



Legal Expenses Policy  
Wording

# Corrective Services Legal Expenses Insurance

**Insurer:**  
Certain Underwriters at Lloyd's

Coverholder at **LLOYD'S**



# CORRECTIVE SERVICES LEGAL EXPENSES

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## IMPORTANT NOTICES

Specialist Underwriting Agencies Pty Ltd (ABN 18 010 062 745) (**SUA**) gives notice that this Policy is issued under a delegated authority given to **SUA** by certain underwriters at Lloyd's.

Furthermore **SUA** will be acting as agent of the Insurer and not as an agent for the Insured.

This **Policy** will respond to **Legal Actions** commenced against the **Insured** and notified as a **Claim** to **SUA** during the **Policy Period**. This Policy does not cover **Legal Actions** commenced or **Claims** made outside of the **Policy Period**.

### PRIVACY STATEMENT

#### Protecting Your privacy

**SUA** are committed to protecting **Your** privacy and the privacy of any personal information provided to **SUA**. **SUA** comply with the Australian Privacy Principles set out in the Privacy Act 1988 (Cth) (Privacy Act). A full version of the Privacy Policy is available (see the link below) which sets out details about how **SUA** manage and what **SUA** do with **Your** personal information. In summary:

#### What personal information will SUA collect and why do SUA need it?

**SUA** may need to collect personal information from **You** so that **SUA** can provide **You** with the insurance services **You** are seeking from **SUA**.

#### How do SUA collect the personal information?

Information is primarily collected through brokers or directly from **You**. It might also be collected on occasion in person by investigators or to the officers or service providers of ours, in writing, by telephone and by other electronic communication channels.

**SUA** may need to obtain personal information from others to ensure that **SUA** are fully informed in relation to the issues that **SUA** need to address with regard to **Your** insurance and any **Claim** that **You** may make.

#### Who will see or have access to your personal information?

Unless **SUA** are required to provide **Your** personal information to others by law, by court order or to administer or investigate an application for insurance or a **Claim**, **Your** information will only be seen or used by persons working within the **SUA** group of companies.

#### Security of Information

**SUA** information systems and files are kept secured from unauthorised access and **SUA** staff and contracted agents and service providers have been informed of the importance **SUA** place on protecting **Your** privacy and their role in helping **SUA** to do so. Information will be stored and disposed of in a secure environment, which may only be accessed by authorised personnel.

#### What if I want to check what personal information SUA hold about me?

**SUA** are happy to advise **You** what personal information **SUA** hold about **You** and share this information with **You**. This will be the case unless there is a relevant exception under the Privacy Act that applies.

#### Can I correct the information?

If **You** believe there are errors in our records about **You**, please let **SUA** know and **SUA** will be happy to investigate and correct any inaccuracies.

#### Cookies

**SUA** website may use cookies to provide a better browsing experience. If **You** prefer not to have cookies collected, **You** can disable this option in **Your** browser settings.

#### Direct Marketing

Apart from notifying **You** of our service offerings, **SUA** do not, without **Your** consent, sell, rent, license or otherwise disclose **Your** information to any party for the purposes of direct marketing.

#### Cross Border Storage

In order for **SUA** to provide our services, **SUA** may receive and share personal information with the **SUA** group of companies, third parties and **SUA** may also store that information on servers that are not in Australia. **SUA** will ensure that any party with whom **SUA** share personal information overseas will be required to comply with the Privacy Act.

