

CPA
Civil Liability
Professional Indemnity
Insurance Policy



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In an uncertain world, it's good to know there's someone committed to protecting you. In this booklet you'll find our commitment described in detail. By taking the time to read these pages you'll know exactly what you're covered for, what you can expect from us and what we expect of you.

You'll also learn what to do if you need to make a claim, so we promise it'll be time well spent.

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

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.

About CPA Australia

CPA Australia is one of the world's largest accounting bodies with a membership of more than 144,000 finance, accounting and business professionals in 127 countries across the globe.

Throughout our 126 year history we have continued to focus on providing our members with excellence in education, training, technical support and advocacy. The CPA designation represents high professional competence in accounting.

Important Information

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 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"> complaints@qbe.com, to make a complaint. privacy@qbe.com, to contact us about privacy or your personal information. customercare@qbe.com, to give feedback or pay a compliment.
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

Claims made and notified

This Policy operates on a 'claims made and notified' basis. This means that the Policy covers You for claims made against You and notified to us during the Period of insurance.

The Policy does not provide cover in relation to:

1. acts, errors or omissions actually or allegedly committed prior to the retroactive date of the Policy (if such a date is specified);
2. claims made after the expiry of the Period of insurance even though the event giving rise to the claim may have occurred during the Period of insurance;
3. claims notified or arising out of facts or circumstances notified (or which ought reasonably to have been notified) under any previous policy;
4. claims made, threatened or intimated against You prior to the commencement of the Period of insurance;
5. facts or circumstances of which You first became aware prior to the Period of insurance, and which You knew or ought reasonably to have known had the potential to give rise to a claim under this Policy; and
6. claims arising out of circumstances noted on the proposal form for the current Period of insurance or on any previous proposal form.

Where You give notice in writing to us of any facts that might give rise to a claim against You as soon as reasonably practical after You become aware of those facts but before the expiry of the Period of insurance, You may have rights under section 40(3) of the Insurance Contracts Act 1984 (Cth) to be indemnified in respect of any claim subsequently made against You arising from those facts notwithstanding that the claim is made after the expiry of the Period of insurance. Any such rights arise under the legislation only. The terms of the Policy and the effect of the Policy is that You are not covered for claims made against You after the expiry of the Period of insurance.

Policy Wording

This Policy is underwritten by QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.

Our agreement with You

Your Policy is an agreement between You and Us, made up of:

- This Policy Wording
- Your Policy Schedule, which sets out the cover You've chosen and any terms specific to You.
- The Proposal/Application

The cover under this Policy is provided during the Period of insurance, once You've paid Us Your Premium. There are also:

- Conditions and exclusions which apply to specific covers or sections;
- General exclusions, which apply to any Claim You make under this Policy;
- General conditions, which set out Your responsibilities under this Policy;
- Claims conditions, which set out Our rights and Your responsibilities when You make a Claim; and
- Other terms, which set out how this Policy operates.

Deductible

If You make a Claim, You must pay the Deductible set out in the Policy schedule for every Claim You make unless specified otherwise. The Deductible is inclusive of Costs and Expenses.

How much We'll pay

The most We'll pay for a Claim is the Limit of indemnity or any applicable sublimit which applies to the cover or section You're claiming under, less any Deductible.

The most We will pay in the Policy period is the Aggregate limit of indemnity.

Your Policy

Your Policy consists of the Policy Wording in this booklet and the Policy Schedule We give You. Please keep them in a safe place for future reference.

Please check the Policy Schedule details to ensure it accurately states what You have insured. Be sure to check that the limits and sums insured are adequate.

The 'General exclusions' and 'General conditions' apply to all sections of this Policy.

Paying Your Premium

You must pay Your Premium by the due date shown on Your Policy Schedule. If We don't receive Your Premium by the date, or if Your payment is dishonoured, this Policy won't operate and there will be no cover.

Words with special meaning

The words and terms used throughout this Policy have special meanings set out below.

Where other words and terms are only used in one section of the Policy, We'll describe their special meaning in that section.

Word(s)	Meaning
Aggregate limit	The amount shown as the Aggregate limit in the Policy Schedule.
Claim	<ol style="list-style-type: none"> 1. The receipt by You of any written notice or verbal demand for compensation made by a third party against You; 2. any writ, statement of claim, summons, application or other originating legal or arbitral process, cross-claim, counterclaim or third or similar party notice served upon You which contains a demand for compensation made by a third party against You; 3. any Penalty; 4. in respect to the cover afforded under the 'Official investigations and enquiries – Costs and Expenses' extension, the notice of any actual or intended official investigation, examination or enquiry; 5. any Employment Practice Wrongful Act.
Costs and Expenses	<p>The reasonable legal costs and other expenses incurred by or on behalf of You or by Us in the investigation defence or settlement of a Claim.</p> <p>Costs and Expenses does not include Your overheads or any salaries, wages, fees or benefits of Your directors, Employees, partners or principals</p>
Deductible	The amount shown as the Deductible in the Policy Schedule. The Deductible applies to all amounts payable under this Policy, excluding Costs and Expenses and including the indemnity provided under insuring clause B.
Documents	Deeds, wills, agreements, maps, plans, books, letters, policies, certificates, forms and Documents of any nature whatsoever, whether written, printed or reproduced by any method including computer records and electronic data material but shall not include bearer bonds or coupons, stamps, bank or currency notes or any other negotiable instrument.

Word(s)	Meaning
Dual Controls	<ol style="list-style-type: none"> 1. any cheque payment or electronic money transfer that receives prior approval by at least two approved signatories; and 2. the person reconciling your bank statements is not the same person that operates your bank accounts; and 3. if you are required to maintain a trust account by law, it is independently audited on an annual basis.
Employment Practice Wrongful Act	<ol style="list-style-type: none"> 1. discrimination with respect to the terms or conditions of employment on the basis of an individual's race, colour, religion, age, sex, national origin, disability, pregnancy, sexual orientation or preference or other status protected under applicable law; or 2. sexual harassment, including unwelcome sexual advances, requests for sexual favours, and any unwelcome verbal, visual or physical contact of a sexual nature which: <ol style="list-style-type: none"> (a) is explicitly or implicitly made a term or condition of employment; and (b) creates a hostile or offensive working environment; and (c) when rejected or opposed by a person becomes a basis for decisions regarding that person's employment; or 3. defamation relating to a person's job skill, job performance, qualifications for employment, professional reputation, disciplinary history, or termination of employment; or 4. unfair or wrongful termination of employment or refusal to hire; or 5. adverse change in the terms and conditions of a person's employment in retaliation for that person's exercise of his or her rights under law, or support of the rights of another.
Family Member	<p>Any:</p> <ol style="list-style-type: none"> 1. spouse, domestic partner, or companion; 2. parent, or parent of the spouse, domestic partner or companion; or 3. sibling or child; <p>of You, Your or Yours</p>

Word(s)	Meaning
Investigation Costs and Expenses	Legal costs and other expenses incurred by or on behalf of You or by Us arising out of any legally compellable attendance by You at any official investigation, examination or enquiry in relation to the conduct of Your Profession where such investigation, examination or enquiry may lead to a recommendation in respect of civil liability or civil proceedings which would be the subject of a Claim covered by this Policy. 'Investigation Costs and Expenses' does not include any fine, Penalty or order for the payment of monetary compensation.
Limit of indemnity	The limit of our liability under this Policy as specified in the Policy Schedule.
Money	money, negotiable instruments, bearer bonds or coupons, stamps, bank or currency notes. 'Money' does not include any cryptocurrency.
Named insured	The person, persons, partnership, company, corporation or other entity specified as the 'Named insured' in the Policy Schedule.
Penalty	Any monetary sum payable by You to any Regulatory authority. This definition does not apply to the 'Fines and penalties' exclusion.
Period of insurance	The period specified in the Policy Schedule.
Policy	<ol style="list-style-type: none"> 1. The Policy Schedule, insuring clauses, extensions, conditions, definitions, exclusions and other terms contained herein; 2. any endorsement attaching to and forming part of this Policy either at inception or during the Period of insurance; and 3. the Proposal/Application.
Policy Schedule	The Policy Schedule We give You for this Policy.
Pollutants	<ol style="list-style-type: none"> 1. Any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals; or 2. any waste materials including materials recycled, reconditioned or reclaimed; or 3. any other air emission, odour, waste water, oil, oil products, infectious or medical waste or any noise emission.
Premium	The Premium specified in the Policy Schedule or in any endorsement to the Policy Schedule.

