
Level 16
1 Macquarie Place
Sydney NSW 2000*

who has authority to accept service on the Underwriters' behalf;

- (iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this Insurance immediate notice should be given to:

Your account manager at Elkington Bishop Molineaux Insurance Brokers Pty Ltd by phone 1300 755 112 or email ebm@ebm.com.au

Cooling off period

Please read this PDS and **Your** schedule carefully to make sure **You** understand the cover and that it is adequate for **Your** needs.

If, for any reason, **You** are not completely satisfied with **Your** policy, **We** may agree in writing to alter it to meet **Your** needs.

Alternatively, if **You** decide that **You** do not require this policy, and no claim has been made under the policy, **You** have the right to cancel and return the insurance policy to **Us** within a cooling off period of 14 days, which starts on the earlier of:

- The date **You** received confirmation of this insurance policy; or
- 5 days after the date this policy was issued to **You** whichever occurs earlier.

If **You** cancel within this cooling off period of 14 days and providing **You** have made no claims, **We** will return **Your** premium in full.

Significant Risks

The risks associated with this policy could include the following:

- Cover may be inadequate for **Your** needs because the level or type of cover **You** need does not match the cover offered by this **policy**. For example, an exclusion may apply, or **You** may not satisfy the terms and conditions of cover, or a limit applies to the amount **You** can claim. Please carefully read the **policy** before deciding whether it will meet **Your** needs.
- **Failure to comply with the policy terms and conditions.** If **You** do not comply with the policy terms and conditions (e.g. **Your** duty of disclosure to **us**) **We** may refuse to pay part or all of **Your** claim.
- **Failure to pay **Your** insurance premium.** In order for **Your** insurance to remain current, **You** must pay the insurance premium by the due date, otherwise **We** may cancel **Your** policy.

Legal Advice Service

You have access to commercial legal advice by contacting the Legal Advice Service as specified in the **Insurance Schedule** and quoting **Your** Policy Number shown in the **Insurance Schedule**.

There is no charge for using this service and any usage is not a **Claim** under the **Policy**. Please note this service is limited to email and telephone advice regarding **Your** business only and does not provide any form of documentation review or drafting.

Under Section C – Employment Disputes, **You** should seek and follow legal advice:

- Prior to carrying out any disciplinary procedure or action or suspension of an **Employee**; or
- Prior to dismissal of an **Employee**; or
- Prior to notifying an **Employee** of their intended retirement date or prior to retiring an **Employee**; or
- Prior to instituting a redundancy programme and prior to making an **Employee** redundant; or
- Upon notification formally or informally of a grievance from an **Employee** or **ex-Employee**; or
- Upon notification formally or informally of a complaint relating to discrimination, victimisation or harassment because of age, disability, gender reassignment, marriage/civil partnership, pregnancy/maternity, race, religion or belief, sex or sexual orientation; or
- Prior to any actual or proposed variation of the terms and conditions of employment that an **Employee** could reasonably consider to be adverse (including altering the hours or time or place worked or demotion or deduction from or reduction in an **Employee's** remuneration); or
- As soon as practicable if an **Employee** leaves their employment with or without written notice; or
- Upon receipt of an appeal from an **Employee** or **ex-Employee** against a decision made by a Court, tribunal or other similar body.

Failure to seek and/or follow legal advice could decrease **Your** prospects of a successful defence in any dispute or legal proceedings, and **Your Claim** under Section C – Employment Disputes will be reduced or refused to the extent that **Your** failure to seek and/or follow such advice prejudiced **Our** position

Legal Advice Service records

In the interest of monitoring the quality of advice and service, and where appropriate to ensure compliance with the terms and conditions under this **Policy**, conversations may be recorded and emails archived. **You** agree that in all circumstances **We** have **Your** express permission to access to any recordings and/or email and **You** expressly authorise the Legal Adviser to provide these recordings to **Our** Claims and Underwriting departments.

Definitions – Words with Specific Meanings – and interpretation of this Policy

Wherever words or phrases appear in **bold** type in this **Policy**, they will have the specific meanings described in this Definitions Section, unless otherwise shown in any Sections of Cover that apply as specified in the **Insurance Schedule**. Any words used in this **Policy** that are in the singular shall include the plural and vice versa.

All Acts of Parliament, legislation, and regulations referred to in this **Policy** shall be deemed to include reference to any subsequent amendments, re-enactments, and successors to such Acts, legislation or regulations which are enforceable within the **Territorial Limits**.

