

Personal Legal Expenses Cover for Employees Endorsement

DEFINITIONS (words with special meaning)

For the purpose of this endorsement only:

Insured/You/Yours means the person named on the current **Schedule** as the 'Insured' and those persons permanently living at the **Principal Residence** including their spouse; de facto partner and member of their immediate family (being their parents and any unmarried children).

For the purpose of this endorsement only, the following additional definitions apply:

Personal Injury means any bodily injury or death suffered by the **Insured**, but not connected with an injury at work.

Principal Residence means the primary dwelling that the **Insured** usually inhabits for the majority of the time.

COVER

WHAT IS COVERED The Insurer will indemnify the Insured under the following Sections of Cover as are specified as covered in the Schedule , subject to the terms of this Policy and up to but not exceeding the Limit of Indemnity and the Annual Aggregate Limit :	WHAT IS NOT COVERED The following exclusions apply in respect of the following sections of cover:
<p>1. Tax Audit</p> <p>1.1 The Insured's Costs arising directly from an ATO Investigation in respect of a Claim being 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.</p>	<p>1. Tax Disputes and Investigations</p> <p>1.1. Costs incurred in dealing with routine matters which do not fall within a Claim in respect of an ATO Investigation.</p> <p>1.2. Any Claim where:</p> <p>1.2.1. deliberate mis-statements have been made in respect of accounts, returns or any other submissions made to the ATO with intent to deceive;</p> <p>1.2.2. 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;</p> <p>1.2.3. 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;</p> <p>1.3. Any Claim arising from or relating to:</p> <p>1.3.1. an investigation or inquiry by the Prosecutions Division of the ATO or following the transfer of an inquiry to that Division; and/or</p> <p>1.3.2. avoidance schemes relating to tax or superannuation contributions under the Superannuation Industry (Supervision) Act 1993 (Cth).</p>
<p>2. Property Protection</p> <p>The Insured's Costs, of a Legal Action in respect of a Claim arising from a dispute relating to the Insured's Principal Residence following:</p> <p>2.1 an event which causes or could cause physical damage to the Insured's Principal Residence;</p> <p>2.2 a public or private nuisance or trespass;</p> <p>2.3 actual action or an indicated intention by a neighbour to erect or remove a dividing fence.</p>	<p>2. Property Protection</p> <p>Any Claim arising from or relating to:</p> <p>2.1 Any building or land other than the Insured's Principal Residence; and/or</p> <p>2.2 The compulsory purchase of, or restrictions or controls placed on your property by any government, local or public authority.</p> <p>2.3 Any dispute with another insurer related to the Insured's Principal Residence.</p>

<p>3. Personal Injury</p> <p>The Insured's Costs of a Legal Action in respect of a Claim arising from an event causing the Insured personal injury or death.</p>	<p>3. Personal Injury</p> <p>3.1. Any Claim arising from or relating to:</p> <p>3.1.1. defending a claim other than defending a counter claim; and/or</p> <p>3.1.2. An injury suffered at work or in connection with work, unless caused by a third party (not being the Insured's employer).</p>
<p>4. Contract / Consumer</p> <p>The Insured's Costs of a Legal Action in respect of a Claim arising from a dispute arising out of an agreement or alleged agreement for goods or services which has been entered into by the Insured, where amount in dispute exceeds \$3,000.</p> <p>The facts and circumstances giving rise to the dispute must first occur at least 90 days after the start of the First Period of Insurance.</p>	<p>4. Contract / Consumer</p> <p>4.1. Any Claim arising from or relating to:</p> <p>4.1.1. the letting leasing or licensing of land or buildings where the Insured acts as the landlord;</p> <p>4.1.2. loans, mortgages, endowments, pensions, or any other financial or investment product;</p> <p>4.1.3. a business, venture for gain, profession or employment of the insured;</p> <p>4.1.4. a contract involving the sale or purchase of a motor vehicle, motorcycle or watercraft;</p> <p>4.1.5. a settlement due under an insurance policy; and/or</p> <p>4.1.6. an amount in dispute of less than \$3,000.</p>

LIMIT OF LIABILITY

Our maximum **Limit of Liability** applicable to this endorsement is \$25,000 any one claim, any one employee. Our maximum **Annual Aggregate Limit** applicable to this endorsement is \$50,000 any one employee and \$250,000 for all claims.

ADDITIONAL EXCLUSIONS

For the purpose of this endorsement only, the following additional exclusions apply to all sections of this endorsement:

1. Excluded Claims

- 1.1. Any **Claim**;;
 - 1.1.2 in respect of any class, group or representative action/litigation/proceedings;
 - 1.1.3 relating to a dispute between the **Insured** and any of their immediate family members;
 - 1.1.4 arising from an **Insured's** deliberate or reckless act;
 - 1.1.5 arising from or relating to a judicial review;
 - 1.1.6 relating to a business or venture for gain of the **Insured**.

EXCESS

The following excess applies to this endorsement:
\$1,000

Other as amended above, this endorsement is subject to the terms and conditions of the policy.