Word(s)	Meaning
Proposal/Application	The Proposal/Application made by You to Us containing particulars and statements which, together with other information provided by You, are the basis of this Policy and are considered as incorporated herein.
Registered BAS or Tax Agent	As defined by the Tax Agent Services Act 2009 (Cth) or any subsequent amendments.
Regulatory authority	A person or entity appointed, constituted or acting under a delegation pursuant to any legislation for the purposes of enforcement of such legislation.
Senior Counsel	A barrister in active practice who is entitled to use the post-nominals QC or SC in any one (1) or more superior court in the Commonwealth of Australia or the Dominion of New Zealand.
Subsidiary	<ol style="list-style-type: none"> 1. Any entity which by virtue of any applicable legislation or law is deemed to be a Subsidiary of the Named insured specified in the Policy Schedule; or 2. any entity over which a Named insured is in a position to exercise effective direction or control.
Terrorism	An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.
We, Our, Us	QBE Insurance (Australia) Limited ABN 78 003 191 035.
You, Your, Yours	<ol style="list-style-type: none"> 1. The Named insured; 2. any person who is, during the Period of insurance, a principal, partner or director of the Named insured but only in respect of work performed while a principal, partner or director of the Named insured; 3. any person who is, during the Period of insurance, an employee of the Named insured but only in respect of work performed while an employee of the Named insured; or 4. any former principal, partner, director or employee of the Named insured, but only in respect of work performed while a principal, partner, director or employee of the Named insured.

Word(s)	Meaning
Your Profession	<p>1. Your professional conduct as an Accountant as the business specified in the Policy Schedule conducted in accordance with the CPA Australia By-Laws and the following agreed activities:</p> <ul style="list-style-type: none"> (a) accounting; (b) bookkeeping; (c) audit or valuation of any entity, other than a financial institution or public listed company; (d) forensic accounting; (e) management consultancy; (f) self-managed superannuation fund audits and self-managed superannuation fund administration; (g) taxation services that You are authorised to provide as a Registered BAS or Tax Agent; (h) migration services; (i) computer consultancy services (in relation to any of the above activities only); (j) any other activity or activities specified by endorsement to this Policy; or <p>2. arising out of any appointments held by You when acting as:</p> <ul style="list-style-type: none"> (a) trustees or executors, (b) receivers, managers, liquidators, (c) administrators or company secretaries, <p>3. for a fee or other remuneration or for work performed which must be for the benefit of the Named insured or, where such work is undertaken without fee, such work is undertaken in the name of, and on Your behalf; and</p> <p>4. provided that there will be no cover for Claims arising from You conducting any of the above activities or acting in any of the capacities outlined in 2 above in connection with any entity:</p> <ul style="list-style-type: none"> (a) in which You have a financial or proprietary interest other than a minor interest, or (b) when acting in the capacity of a director or officer of that entity. <p>For the purposes of this definition, 'Minor interest' means a direct or indirect control or ownership of less than ten (10) percent of the issued share capital or options of a public company or less than 10% of the value of any other company, entity or enterprise.</p>

Section 1: Insuring clauses

Insuring clause A

Civil liability insuring clause

We agree to indemnify You against any civil liability for compensation arising from any Claim as a result of a breach of professional duty in the conduct of Your Profession:

1. first made against You during the Period of insurance; and
2. notified to Us during the Period of insurance or where applicable, under the 'Extended reporting period' Policy extension; and
3. not excluded under the General exclusions in this Policy.

Insuring clause B

Costs and expenses insuring clause

We agree to pay Costs and Expenses in addition to the Limit of indemnity but only up to an amount equal to the Limit of indemnity or \$5,000,000, whichever is the lesser, that are incurred with Our written consent, which will not be unreasonably withheld, in the defence or settlement of any Claim indemnified by this Policy.

Our liability for such Costs and Expenses will be the same proportion as the amount of the Limit of indemnity bears to the amount paid to dispose of the Claim.

Insuring clause clarification

For the avoidance of doubt, indemnity is provided in respect of the following in accordance with, and subject to, the terms and conditions of this Policy, including Insuring clauses A and B.

Australian Consumer Law

We agree to indemnify You against civil liability for compensation arising from any Claim made against You under the Australian Consumer law or Competition and Consumer Act 2010 (Cth), or similar legislation enacted by the States or Territories of Australia, or the Dominion of New Zealand, provided the act, error or omission by the Insured giving rise to the Claim is unintentional.

Defamation

We agree to indemnify You against civil liability for compensation arising from any Claim made against You during the Policy period for unintentional defamation.

Intellectual property

We agree to indemnify You against civil liability for compensation arising from any Claim made against You for any unintentional infringement of copyright, trademark, registered design or patent, or any plagiarism or breach of confidentiality.

Joint venture liability

We agree to indemnify You in respect of any Claim made against You for that proportion of any legal liability arising out of any activities in which You are engaged as a joint venturer or as a partner. No cover is provided to any associate or joint venture partner of the Insured.

Loss of Documents

We agree to indemnify You against civil liability for compensation arising from any Claim arising from the loss of any Documents (including but not limited to Your Documents) which have been unintentionally destroyed, damaged, lost or mislaid and, after diligent search or attempts to recover them, cannot be found or recovered.

Outgoing principals and employees

We agree to indemnify former principals, partners, directors and employees of the Named insured in respect of civil liability insured by Insuring clauses A and B provided that the definition of 'You' includes those persons and only in respect of work performed while a principal, partner, director or employee of the Named insured.

Retroactive date

'Unlimited retroactive cover' – if no retroactive date is specified in the Policy Schedule or if the retroactive date is specified in the Policy Schedule as 'unlimited', this Policy will provide indemnity in respect of Claim(s) arising from acts, errors or omissions committed or alleged to have been committed irrespective of when such acts, errors or omissions were committed (or were alleged to have been committed).

'Limited retroactive cover' – where a retroactive date is specified in the Policy Schedule, then this Policy will only provide indemnity in respect of Claim(s) arising from acts, errors or omissions committed or alleged to have been committed after the retroactive date.

Vicarious liability

We agree to indemnify You in respect of any Claim made against You arising from any act, error or omission committed or alleged to have been committed by any third party for whose acts, errors or omissions You are legally liable, provided that such coverage will not extend to any such third party other than cover provided under the 'Contractors and consultants' Policy extension.

Section 2: Policy extensions

We agree to indemnify You under this section for no additional Premium, provided that:

1. the indemnity provided by each Policy extension is subject to the Policy Schedule, insuring clauses, conditions, definitions, exclusions, Deductible and other terms of this Policy (unless otherwise expressly stated herein);
2. the inclusion of any Policy extension will not increase the Limit of indemnity.

Claims made under external dispute resolution process

We agree that the definition of 'Claim' is extended to include any amount that You are legally liable to pay a third party in respect of findings or awards by an external dispute resolution scheme approved by the Australian Securities and Investment Commission.

Contractors and consultants

We agree, notwithstanding the 'Vicarious liability' insuring clause clarification, to indemnify contractors and consultants as employees, provided that:

1. such contractors are acting under the direct control and supervision of a principal, partner or director of Yours in accordance with the Your standard procedures and risk management framework; and
2. such indemnity is only provided in respect of work performed for and on Your behalf and for which You are legally liable.

Court attendance costs

We agree to provide up to \$250 per day for court attendance costs incurred by employees of Yours, or \$500 per day for court attendance costs incurred by partners, principals or directors of Yours if they are legally compelled to attend a civil proceeding as a witness in a Claim covered by this Policy.

