



KEYSTONE

Management Liability Wording

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Wording

The **Insured** and **Keystone** agree that **Keystone** will provide insurance in accordance with the terms of this **Policy** upon payment of the **Premium** as shown in the **Schedule**, and upon submission by the **Insured** of the **Proposal**, the contents on which **Keystone** will rely.

Definitions

1. These definitions apply to this whole **Policy** unless stated otherwise.
- 1.1 **Bail Bond and Civil Bond Premium** means the reasonable premium (but not collateral) for a bond or other financial instrument, incurred with **Keystone's** prior written consent (which shall not be unreasonably withheld or delayed), to guarantee an **Insured Person's** contingent obligation for a specified amount required by a court hearing a **Claim**.
- 1.2 **Claim** means:
 - 1.2.1 for the purposes of *Cover 1 – Management Liability*, any:
 - 1.2.1.1 written demand for compensation or non-pecuniary relief alleging a **Wrongful Act**;
or
 - 1.2.1.2 civil, regulatory, arbitration or dispute resolution proceeding alleging a **Wrongful Act**; or
 - 1.2.1.3 criminal proceeding alleging a **Wrongful Act**; or
 - 1.2.1.4 **Employment Claim**; or
 - 1.2.1.5 extradition proceeding; or
 - 1.2.2 for the purposes of *Cover 2 – Company Liability*, any:
 - 1.2.2.1 written demand for compensation or non-pecuniary relief; or
 - 1.2.2.2 civil, regulatory, arbitration or dispute resolution proceeding; alleging a **Wrongful Act**; or
 - 1.2.3 for the purposes of *Cover 3 – Employment Practices Liability*, an **Employment Claim**;
or
 - 1.2.4 for the purposes of *Cover 5 – Superannuation Trustee Liability*, any:
 - 1.2.4.1 written demand for compensation or non-pecuniary relief; or
 - 1.2.4.2 civil, regulatory, arbitration or dispute resolution proceeding; or
 - 1.2.4.3 criminal proceeding, alleging a **Wrongful Act**.
- 1.3 **Company** means any company specified in the **Schedule** and any **Subsidiary**.
- 1.4 **Company Wrongful Act** means any actual or alleged breach of duty, breach of trust, neglect, error, misstatement, misleading statement, omission, breach of warranty of authority or other act done or wrongly attempted by any **Company**.
- 1.5 **Computer or Network Crime** means an act or acts of a person resulting in:
 - 1.5.1 the loss of the **Insured's** money, securities or property:
 - 1.5.1.1 under the direct or indirect control of a computer system, by manipulation of computer hardware, software programmes or systems, by any person to which system the **Insured** has not given authorised access; or
 - 1.5.1.2 from an account which you maintain at a financial institution, following fraudulent electronic, telegraphic, cable, teletype, telex, telephone or written instructions to debit, transfer or deliver funds from such account. These instructions must appear to have been given by the **Insured** or someone to whom the **Insured** has given authorisation, but actually have been fraudulently transmitted, issued or fraudulently altered by another;
 - 1.5.2 the use, with dishonest or fraudulent intent, of computer, network or electronic commerce services to erase, destroy, modify or corrupt data or to deny users access to the **Insured's** computer, network or electronic commerce services;
 - 1.5.3 the **Insured's** liability to settle payment with the **Insured's** telephone service provider as a direct result of dishonest, fraudulent or deliberate unauthorised accessing of a private branch exchange, voice mail processor, automated call back attendant or computer system with similar capacity, which is:
 - 1.5.3.1 owned or leased by the **Insured**; and

1.5.3.2 used for the direction or routing of telephone calls in a voice communication network provided always that such system is protected by a system access code which is changed at least once every thirty (30) days and which is designed to provide authorisation to access the system to perform security functions, system administration and maintenance functions.

1.6 Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **Insured** or any other party.

1.7 Confidential Information means all information intended by the **Insured** to remain confidential which is available to **Insured Persons** including but not limited to:

1.7.1 the existence or status of any discussions or negotiations taking place concerning any business purpose; or

1.7.2 any information that would be regarded as confidential by a reasonable business person relating to the business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the disclosing party; or

1.7.3 any information or analysis derived from **1.7.1** or **1.7.2** above.

