



Legal Expenses

(For Sporting Bodies, Associations & Clubs)

Policy Wording

Policy Information

Policy Terms and Conditions

This part of the document contains the **Policy** terms and conditions, which detail all the terms, conditions and exclusions relating to the **Policy**.

In addition to the **Policy**, **You** will be given a **Policy Schedule**. The **Policy Schedule** sets out the specific terms applicable to **Your** cover and should be read together with these **Policy** terms and conditions.

The **Policy** terms and conditions and the **Policy Schedule** **We** send to **You** form **Your** legal contract with **Us** so please keep them in a safe place for future reference.

If **You** require further information about this product, please contact **Your** Broker or search for a Broker near **You** at www.sportscover.com.

Your Duty of Disclosure – The Things You Need to Tell Us

Under the Insurance Contracts Act 1984 (Cth), **You** have a Duty of Disclosure. **You** are required before **You** enter into, renew, vary, extend or reinstate **Your Policy**, to tell **Us** everything **You** know and that a reasonable person in the circumstances could be expected to know, that is a matter relevant to **Our** decision whether to insure **You**, and/or anyone else to be insured under the **Policy**.

You do not have to tell **Us** about any matter

- (a) That diminishes the risk;
- (b) That is of common knowledge;
- (c) That **We** know or should know in the ordinary course of **Our** business as an insurer; or
- (d) Which **We** indicate **We** do not want to know.

If **You** do not tell **Us**

If **You** do not comply with **Your** Duty of Disclosure **We** may refuse or deny any **Claim** **You** make and/or cancel the **Policy**. If **You** fraudulently keep information from **Us** or deliberately make false statements **We** may avoid **Your** contract and treat **Your** insurance as if it never existed.

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 Dispute Resolution

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. Please contact Sportscover Australia in the first instance:

Sportscover Australia Pty Ltd
Compliance Department
Locked Bag 6003
Wheelers Hill Victoria 3150
Or
Email: idr@sportscover.com

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:
Sportscover Australia Pty Ltd

Privacy

The Privacy Act 1988 and its amendments seeks to ensure the confidentiality, accuracy and security of any personal information **We** my collect, use or disclose.

The Sportscover Australia Privacy **Policy**, details how **We** will comply with **Our** Privacy obligations regarding personal information **We** hold, use or collect. It is available on request and can be accessed on the Sportscover Website www.sportscover.com.

You have the right to access and correct **Your** personal information held by Sportscover Australia Pty Ltd. If **You** would like to do this, please contact Sportscover Australia Pty Ltd on 03 8562 9100. Further information regarding this process can be found on the Sportscover Australia Website.

How to make a Claim

If an event giving rise to a **Claim** under this **Policy** occurs please provide details as soon as practically possible by contacting **Your** broker or the **Claims** Department:

Sportscover Australia Limited
Locked Bag 6003
Wheelers Hill Victoria 3150
Telephone: +61 (0)3 8562 9100
Fax: +61 (0)3 8562 9111
Email: asiapac.claims@sportscover.com

Insurer

The **Policy** is underwritten by certain Underwriters at Lloyd's.

Our Agreement with You

This **Policy** is a legal contract between **You** and Us. **You** pay Us the premium, and **We** provide **You** with the cover **You** have chosen as set out in the **Policy Schedule** and wording for events occurring

during the **Period of Insurance** shown on **Your Policy Schedule** or any renewal period. The amount of any Deductible that applies to **Your Policy** will be shown on **Your Policy Schedule**.

The exclusions in the section(s) headed 'When **You** are not covered' and conditions in the section(s) headed 'General Conditions' apply to this **Policy**. **Your Policy** consists of the **Policy** terms and conditions in this document and the **Policy Schedule** **You** receive.

Please read **Your Policy** carefully, and satisfy Yourself that it provides all the cover **You** require. It is an important document and **You** should keep it in a safe place with all other papers relating to this insurance.

Other Interested Parties

You must tell Us of the interests of all parties (e.g. financiers, owners, lessors) who will be covered by this insurance. **We** will protect their interests only if **You** have told Us about them and **We** have noted them on **Your Policy Schedule**.

Paying Your Premium

You must pay **Your** premium prior to the commencement of this **Policy** or by the due date. If **We** do not receive **Your** premium by this date or **Your** payment is dishonoured this **Policy** will not operate and there will be no cover.