You do not have to pay any Deductible if You Claim under this Policy extension.

Employment practices liability

Notwithstanding General exclusions 'Obligations to employees and others', We agree to indemnify You in respect of Your liability for loss arising as a result of any Claim made against You by a past, present or future employee or prospective employee for any actual or alleged Employment Practice Wrongful Act.

Our total liability in respect of all Claims made under this Policy extension shall not exceed \$300,000 in the aggregate.

Estates and legal representatives

We agree to include under the definition of 'You' the estate, heirs, legal representatives or assigns of Yours in the event of the death or incapacity of You in respect of a civil liability that would have been covered by Insuring clause A or B if You were alive or had capacity, provided that such Estate, heirs, legal representatives or assigns must observe and be subject to all the terms of this Policy insofar as they can apply.

Extended continuous cover

In the absence of fraudulent non-disclosure, where a Claim would have been covered by this Policy, but for the operation of the 'Prior or pending' exclusion and 'Claims made notice', and You are precluded from claiming indemnity under any previous professional indemnity insurance policy 'previous policy', then We agree to indemnify You in respect of any Claim made against You where such Claim arises from a fact or circumstance ('circumstance'):

1. of which You first became aware prior to the Period of insurance and which You knew, or ought to have reasonably known, had potential to give rise to a Claim; and
2. which should have, but was not, notified under an earlier CPA Australia Professional Liability Scheme Policy under which You were indemnified.

Provided that:

1. if the circumstance had been notified to any other insurer of any previous policy then You would have been entitled to indemnity under that previous policy;
2. You have been continually insured without interruption under the CPA Australia Professional Liability Scheme for professional indemnity insurance between the date when the circumstance should have been notified and the date the Claim was actually notified;
3. such indemnity will be subject to the terms, conditions, exclusions, Limit of indemnity and Deductible applicable to this Policy.

Extended reporting period

In the event that this Policy is not renewed, or is cancelled for any reason other than non-payment of Premium then You have until such time that You take out another professional indemnity insurance Policy or a period of sixty (60) days commencing on the day immediately following expiry of this Policy, whichever is the lesser period, during which to notify Us of any Claim first made against You during the Period of insurance, provided that this extension:

1. does not reinstate or increase the Limit of indemnity or extend the Period of insurance; and
2. will only apply to acts, errors or omissions committed or alleged to have been committed by You before the end of the Period of insurance or the cancellation date of this Policy where this Policy has been cancelled.

Fidelity

We agree to indemnify You against loss of Money belonging to You where any such Loss is sustained in consequence of any dishonest or fraudulent act or omission of Yours, provided that:

1. such Loss is first discovered by You during the Period of insurance and is notified in writing to Us during the Period of insurance;
2. We will not be liable for any Loss sustained in consequence of any act or omission occurring after the date of the discovery of, or the reasonable cause for suspicion of, dishonest or fraudulent conduct on the part of person concerned;
3. We will not be liable to indemnify the person who committed or condoned any dishonest or fraudulent conduct in consequence of which the Loss occurred;
4. You will bear the burden of proof to substantiate any loss hereunder (including any legal, investigative, accounting or other costs incurred in such process) and We will be under no obligation to provide indemnity to You until such time as We are satisfied that such loss has, in fact, been sustained;

5. Dual Controls were in place at the start of the Period of insurance;
6. regardless of the number of years this Policy continues to be in force and the number of Premiums that have been paid or become payable, Our liability will not be cumulative in amounts from year to year or from Period of insurance to Period of insurance;
7. Notwithstanding point 5 and 6 of this Policy extension, Our total Aggregate liability for losses under this Policy extension will not exceed \$25,000 where the Insured does not have Dual Controls in place at the start of the Period of insurance; and
8. Our total liability in respect of all losses made under this extension will not exceed \$500,000 in the aggregate.

The Deductible specified in the Policy Schedule will apply under this extension to any one (1) event or series of events caused by acts or omissions of the same person or persons (whether identifiable or not) and events in which such person or persons are involved or implicated will be treated as one (1) event.

Fines and penalties

We agree to indemnify You against legal liability which would otherwise be excluded by reason of the 'Fines and penalties' exclusion and the 'Pollutants' exclusion, part (2), for:

1. a Penalty imposed on You by any Regulatory authority arising from any actual or alleged breach of any occupational health and safety or environmental legislation;
2. any compensatory civil Penalty; and
3. any Costs and Expenses incurred with Our written consent in the defence or settlement of any Penalty indemnified by this extension;

provided that:

4. the breach of professional duty giving rise to the Penalty did not arise from gross negligence or an intentional, wilful, reckless, or deliberate act, error, or omission; and
5. Our total liability in respect of all Claims made under this extension will not exceed \$1,000,000 in the aggregate.

Fraud and dishonesty

We agree, notwithstanding the 'Fraud and dishonesty', exclusion to indemnify You against civil liability for compensation arising from any Claim made against You, which would otherwise be excluded by reason of the 'Fraud and dishonesty' exclusion, provided that such indemnity will not be provided to any insured person who committed or condoned any such act, error or breach.

Internet liability

We agree to indemnify You against any civil liability for compensation arising from any Claim made against You in connection Your Profession in using the Internet for unintentional:

1. infringement or unauthorised use of intellectual property rights or alleged intellectual property rights;
2. defamation;
3. unauthorised use of names (including domain names), trade names, trade address, service marks, service names, titles, slogans, formats, characters, character names, characterisations, plots, musical compositions, performances, logos, artwork, graphics, photographs or program materials;
4. passing off;
5. breach of confidentiality or infringement of any right to privacy;
6. misuse of information which is either confidential or subject to statutory restrictions on use;

7. transmission of any Computer Virus or programme or code that causes loss or damage to any computer system and/or prevents or impairs any computer system from performing and/or functioning accurately and/or properly;
8. belittling of a product or work (whether completed or not) of others; or
9. unauthorised taking for use of any advertising idea, material, slogan, style or title of others,

committed or alleged to have been committed by You in the provision of Your website any use of the Internet, electronic mail or any electronic network.

Provided that We will not be liable in respect of any Claims arising out of, or connected with any chat rooms, electronic bulletin boards or electronic open forum debates or social networking websites.

Liability for breach of auditing standards, Tax Agent Services Act, or the Superannuation Industry (Supervision) Act

We agree to indemnify You against legal liability which would otherwise be excluded by reason of the 'Fraud and dishonesty' exclusion and 'Fines and penalties' exclusion, for any strict liability penalties or compensation orders incurred as a result of any actual or alleged breach of:

1. Australian Auditing Standards in relation to audits which are the subject of the provisions of the Corporations Act 2001 (Cth); or
2. Tax Agent Services Act 2009 (Cth) (TASA); or
3. Superannuation Industry (Supervision) Act 1993 (Cth) (SIS Act).

Provided that:

1. Your conduct does not amount to an admission of the conduct described in the 'Fraud and dishonesty' exclusion; and
2. You did not intentionally or recklessly breach the relevant Act.

In the event that the Claim is withdrawn or that indemnity under this extension for any such Claim is subsequently withdrawn or denied, We will cease to advance costs and You must refund any costs advanced by Us to the extent that We are satisfied that the You were not entitled to such costs, unless We agree in writing to waive recovery of such costs.

Loss of Documents (not involving a third party claim)

We agree to indemnify You for the loss of any Documents (including but not limited to Your Documents), for which You are legally responsible, that have been unintentionally destroyed, damaged, lost or mislaid in the conduct of Your Profession and, after diligent search or attempts to recover them, cannot be found or recovered; provided that:

1. the loss is discovered by You during the Period of insurance and reported to Us during the Period of insurance;
2. such indemnity will be limited to the reimbursement of reasonable Costs and Expenses incurred by You to replace or restore such Documents and will not extend to any consequential or indirect loss; and
3. We will not be liable under this extension to provide indemnity in respect of:
 - (a) the theft, corruption or erasure of any data by a Computer Virus or former Employee, partner or principal; or
 - (b) damage to Documents caused by gradual deterioration, wear and tear, or the action of moths or vermin; or

- (c) Documents destroyed, damaged, lost or mislaid outside the territorial limits of Australia or New Zealand.