Confidential Information shall not include any information that:

1.7.4 is or becomes generally available to the public (other than as a result of its unauthorised disclosure by the **Insured**); or

1.7.5 was available to a recipient on a non-confidential basis prior to disclosure by the **Insured**;
or

1.7.6 was lawfully in the possession of the recipient before the information was disclosed to it;
or

1.7.7 the relevant parties agree in writing is not confidential or may be disclosed; or

1.7.8 is developed by or for the recipient independently of the information disclosed; or

1.7.9 is trivial, obvious or useless.

1.8 Contract means a written contract for the sale or purchase of goods or services.

1.9 Costs and Expenses means all reasonable legal fees, legal costs and other expenses incurred by or on the **Insured's** behalf, with **Keystone's** prior consent, in the investigation, defence or settlement of any **Claim**, **Employment Claim** and/or for the representation or attendance at any **Inquiry**.

Costs and Expenses does not include salaries, wages, allowances, travel or accommodation expenses incurred by the **Insured** in assessing, investigating, dealing with and assisting others to deal with any **Claim**, **Employment Claim** and/or assisting others for the representation or attendance at any **Inquiry**.

1.10 Counterfeiting means an act by a person, other than an **Insured Person**, which causes the **Insured** to act upon or give value for a negotiable instrument that is an imitation of an authentic negotiable instrument and which deceives the **Insured** into believing that the imitation is the authentic original negotiable instrument. For the avoidance of doubt, instruments which contain fraudulent misrepresentations of fact but are genuinely signed or endorsed, are not counterfeit.

1.11 Crisis means any one of the following events, which in the reasonable opinion of the managing director or chief executive officer (or equivalent position in the **Insured**), has the potential to cause a greater than 30% decrease of the total consolidated annual revenue of the **Insured** (by reference to the most recent financial report of the **Insured**):

1.11.1 the loss of the **Insured's** intellectual property rights, including patents, trade trademarks or copyrights; or

1.11.2 the loss of a major customer or contract of the **Insured's**; or

1.11.3 the loss or cancellation of any funding agreement; or

1.11.4 the recall of any product which has been manufactured, produced, packaged, sold or distributed by the **Insured**, due to its potential to cause bodily injury or property damage to others; or

1.11.5 any act occurring on the **Premises** of the **Insured** which causes injury, death or emotional distress to an **Insured Person** or a customer or visitor of the **Insured**; or

1.11.6 any destruction or damage to tangible property belonging to the **Insured** which is not caused by a natural disaster.

1.12 **Crisis Costs** means expenses incurred by an **Insured** with **Keystone's** prior written consent (which shall not be unreasonably withheld or delayed) as a result of the appointment of a crisis management consultant for the purpose of managing a **Crisis** in the circumstances described in Extension 6.3 and 6.4 *Crisis Costs*.

1.13 **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

1.14 **Cyber Extortion** means a threat made solely and directly against the **Insured** by a person or group to:

1.14.1 alter, damage, destroy or render unusable any **Data** owned by the **Insured** or for which that **Company** is legally liable; or

1.14.2 disseminate, divulge or utilise a record, by the unauthorised input of **Instructions** into a **Computer System**, where:

1.14.2.1 that person or group has obtained, or claims to have obtained, unauthorised access to that **Computer System** and is demanding payment in exchange for the mitigation or removal of such threat; and

1.14.2.2 the **Insured** has conducted a reasonable investigation and reasonably determined that such threat is credible both technologically and otherwise.

All such threats shall be deemed to be a single **Cyber Extortion** where they are:

1.14.3 related by a common committed, attempted or threatened act; or

1.14.4 made contemporaneously against the same **Insured** or involving the same **Data** record or **Instructions**; or

1.14.5 made by the same person or group.

1.15 **Cyber Fraud** means an intentional, unauthorised and fraudulent electronic instruction by a **Third Party** purporting to be an **Employee**, director or officer of the **Insured** whom without their knowledge or consent initiates an instruction to debit, pay, deliver or transfer money or securities that results in a **Direct Financial Loss** to the **Insured**.

1.16 **Cyber Incident** means:

1.16.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or

1.16.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

1.17 **Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**. **Deemed Death** means an **Insured** dying. An **Insured** who is the victim of a **Kidnapping**, **Hijacking** or **Wrongful Detention** shall be deemed to have died in the event where there is no communication from that **Insured** or those responsible for the **Kidnapping**, **Hijacking** or **Wrongful Detention** for a period of two (2) years following the latest of:

1.17.1 the **Kidnapping**, **Hijacking** or **Wrongful Detention**; or

1.17.2 the last communication from that **Insured**; or

1.17.3 the last communication from those responsible for the **Kidnapping**, **Hijacking** or **Wrongful Detention**.