#### Further information

If **You** would like further information, please review our full Privacy Policy at [www.sua.com.au](http://www.sua.com.au) or if **You** have any complaints or concerns over the protection of the information **You** have given to **SUA** or that **SUA** have collected from others, contact the privacy officer at:

SUA  
255 Sandgate Road  
Albion QLD 4010  
PO Box 324 Clayfield QLD 4011  
Phone: 07 3624 9419  
Email: [info@sua.com.au](mailto:info@sua.com.au)

### COPYRIGHT NOTICE

This **Policy** is copyright. Apart from any use permitted under the Copyright Act 1968 (Cth) (Copyright Act), no part may be reproduced by any process, nor may any other exclusive right be exercised, without the permission of SUA ©2020

### OTHER IMPORTANT INFORMATION

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


It is important that:

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

#### Information That You Provide to SUA

In issuing this **Policy** the **Insurer** is relying upon the information contained in the **Proposal** and any written or oral statements that **You**, the **Insured** (or anyone acting on the **Insured's** behalf) provide to **SUA** or the **Insurer**, either directly or through **Your** Insurance Intermediary, in deciding whether to provide the **Insured** with this **Policy** and on what terms and at what premium.

If **You** become aware that any information **You**, the **Insured** (or anyone acting on the **Insured's** behalf) have given to the **Insurer** is not complete or accurate or **You** fail to notify **Your** Insurance Intermediary that the information provided to **SUA** or



the **Insurer** is inaccurate or incomplete, and **SUA** or the **Insurer** establishes that **You**, the **Insured** (or anyone acting on the **Insured's** behalf) deliberately or recklessly provided the **Insurer** with false or misleading information, then the **Insurer** may treat this **Policy** as if it never existed and decline all **Claims**.

If the **Insurer** establishes that **You**, the **Insured** (or anyone acting on the **Insured's** behalf) carelessly provided false or misleading information, then the cover and benefits under this **Policy** could be affected and the **Insurer** might, for example:

- treat this **Policy** as if it never existed and return premium paid; or
- cancel this **Policy** and refuse to pay any **Claim**; or
- revise the premium; or
- charge an additional premium or not pay a **Claim** in full.

#### Change in Circumstances

The **Insured** must give written notice as soon as possible to **SUA** of any change in any of the facts or circumstances existing at the commencement of this **Policy** which materially changes the nature or extent of the risk insured by this **Policy**. The contact details for notifying **SUA** are set out below.

#### How to Make a Claim

The **Insured** must as a condition precedent to any right to be indemnified under this **Policy** give **SUA** immediate notice in writing during the **Policy Period** of:

- any Legal Action commenced against the Insured; and
- any circumstances which the Insured becomes aware of and which may give rise to a Legal Action or a Claim under this Policy.
- If a Legal Action is intimated or commenced against the Insured, the Insured must:
  - a) send **SUA** as soon as possible a copy of any documents in connection with the Legal Action and Claim;
  - b) authorise **SUA** to obtain records and other information.

Notification of **Claims** to **SUA** will be deemed to be notification to the **Insurer** of such **Claims**.

The **Insured** must not make any payment, assume any obligation, or incur any costs without the **Insurer's** prior written consent provided through **SUA** Claims Department.

If the **Insured** needs to notify a **Claim** or possible **Claim**, the **Insured** should contact **SUA** Claims Department as soon as practicable after the **Insured** becomes aware of a cause, event or circumstance which has given or may give rise to a **Claim**, dispute or **Legal Action** involving the **Insured**.

**SUA**  
255 Sandgate Road  
Albion QLD 4010  
PO Box 324 Clayfield QLD 4011  
Phone: 07 3624 9419  
Email: [claims@sua.com.au](mailto:claims@sua.com.au)

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

If **You** encounter any issues with the claims process, **You** should contact **Your** Insurance Intermediary who sold **You**, the **Insured** this **Policy**. The contact details for **Your** Insurance Intermediary will appear on any correspondence sent to **You**, as the **Insured**. Your Insurance Intermediary will be able to assist with making the **Claim** on behalf of the **Insured** and any further issues that may arise.

## WHAT TO DO IF YOU HAVE A COMPLAINT?

### About Lloyd's

Lloyd's is the world's specialist insurance and reinsurance market, bringing together an outstanding concentration of underwriting expertise and talent.

