



QBE Insurance (Australia) Limited

# Fee Insure & Fee Insure Plus

Commercial Accident Insurance Policy

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## About this booklet

There are two parts to this booklet. The first part is Important Information about this Policy including information about how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

The second part is your Policy Wording which sets out the detailed terms, conditions and exclusions of the Policy.

Because we don't know your own personal circumstances, you should treat any advice in this booklet as purely general in nature. It doesn't consider your objectives, financial situation or needs. You should carefully consider the information provided with regard to your personal circumstances to decide if it's right for you.

### For more information or to make a claim

Please take the time to read through this booklet and if you have any questions, need more information or to confirm a transaction, please contact:

- your financial services provider. The contact details for your financial services provider are set out in the documentation they give you.

The section titled 'Claims' at the end of this booklet tells you the full details about what you need to do in the event of a claim. If you'd like to make a claim or to enquire about an existing claim please contact:

- your financial services provider.

### About QBE Australia

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group Limited ABN 28 008 485 014 (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the largest insurers and reinsurers in the world.

## General Information for Fee Insure and Fee Insure Plus policy

In this first part of the booklet we explain important information about this Policy including how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

### 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.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

### If you do not tell us something

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

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

### The General Insurance Code of Practice

QBE Australia is a signatory to the General Insurance Code of Practice.

The Code aims to:

- Commit us to high standards of service
- Promote better, more informed relations between us and you
- Maintain and promote trust and confidence in the general insurance industry
- Provide fair and effective mechanisms for the resolution of complaints and disputes between us and you
- Promote continuous improvement of the general insurance industry through education and training.

### Privacy

We'll collect personal information when you deal with us, our agents, other companies in the QBE group or suppliers acting on our behalf. We use your personal information so we can do business with you, which includes issuing and administering our products and services and processing claims. Sometimes we might send your personal information overseas. The locations we send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in detail where and from whom we collect personal information, as well as where we store it and the full list of ways we could use it. To get a free copy of it please visit [qbe.com.au/privacy](http://qbe.com.au/privacy) or contact QBE Customer Care.

It's up to you to decide whether to give us your personal information, but without it we might not be able to do business with you, including not paying your claim.

## Resolving complaints & disputes

At QBE we're committed to providing you with quality products and delivering the highest level of service.

We also do everything we can to safeguard your privacy and the confidentiality of your personal information.

### Something not right?

We know sometimes there might be something you're not totally happy about, whether it be about our staff, representatives, products, services or how we've handled your personal information.

#### Step 1 – Talk to us

If there's something you'd like to talk to us about, or if you'd like to make a complaint, speak to one of our staff. When you make your complaint please provide as much information as possible. They're ready to help resolve your issue.

You can also contact our Customer Care Unit directly to make your complaint. Our aim is to resolve all complaints within 15 business days.

#### Step 2 – Escalate your complaint

If we haven't responded to your complaint within 15 days, or if you're not happy with how we've tried to resolve it, you can ask for your complaint to be escalated for an Internal Dispute Resolution (IDR) review by a Dispute Resolution Specialist.

The Dispute Resolution Specialist will provide QBE's final decision within 15 business days of your complaint being escalated, unless they've requested and you've agreed to give us more time.

#### Step 3 – Still not resolved?

If you're not happy with the final decision, or if we've taken more than 45 days to respond to you from the date you first made your complaint, you can contact the Australian Financial Complaints Authority (AFCA). AFCA is an ASIC approved external dispute resolution body.

AFCA resolves insurance disputes between consumers and insurers, at no cost to you. QBE is bound by AFCA decisions - but you're not. You can contact AFCA directly and they'll advise you if your dispute falls within their Rules.

#### *Disputes not covered by the AFCA Rules*

If your dispute doesn't fall within the AFCA Rules, and you're not satisfied with our decision then you may wish to seek independent legal advice.

#### *Privacy complaints*

If you're not satisfied with our final decision and it relates to your privacy or how we've handled your personal information, you can contact the Office of the Australian Information Commissioner (OAIC).