The time of death shall be deemed to be the end of that two-year period.

1.18 **Deprivation of Assets Expenses** means the payment directly to the provider of the following services in the event of an interim or interlocutory order confiscating, controlling, suspending or freezing rights of ownership of real property or personal assets of an **Insured Person** or creating a charge over real property or personal assets of the **Insured Person** during the **Period of Insurance**:

1.18.1 schooling; or

1.18.2 housing; or

1.18.3 utilities; or

1.18.4 personal insurances.

Such expenses will only be payable 30 days after the exhaustion of any personal allowance directed by a court to meet such payments, and only for a period of up to twelve (12) months.

- 1.19 Direct Financial Loss** means:
- 1.19.1** financial loss sustained by the **Company** as a direct result of a single act or series of related, continuous or repeated acts of **Internal Crime, External Crime or Theft**. **Direct Financial Loss** will not include:
- 1.19.1.1** salary, wages, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or any other remuneration; or
- 1.19.1.2** costs, fees or other expenses in establishing the existence or amount of the direct financial loss, except as provided in Crime Extension [12.1 and 12.2 Investigative Fees](#); or
- 1.19.1.3** indirect or consequential losses of any nature, including any loss of profits, interest or dividends not realised because of a direct financial loss.
- Direct Financial Loss** resulting from a series of related acts or omissions will be deemed one **Direct Financial Loss**.
- 1.20 Discovered** means the knowledge of any **Direct Financial Loss** by a **Responsible Person** of the **Insured**.
- 1.21 Discovery Period** means the period immediately following the end of the **Period of Insurance** during which written notice may be given to **Keystone** of a:
- 1.21.1 Claim** first made or commenced, or **Inquiry** first notified, during that period, or the **Period of Insurance**. This is provided that any **Claim** or **Inquiry** notified during such **Discovery Period** arises from a **Wrongful Act, Company Wrongful Act or Employment Wrongful Act** occurring prior to the end of the **Period of Insurance**; or
- 1.21.2 Direct Financial Loss** which is first discovered before or during the Discovery Period, but only in respect of losses sustained prior to the expiry of the **Period of Insurance**.
- 1.22 Documents** means deeds, wills, agreements, maps, plans, records, computer records, electronic data, written or printed books, letters, certificates, written or printed documents or forms of any nature (excluding any bearer bonds, coupons, bank or currency notes or other negotiable instruments) which are the property of the **Insured** or for which the **Insured** is responsible.
- 1.23 Employee** means any person who is, was or becomes engaged as:
- 1.23.1** a person (whether full-time, part-time, casual, apprenticed or engaged for work experience) under a contract of employment with an **Insured** or **Plan**, or with a **New Subsidiary** whilst it is covered under this **Policy**; or
- 1.23.2** a seconded student or seconded volunteer working under the direct control and supervision of an **Insured**.
- Other than in relation to [1.23.2](#) above, **Employee** does not include consultants, independent contractors, or other agents of an **Insured**, nor their respective employees (including the employees of labour-hire agencies).
- 1.24 Employment Claim** means any:
- 1.24.1** civil, arbitration or dispute resolution proceeding made, or communicated to or commenced against an **Insured** by or on behalf of any **Employee** alleging an **Employment Wrongful Act**; or
- 1.24.2** written demand for monetary relief or non-pecuniary relief; made, or communicated to or commenced against an **Insured** by or on behalf of any **Employee** alleging an **Employment Wrongful Act**; or
- 1.24.3 Inquiry** in relation to any actual or alleged **Employment Wrongful Act**.
- 1.25 Employment Related Benefits** includes but is not limited to:
- 1.25.1** non-monetary benefits including but not limited to the allocation of a company car, travel allowance, mobile or landline telephone, medical or life insurance expenses, education and training allowances, and equipment allowances; or
- 1.25.2** stock, shares, stock options, share options or any entitlement or right under any employee plan of any description; or
- 1.25.3** participation in any stock, share option or share option plan, or participation in any employee plan of any description; or
- 1.25.4** severance or redundancy payments or entitlements; or
- 1.25.5** any benefit, payment or entitlement of any kind in respect of paid or unpaid leave; or