In Australia, Lloyd's is proud to be a member of the Insurance Council of Australia. Lloyd's has adopted the General Insurance Code of Practice subject to certain specific qualifications. **You** can obtain a copy of the code at [www.codeofpractice.com.au](http://www.codeofpractice.com.au)

Lloyd's aim is to provide the highest service to our Australian policyholders and, to this end, Lloyd's have developed the following procedures for the fair handling of complaints from Lloyd's policyholders.

### How can Lloyd's help You?

There are established procedures for dealing with complaints and disputes regarding the **Policy**.

#### Stage 1

Any enquiry or complaint relating to this **Policy** or **Claim** should be addressed to either **Your** insurance intermediary or to **SUA** - in most cases this will resolve **Your** grievance.

They will respond to **Your** complaint within 15 business days provided they have all necessary information and have completed any investigation required. Where further information, assessment or investigation is required, they will agree to reasonable alternative timeframes with **You**. You will also be kept informed of the progress of **Your** complaint.

#### Stage 2

In the unlikely event this does not resolve the matter or **You** are not satisfied with the way **Your** complaint has been dealt with, **You** should contact:

Lloyd's Australia Limited Level 9, 1 O'Connell St  
Sydney NSW 2000  
Phone: 02 8298 0783  
Email: [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)

Lloyd's will usually require the following information:

- name, address and telephone number of the **Insured**;
- details of the policy concerned (policy and/or claim reference numbers etc.);
- details of the insurance intermediary through whom the **Policy** was obtained;
- reasons why **You** are dissatisfied;
- a copy of any supporting documentation **You** believe may assist Lloyd's in addressing **Your** dispute appropriately.

Following receipt of **Your** complaint, **You** will be advised whether **Your** matter will be handled by Lloyd's Australia or the Lloyd's Complaints team in the UK, or what other avenues are available to **You**.

Where **Your** complaint is eligible for referral to the Australian Financial Complaints Authority (AFCA), Your complaint will generally be reviewed by a person at Lloyd's Australia with appropriate authority to deal with **Your** dispute.

Where **Your** complaint is not eligible for referral to AFCA, Lloyd's Australia will refer **Your** complaint to the Lloyd's Complaints team in the UK if it falls within the jurisdiction of the UK Financial Ombudsman Service. They will review **Your** complaint and liaise directly with **You**.

For all other matters **You** will be advised of what other avenues may be available to **You**.



### **How long will the Stage 2 process take?**

Your complaint will be acknowledged in writing within 5 business days of receipt, and **You** will be kept informed of the progress of our review of **Your** complaint at least every 10 business days.

The length of time required to resolve a particular dispute will depend on the individual issues raised, however in most cases **You** will receive a full written response to **Your** complaint within 15 business days of receipt, provided Lloyd's have received all necessary information and have completed any investigation required.

### **External Dispute Resolution**

If **Your** complaint is not resolved in a manner satisfactory to **You** or Lloyd's do not resolve **Your** complaint within 45 calendar days of receiving it at Stage 1, **You** may refer the matter to AFCA as follows:

AFCA  
GPO Box 3  
Melbourne VIC 3001  
Phone: 1800 931 678  
Email: [info@afca.org.au](mailto:info@afca.org.au)

More information can be found at [www.afca.org.au](http://www.afca.org.au)

AFCA is an independent body that operates nationally in Australia and aims to resolve disputes between **You** and **Your Insurer**. AFCA provides fair and independent financial services complaint resolution that is free to consumers. Your dispute must be referred to AFCA within 2 years of the date of our final decision. Determinations made by AFCA are binding upon the **Insurer**.

Customers not eligible for referral to AFCA, may be eligible for referral to the UK Financial Ombudsman Service. Such referral must occur within 6 months of the final decision by the Complaints team at Lloyd's. Further details will be provided with their final decision to **You**.

### **How much will this procedure cost You?**

This service is free of charge to policyholders.



# POLICY WORDING

## PREAMBLE

The **Policy Wording, Schedule and Endorsements** (collectively described as **Policy**) are to be read together.