Newly created or acquired subsidiaries

We agree to include under the definition of 'You' any Subsidiary created or acquired by the Named insured during the Period of insurance from the date of such creation, or acquisition, provided that this extension will only apply in respect of Claims made against the Subsidiary arising from an act, error or omission occurring after the date of creation or acquisition of the Subsidiary.

Official investigations and enquiries – Costs and expenses

We agree to pay Investigation Costs and Expenses, provided that:

1. We will be entitled, at Our discretion, to appoint legal representation to represent You in the investigation, examination or enquiry;
2. the investigation, examination or enquiry, or notice of intended investigation, examination or enquiry is commenced during the Period of insurance and is notified to Us during the same Period of insurance;
3. in the event that a Claim for payment of Investigation Costs and Expenses is withdrawn or indemnity under this Policy is subsequently withdrawn or denied, We will cease to advance Investigation Costs and Expenses and You must refund any Investigation Costs and Expenses advanced by Us to the extent that We are satisfied that You were not entitled to such Investigation Costs and Expenses, unless We agree in writing to waive recovery of such Investigation Costs and Expenses; and
4. Our total liability in respect of Investigation Costs and Expenses for all Claims made under this policy extension shall not exceed \$250,000 in the aggregate.

For the purpose of this Policy extension, an official investigation, examination or enquiry includes an investigation, examination or enquiry by way of a Royal Commission or Coronial Inquiry or conducted by a Regulatory authority such as the Australian Securities and Investments Commission or any disciplinary committee of any association or professional body of which You are a member, but does not include any investigation, examination or enquiry conducted by a Parliament.

Public relations expenses

Where You retain the services of a public relations consultant for the sole purpose of protecting Your reputation that has been brought to question as a direct result of a Claim covered by this Policy, We agree to pay any reasonable fees, costs, and expenses of such public relations consultant, provided that:

1. You notify Us within twenty eight (28) days of first becoming aware of Your reputation being brought into question, and provide full written details outlining the circumstances surrounding the event; and
2. We have given Our prior written consent to retain the services of such public relations consultant; and
3. Our total liability in respect of all public relations expenses shall not exceed \$50,000 in the aggregate.

QBE legal panel

1. You may contact the QBE professional liability legal panel for a single complimentary session of verbal advice in relation to matters which are covered or potentially covered under this Policy; and
2. in the event of a Claim arising from the matter We agree to the appointment of any QBE professional liability legal panel member firm to act on Your behalf in respect of any Claim

notified to Us provided there is no existing or potential conflict of interest, in which case We will refer You to another member of the panel.

The terms, conditions and contact details for the QBE professional liability legal panel can be found on Our website at www.qbe.com.

Run-off cover

We agree that in the event that the Named insured or any other insured entity ceases to exist or operate (whether because of death or retirement), or is consolidated with, merged into or acquired by any other entity during the Period of insurance, to provide insurance for a period of eighty four (84) months beyond such event, provided that:

1. You have been continuously insured under the CPA Australia Professional Liability Scheme for a period of at least two (2) years;
2. You have notified Us that You have ceased to trade prior to the original expiry date of the Policy period;
3. any coverage under this extension will only apply in respect of Claims arising from an act, error or omission occurring prior to the effective date that You or such insured entity ceased to exist or operate or was consolidated with, merged into or acquired by another entity;
4. You have not notified any Claims or circumstances or been the subject of any external investigation or disciplinary action;
5. You have not gone into bankruptcy, receivership, liquidation or any other form of external administration unless You are a sole practitioner;
6. this extension does not increase the Limit of indemnity or any Aggregate limit under the Policy; and
7. In the event that We cease to be the insurer of the CPA Australia Professional Liability Scheme then any run-off cover will automatically cease and lapse on that date that We cease to be the insurer of the CPA Australia Professional Liability Scheme.

If You do not qualify under the relevant provisions above, or under the 'Run-off cover extension for the Sole Practitioners' Policy extension below, We agree that in the event that the Named insured or any other insured entity ceases to exist or operate or is consolidated with, merged into or acquired by any other entity then the Period of insurance will be extended for a minimum of twelve (12) months beyond such event, provided that:

1. a pro-rata additional Premium is payable for any period by which the run-off cover exceeds the original expiry date of the Period of insurance, and must be paid to Us within thirty (30) days of the effective date that You or such insured entity ceased to exist or operate or was consolidated with, merged into or acquired by another entity. In the event that payment has not been received within thirty (30) days then this will not invalidate any Claim but will entitle Us to treat such amount in the same way as Your Deductible and to deduct it from any payment made by Us under this Policy;
2. You have not notified any Claims or circumstances or been the subject of any external investigation or disciplinary action;
3. You have not gone into bankruptcy, receivership, liquidation or any other form of external administration;
4. any coverage under this extension will only apply in respect of Claims arising from an act, error or omission occurring prior to the effective date that You or such insured entity ceased to exist or operate or was consolidated with, merged into or acquired by another entity; and
5. this extension does not increase the Limit of indemnity or any Aggregate limit under the Policy.

Run-off cover extension for the sole practitioner registered as liquidators

We agree that in the event of the insolvency of or appointment of an external administrator to an insured sole practitioner who carries on the practice as a registered liquidator, We will provide run-off cover for one year from the date of expiry of the Policy for all Claims made against You by reason of Your conduct as a registered liquidator prior to Your insolvency or the appointment of an external administrator to Your practice.

Severability

We agree that where this Policy insures more than one (1) party, any conduct whereby such party:

1. failed to comply with the duty of disclosure in terms of the Insurance Contracts Act 1984 (Cth); or
 2. made a misrepresentation to Us before this contract of insurance was entered into; or
 3. failed to comply with any term and/or condition of this Policy;
- will not prejudice the right of any other insured party to indemnity as may be provided by this Policy, provided that:
1. such other insured party was entirely innocent of and had no prior knowledge of or involvement in any way in such conduct;
 2. such other insured party, as soon as is reasonably practicable upon becoming aware of any such conduct, advises Us in writing of all known facts in relation to such conduct; and
 3. the conduct of the entities or persons referred to in the definition of 'You' parts 1 and 2 are imputed to the Named insured.

Section 3: Optional extensions

We agree that:

1. the indemnity provided by each optional extension is subject to the Policy Schedule, insuring clauses, conditions, definitions, exclusions, Deductible and other terms of this Policy (unless otherwise expressly stated herein);
2. where an optional extension is not specified as 'Included' in the Policy Schedule then this Policy will not provide any indemnity in relation to coverage specified under such optional extension.

Previous business

We agree to provide indemnity in respect of any Claim for compensation made against any person who is, was, becomes, or ceases to be during the Period of insurance a principal, partner or director of the Named insured for any civil liability arising from a breach of professional duty and incurred on the part of such person in the conduct of the same profession as Your Profession before that person joined the Named insured.

Mortgage broking and credit representatives

We agree to indemnify You against civil liability for compensation arising from any Claim made against You for any:

1. residential mortgage broking advice, and services; or
2. finance broking advice, and services;

that You are authorised to provide as a credit representative of a credit licensee.

It is agreed that the following additional extensions, apply with respect to Your activities as a credit representative:

We agree that in the event that the Named insured or any other insured entity ceases to exist, or operate, or is consolidated with, merged into or acquired by any other entity then the Period of insurance shall be extended for twelve (12) months beyond such event, provided that:

1. pro-rata additional Premium is payable for any period by which the run-off cover exceeds the original expiry date of the Period of insurance, and must be paid to Us within thirty (30) days of the effective date that You or such insured entity ceased to exist, or operate, or was consolidated with, merged into or acquired by another entity. In the event that payment has not been received within thirty (30) days then this will not invalidate any Claim but will entitle Us to treat such amount in the same way as Your Deductible and to deduct it from any payment made by Us under this Policy;
2. any coverage under this extension will only apply in respect of Claims arising from an act, error or omission occurring prior to the effective date that You or such insured entity ceased to exist, or operate, or was consolidated with, merged into or acquired by another entity.