## Contacting QBE's CCU, AFCA or the OAIC

### How to contact QBE Customer Care

Phone	1300 650 503 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays). Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	<ul style="list-style-type: none"> <li>complaints@qbe.com, to make a complaint.</li> <li>privacy@qbe.com, to contact us about privacy or your personal information.</li> <li>customercare@qbe.com, to give feedback or pay a compliment.</li> </ul>
Post	Customer Care, GPO Box 219, Parramatta NSW 2124

### How to contact AFCA

Phone	1800 931 678 (free call)
Email	info@afca.org.au
Online	www.afca.org.au
Post	Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

### How to contact the OAIC

Phone	1300 363 992 Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	enquiries@oaic.gov.au
Online	www.oaic.gov.au

## Cooling-off information

If you change your mind within 21 days of buying your Policy, you can cancel it and receive a full refund. Naturally, this doesn't apply if you've made or are entitled to make a claim. Even after the cooling off period ends, you still have the right to cancel your Policy. However, we may deduct some costs from any refund, as set out in the Policy Wording under 'Cancelling your Policy'.

To cancel your Policy within the cooling-off period, contact your financial services provider electronically or in writing.

The information contained in this part is general information only and does not form part of your contract with us. The Policy Terms and Conditions in the rest of this booklet contain details of your contract.

## Policy Terms and Conditions for Fee Insure and Fee Insure Plus policy

### Insurer

The Policy is underwritten by QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFS Licence No. 239545.

### 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, occurring during the period of insurance shown on your Policy Schedule or any renewal period.

The excesses set out in the section headed 'What you must pay if you make a claim – Excess' apply to all claims except where otherwise stated. The amount of any excess 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 headed 'General Conditions' apply to all types of cover.

### Your Policy

Your Fee Insure and Fee Insure Plus Policy consists of the Policy Terms and Conditions in this booklet and the Policy Schedule we give you.

Please read your Policy carefully, and satisfy yourself that it provides the cover you require.

If you want more information about any part of your Policy, please ask us, or your financial services provider.

The address and telephone number of your QBE branch are on your Policy Schedule.

You should keep your Policy booklet and Policy Schedule together in a safe and convenient place for future reference.

The Policy has a General section, an Audit section and a Legal section.

The Audit Fee Section applies to Returns lodged for the financial year specified in the Policy Schedule. It may also apply to a number of prior financial years but only if you have chosen Retrospective Cover. This will also be shown in the Policy Schedule. Cover does not apply to any knowledge or advice of a pending audit which, prior to the Period of Insurance, you knew, or ought reasonably to have known, was likely to give rise to a claim under this Policy.

The Legal Fee section applies to Commercial Disputes which first occur, and are notified to us, during the Period of Insurance. Cover does not apply to anything which, prior to the Period of Insurance, you knew, or ought reasonably to have known, was likely to give rise to a Commercial Dispute.

The Legal Fee section does not provide any cover with respect to Legal Proceedings that are of an individual, personal or domestic nature unless the Legal Proceedings have arisen from you conducting or operating a business.

Therefore, if an individual, only the General and Audit Fee sections apply (Fee Insure). If self-employed or a business entity, the General and Audit Fee apply (Fee Insure) or the General, Audit Fee and Legal Fee apply (Fee Insure Plus).

### Other party's interests

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.

### How you can pay your premium

You can pay your premium in one (1) annual payment by cash, cheque or EFTPOS.

### Paying your premium

You must pay your premium 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.

### How Goods and Services Tax (GST) affects any payments we make

The amount of premium payable by you for this Policy includes an amount on account of the GST on the premium.

When we pay a claim, your GST status will determine the amount we pay.

When you are:

- (a) not registered for GST, the amount we pay is the sum insured/limit of liability or the other limits of insurance cover including GST;
- (b) registered for GST, we will pay the sum insured/limit of liability or the other limits of insurance and where you are liable to pay an amount for GST in respect of an acquisition relevant to your claim (such as services to repair a damaged item insured under the Policy) we will pay for the GST amount.

We will reduce the GST amount we pay for by the amount of any input tax credits to which you are or would be entitled if you made a relevant acquisition. In these circumstances, the Input Tax Credit may be claimable through your Business Activity Statement (BAS).