Subject to the payment of the premium set out in the **Schedule**, the **Insurer** agrees to provide insurance subject to the terms of this **Policy** up to the **Limit of Liability**. Coverage is provided for those sections taken out by the **Insured**, as indicated by a **Limit of Liability** being shown for that Section on the **Schedule**.

This **Policy** is an insurance contract between the **Insured** and the **Insurer**.

## GENERAL DEFINITIONS

### WORDS WITH SPECIFIC MEANINGS

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

#### Act of Parliament

means any Act of the Parliament of the Commonwealth of Australia or any Act of the Parliament of the States or Territories of the Commonwealth of Australia, including any regulations, any subordinate legislation or any delegated legislation made under any such Act of Parliament enforceable within the **Territorial Limits**.

#### Aggregate Limit of Liability

means the amount shown in the **Schedule** which is the maximum the **Insurer** will pay for all **Claims** under this **Policy** during any one **Policy Period**.

#### Appointed Representative

means the legal representatives appointed by **SUA** at its sole discretion to act for the **Insured** in accordance with the terms of this **Policy**.

#### Claim

means the **Insured's** insurance claim under this **Policy** for **Legal Expenses** described in the **Sections of Cover**.

#### Compensation for Personal Injury

means any compensation or damages for any personal injury including mental injury, anxiety, stress, emotional upset, nervous shock or workers compensation benefits.

#### Court or Tribunal

means a court, tribunal or other statutory body of competent jurisdiction within the **Territorial Limits**.

#### Endorsement

means any written amendment to this **Policy** which is mutually agreed upon by the **Insurer** and **Insured** and is issued by **SUA** on behalf of the **Insurer**.

#### ICA

means the Insurance Contracts Act 1984 (Cth).

#### Insured

means the individual named in the **Schedule**.

#### Insurer

means certain underwriters at Lloyd's.

#### Legal Action

means a disciplinary proceeding or criminal prosecution in a **Court or Tribunal**, including any appeal to a **Court or Tribunal** with the written consent of **SUA** Claims Department;

#### Legal Expenses

means:

- a) any legal fees, costs and expenses (excluding any fines, penalties or statutory charges imposed by a **Court, Tribunal or Regulatory Authority**) reasonably incurred by the **Appointed Representative** in respect of a **Legal Action** which are incurred with the **Insurer's** prior written consent provided through **SUA** Claims Department; and
- b) any costs incurred by other parties in respect of a **Legal Action** for which the **Insured** is ordered to pay by a **Court or Tribunal** but excluding any costs which the **Insured** may be ordered to pay on a criminal prosecution or by a Court of criminal jurisdiction (including but not limited to Court costs levy, victims support levy, prosecutors legal costs, criminal compensation or restitution)

#### Limit of Liability

means the amount(s) shown in the **Schedule** which is the maximum the **Insurer** will pay in respect of:

- a) **Related Claims**; or
- b) the **Aggregate Limit of Liability**.

#### Policy

means the contract of insurance that is comprised of the **Policy Wording**, the **Schedule** and any **Endorsement**.

#### Policy Period

means the period from the inception of this **Policy** until its expiry as shown on the **Schedule** subject to prior termination in accordance with this **Policy**.

#### Policy Wording

means this document.

#### Proposal

means the proposal form completed by the **Insured** or on behalf of the **Insured** and includes any attachments, documents or information provided.

#### Reasonable Prospects of Success

means following receipt of a legal opinion from the **Appointed Representative** it is more probable than not that:

- a) at a determination of a final hearing of a **Legal Action**; or
- b) by the final resolution of a **Legal Action**;

the **Insured** will be successful in obtaining an outcome in the **Insured's** favour in respect of the **Legal Action**.

#### Regulatory Authority

means a person, body or entity appointed, constituted or acting under a delegation or power pursuant to any **Act of Parliament** and includes but is not limited to:

- a) statutory authorities;
- b) statutory corporations;
- c) government agencies;
- d) local councils and municipal authorities.

#### Related Claims

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

**Restricted Licence**

means a restricted driving licence issued to allow the **Insured** to drive for work purposes following suspension or revocation of the **Insured's** open driving licence.