Any One Claim

All **Claims** or possible **Claims** arising from the same original cause, event or circumstance.

ATO

The Australian Taxation Office or appropriate government authority or state authority or agency authorised to conduct the relevant activity

ATO Investigation

An investigation into **Your** taxation affairs by the **ATO** under **Income Tax Legislation**.

Appointed Representative

A lawyer or other appropriately qualified person appointed to act for **You** in accordance with the terms of this **Policy**.

Business Description

As specified in the **Insurance Schedule**.

Claim

A claim under this **Policy** for **Legal Expenses**.

Co-Insurance

The amount specified in the **Insurance Schedule** that **You** must pay expressed as a percentage of **Legal Expenses** in respect of **Any One Claim** above any **Excess** specified in the **Insurance Schedule** before **We** shall be liable to make any payment under this **Policy**.

Computer System

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other party.

Construction Contract

A contract to provide construction work as defined by the Building and Construction Industry Security of Payment Act. (For the avoidance of doubt supply of a construction contract to a residential occupier will be deemed a **Construction Contract** for the purposes of this **Policy**).

Contracting Party

A person, firm or company domiciled within the **Territorial Limits** with whom **You** have a direct contractual relationship.

Current Distributor

A current distributor of the **Policyholder's** landlord insurance policies to their clients and whom has been declared by the **Policyholder** to **Us** for coverage in accordance with the terms of this **Policy**.

Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

Cyber Incident

- 1.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- 1.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

Discrimination Legislation

The Age Discrimination Act 2004 (**Cth**), Disability Discrimination Act 1992 (**Cth**), Australian Human Rights Commission Act 1986 (**Cth**), Sex Discrimination Act 1984 (**Cth**), Racial Discrimination Act 1975 (**Cth**), Equal Opportunity for Women in the Workplace Amendment Act 1999 (**Cth**); or similar legislation; and any legislation of an Australian State or Territory to the extent that it concerns matters dealt with in any of the named legislation above.

Endorsement

Any changes to the terms and conditions of this **Policy** or **Insurance Schedule** which form part of this insurance contract.

Employee

Any person under a contract of service with **You**.

Excess

The amount specified in the **Insurance Schedule** **You** must pay in respect of **Legal Expenses** in respect of **Any One Claim** before **We** shall be liable to make any payment.

Fringe Benefits Dispute

A dispute with the **ATO** regarding the amount of tax payable by **You** or an **Employee** under **Income Tax Legislation** in respect of fringe benefits.

GST Dispute

A dispute with the **ATO** regarding the amount of GST payable by **You**.

Income Tax Legislation

The Income Tax Assessment Act 1936; The Income Tax Assessment Act 1997; The Fringe Benefits Tax Assessment Act 1986 and Fringe Benefits Act 1986; Sales Tax Assessment Act 1992; Taxation Administration Act 1953; Superannuation Charge Act 1992; A New Tax System (Goods and Services Tax) Act 1999; any other Commonwealth, State or Territory legislation dealing with income tax or any other legislation replacing the above legislation.

Insurance Schedule

The document showing details of the cover **You** have purchased.

Legal Expenses

Any professional fees, expenses and other disbursements reasonably incurred by the **Appointed Representative** with **Our** prior written consent; and any costs incurred by other parties for which **You** are held liable in Court or tribunal proceedings to pay these costs or become liable to pay these costs under a settlement made with another party with **Our** prior written consent but excluding any costs which **You** may be ordered to pay by a Court of criminal jurisdiction.

Limits of Our Liability

Our maximum liability under this **Policy** for **Any One Claim** and all **Claims** notified by **You** during the **Period of Insurance** is limited to AUD250,000. For clarity, this limit applies to each **Current Distributor** and is not shared with any other **Current Distributor**.

Minimum Sum in Dispute

The sum in dispute between **You** and the **Contracting Party** as specified in the **Insurance Schedule** below which **We** shall not be liable to provide cover under this **Policy**.

Offences Against the Person

Murder, manslaughter, infanticide, assault, bodily injury, wounding, grievous bodily harm, rape, indecent assault,

indecent conduct or any other sexual crimes, robbery with violence or the threat thereof, incest, abduction, kidnapping, false imprisonment or any other related crime including any related conspiracy, intention to commit or accessory offences and any equivalent or similar offenses in Australia or other jurisdictions.”

Period of Insurance

As specified in the **Insurance Schedule**.