It is agreed that the following additional exclusions apply with respect to Your activities as a credit representative:

1. We will not be liable under this Policy to provide indemnity in respect of any Claim made against You brought by, or on behalf of a financial institution acting as a lender under the terms of loan origination contract or agreement. Unless:
 - (a) such Claim would have been valid under this Policy in the absence of such contract or agreement; and
 - (b) You have complied with the financial institution's loan procedures and processes.
2. We will not be liable under this Policy to provide indemnity in respect of any Claim made against You directly or indirectly

based upon, attributable to, or in consequence of:

- (a) You operating under a delegated lending authority;
- (b) a failure to declare commissions, or other remuneration earned;
- (c) the bankruptcy, insolvency, receivership or liquidation of any finance intermediary, bank or banking firm;
- (d) any consequential or indirect loss as a result of Your failure to arrange financing for any loan or lease; or
- (e) the provision of any valuation services, or any actual valuation.

Cyber Liability

Definitions

Some words used in this Optional Extension- Cyber Liability have a special meaning.

Wherever the following words or terms are used in this Optional Extension they mean what is set out below.

Word(s)	Meaning
Business income	the amount of net income (net profit or loss before income taxes) which would have been earned or incurred.
Computer Virus	any computer program, including but not limited to, any file virus, boot sector virus, macro virus, hostile computer virus applet, Trojan horse program, java virus, ActiveX virus or other executable program which contains instructions to initiate an event on the infected computer, causing modification of, corruption of or damage to data, memory or data media or otherwise adversely affecting the operation of any information and communications technology system.
Cyber Extortion Threat	<ol style="list-style-type: none"> 1. to damage, destroy, alter, corrupt, copy, steal or misuse Information and Communication Assets including by introducing a Computer Virus, worm, logic bomb or trojan horse; 2. to cause a failure of the security protecting Information and Communication Assets; 3. to attack Information and Communication Assets in order to restrict or prevent access to Information and Communication Assets by authorised persons or entities; 4. to divulge Information and Communication Assets into the public domain which will cause commercial and financial harm; 5. to fraudulently use Information and Communication Assets to cause a loss to either a third party or You.
Data Breach	failure by You or your Service Provider to comply with any Data breach law.

Word(s)	Meaning
Data breach law	<p>statutes and regulations, as they currently exist and as amended and replaced from time to time, within the jurisdiction, associated with the confidentiality, access, control and use of Personally Identifiable Information including, but not limited to:</p> <ol style="list-style-type: none"> 1. the Privacy Act 1988 (Cth) and the Australian Privacy Principles; 2. all published guidance by the Office of the Australian Information Commissioner; and 3. similar privacy laws, statutes or regulation in the states and territories of Australia and worldwide.
Hacker	<p>anyone who specifically targets You and gains unauthorised access to Information and Communication Assets by circumventing electronically or otherwise the security system in place to protect against such unauthorised access.</p> <p>Hacker will also include anyone who threatens to specifically target You and gain unauthorised access to Information and Communication Assets. Hacker does include employees but does not include any principal, shareholder, partner, director or other officer of Yours.</p>
Information and Communication Assets	<p>Your computer and telecommunication system software and hardware, including but not limited to your email system, encrypted electronic signature, encrypted electronic certificate, Website, intranet, network, internet-connected telephone system, firmware, program or any data held electronically.</p>

Word(s)	Meaning
Insured Event	<ol style="list-style-type: none"> 1. Your failure to protect against unauthorised access to, unauthorised use of, a denial of service attack against, or transmission of a Computer Virus to, Information and Communication Assets; or 2. unintentional transmission of a Computer Virus; or 3. improper deep-linking, framing, web scraping, web harvesting or web data extraction; or 4. Defamation or other tort related to disparagement of character, reputation or feelings of any person or organisation arising from Multimedia Activities, including libel, slander, product disparagement, trade libel, infliction of emotional distress, malicious falsehood, outrage or outrageous conduct, breach of comparative advertising regulations, failure to attribute authorship or provide credit under any agreement to which the insured is a party; or 5. failure to properly handle, manage, store, destroy or otherwise control Personally Identifiable Information including but not limited to any form of invasion, infringement or interference with rights of privacy or publicity, including false light, public disclosure of private facts, intrusion, breach of confidence and commercial appropriation of name or likeness; or 6. failure to properly handle, manage, store, destroy or otherwise control third party corporate information in any format held by You and/or Service Providers, including that protected under a non-disclosure agreement or similar contract with You; or 7. unintentional violation by You of any government or public authority legislation or regulation regarding privacy or data-protection; or 8. infringement of intellectual property rights arising from Multimedia Activities including but not limited to copyright, design (including in respect of semiconductor topographies), title, slogan, trade secret, trademark, trade name, trade dress, service mark, service name, domain name or metatag, database rights, breach of moral rights (including failure to attribute authorship or provide credit under any agreement to which you are a party), passing off, plagiarism, piracy or misappropriation of ideas under implied contract, including a breach of a hold harmless or indemnity agreement specified in a written contract for the supply of Matter.

Word(s)	Meaning
Matter	any data, text, sounds, images or similar content disseminated, including but not limited to the content of Your email, intranet, extranet, Website, bulletin board, chat room or other on-line discussion or information forum, and the marketing and advertising of Your Profession. Matter will include any alteration or addition made by a Hacker.
Multimedia Activities	the publishing, dissemination, releasing, gathering, transmission, production, webcasting or other distribution of Matter by You.
Period of Reinstatement	the period commencing from the total or partial interruption, degradation in service, or failure of Information and Communication Assets, and ending either: <ol style="list-style-type: none"> the time when We are satisfied Information and Communication Assets are repaired, restored and/or replaced to the same equivalent standard, condition, functionality, level of service and/or with the same content, or as near as reasonably possible as immediately before the total or partial interruption, degradation in service, or failure of Information and Communication Assets began; or ninety (90) days thereafter; whichever is the sooner.
Personally Identifiable information	any information from which an individual may be uniquely and reliably identified or contacted, including an individual's name, telephone number, national security number, medical or healthcare data, drivers licence number, bank or building society account number, credit card number, debit card number, access code or password that would permit access to that individual's financial account.
Ransom	any money, products, goods, services or property of Yours
Request for Indemnity	any request by You for indemnity under this Extension.
Service Provider	a business You do not own, operate, or control, but that You hire for a fee under contract to perform Your Profession on Your behalf.

Word(s)	Meaning
Time Retention	the 48 hours that must elapse before the recovery of Business Income can be considered; <p>The Time Retention shall commence from either:</p> <ol style="list-style-type: none"> when the total or partial interruption, degradation in service, or failure of their Information and Communication Assets began; or the moment Your Business Income loss begins; whichever is the later.
Website	any website(s), intranet or extranet where You have full control over the content and which You operate for Your Profession.

Limit of indemnity for Cyber Liability

Our total liability in respect of all Requests for Indemnity under this Optional Extension- Cyber Liability is limited to \$200,000 in the aggregate.

Notwithstanding the amount of the Deductible specified in the Policy Schedule, a deductible of \$500 (inclusive of Costs and Expenses) will apply to each and every Request for Indemnity under this Extension.

The sublimit of indemnity is part of and not in addition to the Limit of indemnity under the Policy.

Insuring Clauses

1. Third Party Cyber Liability

We will indemnify You for the sums that You become legally liable to pay for compensation for any Claim first made against You during the Period of insurance arising out of any actual or alleged Insured Event in connection with Your Profession.