**Schedule**

means the schedule issued by **SUA** on behalf of the **Insurer** for this Policy setting out information including the **Insured's** details, the premium, and the Sections of Cover taken out by the **Insured**.

**Sections of Cover**

means the **Sections of Cover** stated in this **Policy Wording**. The **Sections of Cover** applicable to the **Insured** are specified in the **Schedule**.

**SUA**

means

Specialist Underwriting Agencies Pty Ltd  
255 Sandgate Road  
Albion QLD 4010  
PO Box 324 Clayfield QLD 4011  
Phone: 07 3624 9419  
Email: claims@sua.com.au

**Territorial Limits**

means the territorial limits specified in the **Schedule**.

**You/Your**

means the **Insured**.

## SECTIONS OF COVER

### WHAT IS COVERED UNDER THIS POLICY

#### INSURING CLAUSE

Subject to the terms of this **Policy**, the **Insurer** will indemnify the **Insured** up to the **Limit of Liability** for **Legal Expenses** incurred in any **Legal Action** provided that such **Legal Action** is commenced during the **Policy Period** and arises out of or occurs in connection with the **Insured's** role as a corrective services officer or civilian watchhouse keeper.

#### SECTION A — DISCIPLINARY HEARINGS PROTECTION

***What is Covered***

The **Insurer** agrees to pay the **Insured** for **Legal Expenses** incurred in respect of the **Insured's** participation at a disciplinary hearing following an allegation of criminal conduct, provided the **Insured** has not already been convicted of the alleged offence.

#### Exclusions to Section A

***What is Not Covered***

The **Insurer** will not be liable to pay the **Insured** any **Legal Expenses** or any other amount under this Section in connection with any allegation of offences against the person unless such alleged offences occur:

- a) on duty in the execution of the officer's role; or
- b) off duty when arising from or reasonably connected to the officer's role; or

#### SECTION B — CRIMINAL PROSECUTION DEFENCE

***What is Covered***

The **Insurer** agrees to pay the **Insured** for **Legal Expenses** incurred in defending a prosecution against the **Insured** in a Court of criminal jurisdiction.

#### Exclusions to Section B

***What is Not Covered***

The **Insurer** will not be liable to pay the **Insured** under this Section in connection with any allegation of offences against the person unless such alleged offences occur:

- a) on duty in the execution of the officer's role; or
- b) off duty when arising from or reasonably connected to the officer's role; or



## GENERAL EXCLUSIONS

### **What is Not Covered**

The **Insurer** will not be liable to pay the **Insured** for **Legal Expenses** or any other amount arising directly or indirectly out of or in connection with:

### **Breach of Intellectual Property Rights**

- a) alleged infringement of intellectual property rights or passing off whether related to intellectual property or not;
- b) the ownership or existence of any intellectual property rights.

### **Contamination**

seepage, pollution or contamination of any kind.

### **Defamation**

actual or alleged defamation or malicious falsehood.

### **Civil Proceedings**

the **Insured's** prosecution, defence of, or involvement in any civil proceedings;

### **Failure to Effect or Maintain Insurance**

any actual or alleged failure to effect or maintain any insurance.

### **Fraud**

any allegations of fraud.

### **Outside Territorial Limits**

any **Legal Action** brought, made or commenced outside the **Territorial Limits**.

### **Particular Disputes**

any **Legal Action** between any of:

- a) the **Insured**, **SUA** or the **Insurer**;
- b) the **Insured** and the **Appointed Representative**;
- c) the **Insured** and the **Insured's** Insurance Intermediary.

### **Particular Legal Expenses**

- a) a judicial review other than an appeal of a **Legal Action** to which the **Insurer's** prior written consent has been granted;
- b) appeals arising out of a **Legal Action** to which the **Insurer's** prior written consent has not been granted or is withdrawn;
- c) circumstances where the **Insured** should or would have had to incur such **Legal Expenses** irrespective of any **Legal Action**.