- 1.25.6 bonus or incentive payments, or any entitlement or right under a bonus or incentive plan (which, for the avoidance of doubt, does not include any payments, entitlement or right under any commission scheme); or
- 1.25.7 payments or contributions in respect of any provident, benefit, superannuation, pension or retirement fund, or any other account, fund, scheme or plan intended to provide benefits, in whole or in part, at retirement or a particular age, or on the happening of a particular event; or
- 1.25.8 any amount the **Insured** pays or is ordered to pay pursuant to any determination or settlement in respect of an allegedly unfair contract, notwithstanding that it acted in accordance with the terms of the employment contract.
- 1.26 **Employment Wrongful Act** means any actual or alleged violation of employment laws or any other employment related obligation or matter including but not limited to any actual or alleged:
- 1.26.1 employment related:
- 1.26.1.1 sexual or other unlawful harassment (including bullying); or
- 1.26.1.2 unlawful discrimination; or
- 1.26.1.3 denial of natural justice; or
- 1.26.1.4 defamation; or
- 1.26.1.5 invasion of privacy; or
- 1.26.2 unlawful termination of employment; or
- 1.26.3 false or misleading advertising or representation involving terms or conditions of employment; or
- 1.26.4 failure to employ, promote or grant tenure; or
- 1.26.5 unfair deprivation of career opportunity; or
- 1.26.6 unfair discipline or evaluation of employment performance; or
- 1.26.7 failure to provide or adhere to adequate employment policies or procedures; or
- 1.26.8 violation of any federal, state or local statute or regulation governing employment practices; or
- 1.26.9 breach of employment contract, with respect to any natural person, who was, now is or becomes an **Employee** of the **Insured** including prospective employees.
- 1.27 **Endorsement** means any document which is described as an endorsement to this **Policy** and intends to vary it.
- 1.28 **Environmental Reporting Breach** means:
- 1.28.1 any actual or alleged misrepresentation or failure to provide written disclosure of information relating to climate change. Such written disclosure includes but is not limited to any mandatory **Greenhouse Gas Inventory** or similar document issued by the **Insured**; and
- 1.28.2 it does not include any actual or alleged act, error or omission allegedly committed in connection with the provision of professional services to a third party, including any actual or alleged breach of any contract for the provision of professional services and/or advice to such third party by an **Insured**.
- 1.29 **Excess** means the amount specified in the **Schedule** for the type of cover specified.
- 1.30 **Excluded Territory** means Afghanistan, Columbia, Cuba, Haiti, India, Iraq, Iran, Mexico, Nigeria, North Korea, North Sudan, Pakistan, Somalia, Syria or Venezuela.
- 1.31 **External Administrator** means any liquidator, receiver, receiver and manager, administrator, controller, or holder of similar office or position in any jurisdiction.
- 1.32 **External Crime** means an act or acts, committed by a person who is not an **Insured Person**, of **Computer or Network Crime, Counterfeiting, Forgery** or **Fraudulent Alteration**, which results in a **Direct Financial Loss**.
- 1.33 **Extortion** means a threat made solely and directly against the **Insured** by a person or group to:
- 1.33.1 commit a **Kidnapping** of, do bodily harm to, or wrongfully abduct or detain any **Insured Person**; or
- 1.33.2 damage or destroy any tangible property owned or leased by the **Insured**; or
- 1.33.3 damage or destroy any tangible property for which the **Insured** is legally liable and which is located on the **Premises**; or

1.33.4 to make known to persons outside the **Insured** that a product manufactured or distributed by the **Insured** has been contaminated or is the subject of a threat to contaminate it; or

1.33.5 disseminate, divulge or utilise any **Proprietary Information**, where that person or group is demanding payment in exchange for the mitigation or removal of such threat.

Where such threats are:

1.33.6 related by a common, committed, attempted or threatened act; or

1.33.7 made contemporaneously against the same **Insured** or about the same **Insured**, **Premises, Proprietary Information**, product or type of product; or

1.33.8 made by the same person or group, they shall be deemed to be a single **Extortion** commencing at the time of the first such threat.