Policy

The contractual terms and conditions of insurance coverage and benefits payable to **You** set out in this document, **Insurance Schedule**, and any **Endorsements**.

Policyholder

RentCover Underwriting Agency Pty Ltd.

Property

Land and/or buildings owned or occupied by **You** for which **You** are legally responsible.

Statutory Licence

A licence or certificate of registration issued under statute, statutory instrument or by a Government or Local Authority to **You** provided that this licence or certificate is necessary to engage in **Your Business Description**.

Territorial Limits

As specified in the **Insurance Schedule**.

We / Us / Our

Coverlink Pty Ltd

You / Your

The company, firm, partnership or trading individual as specified in the **Insurance Schedule**, who is a **Current Distributor** and if requested by **You** and agreed in writing by **Us** at the time of a **Claim**, also to include any **Employee** including a director or partner, conditional on the same **Appointed Representative** acting for all parties insured under this **Policy**.

Policy Conditions

You must comply with the following Conditions, unless **We** agree in writing to the contrary.

Notification of Claims

You must as soon as practicable give written notice to **Us** after **You** become aware of any cause, event or circumstance which has given or may give rise to a **Claim**, dispute or legal proceedings involving **You**. Prompt notification is a condition to indemnity being provided under the **Policy**.

Where this notification has been given, **We** agree to treat any subsequent **Claim** in respect of the same cause, event or circumstance as notified as though the subsequent **Claim** had been notified during the **Period of Insurance**.

Our Consent

It is a condition to indemnity provided under this **Policy** that **Our** consent to incur **Legal Expenses** must be obtained in writing prior to **You** incurring any **Legal Expenses**. This consent will be given by **Us** if **You** can satisfy **Us** that:

- a) it is reasonable to incur **Legal Expenses** having regard to the proportionality between the remedy claimed and the **Legal Expenses** to be incurred and;
- b) where **You** are pursuing a claim, there are reasonable prospects of success by **You**. This means that in the opinion of **Appointed Representative You** have a better than 51% chance of achieving a positive outcome; or
- c) where **You** are defending a claim, the other party does not have reasonable prospects of proving **Your** legal liability; or
- d) in respect of a criminal prosecution and where **You** plead guilty there is a reasonable prospect of a significant mitigation of **Your** sentence or fine.

If during the course of a **Claim You** cease to satisfy **Us** in respect of the applicable points a-d above, all future payments will cease in respect of **Legal Expenses** related to that **Claim**.

The decision to grant or withhold **Our** consent will be made on receipt of the following information:

- a fully completed insurance claim form; and
- the information and documentation **We** reasonably request; and
- a legal opinion from the **Appointed Representative** as to the applicable points a-d above; and
- any advice **We** may deem necessary to take.

With **Your** agreement, **We** may provide assistance in settling disputes or legal proceedings, the costs of which will be covered under this **Policy** subject to the payment of the **Excess** and **Co-insurance** within the **Limits of Our Liability**.

We may require **You** to obtain an opinion from Senior Counsel at **Your** expense assessing the merits of the subject matter of the **Claim** and any legal action. If based upon this opinion **We** are satisfied in respect of the applicable points a-d above the **Legal Expenses** in obtaining that opinion will be paid by **Us** within the **Limits of Our Liability**.

In granting **Our** consent **We** undertake to pay **You** subject to the terms and conditions of this **Policy** and its **Insurance Schedule** but this consent does not imply that all **Legal Expenses** will be paid. In particular **Legal Expenses** for matters that go beyond the immediate scope of the **Claim** shall be deemed by **Us** to fall outside the insurance coverage provided by this **Policy**. **We** reserve the right to limit **Our** consent by time and/or financial amount of **Legal Expenses** and/or stage of proceedings to allow for a review of **Our** continued consent.

If after **Our** prior written consent has been granted it is shown the **Claim** has not been brought within the terms and conditions of this **Policy** and its **Insurance Schedule**, **Our** consent will be withdrawn and no insurance coverage under this **Policy** shall be provided for this **Claim**. If **Our** prior consent was induced by **Your** misrepresentation, non-disclosure or fraud, **We** shall be entitled to recover any **Legal Expenses** previously paid.

If **You** elect to proceed with the pursuit or defence of a dispute or legal proceedings to which **Our** consent has not been granted because **You** have not satisfied applicable points a-d above, and if **You** are successful in this pursuit or defence, **We** will pay the **Legal Expenses** incurred after **Our** consent had not been granted subject to the terms and conditions of this **Policy**.