You must advise us of your correct Australian Business Number and Taxable percentage.

Any GST liability arising from your incorrect advice is payable by you.

Where the settlement of your claim is less than the sum insured/limit of liability or the other limits of insurance cover, we will only pay an amount for GST (less your entitlement for Input Tax Credit) applicable to the settlement. This means that if these amounts are not sufficient to cover your loss, we will only pay the GST relating to our settlement of the claim.

We will (where relevant) pay you on your claim by reference to the GST exclusive amount of any supply made by any business of yours which is relevant to your claim.

GST, Input Tax Credit (ITC), Business Activity Statement (BAS) and Acquisition have the same meaning as given to those expressions in *A New Tax System (Goods and Services Tax) Act 1999* and related legislation as amended from time to time.

Taxable Percentage is your entitlement to an Input Tax Credit on your premium as a percentage of the total GST on that premium.

## Queries about this Policy

If you have any queries regarding this Policy, please visit the website: [www.feeinsure.com](http://www.feeinsure.com) or feel free to call Underwriting Australia Pty Ltd on (02) 9261 4221 and we will be happy to answer any questions you may have.

Please address any written correspondence to:

Underwriting Australia Pty Ltd  
PO Box 432 Concord West NSW 2138

## Words with special meanings

Some key words and terms used in this Policy have a special meaning.

If words and terms are only used in just one (1) section of the Policy, we will describe their special meaning in that section.

Wherever the following words or terms are used in the Policy, they mean what is set out below:

Word or term	Meaning
Limit of liability	<p>the maximum amount payable under the 'Audit Fee' section for all claims for all financial years you have insured and the 'Legal Fee' section for all claims during the period of insurance regardless of the number of claims or the number of insured parties. This amount will not be reinstated whether automatically or not.</p> <p>The limit of liability under the 'Audit Fee' section is independent of claims incurred under the 'Legal Fee' section and vice versa and each section is not available to meet any claims in excess of the limit of liability under the other section.</p>
Period of insurance	the period shown in the Policy Schedule.
Policy	the Policy wording and Policy Schedule describing the insurance contract between you and us.
Policy Schedule	the schedule of insurance or any endorsement schedule we give you.
Policy wording	this document.
Premium	the amount shown as premium on the Policy Schedule or tax invoice.
Tax invoice	the invoice sent to you by your insurance intermediary.
Territorial limits	Australia, its States or Territories.
You or your	<p>(a) Where 'Individual Pack' has been selected – the nominated individual, their spouse or partner and any passive trusts or personal super-funds, or</p> <p>(b) Where 'Self-Employed Pack' has been selected – a self employed person (who may be an individual, a business, body corporate, trust, superannuation fund, registered company, partnership, non-profit</p>

Word or term	Meaning
	<p>organisation or association, or other like entity but which does not have any employees other than you or your spouse or partner), or</p> <p>(c) Where 'Business Pack' has been selected - a business (who may be a sole trader, a business, body corporate, trust, superannuation fund, registered company, partnership, non-profit organisation, association, joint venture, an entity that is only required to register for specific statutory purposes or other like entity and which does have employees) legally required to separately lodge return(s), or</p> <p>(d) As otherwise specified, and named in the Policy Schedule.</p>
We, our or us	QBE Insurance (Australia) Limited ABN 78 003 191 035.