1.34 Extradition Costs means the reasonable legal fees, costs and expenses incurred by or on behalf of an **Insured Person** with **Keystone's** prior written consent (which shall not be unreasonably withheld or delayed) to obtain legal advice or bring or defend proceedings including by way of judicial review of proceedings, for extradition in respect of a **Claim** covered under *Cover 1 – Management Liability* of this **Policy**. **Extradition Costs** also include:

1.34.1 reasonable fees incurred by or on behalf of the **Insured Person**, with **Keystone's** prior written consent (which will not be unreasonably withheld or delayed) of a counsellor or tax advisor in respect of an extradition proceeding covered under *Cover 1 – Management Liability* of this **Policy**; and

1.34.2 reasonable travel, accommodation and living-away-from-home expenses of the **Spouse** of an **Insured Person** in attending any hearing of such extradition proceeding against that **Insured Person**.

1.35 Extranet means a restricted-access group of inter-connected networks accessible via a gateway or portal.

1.36 Financial Impairment means the appointment by any governmental official, agency of court of any receiver, manager, liquidator (including a provisional liquidator), or similar official to take control of, supervise, manage or liquidate the **Company, Outside Entity or Not-for-Profit Entity**.

1.37 Forgery means the signing or endorsing or copying of the signature in the name of a genuine person by another person without authority and with the intent to deceive. Such signature must have been written on a cheque, a credit card, a credit card transaction slip or a bill of exchange, received or given by the **Insured** in consequence of which the **Insured** have acted or transferred funds or goods causing the **Insured** to sustain a loss. Forgery does not include a genuine signature applied without authority. A signature may be hand-written, mechanically, or electronically produced or reproduced.

1.38 Fraudulent Alteration means a material alteration to an instrument for a fraudulent purpose by a person other than the person who prepared the instrument.

1.39 Greenhouse Gases means those gases defined by applicable law as a greenhouse gas including but not limited to carbon dioxide (CO²), methane (CH⁴), nitrous oxide (N₂O), fluorinated gases and high global warming potential gases.

1.40 Greenhouse Gas Inventory means the accounting of the amount of **Greenhouse Gases** emitted into the atmosphere over a specific period by the **Insured**.

1.41 Hijacking means the unlawful detention, other than a **Kidnapping**, of an **Insured Person** by violence or threat of violence by a person or group, where such unlawful detention:

1.41.1 commences while that **Insured Person** is travelling in an aircraft, watercraft or motor vehicle and lasts for more than four (4) hours; or

1.41.2 commences while that **Insured Person** is travelling in an aircraft or watercraft and results in that **Insured Person** dying.

1.42 Identity Fraud Costs means any reasonable fees, costs and expenses incurred by the **Insured** in establishing that a fraudulent misrepresentation has occurred, where a third party first seeks to enforce an agreement against the **Insured** during the **Period of Insurance**.

1.43 Inquiry means an official investigation, examination, tribunal, inquiry or other official proceeding by any official body or institution empowered by law to investigate the conduct of the **Insured**

including but not limited to a coroner's court, Royal Commission, statutory regulatory body, tribunal or legally constituted industry or professional board but excluding any parliament or any committee of a parliament.

Inquiry does not include any routine regulatory supervision, inspection or compliance reviews, or any investigation which focuses on an industry rather than the **Company** or an **Insured Person**.

1.44 Instructions means an ordered set of coded information that, when executed by a **Computer System**, causes such **Computer System** to process **Data** or perform one or more operations.

1.45 Insured means:

1.45.1 for the purposes of *Cover 1 – Management Liability* any:

1.45.1.1 Company; or

1.45.1.2 New Subsidiary whilst it is covered under this **Policy**; or

1.45.1.3 Insured Person; or

1.45.2 for the purposes of *Cover 2 – Company Liability* and *Cover 3 – Company Employment Practices Liability* any:

1.45.2.1 Company; or

1.45.2.2 New Subsidiary whilst it is covered under this **Policy**; or

1.45.3 for the purposes of *Cover 4 - Crime*, any:

1.45.3.1 Company; or

1.45.3.2 New Subsidiary whilst it is covered under this **Policy**; or

1.45.4 for the purposes of *Cover 5 – Superannuation Trustees Liability*, any:

1.45.4.1 Company; or

1.45.4.2 New Subsidiary whilst it is covered under this **Policy**; or

1.45.4.3 Plan; or

1.45.4.4 Superannuation Trustee; or

1.45.5 with respect to any natural person **Insured Person** or **Superannuation Trustee**, any:

1.45.5.1 Spouse of such **Insured Person** or **Superannuation Trustee** solely because of:

1.45.5.1.1 their status as such; or

1.45.5.1.2 such **Spouse's** ownership interest in property which the claimant seeks to recover in relation to **Claims** made against such **Insured Person**, heir, executor, administrator or legal representative of such **Insured Person** or **Superannuation Trustee** in the event of the death or incapacity of the **Insured Person** or **Superannuation Trustee**.