Disclosure

It is a condition precedent to **Our** liability that:

- a) **You** must give the **Appointed Representative** and **Us** all necessary cooperation, assistance and information including a complete and truthful account of the facts of the **Claim** and all relevant documentation or other evidence in **Your** possession; and
- b) **You** must provide, obtain or execute all documents as necessary and attend meetings or conferences as requested; and
- c) **You** must instruct the **Appointed Representative** to provide **Us** with any information, documents or advice in connection with any **Claim** and the subject matter of any **Claim** even if privileged; and
- d) **You** must instruct the **Appointed Representative** to provide **Us** with regular updates on the progress of the subject matter of any **Claim** and inform **Us** as soon as practicable if and when any circumstance adversely impacts the factors on which **We** granted **Our** consent.

The insurance coverage under this **Policy** may be withdrawn if **You** fail to co-operate with **Our** or the **Appointed Representative's** requests or if **You** or the **Appointed Representative** fails to provide **Us** with any information in connection with any **Claim** or the subject matter of any **Claim**.

Offer of Settlement

It is a condition to indemnity being provided that **You** must inform **Us** in writing as soon as an offer to settle the subject matter of the **Claim** is received and/or **You** propose to make an offer of settlement. In deciding whether to accept or reject any settlement offer, **You** must consider the **Legal Expenses** incurred or likely to be incurred and recovered.

No insurance coverage under this **Policy** shall be provided if **You** enter into any agreement to settle without **Our** prior written consent (this consent not to be unreasonably withheld) and **We** shall be entitled to recover any **Legal Expenses** previously paid.

If **You** reject an offer of settlement which **We** recommend that **You** accept, or **You** make an offer with which **We** do not agree, no further insurance coverage under this **Policy** shall be provided for the subject matter **Claim**.

We may at **Our** discretion decide to pay **You** the amount of damages that **You** are claiming or that are being claimed against **You** instead of paying **You** for **Legal Expenses** to pursue or defend the dispute or legal proceedings. Where **We** exercise this discretion **We** will cease to be liable for any further **Legal Expenses** for the subject matter **Claim**.

Sections of Cover

The Sections of Cover applicable to **You** are specified in the **Insurance Schedule**.

We will only pay **You** for **Claims** where the dispute or legal proceedings are or would be within the **Territorial Limits** and the **Claim** is notified during the **Period of Insurance** and the dispute or legal proceedings are in connection with activities within the scope and extent of **Your Business Description**.

Section A – Commercial Contract Disputes

WHAT IS COVERED

We agree to pay **You** for **Legal Expenses** incurred in the pursuit or defence of any dispute or legal proceedings made by or brought against **You** in a contractual dispute or legal proceedings with a **Contracting Party** over a contract for the sale of goods or a contract for the hire of goods or a contract for the supply of a service within the meaning set out in the Sale of Goods Act provided that:

- **Legal Expenses** incurred in the pursuit of any dispute or legal proceedings shall be limited to seventy-five percent (75%) of the amount in dispute; and
- The amount in dispute exceeds the **Minimum Sum in Dispute**; and
- Where the contract is a **Construction Contract** the construction operations are carried out or are to be carried out by the **Contracting Party** on **Your Property** and the **Construction Contract** is for the repair or renovation of the **Property** and the repair and renovation of the **Property** is not part of **Your Business Description**; and
- Where the dispute or legal proceedings arise from an undisputed debt, **You** have exhausted all reasonable methods of recovery and the **Appointed Representative** recommends legal action.

Exclusions to Section A

WHAT WE DO NOT COVER

We shall not be liable to pay **You** in respect of **Claims** arising out of or in connection with:

- Contracts that provide or arrange credit, insurance, securities, guarantees or other financial products and financial services; or
- Contracts where the liability or right of recovery is incurred by assignment; or
- Franchise contracts; or
- Contracts of employment; or
- Any tenancy or licence to use any real property.

Section B – Criminal Prosecution

WHAT IS COVERED

We agree to pay **You** for **Legal Expenses** incurred in:

- Defending a prosecution against **You** in a Court of criminal jurisdiction; and
- An appeal by **You** against the service of a remedial or stop-work order under the Workplace Safety and Health Act.