## Types of cover

Section 1 : Audit Fee

Section 2 : Legal Fee

### Section 1: Audit Fee

Words with special meanings

Word or term	Meaning
Audit	<p>any form of examination, enquiry, investigation, review or audit of you or your lodged returns initiated by a Government Authority or Agency involved in the administration of taxes, duties, Superannuation Guarantee contributions, or Work Cover or Work Safe premiums, as applicable, and shall include a wage audit or review conducted by or on behalf of your insurer.</p> <p>This definition does not include:</p> <ol style="list-style-type: none"> <li>any form of activity involving a review relevant to you maintaining industry status, licence, membership, any form of occupational health and safety type compliance, similar requirements, or</li> <li>any form of activity involving a review of how the professional firm assisting the insured party undertakes its professional duties, or</li> <li>any form of practice or procedural audit of any of your files or those of the insured party, or</li> <li>any activity involving a government authority or agency gathering information or data that is not part of an audit, or</li> <li>any activity involved in the familiarisation, education, training, application, implementation, process or operation of any amendments or changes to existing, or the introduction of new, government or industry regulation.</li> </ol>
Notification date	<p>the date when you or your representative were first made aware of a potential audit, either verbally or in writing. Where you receive a pre-audit questionnaire, subsequent to the lodgment of a return, the notification date is deemed to be the date of receipt of this pre-audit questionnaire.</p>
Professional fees	<p>reasonably incurred fees, costs and expenses of a practising accountant or any other professional you may need to engage such as a qualified advisor, solicitor, lawyer or other professional and disbursement costs. Professional fees does not include professional fees to complete relevant returns, questionnaires or documents required by a government authority or agency that the insured party would ordinarily be required to complete</p>

Word or term	Meaning
	<p>and supply or costs, associated with the reconstruction or rewriting of the insured party's records required for the purpose of the audit.</p>
Retrospective period	<p>the retrospective period shown on the Policy Schedule.</p>
Return	<p>any form of document in a format required by the relevant government agency or authority or relevant managing authority.</p>

### What you are insured against

External professional fees reasonably and properly incurred by you up to the limit of liability specified in the Policy Schedule in connection with assisting in responding to or defending an audit of a return lodged by you or on your behalf for the financial year(s) specified in your Policy Schedule.

### What you are not insured against

We shall not be liable to make any payment:

- in respect of returns lodged where the insured party is seeking a refund of tax or duty that involves further substantiation between the insured party and the relevant government agency. This exclusion does not apply where the relevant government agency submits the insured party to an official review or audit
- in respect of any audit where a return has been prepared, lodged or submitted dishonestly or fraudulently
- for professional fees that are:
  - associated with any criminal prosecution
  - associated with any return lodged outside the Territorial limits, or
  - for any return lodged more than two (2) months outside the lodgment date prescribed or the date prescribed in an authorised extension of time for lodgment, approved in writing by the relevant government or government authority or agency
- for any tax amounts payable pursuant to an amended notice of assessment or adjustment including but not limited to any additional tax, duty, government impost or similar payments
- for any fine or penalty imposed
- in respect of a fraudulent claim
- for a claim arising from any:
  - circumstances known prior to or with a notification date prior to the commencement of this Policy, or
  - verbal or written notice of an impending audit given to you or your representative prior to the commencement of this Policy
- in respect of any audit of that part of a return that includes a deduction, rebate or claim for tax or duty relief arising out of an arrangement adopted for the principal purpose of obtaining that deduction, rebate or claim for tax relief, unless the arrangement has received written approval from the relevant government authority or agency. In this clause the term 'arrangement' includes but is not limited to structures, instruments, products, plans, schemes that are intended to defer, reduce or avoid tax

9. in respect of any audit of any form of managed investment
10. for any costs incurred for any legal action taken against you
11. for any costs incurred for any legal action instituted by you
12. for any audits of returns where you have entered into any form of external administration or receivership or are insolvent as defined in the Corporations Act 2001 or are bankrupt within the meaning of the Bankruptcy Act 1966.

### Optional benefit

Where a retrospective period is shown in the Policy Schedule, we will pay professional fees reasonably and properly incurred by you in connection with assisting in the response to an audit of a return lodged by you or on your behalf for the financial year(s) specified in the retrospective period. Each financial year has its own limit of liability equal to that specified in the Policy Schedule.