1.46 Insured Person means any natural person who was, now is or during the **Period of Insurance** becomes a **Manager** or **Employee** of:

1.46.1 the **Company**; or

1.46.2 any **New Subsidiary** whilst it is covered under this **Policy**,

but only whilst acting in that capacity. **Insured Person** includes any person who is or was a member of any fund raising or ethics committee of the **Insured**, but only in respect of **Claims** or **Loss** arising from such committee activities sanctioned by and undertaken on behalf of the **Insured** and in connection with the **Company**.

Insured Person for the purposes of **Kidnap and Extortion Peril** also means any natural person who at the time of the **Kidnapping**, **Hijacking**, **Wrongful Detention**, **Extortion**, **Cyber Extortion** or **Political Threat** is:

1.46.3 a **Relative**; or

1.46.4 physically at the home of an **Insured Person** as a person employed in that **Insured Person's** household; or

1.46.5 physically at the home of an **Insured Person** as a guest or residing there with the consent of that **Insured Person**; or

1.46.6 physically on the **Premises** of an **Insured** as a guest or customer; or

1.46.7 travelling in an aircraft, watercraft or motor vehicle with an **Insured Person** and as a customer or guest of an **Insured**; or

1.46.8 temporarily retained by the **Insured** to deliver money or property as ransom.

1.47 Internal Crime means an act or acts of fraud or dishonesty committed by an **Insured Person** acting alone or in collusion with others, which results in an actual personal gain for the **Insured Person** (other than salary, commission, fees, bonus, promotion, award, profit sharing, pension or any other employment benefit), and which such **Insured Person** knows will cause the

Company to suffer **Direct Financial Loss**. For the avoidance of doubt, recklessness or inadvertence do not constitute knowledge.

- 1.48 Internet** means a network of interconnected electronic networks that enables any computer connected to the network to communicate with any other computer connected to the network, using internationally recognised standards and protocols.
- 1.49 Internet Liability Breach** means the actual or alleged disparagement, defamation of or harm to the reputation or character of any natural person or organisation, by an **Insured Person** directly resulting from:
- 1.49.1** communications which utilise the **Internet**; or
 - 1.49.2** media services utilising the **Internet**, via an electronic network owned and controlled by the **Insured**.
- Internet Liability Breach** does not include:
- 1.49.3** any actual or alleged infringement of intellectual property rights of any third party;
 - 1.49.4** any failure by omission of the **Insured** to remove any statement or publications from any **Internet, Intranet** or **Extranet** site following a complaint or notice in relation to such a statement or publication from any third party; or
 - 1.49.5** any statement or publication by an **Insured Person** or third party made to or contained on any **Open Site** or **Moderated Site**.
- 1.50 Intranet** means an electronic network owned and controlled by the **Insured** which contains information about the business of the **Insured** and is only accessible to designated individuals including **Employees** of the **Insured** and not to the general public.
- 1.51 Keystone** means Keystone Underwriting Pty Ltd ABN 78 601 944 763 as Corporate Authorised Representative (No. 000468712) of Keystone Underwriting Australia Pty Ltd ABN 59 634 715 674 AFSL 518224 which is acting on behalf of **Underwriters**.
- 1.52 Kidnap and Extortion Loss** means:
- 1.52.1** the reasonable cost of any of the following incurred in connection with a **Kidnapping, Hijacking, Wrongful Detention, Extortion, Cyber Extortion, or Political Threat** (but excluding the cost of **1.52.1.5, 1.52.1.6** and **1.52.1.7** below where incurred solely in connection with **Cyber Extortion**):
 - 1.52.1.1** a negotiator or consultant who is independent of the **Insured**; or
 - 1.52.1.2** a public relations consultant who is independent of the **Insured**; or
 - 1.52.1.3** travel and accommodation of an **Insured Person**; or
 - 1.52.1.4** legal advice (but not advice or representation for defending against a claim) from a person who is independent of the **Insured**; or
 - 1.52.1.5** security guard services for up to fifteen (15) days from a person who is independent of the **Insured** (provided that, with respect to such services incurred in connection with any **Political Threat**, the **Company** shall bear uninsured and at its own risk 25% of the cost of such services, and **Keystone** shall only be liable for the remaining 75% of the cost of such services); or
 - 1.52.1.6** advertising, communications and recording equipment; or
 - 1.52.1.7** a forensic analyst who is independent of the **Insured**; or
 - 1.52.1.8** assessment of the **Extortion** or **Political Threat** by a security consultant who is independent of the **Insured**; or
 - 1.52.1.9** assessment of the **Cyber Extortion** by a computer network security consultant who is independent of the **Insured**; or
 - 1.52.1.10** interest on a loan taken out by the **Insured** to obtain money or property to be surrendered as ransom because of the **Kidnapping** or **Extortion** or **Cyber Extortion**; or
 - 1.52.1.11** a reward paid by the **Insured** to a natural person who provides information not otherwise available leading to the arrest and conviction of any person responsible for the **Kidnapping, Hijacking, Wrongful Detention** or **Extortion** or **Cyber Extortion**; or
 - 1.52.1.12** the salary, wages, bonuses, commissions, health benefits, welfare benefits and pension benefits which the **Insured** continues to pay an **Insured Person** from the time the **Kidnapping, Hijacking** or **Wrongful Detention** of that **Insured Person** starts until expiry of thirty (30) days after that **Insured** is released or dies or, if earlier, expiry of sixty (60) months after the **Kidnapping, Hijacking** or **Wrongful Detention** began (but only to the