Exclusions to Section B

WHAT WE DO NOT COVER

We shall not be liable to pay **You** in respect of **Claims** arising out of or in connection with any allegation relating to arising from:

- Investigations by the Australian Tax Office; or
- **Offences against the person**; or
- Criminal damage; or
- Dishonesty; or
- Road traffic offences that are not demerit point offences except tachograph prosecutions and weight prosecutions; or
- Driving whilst under the influence of alcohol and/or drugs, or speeding; or
- Failure to insure a motor vehicle as required by law.

Section C – Employment Disputes

WHAT IS COVERED

We agree to pay **You** for **Legal Expenses** incurred by **You** in defending legal proceedings brought against **You** by an **Employee**, **ex-Employee** or prospective **Employee** in respect of their contract of employment with **You** or a breach of employment related legislation.

You should seek and follow legal advice:

- Prior to carrying out any disciplinary procedure or action or suspension of an **Employee**; or
- Prior to dismissal of an **Employee**; or
- Prior to notifying an **Employee** of their intended retirement date or prior to retiring an **Employee**; or
- Prior to instituting a redundancy programme and prior to making an **Employee** redundant; or
- Upon notification formally or informally of a grievance from an **Employee** or **ex-Employee**; or
- Upon notification formally or informally of a complaint relating to discrimination, victimisation or harassment because of age, disability, gender reassignment, marriage/civil partnership, pregnancy/maternity, race, religion or belief, sex or sexual orientation; or
- Prior to any actual or proposed variation of the terms and conditions of employment that an **Employee** could reasonably consider to be adverse (including altering the hours or time or place worked or demotion or deduction from or reduction in an **Employee's** remuneration); or
- As soon as practicable if an **Employee** leaves their employment with or without written notice; or
- Upon receipt of an appeal from an **Employee** or **ex-Employee** against a decision made by a Court, tribunal or other similar body.

Failure to seek and/or follow legal advice could decrease **Your** prospects of a successful defence in any dispute or legal proceedings, and **Your Claim** will be reduced or refused to the extent that **Your** failure to seek and/or follow such advice prejudiced **Our** position.

Section D – Discrimination Protection

WHAT IS COVERED

We agree to pay **You** for **Legal Expenses** incurred by **You** in defending legal proceedings brought against **You** in respect of infringement of rights under **Discrimination Legislation**.

Exclusions to Section D

WHAT WE DO NOT COVER

We shall not be liable to pay **You** in respect of any **Claim** arising out of or in connection with deliberate direct discrimination or unlawful discrimination.

Section E – Property Disputes

WHAT IS COVERED

We agree to pay **You** for **Legal Expenses** incurred in any dispute or legal proceedings made by or brought against **You** provided **You** will suffer financial loss if **You** fail to pursue or defend the dispute or legal proceedings:

- Over the physical possession of the **Property** provided that all statutory and contractual notices have been correctly served by **You**; or
- Over the terms of a tenancy agreement between **You** and a **Contracting Party** relating to the use or maintenance of the **Property**; or
- The actual or alleged negligence, damage (including trespass) or nuisance to the **Property** other than with a tenant including any resulting damage to goods owned by **You**, at the **Property** that are not otherwise insured.

Exclusions to Section E

WHAT WE DO NOT COVER

We shall not be liable to pay **You** in respect of any **Claim** arising out of or in connection with:

- The payment or non-payment or review of any tax, rent, mesne profit or service charge; or
- A dispute or legal proceedings relating to planning or building regulations or decisions or compulsory purchase orders or any actual, planned or proposed works by or under the order of any Government or public or Local Authority; or
- Any dispute or legal proceedings arising from the negotiation, review or renewal of a tenancy agreement or the subsequent purchase of the **Property** whether or not this purchase is completed; or
- Any dispute or legal proceedings where **You** have failed to maintain in full force and effect buildings insurance covering the standard range of perils during the tenancy agreement if **You** were contractually obligated to have this insurance in force; or
- A dispute or legal proceedings over subsidence or heave regardless of how caused; or
- A contract dispute or legal proceedings other than where the contract is a tenancy agreement with a **Contracting Party**.

Section F – Data Protection

WHAT IS COVERED

We agree to pay **You** for **Legal Expenses** incurred in defending any dispute or legal proceedings brought against **You** under the Privacy Act 1988.

Section G – Statutory Licence

WHAT IS COVERED

We agree to pay **You** for **Legal Expenses** incurred in an appeal by **You** against the suspension, revocation, imposed alteration of or refusal to renew a **Statutory Licence**.