## Section 2: Legal Fee

### Words with special meanings

Word or term	Meaning
Co-insurance	that we will share the amount of your claim on the basis that we will be responsible for 75% and you 25% of the amount being claimed with a minimum of \$500 to apply to each claim. we will contribute to the amount of your claim until such times as the limit of liability has been exhausted. If this occurs, we have no obligation to pay any further amounts.
Commercial dispute	a dispute between you and another party arising out of or in connection with your business and does not include disputes between directors, executives, staff, consultants or contractors as it relates to employment and employment practice issues or any other party or individual where the matter is of a personal, domestic or household nature.
Contract	a contract entered into and governed by the laws of Australia or its Territories and the performance of the contract must take place in whole in Australia or its Territories.
Legal costs	legal fees, mediation costs, opponent civil costs and disbursements originating from a commercial dispute reasonably and properly incurred and charged to you in accordance with the appropriate statutory or court scale where there is one and at reasonable rates where there is not. Where you and we cannot agree whether legal fees, costs or disbursements have been reasonably and properly incurred and charged, you and we will refer the matter to assessment or decision of a legal costs consultant approved by us, and be bound by their decision.
Legal proceedings	any proceedings taken against you or any appeal in any Court or Tribunal of competent jurisdiction within the Territorial limits and which are subject to Australian law.
Mediation	a mediation presided over by a qualified mediator mutually agreed by you and the opponent party or such other alternative dispute resolution as agreed between you and us that is appropriate for the particular commercial dispute.
Opponents civil costs	any fees, charges, expenses and disbursements ordered to be paid by you by a court or tribunal in connection with legal proceedings arising from a commercial dispute, such costs to be assessed or agreed to by us or assessed through the court processes.

## What you are insured against

Your legal costs (and opponents civil costs) up to the limit of liability specified in the Policy Schedule that you reasonably and properly incur by engaging external legal counsel in responding to or defending a legal proceeding taken against your business for a commercial dispute within Australia that first occurs, and which you notify to us, during the period of insurance.

## What you are not insured against

We shall not be liable to make a payment:

1. for legal fees where you are instigating legal action;
2. for any fact or circumstance, act, omission or dispute which you knew or ought reasonably to have known prior to or existing at the commencement of this insurance was likely to give rise to a commercial dispute;
3. for legal costs or opponents civil costs incurred prior to notification and acceptance of a claim by us;
4. for personal injury or property damage;
5. for legal costs or opponents civil costs where any two or more parties are named in the Policy Schedule;
6. when you are bankrupt or have committed an act of bankruptcy or have made an arrangement with your creditors or have entered into a deed of arrangement or are in liquidation or part or all of your affairs or property are in the care or control of a receiver;
7. for any commercial dispute that is not within the jurisdiction of a court or tribunal within the Territorial limits;
8. for any fine, penalty, civil penalty, punitive, exemplary, multiple, or aggravated damages or compensation;
9. involving the recovery of any monies owed by you or to you;
10. for legal proceedings that involve defamation, slander or libel
11. directly or indirectly caused by or arising from, in whole or part, any criminal act committed deliberately by you except as expressly provided for in this Policy;
12. for costs which you may be ordered to pay by a criminal jurisdiction;
13. for any allegations against you in relation to intellectual property rights (i.e. patents, copyrights, trademarks, merchandise marks, secrecy and confidentiality agreements and the like) including but not limited to the infringement, misappropriate, invalidity or revocation of any intellectual property rights;
14. involving the giving of professional advice or service which means the provision of any advice or service usually provided by the members of a profession;
15. arising from your holding a directorship or office in an incorporated or unincorporated body;
16. arising from or relating to a commercial dispute caused by or arising from the use by you or any of your employees of any motor vehicle whilst under the influence of non-prescribed drugs and whilst the driver's blood alcohol level exceeds the level permitted by law, or commenced you or your employees resulting from refusing to provide a blood or urine sample;
17. arising from or relating to contracts for work on land or buildings related to your business;
18. arising from or relating to any matters or actions arising from the preparation, registration and distribution of a prospectus or similar offering used to raise equity or funding from a investors;
19. arising from or relating to you participating in any form of game of chance, competitions or trials of any kind;
20. where you have failed to act in accordance with the advice of your legal representative;
21. where you have caused a delay that is prejudicial to the successful outcome of the legal proceedings;
22. for financial loss directly or indirectly caused by or arising from, in whole or part, any form of environmental impact, including but not limited to, contamination or pollution caused by any trade waste, smoke, soot, fumes, liquids, gases, mould or other substances discharged, dispersed, released or which have escaped into or upon land, the atmosphere or any watercourse or body of water unless such discharge, dispersal, release or escape is instantaneously caused by a sudden, unexpected and unintended happening.