- same extent that that **Insured Person** was entitled to at the start of the **Kidnapping, Hijacking or Wrongful Detention**); or
- 1.52.1.13** the salary, wages, bonuses, commissions, health benefits, welfare payments and pension benefits which the **Insured** pays a newly hired natural person to do the work of an **Insured Person** following the **Kidnapping, Hijacking or Wrongful Detention** of that **Insured Person** from the time the **Kidnapping, Hijacking or Wrongful Detention** starts until expiry of thirty (30) days after that **Insured Person** is released or dies or, if earlier, expiry of sixty (60) months after the **Kidnapping, Hijacking or Wrongful Detention** began (but only to the extent of the rate of salary that that **Insured** was entitled to at the start of the **Kidnapping, Hijacking or Wrongful Detention**); or
- 1.52.1.14** pecuniary loss which an **Insured Person** sustains as the result of that **Insured Persons** inability to attend to personal financial matters solely because of the **Kidnapping, Hijacking or Wrongful Detention** of that **Insured Person**; or
- 1.52.1.15** medical, cosmetic, psychiatric or dental treatment of an **Insured Person** necessitated by the **Kidnapping, Hijacking or Wrongful Detention** of that **Insured Person**; or
- 1.52.1.16** up to thirty (30) days' rest and rehabilitation, including meals and recreation, taken within twelve (12) months following an **Insured Person's** release; and/or
- 1.52.2** other reasonable expenses (but not ransom or any other payment to any person whose conduct has caused a **Kidnap and Extortion Loss**) incurred by the **Insured** with **Keystone's** prior written consent.
- 1.53 Kidnap and Extortion Peril** means a **Kidnapping** or a **Hijacking** or a **Wrongful Detention** or an **Extortion** or a **Cyber Extortion** or a **Political Threat**.
- 1.54 Kidnapping** means a wrongful abduction and detention of an **Insured Person**, against his/her will by a person or group demanding payment by an **Insured** in exchange for the release of that **Insured Person**.
- 1.55 Known Circumstance** means any act, error or omission, fact, matter or circumstance, event or occurrence, known or received by the **Insured** prior to the **Period of Insurance**:
- 1.55.1** which the **Insured** knew; or
- 1.55.2** which a reasonable person in the **Insured's** position ought to or would have known or been aware, might give rise to a **Claim** and/or an **Inquiry** or an allegation or a liability that is or may be the subject of a **Claim** and/or an **Inquiry**.
- 1.56 Limit of Liability** means the amount specified in the **Schedule** as applying to the particular Cover of this **Policy**.
- 1.57 Loss** means:
- 1.57.1** for the purpose of *Cover 2 – Company Liability* and *Cover 3 – Company Employment Practices Liability*:
- 1.57.1.1** any amount which an **Insured** becomes legally liable to pay for:
- 1.57.1.1.1** damages (including interest) and costs awarded against an **Insured**; or
- 1.57.1.1.2** settlements; or
- 1.57.1.1.3** **Costs and Expenses**; or
- 1.57.1.1.4** **Public Relations Expenses**; or
- 1.57.1.2** any amount which an **Insured** pays pursuant to an award or finding made by a dispute resolution body; or
- 1.57.2** for the purposes of *Cover 1 – Management Liability*:
- 1.57.2.1** any amount which an **Insured** becomes legally liable to pay for:
- 1.57.2.1.1** damages (including interest) and costs awarded against an **Insured**; or
- 1.57.2.1.2** aggravated, punitive, multiple or exemplary damages; or
- 1.57.2.1.3** settlements; or
- 1.57.2.1.4** **Costs and Expenses**; or
- 1.57.2.1.5** **Statutory Liability**; or
- 1.57.2.1.6** **Public Relations Expenses**; or
- 1.57.2.1.7** **Extradition Costs**; or
- 1.57.2.1.8** **Bail Bond and Civil Bond Premium**;
- 1.57.2.2** any amount which an **Insured** pays pursuant to an award or finding made by a dispute resolution body;