Preventing Our Right of Recovery

If **You** have agreed not to seek compensation from another person who is liable to compensate **You** for any Loss, damage or liability which is covered by this **Policy**, **We** will not cover **You** under this **Policy** for that Loss, damage or liability.

Fraudulent Claim

If **You** make any application for indemnity under this **Policy** knowing that such application for indemnity is false or fraudulent, **Your** right to indemnity in respect of such **Claim** shall be void.

Subrogation

We shall be entitled to **Claim** indemnity or contribution at any time in **Your** name from any party against whom **You** may have rights provided always that **We** shall not exercise any subrogation rights of recovery against any of **Your Employee(s)** or former **Employee(s)** unless the **Claim** has been brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the **Employee(s)** or former **Employee(s)**.

Other Insurance

In the event of a **Claim** in respect of which indemnity is granted under this **Policy** and in respect of which some other person(s) or entity has taken out a **Policy(ies)** of insurance with Us and is also entitled to indemnity under this **Policy**, **We** shall only be liable to pay all such Insureds under all such policies in respect of such **Claim**, an amount in aggregate not greater than the largest Limit of Indemnity of any one of such policies.

Currency

All premiums and **Claims** (if any) are payable at the place and in the currency of the country where the **Policy** was issued.

Proper Law of the Policy

This insurance shall be governed by the law of the territory, state or country in which the **Policy** was issued and whose courts shall have jurisdiction in any dispute arising hereunder. For the purpose of this condition the place of issue in the **Policy Schedule** shall be conclusive.

Cancellation

We may cancel this **Policy** for any of the reasons and within the timeframes allowed by the Insurance Contracts Act (1984) as amended. **We** will return a rateable proportion, calculated on a seasonal basis, of any Premium paid by **You** in respect of any unexpired cover (if any).

You may cancel this **Policy** within fourteen (14) days after the Inception Date by contacting the Coverholder and **We** will refund any Premium and Insurance Premium Tax that may have been collected provided that no **Claim** has been notified to Us. If **You** do not do so **You** will be deemed to have accepted this **Policy** and to have agreed to be bound by its terms and conditions. Thereafter, **You** have the right to cancel this **Policy** at any time by contacting the Coverholder. **We** will return a rateable proportion, calculated on a seasonal basis, of any Premium paid by **You** in respect of any unexpired cover (if any). If however **You** request the cancellation of this **Policy** and The Company have been notified of a **Claim** or a pending **Claim** against this **Policy**, **We** will retain 100% of the premium.

Excess

Our liability for any one Loss shall only apply to that part of each Loss which is in excess of the **Excess** specified in the **Policy Schedule** and such **Excess** shall be borne by **You** at **Your** own risk.

Unless otherwise expressed in the **Policy Schedule**, all **Excess** in respect of **Claims** are inclusive of Defence Costs up to the amount of the **Excess**.

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 **Policy 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.

Appointed Representative

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

Associated Entity

means any **Associated Entity** whether it be a Corporation or any other type of Entity, **Association** or Club which **You** own, on or before the inception of the **Period of Insurance**, more than or equal to 25% of the issued and outstanding voting rights, either directly or indirectly through one or more of its **Subsidiaries**.

Association

means:

- (a) the Insured or entities specified in the **Policy Schedule**; and
- (b) any **Subsidiary** as defined in existence at the commencement of the **Period of Insurance**.

Business

means a sporting club, leisure business and/or **Member** of the sporting **Association** designated in the **Policy Schedule**. The said business includes all activities connected with the sport including responsibilities as landlord, tenants, **Property** owners and organisers of social and fund-raising activities.

Business

As specified in the **Policy Schedule**.

Claim

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

Co-Insurance

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

Committee

means:

- (a) Any auxiliary **Committee**, foundation, trust (other than a superannuation trust), or Fundraising **Committee**;
- (b) Any disciplinary, examining or research body or **Committee**;
- (c) Any sporting or social club **Committee**.

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 2002 or it's equivalent in the State or Territory where **You** are located.

Contracting Party

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

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 **Policy Schedule** which form part of this insurance contract.

Employee

Any person under a contract of service with **You**. **Employee** includes directors, **Officers**, volunteers, but not consultants, independent contractors, secondees to or agents or their respective **Employees** (including the **Employees** of labour-hire agencies).