## When you are not covered

### The following applies to all types of cover under this Policy

#### General exclusions applying to this Policy

This Policy excludes loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. War, invasion, acts of foreign enemies, hostilities or war-like 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

2. any act(s) of Terrorism

For the purpose of this exclusion, an act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the Government of the day or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation 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) of the day or de facto, and which:

- involves violence against one or more persons, or
- involves damage to property, or
- endangers life other than that of the person committing the action, or
- creates a risk to health or safety of the public or a section of the public, or
- is designed to interfere with or to disrupt an electronic system.

3. Radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

This Policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to 1, 2 or 3 above.

#### Sanctions limitation and exclusion clause

You're not insured under any section of this Policy where a claim payment breaches 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, or any local autonomous sanctions.

## General conditions

### Changing your Policy

If you want to make a change to this Policy, the change becomes effective when:

- we agree to it, and
- we give you a new Policy Schedule detailing the change.

### Other interests

You must not transfer any interests in this Policy without our written consent.

Any person whose interests you have told us about and we have noted on your Policy Schedule is bound by the terms of this Policy.

### Termination

- We may cancel this Policy in any of the circumstances permitted by law by informing you in writing.
- We will give you this notice in person or send it to your address last known to us.

### Notices

Any notice we give you will be in writing, and it will be effective:

- if it is delivered to you personally, or
- if it is delivered or posted to your address last known to us.

It is important for you to tell us of any change of address as soon as possible.

### Changes to information previously advised

You must tell us as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of loss, damage or injury.

You must tell us immediately if there is any change.

### What you must do when you have a Policy

You must:

- (a) use your best endeavours and give due consideration to compliance with the various legislation, procedures or guidelines issued by the relevant government or government authority or agency
- (b) fully comply with all legal requirements in respect of the proper maintenance of records, books and other documents common for insureds
- (c) use your best endeavours to properly respond to any audit undertaken
- (d) ensure that you and your representatives assist us to settle any claim in a timely manner, and
- (e) tell us of any other insurance you have that may also cover claims under this Policy.

You should note that any claim paid under this Policy will reduce the respective limits of liability available to meet any future claims. Therefore, you should ensure that all professional fees being claimed are fair and reasonable (refer to 'Conduct of an audit' below).

## Conduct of an audit

You must assist any professional engaged on your behalf in the audit process and you must take all reasonable action, including the utilisation of relevant staff for the work to be undertaken, so that professional fees incurred are fair and reasonable for the type of audit.

You must co-operate with us and provide any information and documentation reasonably required for the administration or payment of claims under this Policy.

We shall be entitled to obtain any information, report, document or advice relating to the audit from you or your representatives, subject however, to your right to refuse to agree on the grounds that to do so might prejudice your interest in any litigation subsequent to the audit.

## Other conditions

1. You must use your best endeavours to or at our direction have any commercial dispute resolved through mediation including proposing resolution of the commercial dispute by mediation.
2. To the extent to which the law permits, we are entitled to prosecute for our own benefit and in your name any claim which you may have against another party to recover legal costs or opponents civil costs for which we have indemnified you, in whole or in part, under this policy. you must fully cooperate with us in any actions we may take and we will have full discretion as to the conduct or settlement of those proceedings.
3. Where any legal proceedings costs are awarded to you, you must at our expense take all reasonable steps to recover those costs and account for them to us by way of reimbursement to us of legal costs that we have paid to you or on your behalf in the case.
4. You must ensure that your representative keeps us fully informed of developments in the legal proceedings and you must ensure that we are given direct access to your legal representative at all reasonable times.
5. You must ensure that your legal representative immediately produces to us any documents or information that we may reasonably require.
6. Where you refuse to accept an offer or payment into court which we have reasonably instructed you to accept, we will not then be liable to pay legal costs or opponents civil costs from that date on unless you recover an amount which exceeds that which was offered or paid into court.
7. We will not be liable for legal costs for an appeal brought by you unless we are satisfied that there are reasonable prospects of the appeal succeeding.
8. If you abandon a claim, without our prior consent, then future legal costs and opponents civil costs will become your responsibility.
9. All accounts for legal costs and opponents civil costs payable under this policy must be submitted to us as soon as possible. Any delay that invokes interest or penalty costs will be at your expense.
10. Any dispute between you and us in relation to this Policy must be brought in a court within Australia or its Territories.