1.1 Costs and Expenses -Third Party Cyber Liability

We agree to reimburse Costs and Expenses incurred by You with Our prior written consent arising from any Claim under this Insuring Clause.

2. First Party Hacker Damage

We agree that if during the Period of insurance You sustain an Insured Event, or Claim under this Extension, where the Information and Communication Assets were damaged, destroyed, altered, corrupted, copied, stolen or misused by a Hacker, then We will pay the costs to repair, restore or replace the affected parts of the Information and Communication Assets to the same equivalent standard, condition, functionality, level of service and/or with the same content or as near as reasonably possible as immediately before the Information and Communication Assets were damaged, destroyed, altered, corrupted, copied, stolen or misused by a Hacker.

3. Cyber Extortion

We agree to indemnify You for expenses arising from a Cyber Extortion Threat during the Period of insurance provided that:

- You can demonstrate to Us that You have taken all reasonable efforts to determine that the threat is genuine and not a hoax; and
- if a Ransom is demanded by a Hacker that at least one director of the Named insured has agreed to the payment of

the Ransom; and

3. We have provided consent to the payment of the Ransom.

4. Public Relations Expenses

We agree to pay all reasonable Costs and Expenses that You incur with Our written consent for a public relations and crisis management consultant to avert or mitigate any material damage to any of your brands and business operations arising out of an Insured Event.

5. Cyber Business Interruption

Notwithstanding the 'Trading loss and liabilities' exclusion, We agree to indemnify You for loss of Business Income incurred by You arising out of an Insured Event during the Period of Reinstatement directly as a result of the total or partial interruption, degradation in service, or failure of Information and Communication Assets caused by the failure by You or a Service Provider to protect against unauthorised access to, unauthorised use of, a denial of service attack against, or transmission of a Computer Virus to, Information and Communication Assets.

Provided that:

1. no indemnity shall be provided for any losses incurred during the Time Retention period; and
2. Our maximum liability during the Period of insurance will not exceed the lesser of:
 - (a) the amount of the Business Income You would have earned during the Period of Reinstatement but for the total or partial interruption, degradation in service, or failure of Information and Communication Assets; or
 - (b) any indemnity under the Cyber Liability Optional Extension.

5.1 Measure of indemnity Cyber Business Interruption

The calculation of Your losses under this Insuring Clause Cyber Business Interruption shall be based on an analysis of the revenues and costs generated during each month of the twelve months prior to the Insured Event occurring (as recorded in Your accounts) and will also take into account the reasonable projection of future profitability or otherwise had no Insured Event occurred and will include all material changes in market conditions which would affect the future profits generated.

Your Request for Indemnity shall be accompanied by a calculation of the loss. This shall set out in detail how the loss has been calculated and what assumptions have been made. You shall produce any documentary evidence, including any applicable reports, books of accounts, bills, invoices and other vouchers and copies of the such which the insurer may require, and you shall afford them every assistance in their investigations.

Any Claims payment under this Insuring Clause 'Cyber Business Interruption' will, where applicable, be reduced by the extent to which You:

1. could have and/or do use damaged or undamaged Information and Communication Assets; or
2. make use of available stock, merchandise or other data; or
3. use substitute facilities, equipment or personnel.

6. Data Breach Notification Costs

We agree that if during the Period of insurance You sustain an Insured Event, or in the event of a Claim, circumstance or loss under Insuring Clause 'Third Party Cyber Liability', We will pay Your Data Breach notification costs.

For the purposes of this clause, Data Breach notification costs will be defined as

1. Those reasonable and necessary expenses incurred by You or which You become legally obliged to pay for the provision of

consumer notifications to comply with Data breach law following a Data Breach including;

- (i) the legal fees incurred to identify notification communication obligations and draft notification communications;
- (ii) the costs to draft, send and administer notification communications; and
- (iii) the costs of call centre services to respond to enquiries and queries following a notification communication.

Exclusions for Cyber Liability

Betterment

We will not be liable under this Optional Extension to provide indemnity for any Request for Indemnity for any costs in repairing, replacing or restoring Information and Communication Assets to a level beyond that which existed prior to any Claim or loss.

Bodily injury or property damage

We will not be liable under this Optional Extension to provide indemnity for any Request for Indemnity for:

1. bodily injury unless arising directly from any Claim seeking compensatory damages for mental anguish or distress where such damages arise from Claims covered under Insuring Clause 1 'Third Party Cyber Liability'; or
2. property damage except for cover provided under Insuring Clause 2 'First Party Hacker Damage'.

Cyber jurisdictional limits

We will not be liable under this Optional Extension to provide indemnity for any Request for Indemnity for any Claim, including arbitration, brought outside Australia or New Zealand.

Deliberate or reckless acts of defamation

We will not be liable under this Optional Extension to provide indemnity for any Request for Indemnity for any defamatory statement that was made deliberately or recklessly by you. However, this exclusion shall not apply to amendments made to Matter by a Hacker.

Your Costs and Expenses

We will not be liable under this Optional Extension to provide indemnity for any Request for Indemnity for Costs and Expenses incurred by You, unless specifically provided for in this Optional Extension.

Insured Virus

We will not be liable under this Optional Extension to provide indemnity for any Request for Indemnity for any virus, worm, logic bomb, zero day bug, or trojan horse written or created by You.

Legal advice

We will not be liable under this Optional Extension to provide indemnity for any Request for Indemnity for any failure by you to adhere to legal advice with regard to clearances or dissemination of Matter.

Legislation and regulation

We will not be liable under this Optional Extension to provide indemnity for any Request for Indemnity for any taxation, competition, restraint of trade or anti-trust legislation or regulation including but not limited to:

1. the Superannuation Industry (Supervision) Act 1993 (Cth) and any amendment thereto, or any rules or regulations promulgated thereunder; or

2. any actual or alleged violations of the Australian Crime Commission Act 2002 (Cth) and any amendments thereto, or any rules or regulations promulgated thereunder; or
3. any actual or alleged violation of any of the provisions of the Corporations Act 2001 (Cth) or any similar Federal or State law or any common law relating thereto; or (d) any actual or alleged violation of the Spam Act 2003 (Cth).

License payments

We will not be liable under this Optional Extension to provide indemnity for any Request for Indemnity for any non-payment or under payment of royalties or any other payments due under a license.

Loss of goodwill

We will not be liable under this Optional Extension to provide indemnity for any Request for Indemnity for any Claim or loss for loss of goodwill and reputational harm, other than those Claims covered under Insuring Clause 4 'Public Relations Expenses'.

Management Liability

We will not be liable under this Optional Extension to provide indemnity for any Request for Indemnity for any personal liability incurred by a director or officer of yours when acting in that capacity or managing your business, or your breach of fiduciary duty, or any statement, representation or information concerning you or your business contained in your accounts, reports or financial statements.

Patent

We will not be liable under this Optional Extension to provide indemnity for any Request for Indemnity for the infringement of any patent.

Products liability

We will not be liable under this Optional Extension to provide indemnity for any Request for Indemnity for goods or products (being tangible property or merchandise) sold, supplied, repaired, altered, treated, manufactured, installed or maintained by You or on behalf of You.

Trading loss and liabilities

We will not be liable under this Optional Extension to provide indemnity for any Request for Indemnity for:

1. Your lost profit, mark-up or liability for GST or its equivalent; or
2. Your trading loss or trading liability including those arising from the loss of any client, account or business,

other than those Claims covered under Insuring Clause 5 'Cyber Business Interruption'.

Unlicensed software

We will not be liable under this Optional Extension to provide indemnity for any Request for Indemnity for Your knowing use of software in violation of software protection laws, including but not limited to illegally downloaded copies of software, using counterfeit copies of software, installing software more times than allowed under Your licencing agreement, or allowing a licence to expire without renewing.

Utility Service Provider

We will not be liable under this Optional Extension to provide indemnity for any Request for Indemnity for the failure of an internet, telecommunications or electricity provider or other utility provider.