### **Radioactivity**

any expense, legal liability, loss, destruction or damage to property directly or indirectly caused by or contributed to by:

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.

### **Road Traffic offences**

any off-duty road traffic offences.

### **Sanctions**

any circumstances where payment of such **Claim** or provision of such benefit would expose **SUA** or the **Insurer** to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the United Kingdom, the United States of America, Australia, Singapore or Bermuda.

### **Tax**

any allegations relating to the payment or non-payment of any tax

### **War, Civil Commotion & Terrorism**

any loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with (including any action taken in controlling, preventing or suppressing or in any way relating to) any of the following regardless of any other contributing cause or event

- a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government; or
- b) any act of Terrorism.

For the purposes of this Exclusion:

### **Terrorism**

means any act including but not limited to the use or threat of force or violence by any person or group or groups of persons, whether acting alone or on behalf of or in connection with any organisation or government which from its nature or context is committed for, or in connection with any political, religious, ideological ethnic 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.





## CLAIMS CONDITIONS

### Notification of Claims

The **Insured** shall as a condition precedent to the **Insured's** right to be indemnified under this **Policy** give **SUA** as agent of the **Insurer**, immediate notice during the **Policy Period** of:

- a) any **Legal Action** commenced against the **Insured**; or
- b) any cause, event or circumstances which has given or may give rise to a **Legal Action** or a **Claim** under this **Policy**.

This notice shall be given in writing to **SUA** Claims Department as follows:

SUA  
255 Sandgate Road  
Albion QLD 4010  
PO Box 324 Clayfield QLD 4011  
Phone: 07 3624 9419  
Email: claims@sua.com.au

Where this notification has been given, the **Insurer** agrees to treat any subsequent **Claim** in respect of the same cause, event, circumstance or **Legal Action** as having been notified during the **Policy Period**.

### Insurer's Consent

It is a condition precedent to the **Insurer's** liability and the **Insured's** right to be indemnified under this **Policy** that the **Insurer's** consent through **SUA** Claims Department must be obtained in writing prior to the **Insured** incurring any **Legal Expenses**. This consent will be given by **SUA** as agent of the **Insurer** if the **Insurer** is satisfied that:

- a) there are **Reasonable Prospects of Success**; and
- b) where (to the extent that the **Policy** provides cover) the **Insured** pleads guilty, there is a reasonable prospect of a significant mitigation of an outcome which would be adverse to the **Insured**.

If during the course of a **Legal Action** the **Insurer** is no longer satisfied in respect of subclauses (a) or (b) above, all future payments will cease in respect of **Legal Expenses** related to the **Claim**. The **Insurer** may, at its sole discretion, at any time, obtain a legal opinion from the **Appointed Representative** in respect of any of the subclauses above.

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

- a) information and documentation **SUA** reasonably requests in respect of the **Claim**; and
- b) a legal opinion from the **Appointed Representative** paid for by the **Insured** as to the subclauses above; and
- c) any other advice **SUA** or the **Insurer** deems necessary to obtain.

With the **Insured's** agreement, the **Insurer** may provide assistance in settling disputes or **Legal Actions**, the **Legal Expenses** of which will be covered under this **Policy** subject to its terms up to the **Limit of Liability**.

The **Insurer** may require the **Insured** to obtain an opinion from Counsel at the **Insured's** expense assessing the **Prospects of Success** of the **Legal Action**. This additional opinion shall only be required if there is a disagreement between the **Insurer** and the **Insured** as to the **Prospects of Success** of the **Legal Action** or the **Appointed Representative** is unable to give clear opinion on the **Prospects of Success** of the **Legal Action**. If based upon this opinion the **Insurer** is satisfied in respect of subclauses (a) and (b) above the **Legal Expenses** in obtaining that opinion will be paid by the **Insurer** (subject to the **Limit of Liability** and all other **Policy** terms).