Exclusions to Section G

WHAT WE DO NOT COVER

We shall not be liable to pay **You** for **Legal Expenses** incurred in respect of any **Claim** arising out of or in connection with:

- A suspension, revocation, alteration or refusal to renew a **Statutory Licence** which is imposed by an **Act of Parliament** or national or local government regulation or order; or
- Any costs incurred to comply with a notice or order; or
- Driving licences.

Section H – Employee's Breach of Restrictive Covenants

WHAT IS COVERED

We agree to pay **You** for **Legal Expenses** incurred in pursuing legal proceedings against an **Employee** or **ex-Employee** to obtain the remedy of an injunction against that **Employee** or **ex-Employee** for their breach of an express restrictive covenant in their employment contract where the breach by the **Employee** or **ex-Employee** relates to or arises from:

- Soliciting **Your Employees**, or
- Soliciting **Your** customers.

Exclusions to Section H

WHAT WE DO NOT COVER

We shall not be liable to pay **You** for **Legal Expenses** incurred in respect of any **Claims** arising out of or in connection with individuals who before the inception of this **Policy** either ceased to be **Employees** or were working out their notice period (including where the **Employee** was on a period of gardening leave).

Section I – ATO Tax Investigation Protection

WHAT IS COVERED

We agree to pay **You** for **Legal Expenses** incurred in respect of **Your** representation arising directly from:

- an **ATO Investigation** in respect of a notification from the **ATO** that it is taking action, carrying out an investigation or making an inquiry under the provisions of **Income Tax Legislation**;
- a **GST Dispute** with the **ATO** in respect of a claim by the **ATO** for additional amounts of GST. For the purpose of this clause, the claim is first made against **You** on the earliest of the following:
 - the date on which the **ATO** requests a meeting with **You** or enters **Your** premises or expresses dissatisfaction with any of **Your** GST returns in writing; or
 - the date on which **You** or **Your** tax adviser first became aware, or could reasonably have become aware, that a **GST Dispute** was likely to arise with the **ATO**; or
 - the date on which **You** are served with a notice of assessment or amended notice of assessment relating to the additional amounts of GST;
- a **Fringe Benefits Dispute** in respect of a claim by the **ATO** for additional amounts of tax within the meaning of **Income Tax Legislation**. For the purpose of this clause, the claim is first made against **You** on the earliest of:
 - the date on which the **ATO** expresses dissatisfaction with the amounts of PAYG or FBT (as defined in **Income Tax Legislation**) paid by **You** or **Your** returns relating to PAYG or FBT; or
 - the date on which the **ATO** starts an investigation into the accuracy of PAYG or FBT returns or information or into **Your** liability or that of an **Employee** to pay additional tax because of alleged inaccuracies in such returns or information.

Provided that:

- there is a reasonable prospect of reducing the liabilities alleged by **ATO**;
- **You** have maintained and continue to maintain accurate, truthful and up to date records and make returns in due time in accordance with statute and accounting conventions acceptable to the **ATO** where applicable and have made all returns and payments except those which are disputed and provided information to relevant authorities in due time;
- **You** and the **Appointed Representative** must provide information to the **ATO** in due time and must comply with any statutory notice requesting information which is not the subject of an appeal;
- **You** or the **Appointed Representative** immediately notify **Us** in writing of any invitation by the **ATO** to make an offer in settlement; and
- In respect of an **ATO Investigation** the **Appointed Representative** provide **Us** with copies of relevant correspondence between the **ATO**, the **Appointed Representative** and **You** (including the notice of investigation) together with copies of the accounts, tax computations and returns giving rise to the investigation.

Exclusions to Section I

WHAT WE DO NOT COVER

We shall not be liable to pay **You** for **Legal Expenses** incurred in respect of any **Claim** arising out of or in connection with:

- Costs incurred in dealing with routine matters which do not fall within a **Claim** by the **ATO** in respect of a **GST Dispute**, **Fringe Benefits Dispute** or **ATO Investigation** (including but not limited to a BAS audit / Superannuation Fund audit / payroll tax audit visit).
- In respect of an **ATO Investigation** only:
 - costs arising after the issue of a notice under **Income Tax Legislation** notifying **You** that the investigation has been completed; and/or
 - costs arising directly from an amendment under **Income Tax Legislation**; and/or
 - costs incurred otherwise than wholly in connection with an **ATO Investigation** into **Your** business income or profits.