Excess

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

Insured

Means the club, the **Association** or entities specified in the **Policy Schedule**;

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** is limited to the amounts specified in the **Policy Schedule** for:

- **Any One Claim**; or
- All **Claims** notified during the **Period of Insurance**.

Medical Persons

means all qualified medical and allied healthcare professionals engaged by **You** for the purpose of **Your Business**.

Member

means any member, temporary player or other person actively engaged in and appropriately registered for the purpose of playing the Sport named in the **Policy Schedule**.

Minimum Sum in Dispute

The sum in dispute between **You** and the **Contracting Party** as specified in the **Policy 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 offences, 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.

Officer

means any secretary or **Office Bearer**, and any **Employee** who is concerned in, or takes part in, the management of **Your Business** regardless of the name that is given to their position.

Office Bearer

means any of **Your** past, present or future directors, **Committee** members, secretary, **Officers**, **Employees** and volunteers or any **Trustees**, or any natural persons who by virtue of any applicable legislation or law is deemed to be a director or **Officer**.

Office Bearer does not include:

- (a) a receiver, receiver and manager, official manager, liquidator, administrator, **Trustee** or other person administering a compromise or scheme of arrangement made between **You** and any other person or persons;
- (b) any **Employee** or volunteer while not acting in the management of the **Association** or as a **Trustee**;
- (c) any **Association**, organisation or other body corporate.

Period of Insurance

As specified in the **Policy Schedule**.

Policy

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

Policy Schedule

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

Property

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

Retroactive Date

The date as specified in the **Policy Schedule** or the date from which **You** have held uninterrupted insurance providing coverage equivalent to this **Policy**, even if **You** changed insurer during this time. Any **Claim** arising from a cause, event or circumstance prior to this date or the commencement date of **Your** previous uninterrupted insurance is not covered by this **Policy**.

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**.

Subsidiary

means any entity in which **You** own or control, directly or indirectly, in any combination, more than 50% of the voting rights representing the present right to vote for election of directors; or any entity which is deemed to be **Your Subsidiary** under any applicable legislation, law or Australian Accounting Standard.

Subsidiary does not include any club or **Association** or other like entity over which **You** exercise control but do not elect a board.

Territorial Limits

As specified in the **Policy Schedule**.

Trustee

means any of **Your Office Bearers** if validly appointed to act, and while acting in the capacity, as a **Trustee** of a Fund.

We / Us / Our

Sportscover Australia Pty. Ltd.

You / Your

The **Association, Associated Entity, Business or Subsidiary** as specified in the **Policy Schedule** and if requested by **You** and agreed in writing by **Us**, also to include any **Employee, Committee, Medical Person, Member, Officer, Office Bearer or Trustee**, 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 **Policy 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 **Policy 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 **Policy 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**.

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 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
- Contracts for broadcasting, media or image rights;

- 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 including **Offences Against the Person**; and
- **Your** representation (including written submissions) at an interview under caution by the Police or a prosecuting authority, provided that **You** have not been required to attend an interview under caution at a police station immediately following **Your** arrest for an alleged offence.
- 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** unless a not guilty plea is maintained throughout; 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.

Exclusions to Section F

WHAT WE DO NOT COVER

We shall not be liable to pay **You** in respect of any fines, penalties, costs of notifying data subjects of any security or similar breach, crisis consultancy costs, credit monitoring expenses, forensic and other investigation expenses, IT expert expenses, public relations expenses, or any other amount which is covered under another insurance **Policy** including but not limited to a cyber insurance **Policy**.

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).

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 **Policy 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 **Policy 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

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:

- b) 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
- c) 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

d) 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 court 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 **You** 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**.

Arbitration

Any dispute between **You** and Us shall be referred to a single Arbitrator who shall be a lawyer agreed upon by both **You** and Us or upon failing agreement, a lawyer who is nominated by the President of the Law Society of the state in which **You** are registered. The apportionment of the costs of the arbitration between **You** and Us shall be determined by the Arbitrator.

Proper Law

We and **You** are free to choose the law applicable to this **Policy**. Unless **We** and **You** specifically agree to the contrary, this **Policy** shall be subject to the Laws and Jurisdiction of the Commonwealth of Australia.

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 deemed to provide insurance cover and **We** shall not be liable to pay any **Claim** or provide any benefit under this **Policy** 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, Singapore, the United States of America or the United Kingdom.

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.