Wear and tear

We will not be liable under this Optional Extension to provide indemnity for any Request for Indemnity for wear and tear of Information and Communication Assets which is natural and inevitably occurs as a result of normal wear or ageing.

Claims notification

For the purpose of this Optional Extension 3 Cyber Liability, it is hereby noted and agreed that the Reporting and Notice clause is extended to include the following.

1. You must give notice to Us via the Incident Response Team as soon as reasonably practicable of any Claim or circumstance which may lead to a Claim, Insured Event, or Cyber Extortion Threat.

The Incident Response Team is contactable 24/7 on;

Contact No: 1800 854 540

Contact Email Address:
QBE.Cyber@wottonkearney.com.au

2. With respect to Claims involving Cyber Extortion Threat, You must inform, or allow the insurer to inform, the appropriate law enforcement authorities of the Cyber Extortion Threat.

Except as otherwise provided in this Optional Extension, the 'Insuring' clause(s) and all other terms and conditions of the Policy wording shall have full force and effect. In all other aspects the Policy remains unchanged.

General exclusions

Aircraft motor vehicles and watercraft

We will not be liable under this Policy to provide indemnity in respect of any Claim made against You directly or indirectly based upon, attributable to, or in consequence of the ownership, lease, operation or use of any aircraft, motor vehicle or watercraft by You.

Asbestos

We will not be liable under this Policy to provide indemnity in respect of any Claim made against You directly or indirectly based upon, attributable to, or in consequence of the manufacturing, mining, processing, treating, handling, installing, using, removing, transporting, selling, distributing, and/or storage of asbestos, asbestos products or any product containing asbestos.

Provided that this exclusion will not apply to any Claim, or part of a Claim for financial loss arising out of a breach of professional duty where the cause of the breach does not relate to any asbestos exposure.

Assumed duty or obligation

We will not be liable under this Policy to provide indemnity in respect of any Claim made against You directly or indirectly based upon, attributable to, or in consequence of any duty or obligation assumed by You by way of contract, warranty, guarantee or indemnity, to the extent that such liability exceeds the liability You would have incurred in the absence of such contract, warranty, guarantee or indemnity.

Financial advice

We will not be liable under this Policy to provide indemnity in respect of any Claim made against You directly or indirectly based upon, attributable to, or in consequence of the provision of, or failure to provide, services or financial or investment advice, or advice for which authorisation under an Australian Financial Services Licence is required by law or statute.

This exclusion will not apply to any Claim arising from any activities which you engage in or provide in the capacity as a Limited Licensee or Authorised Representative of a Limited Licensee in respect of or pursuant to any offering of limited financial services as defined in the Corporations Amendment Regulation 7.6.01BA(4).

Fines and penalties

We will not be liable under this Policy to provide indemnity in respect of any Claim made against You, other than the cover provided by the 'Fines and penalties' extension for punitive, aggravated, multiple or exemplary damages, or fines or penalties imposed by law including but not limited to, civil penalties.

Fraud and dishonesty

We will not be liable under this Policy to provide indemnity in respect of any Claim made against You directly or indirectly based upon, attributable to, or in consequence of any actual or alleged dishonest, fraudulent, criminal, or malicious act or omission of Yours or any third party for whose acts, errors or omissions You are legally liable; or any act or omission of Yours or any third party for whose acts, errors or omissions You are legally liable committed, or alleged to have been committed, with a reckless disregard for the consequences thereof.

Jurisdictional limits

We will not be liable under this Policy to provide indemnity in respect of any Claim made against You:

1. arising out of any Claim brought within the territorial or jurisdictional limits of the United States of America or Canada or their territories or protectorates; or
2. which We are prohibited from paying by law in the jurisdiction concerned.

Loss of investments exclusion

We will not be liable under this Policy to provide indemnity in respect of any Claim made against you directly or indirectly based upon, attributable to, or in consequence of the depreciation, or failure to appreciate, or loss of investment or value of any investments including but not limited to any:

1. securities, commodities, currencies, options and futures transactions; or
2. real estate investment, including but not limited to return on investment, capital appreciation: or
3. loss of value, surrender value or cancellation value of any leased product or service as a result of fluctuations in value of any leased product or service as a result of fluctuations in the value of such product or service; or
4. as the result of any actual or alleged representation, advice or guarantee provided by or on behalf of the Insured as to the performance of any such investments.

Nuclear

We will not be liable under this Policy to provide indemnity in respect of any Claim made against You directly or indirectly based upon, attributable to, or in consequence of ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of any nuclear fuel.

Obligations to employees and others

We shall not be liable under this Policy to provide indemnity in respect of any Claim made against You directly or indirectly based upon, attributable to, or in consequence of:

1. Bodily injury of any Employee, volunteer, student or any person who is under Your direction, control and / or supervision or for whose workplace safety You are responsible; or
2. or damage to or destruction of any property of any Employee, volunteer, student or any person who is under Your direction, control and / or supervision or for whose workplace safety You are responsible including loss of use of property, arising out of, or in the course of, their engagement by You; or
3. any dispute in connection with employment.

Occupier's liability

We will not be liable under this Policy to provide indemnity in respect of any Claim made against You directly or indirectly based upon, attributable to, or in consequence of any liability incurred or alleged to have been incurred as a result of occupation, control, management or ownership of any real property by You.

Pollutants

We will not be liable under this Policy to provide indemnity in respect of any Claim made against You directly or indirectly based upon, attributable to, or in consequence of:

1. the actual or alleged discharge, release or escape of Pollutants arising from the design or specification of equipment or structures which are critical to, and designed with the intention of, restricting the release of Pollutants into the environment; or
2. any enforcement action or proceeding in connection with the containment, clean up, removal or treatment of such Pollutants;

provided that this exclusion does not apply where there has been a sudden and accidental release of Pollutants caused by error in design or specification.

Prior or pending

We will not be liable under this Policy to provide indemnity in respect of any Claim made against You:

1. made, threatened or intimated against You prior to the Period of insurance; or
2. directly or indirectly based upon, attributable to, or in consequence of any fact or circumstance:
 - (a) of which written notice has been given, or ought reasonably to have been given, under any previous policy; or
 - (b) of which You first became aware prior to the Period of insurance, and which such insured knew or ought reasonably to have known had potential to give rise to a Claim under this Policy.

Related or associated entities

We will not be liable under this Policy to provide indemnity in respect of any Claim made against You brought or maintained by or on behalf of:

1. You or any Subsidiary or parent entity of the Named insured; or
2. any person who, at the time the act, error or omission giving rise to the Claim was committed, was a Family Member of Yours unless such person is acting without any prior direct or indirect solicitation or co-operation from You.

Sanctions

We will not be liable under this Policy to provide indemnity in respect of any transaction 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 the United States of America, or any local autonomous sanctions.

Tax schemes

We will not be liable under this Policy to provide indemnity in respect of any Claim made against you directly or indirectly based upon, attributable to, or in consequence of any act, error or omission in relation to any product, scheme or arrangement:

1. alleged to be designed to avoid taxation; or
2. to which Part IVA of the Income Tax Assessment Act 1936 (Cth) (or its equivalent or replacement) applies.

However, this exclusion will not apply if you took reasonable steps to ensure that any professional advice provided in relation to any such product, scheme or arrangement was consistent with the intent of any relevant determinations, rulings or notices issued by the Australian Taxation Office at the time such professional advice was provided.

Terrorism

We will not be liable under this Policy to provide indemnity in respect of any Claim made against You directly or indirectly based upon, attributable to, or in consequence of any actual or alleged act of terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any actual or alleged act of terrorism.

This exclusion operates in connection with any act of terrorism regardless of any other cause or event and regardless of the sequence of the act of terrorism and the other cause or event.

Trading debts

We will not be liable under this Policy to provide indemnity in respect of any Claim made against You directly or indirectly based upon, attributable to, or in consequence of any trading debt incurred by You or any guarantee given by You for a debt or Your insolvency.

War

We will not be liable under this Policy to provide indemnity in respect of any Claim made against You directly or indirectly based upon, attributable to, or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition of or damage to property by or under the order of any government, public or local authority.