- Any **Claim** where:
 - deliberate mis-statements have been made in respect of accounts, returns or any other submissions made to the relevant authorities with intent to deceive;
 - **You** have failed to notify **Your** business status to the relevant authorities within a statutory period;
 - there has been a failure to maintain or submit accurate, truthful and up-to-date records and returns or a failure to observe statutory time limits or requirements;
 - a false representation has been made either knowingly or without belief in its truth and this has resulted in a mis-statement of amounts payable, expenses claimed, income or profits chargeable or losses allowable for tax or contributions purposes or of expenses payments made;
- Any **Claim** arising from or relating to:
 - an investigation or inquiry by the Prosecutions Division of the **ATO** or following the transfer of an inquiry to that Division;
 - avoidance schemes relating to tax or superannuation contributions under the Superannuation Industry (Supervision) Act 1993 (Commonwealth of Australia); and/or
 - GST refunds in countries outside Australia or Import GST.

General Exclusions

WHAT WE DO NOT COVER

We shall not be liable to pay **You** for **Legal Expenses** incurred in respect of:

1. **Your** defence in civil legal proceedings arising from:
 - a) Injury or disease including psychiatric injury and stress; or
 - b) Loss, destruction or damage of or to property; or
 - c) Alleged breach of any professional duty; or
 - d) Any non-contractual wrongful act or infringement of a right (other than as specified in **Section D Property Disputes** if **You** are covered under that Section of Cover as specified in the **Insurance Schedule**); or
2. Any dispute or legal proceedings brought, made or commenced outside the **Territorial Limits**; or
3. **Legal Expenses** incurred without **Our** prior written consent or for a sum in excess of **Our** consent; or
4. Any **Claim** or possible **Claim** relating to or arising from any cause, event or circumstance occurring prior to or existing at inception of this **Policy** and which has or which **You** knew or ought reasonably to have known may give rise to a dispute or legal proceedings by or against **You**; or
5. Fines or other penalties imposed by a Court or tribunal; or
6. Any dispute or legal proceedings in respect of which **You** are, or but for the existence of this **Policy** would be, entitled to any payment under any insurance policy whether a legal expenses insurance or not or under a legal aid certificate or representation order; or
7. Any **Claim** arising from **Your** intentional wrongdoing or an act or omission with reckless disregard as to its consequences; or
8. Any dispute or legal proceedings with Government or Local Authority departments concerning the imposition of statutory charges; or
9. Disputes or legal proceedings between **You** as specified in the **Insurance Schedule** or any **Endorsement**, or with any parent company or subsidiary company or associated company or partner; or
10. Any dispute or legal proceedings between **You** and **Us**, or **You** and the **Appointed Representative**, or **You** and **Your** Insurance Intermediary, or **You** and the **Policyholder**; or
11. Any dispute or legal proceedings arising out of breach or alleged breach of confidentiality or passing off whether related to intellectual property or not; or
12. Any dispute or legal proceedings arising out of the ownership or existence of any intellectual property rights; or
13. Any dispute or legal proceedings arising out of or in connection with actual or alleged defamation or malicious falsehood; or
14. Any **Legal Expenses** incurred in respect of or in connection with a judicial review other than an appeal of a decision of legal proceedings to which **Our** prior written consent has been granted; or
15. Appeals arising out of legal proceedings to which **Our** prior written consent has not been granted or withdrawn; or
16. Any claim, legal liability or any loss or damage to property or **Property** directly or indirectly caused by or contributed to by seepage, pollution or contamination of any kind; or
17. Any **Legal Expenses** which **You** should or would have had to incur irrespective of any dispute or legal proceedings; or
18. Any expense, legal liability or any loss or damage to property or **Property** directly or indirectly caused by or contributed to by:
 - a) Ionising radiations 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 assembly or nuclear component; or
19. Any loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with (including any action taken in controlling, preventing, suppressing or in any way relating to any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
- a) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
 - b) Any act including but not limited to the use or threat of force or violence by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), 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.
20. Any legal costs and expenses for, incurred as a result of, or arising out of a **Cyber Act** or **Cyber Incident**.
21. Any actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
- a) For the purposes of this exclusion, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
- As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - c) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

General Conditions

These are the conditions of the insurance coverage under this **Policy** that **You** need to meet as **Your** part of this contract. If **You** do not meet these conditions, **We** may need to reject **Your Claim** or a **Claim** payment could be reduced. In some circumstances, **Your Policy** may not be valid.