In granting the **Insurer's** consent the **Insurer** will indemnify the **Insured** subject to the terms and conditions of this **Policy** but this consent does not imply that all **Legal Expenses** will be indemnified. In particular **Legal Expenses** for matters that go beyond the immediate scope of the **Legal Action** will be deemed by the **Insurer** to fall outside the insurance coverage provided by this **Policy**. The **Insurer** reserves the right to limit its consent by time and/or financial amount of **Legal Expenses** and/or stage of proceedings to allow for a review of its continued consent.

If after the **Insurer's** prior written consent has been granted it is shown the **Claim** has not been brought within the terms and conditions of this **Policy**, the **Insurer's** consent will be withdrawn and no insurance coverage under this **Policy** will be provided for the **Claim**. The **Insurer** will be entitled to recover any **Legal Expenses** previously paid.

If the **Insured** elects to continue a dispute or **Legal Action** to which the **Insurer's** consent has not been granted because the **Insured** has not satisfied subparagraphs (a) and (b) above, and if the **Insured** is ultimately successful in the **Legal Action**, the **Insurer** will pay the **Legal Expenses** incurred after the point in time that the **Insurer's** consent was not granted (subject to all of the other terms, conditions, limitations and exclusions of this **Policy**).

### Appeal Procedure

If, following a **Legal Action** in which the **Insurer** has agreed to pay **Legal Expenses** the **Insured** wishes to appeal against the judgment or decision of a **Court or Tribunal**, the grounds for this appeal must be submitted to the **Insurer** through the **Appointed Representative** as soon as practicable so that the **Insurer** may consider whether to consent to incurring **Legal Expenses** in connection with the appeal.

If an appeal is lodged against a judgment or decision of a **Court or Tribunal** made in the **Insured's** favour following **Legal Action** to which the **Insurer** has given its prior written consent, the **Insured** must notify the **Insurer** as soon as practicable. **SUA** as agent of the **Insurer** will inform the **Appointed Representative** of its decision on indemnity for **Legal Expenses** related to the appeal.

### Co-operation

The **Insured** will not, except at its own expense, make any offer, payment, admission, settlement or effect any resolution, assume any obligation, or incur any **Legal Expenses** without the **Insurer's** prior written consent in respect of any **Legal Action** or agree to make any payment or consent to any order directing the **Insured** to make a payment without the **Insurer's** prior written consent. The **Insurer** will not be liable for any such payment incurred without the **Insurer's** consent. However, the **Insurer** will not unreasonably withhold such consent. The **Insured** will upon request by **SUA**, the **Insurer** or the **Appointed Representative**, and at the **Insured's** own expense:

- a) provide all information and assistance as may be required;
- b) give a complete and truthful account of the facts relevant to any **Legal Action** or **Claim**;
- c) supply all documents and other evidence relevant to the **Legal Action** or **Claim**;
- d) authorise the **Appointed Representative** to release to **SUA** and the **Insurer** all information concerning the **Legal Action** or **Claim** and provide **SUA** and the **Insurer** all written advices provided by the **Appointed Representative** and any legal counsel engaged by the **Appointed Representative** in relation to the **Legal Action**; and
- e) obtain and sign all documents reasonably required to be obtained and signed and attend any meeting or conferences when reasonably requested.

In respect of any **Claim** made or **Legal Action** commenced against the **Insured**, the **Insured** will, upon **SUA's** request, the **Insurer's** request or the **Appointed Representative's** request and at their own expense, ensure and if necessary give evidence at any **Court or Tribunal**, conference, hearing, enquiry, investigation, proceeding or review in connection with any **Claim** made or **Legal Action** commenced against the **Insured**;



## POLICY CONDITIONS

The **Insured** must comply with the following conditions. If the **Insured** does not meet these conditions, the **Insurer** may reject a **Claim** or a **Claim** payment could be reduced. In some circumstances, the **Policy** may not be valid.

### Instruction and Choice of Appointed Representative

The **Insurer** will choose an **Appointed Representative** to act on behalf of the **Insured** in any **Legal Action**.

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

### Payment of Legal Expenses

The **Insured** must not, without the **Insurer's** prior written approval, enter into any agreement with the **Appointed Representative** as to **Legal Expenses**.