General conditions

A claim may be refused

We may refuse to pay or reduce the amount We pay under a Claim if You do not comply with the Policy conditions, if You do not comply with Your duty of disclosure, or if You make a fraudulent Claim.

Alteration to risk

You must give Us written notice as soon as practicable of any material alteration to the risk during the Period of insurance including but not limited to:

1. You going into voluntary bankruptcy, receivership, liquidation or any other form of external administration or You failing to pay debts or breaching any other obligation giving rise to the appointment of a receiver or bankruptcy or winding-up proceedings;
2. any material change in the nature of the professional services offered by You.

Where such notice is given, or where there is any material alteration to the risk, We will be entitled to cancel this Policy in accordance with the Insurance Contracts Act 1984 (Cth).

Assignment of interest

No change in, or modification of, or assignment of interest under this Policy shall be effective except when made by written endorsement to this Policy and signed by an authorised employee of Ours.

Cancelling Your Policy

You can cancel Your Policy at any time by telling Us. If there are other people named as insured on Your Policy, We only need a request to cancel it from one of You.

We may cancel Your Policy in any of the circumstances permitted by law by informing You in writing.

We'll give You notice in person or send it to Your address (including an electronic address) last known to Us.

If You've paid Your Premium in advance, We'll refund You the proportion of the Premium for the remaining Period of insurance.

Changing your Policy

Changes to this Policy only become effective when We agree to them and send You a new Policy Schedule detailing the change.

Deductible

In respect of each Claim made against You (or loss incurred by You) the amount of the Deductible will be borne by You at Your own risk and We will only be liable to indemnify You for that part of any Claim (or any loss incurred by You) which is in excess of the Deductible.

In the event of a Claim by You under this Policy, You must, if directed by Us, pay to Us (or as We direct) the Deductible within seven (7) working days. Any delay, failure or refusal by You to pay the Deductible will entitle Us to deduct such amount from any amounts required to settle any Claim or judgement, order, or any other payment to be made by Us under this Policy.

In respect of any Claim (or any loss or Claim) where the amount of the Claim (or any loss or Claim) is less than the amount of the Deductible, You will bear all Costs and Expenses associated therewith unless We have agreed to meet such Costs and Expenses pursuant to Insuring clause B.

Any Costs and Expenses incurred by Us to determine whether We have a liability to indemnify You under this Policy will not be subject to the Deductible but shall be borne by Us.

Multiple claims

All acts, errors or omissions shall jointly constitute a single act, error or omission under this Policy where they are:

1. causally connected or interrelated; or
2. attributable to the same source or originating or underlying clause.

Where a single act, error, or omission gives rise to a Claim, such Claims will jointly constitute one claim under the Policy, and only one (1) Deductible will be applicable in respect of such Claim. Furthermore, if there is an Aggregate limit, only one (1) Limit of indemnity will be applicable in respect of such Claim.

Notices

Any notice We give You will be in writing, and will be effective once it's delivered to You personally or to Your last known address (including when it's an electronic one).

It's important for You to tell Us of any change of address as soon as possible.

Policy construction and interpretation

The construction, interpretation and meaning of the provisions of this Policy will be determined in accordance with the law of the State, Territory or Country in which this Policy is issued, being the place of issue specified in the Policy Schedule, and any disputes relating thereto will be submitted to the exclusive jurisdiction of the courts of such State, Territory or Country. If no place of issue is shown in the Policy Schedule it is agreed that the place of issue is Sydney, New South Wales, Australia.

The marginal notes and titles of paragraphs in this Policy are included for descriptive purposes only and do not form part of this Policy for the purpose of its construction or interpretation.

Under this Policy, the masculine includes the feminine and the singular includes the plural and vice versa and reference to a person includes a body corporate, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust.

Claims conditions

Claims mitigation and co-operation

If You, either prior to or during the Period of insurance become aware of a situation which could, if not rectified, lead to a Claim or increase the quantum of a Claim, You must use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any liability under this Policy.

You must frankly and honestly disclose to Us all relevant information and, in addition, shall provide assistance to Us as We may require enabling Us to investigate and to defend any Claim under this Policy to enable Us to determine Our liability under this Policy.

Other than Costs and Expenses incurred by Us to enable Us to determine Our liability under this Policy, compliance with this condition will be at Your own cost, unless otherwise agreed in writing by Us.

Defence and settlement

We may:

1. instruct You to conduct the defence of the Claim if We believe that any Claim will not exceed the Deductible, in which case You will be responsible for Your own Costs and Expenses and any settlement up to the limit of the Deductible. In the event that any Costs and Expenses or payment made to dispose of the Claim exceeds the Deductible We will reimburse You all reasonable Costs and Expenses;
2. take over and conduct, in Your name, the defence or settlement of any Claim at any time, in which case We will then have sole control of the Claim.

You agree:

3. not to negotiate or settle any Claim, incur any Costs and Expenses or Investigation Costs and Expenses, make any admission, offer or payment or otherwise assume any contractual obligation with respect to any Claim or loss without Our written consent, provided that We shall not unreasonably withhold such consent;
4. that any information that is received by Our external lawyers in the course of investigating, defending or settling any Claim made against You can be provided to Us and relied upon by Us in relation to any issue that may arise regarding Our liability to indemnify You;
5. that Our external lawyers may provide advice to Us on any issue regarding Our liability to indemnify You and, whilst doing so, may continue to act in the investigation, defence or settlement of the Claim.

Furthermore, in the circumstances described under items 2, 4 or 5 above, You agree:

6. that Our communications with Our external lawyers are privileged and that You are not entitled to obtain any such communications;
7. to waive any entitlement that You may have for legal professional privilege between You and Our external lawyers;
8. if any actual or apparent conflict arises between Our interests and Your interests, Our external lawyers may cease acting on Your behalf and may continue to act on Our behalf.

Your right to contest

In the event that We recommend a settlement in respect of any Claim and You do not agree that such Claim should be settled, then You may elect to contest such Claim, provided that Our liability in connection with such Claim will not exceed the amount for which the Claim could have been so settled plus the Costs and Expenses incurred with Our written consent up to the date of such

election, less the Deductible.

Reporting and notice

You must give to Us written notice as soon as practicable of any Claim made against You provided that such written notice is given to Us during the Period of insurance in which the Claim is made.

Notice of any Claim must be given in writing to Us, and delivered to:

The Service Manager
Professional Liability Claims Department
QBE Insurance (Australia) Limited
GPO Box 219
Parramatta NSW 2124

Or by email to piclaims@qbe.com

Senior Counsel clause

We shall not require You to contest any Claim unless a senior counsel (to be mutually agreed upon by You and Us) advises that such Claim should be contested.

In formulating such advice, senior counsel will take into consideration the economics of the matter, the damages and costs which are likely to be recovered by the plaintiff, the likely Costs and Expenses and the prospects of You successfully defending the Claim.

The cost of such senior counsel's opinion shall be regarded as part of the Costs and Expenses.

Subrogation

In respect of any Claim covered by this Policy, and without limiting Our rights at law, We will be subrogated to all Your rights of recovery, and You shall execute all papers required and do everything necessary to secure and preserve such rights, including the execution of documents necessary to enable Us to effectively bring suit in Your name.

You must not, without first obtaining Our written consent, do anything or fail to do anything which excludes, limits or prejudices Our rights of subrogation.

Taxation implications

If You're a business You must tell Us if You're registered, or are required to be registered, for GST. When You do this, We need You to give Us:

- Your ABN; and
- The percentage of any input tax credit You will claim, or will be entitled to claim, on Your Premium.

When We pay a Claim, Your GST status will determine the amount We pay You. Your Claim settlement amount will be adjusted to allow for any ITC entitlement.

Unless We say otherwise, all amounts in Your Policy are inclusive of GST. There may be other taxation implications affecting You, depending upon Your own circumstances. We recommend You seek professional advice.