Instruction and Choice of Appointed Representative and Counsel

We will choose an **Appointed Representative** to act on **Your** behalf in any **Claim**.

In all cases the **Appointed Representative** shall be appointed in the name of and on behalf of **You**. If in the course of any **Claim** the **Appointed Representative** wishes to instruct Counsel or an expert, Counsel's or the expert's name and an explanation of the necessity for this instruction must be submitted to **Us** for **Our** prior written consent to the proposed instruction which will not be unreasonably withheld.

Payment of Legal Expenses

All invoices and requests for payment for **Legal Expenses** which **You** receive from the **Appointed Representative** should be forwarded to **Us** as soon as practicable upon receipt. If **We** so require **You** must ask the **Appointed Representative** to submit to **Us** the bill of costs for assessment or certification by the appropriate Law Society, Court or tribunal. **You** are responsible for payment of all **Legal Expenses**. **We** may settle these requests for payment of **Legal Expenses** directly at **Our** discretion if requested by **You** to do so. The payment of some **Legal Expenses** by **Us** is not an indication that all **Legal Expenses** will be paid.

Recovery of Costs

Whenever **You** are awarded costs or under the terms of any settlement where costs are included, those costs are to be repaid to **Us**.

You and **Your Appointed Representative** must make every effort to make a full recovery of costs. Where a settlement purports to be a global or a without costs settlement or where costs are awarded but not recovered, **You** agree that a fair and reasonable proportion of that settlement will be deemed costs and due to **Us**. Where this settlement is paid in instalments all costs to **Us** shall be paid first.

Appeal Procedure

If, following legal proceedings to which **We** have given **Our** prior written consent, **You** wish to appeal against the judgment or decision of a Court or tribunal, the grounds for this appeal must be submitted to **Us** through the **Appointed Representative** as soon as practicable so that **We** may consider whether to consent to this further action.

If an appeal is lodged against a judgment or decision of a Court or tribunal made in **Your** favour following legal proceedings to which **We** have given **Our** prior written consent, **You** must notify **Us** as soon as practicable in order that cover may continue. **We** will inform the **Appointed Representative** of **Our** decision. If **We** so require it **You** must co-operate in an appeal against the judgment or decision of a Court or tribunal.

Duty to Mitigate

You must take all reasonable precautions to avoid, prevent and mitigate **Claims**, disputes or legal proceedings. **You** must use every endeavour and take all reasonable measures to minimise the cost and effect of any **Claim**.

Alteration of Risk

You must notify **Us** as soon as practicable in writing of any change in circumstances that might affect **Our** decision to provide **You** with this **Policy** or the premium charged. Examples include changes to **Your Business Description** or the acquisition of or by another company.

Exercise of Reasonable Care

You must exercise reasonable care to prevent injury, loss or damage to **You** or others and comply with all the terms and conditions of this **Policy**.

Proper Law

This **Policy** will be governed in accordance with the laws of the Commonwealth of Australia. Any disputes arising out of the **Policy** will be subject to determination by an Australian Court within the State or Territory in which the **Policy** was issued and according to the laws applicable to the jurisdiction.

Privacy Act 1988

You agree that any information provided to **Us** regarding **You** will be processed by **Us** in compliance with the provisions of the Privacy Act 1988 for the purposes of providing insurance, facilitating renewal of insurance and handling **Claims**, if any, which may necessitate providing this information to third parties including **Your Insurance Intermediary** and **Your** data being transferred outside of Australia.

Your Insolvency or Liquidation

If **You** become insolvent or are placed in liquidation, receivership, administration or bankruptcy or enter into a voluntary arrangement or deed of arrangement or if any application is made to the Court or meeting convened for any these purposes **We** have the right to cease to provide insurance coverage under this **Policy** for **Legal Expenses** despite any previous consent **We** may have granted.

Goods and Services Tax

If **You** are registered for GST, **We** will not pay the GST element of any **Legal Expenses**.

Rights of Third Parties

Unless specifically agreed by **Us** in writing otherwise, nothing in this **Policy** is intended to give any third party any right to enforce any term of this **Policy**.

Sanctions, Export and Exchange Control

We shall not be liable to pay any **Claim** or provide any benefit hereunder to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

Several Liability

We are liable only for the proportion of liability **We** have underwritten. **We** are not jointly liable for the proportion of liability underwritten by any other insurer. Nor are **We** responsible for any liability of any other insurer that may underwrite this contract of insurance.