## Claims

### What you must do

#### Notification

You must:

- (a) give written notice to Underwriting Australia that an audit is to be conducted by a relevant government or government authority or agency within one (1) month or within five (5) business days of legal proceedings being taken against you. The written notice must include a copy of the notice from the relevant government authority or agency that clearly identifies the type of audit to be conducted or a copy of the notice of legal proceedings being taken against you, or
- (b) where an audit has commenced in the absence of any notification document being issued by a relevant government authority or agency, for e.g. upon a visit by an officer of a relevant government authority or agency, provide Underwriting Australia with a letter signed by you verifying that an audit has in fact commenced, including details of the date of the first visit by the officer of the relevant government authority or agency, together with the officer's full name, title and telephone contact details.

#### Address for Notification

Underwriting Australia Pty Ltd  
PO Box 432 Concord West NSW 2138

#### Claims submissions

With respect to the 'Audit Fee' section, you must submit claims documentation for assessment by us as follows:

1. Claim form,
2. where the relevant government authority or agency has issued a document notifying or informing you of the commencement of an audit, a copy of that document,
3. a detailed breakdown of the professional fees incurred, as evidenced by the professional's tax invoice, identifying partners/employees involved, activities undertaken, number of hours involved, any disbursement costs, the hourly rate, and total amount of professional fees incurred,
4. a copy of the professional's tax invoice signed by you acknowledging that the activities undertaken by the professional concerned is fair and reasonable and that the amount being claimed will reduce the limit of liability that will be available for possible future claims,
5. upon completion of the audit, final written confirmation from the relevant government authority or agency advising that the audit has been finalised, and
6. proof of lodgment dates.

With respect to the legal fee section, you must submit claims documentation for assessment by us as follows:

1. Claim form,
2. where legal proceedings are taken against you, a copy of the documents received and await our instructions to proceed with any response,
3. a detailed breakdown of the professional fees incurred, as evidenced by the professional's tax invoice, identifying: partners/employees involved, work undertaken, number of hours involved, any disbursement costs, the hourly rate, and total amount of professional fees incurred,

4. a copy of the professional's tax invoice signed by you acknowledging that the activities undertaken by the professional concerned is fair and reasonable and that the amount being claimed will reduce the Limit of Liability that will be available for possible future claims, and
5. upon completion of legal proceedings a copy of relevant documentation that outlines or confirms the outcome of the legal proceedings.

### **Claims payments**

With respect to claims payments:

1. We will pay the amount of your claim less 2 and/or 3 below.
2. If GST registered, you are liable for any GST component under the 'Audit Fee' or 'Legal Fee' section and must pay this amount direct to the relevant professional.
3. You are liable for \$500 or 25% of the amount (before GST), whichever is the greater, being claimed under the 'Legal Fee' section and must pay this amount direct to the relevant professional.

### **What we do**

We may take over and conduct the defence or settlement of any claim or issue legal proceedings for damages. If we do this we will do it in your name. We have full discretion in the conduct of any legal proceedings and in the settlement of any claim. You must co-operate by giving us any statements, documents or assistance we require. This may include giving evidence in any legal proceedings.

### **What can affect a claim**

We will reduce the amount of a claim by the excess shown in the Policy Terms and Conditions or on the Policy Schedule. We may refuse to pay a claim if you are in breach of your Duty of disclosure or any of the conditions of this Policy, including any endorsements noted on or attached to the Policy Schedule. We pay only once for loss or damage from the same event covered by this Policy even if it is covered under more than one section of the Policy. We may be entitled to refuse to pay or to reduce the amount of a claim if:

- it is in any way fraudulent, or
- any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits under this Policy,
- professional fees incurred where the amount of any amended assessment issued by a relevant government agency is greater than 25%. Large amended assessments tend to indicate that there has not been complete disclosure at time of lodgment or audit and that additional professional fees have been incurred to manage the issue.