The **Insured** must not infer or represent to any **Appointed Representative** that any **Legal Expenses** are insured or covered by this **Policy**.

All invoices and requests for payment for **Legal Expenses** which the **Insured** receives from the **Appointed Representative** must be forwarded to **SUA** as soon as practicable upon receipt. If **SUA** so requires, the **Insured** must communicate any objections raised by **SUA** to the amount of the **Legal Expenses** or ask the **Appointed Representative** to submit the bill of costs for assessment or certification by the appropriate costs assessor, Law Society, **Court** or **Tribunal**. The **Insured** must assist **SUA** and the **Insurer**, upon **SUA's** request or the **Insurer's** request, in the enforcement of any right against any person or organisation which may be liable to the **Insured** as a result of any **Claim** or proceedings commenced against the **Insured** where the **Insured** has made a **Claim** under this **Policy** in connection with that **Legal Action**. The **Insured** is responsible for payment of all **Legal Expenses** to the **Appointed Representative** however the **Insurer** may settle such **Legal Expenses** directly at the **Insurer's** sole discretion. The payment of some **Legal Expenses** by the **Insurer** is not an indication that all **Legal Expenses** will be paid.

### Recovery of Costs

Any **Legal Expenses** awarded or paid to the **Insured** (up to the amount paid by the **Insurer** to the **Insured** for **Legal Expenses** in respect of the **Claim**) are to be repaid to the **Insurer**.

The **Insured** must and shall procure that the **Appointed Representative** must make every effort to make a full recovery of **Legal Expenses**.

### Duty to Mitigate

The **Insured** must take all reasonable precautions to avoid and prevent **Claims** and **Legal Actions**, and to mitigate **Legal Expenses**.

### Assignment or Alteration of Interest

No change in, or modification of, or assignment of interests under this **Policy** will be effective except if agreed to in writing by the **Insurer** and the **Insured** by way of **Endorsement**.

### Cancellation

The **Insurer** may cancel this **Policy** in accordance with the relevant provisions of the **ICA**. Upon cancellation by the **Insurer**, except cancellation for fraudulent non-disclosure, fraudulent misrepresentation or in the event of a fraudulent **Claim**, the **Insured** is entitled to a premium refund for the unexpired **Policy Period**.

This **Policy** may be cancelled at any time at the **Insured's** written request, in which case the **Insurer** will refund the premium for the unexpired **Policy Period**, less 10% of the annual premium as an administration fee.

### Confidentiality

The **Insured** will not, except to the extent that the **Insured** is compelled by the law to do so, release to any third party, or otherwise publish, details of the nature of this **Policy**, the extent of cover provided by this **Policy**, or the amount of the premium specified in the **Schedule**, without the **Insurer's** written consent.

### Law and Jurisdiction

This **Policy** shall be governed and construed in accordance with the applicable laws of the Commonwealth of Australia and its States or Territories. Any disputes relating to the application or interpretation of this **Policy** will be determined in accordance with the law of the State or Territory of Australia in which the **Policy** was issued.

The **Insured** and the **Insurer** irrevocably submit to the exclusive jurisdiction of the States or Territories of the Commonwealth of Australia.

### Notices under Acts

The **Insured** will comply with any lawful notice or direction received from, or any enforcement action taken by, any appropriate **Regulatory Authority** within the time specified or if no time is specified, within a reasonable time.

### Reasonable Care

The **Insured** must take reasonable care at all times:

- a) not to pursue a course of action which the **Insured** knows, or ought reasonably to know, will bring about a **Legal Action** or **Claim**; and
- b) to prevent injury, loss or damage and comply with all the terms and conditions of this **Policy**.

### Several Liability

The **Insurer** is only liable for the proportion of liability the **Insurer** has underwritten. The **Insurer** is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is the **Insurer** responsible for any liability of any other insurer that may underwrite this **Policy**.



always thinking.

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Coverholder at **LLOYD'S**