- 1.57.3** for the purpose of *Cover 5 – Superannuation Trustees Liability*, any amount which the **Insured** becomes legally liable to pay for:
- 1.57.3.1** damages (including interest) and costs awarded against an **Insured**; or
 - 1.57.3.2** settlements; or
 - 1.57.3.3** **Costs and Expenses**; or
 - 1.57.3.4** **Statutory Liability**; or
 - 1.57.3.5** **Public Relations Expenses**; or
 - 1.57.3.6** aggravated, punitive, multiple or exemplary damages.
- Loss** does not include:
- 1.57.4** for the purposes of *Cover 2 – Company Liability* and *Cover 3 – Company Employment Practices Liability*:
- 1.57.4.1** **Costs and Expenses** of complying with any order for non-pecuniary relief; or
 - 1.57.4.2** aggravated, punitive, multiple or exemplary damages awarded outside Australia or New Zealand; or
 - 1.57.4.3** taxes, duties, fines or penalties other than civil penalty orders of a compensatory nature or as provided for in Extension *6.18 Statutory Liability – Company Liability*; or
 - 1.57.4.4** amounts which are uninsurable at law.
- 1.57.5** for the purposes of *Cover 1 – Management Liability* and *Cover 5 – Superannuation Trustees Liability*:
- 1.57.5.1** wages, salaries or other remuneration of any **Manager** or **Superannuation Trustee**; or
 - 1.57.5.2** any **Employment Related Benefits**; or
 - 1.57.5.3** fines or penalties other than **Statutory Liability** or a compensation order by a court provided **Keystone** are not legally prohibited from paying the **Statutory Liability**; or
 - 1.57.5.4** the multiplied portion of multiple damages awarded outside Australia or New Zealand; or
 - 1.57.5.5** taxes other than those covered by Extension *3.23* and *3.24 Tax Liability*; or
 - 1.57.5.6** any amounts which are uninsurable at law.
- 1.58** **Manager** means any person who was, now is or during the **Period of Insurance** becomes:
- 1.58.1** a director, principal, partner, officer or committee member of an **Insured**; or
 - 1.58.2** an **Employee** of an **Insured**:
 - 1.58.2.1** who is concerned in or takes part in the management of an **Insured**; or
 - 1.58.2.2** with respect to an **Employment Claim**; or
 - 1.58.2.3** named as a co-defendant with an **Insured Person** of an **Insured** in a **Claim** for a **Wrongful Act** in which that **Employee** is alleged to have been involved; or
 - 1.58.2.4** where such **Employee** is involved in an **Inquiry**.
- Manager** does not include any **External Administrator**.
- 1.59** **Maximum Aggregate Limit of Liability Per Cover** means the amount specified in the **Schedule** as applying to the particular Cover of this **Policy**.
- 1.60** **Moderated Site** means any **Internet**, **Intranet** or **Extranet** site where content is checked for compliance with pre-set content standards before or as soon as reasonably practicable after it is published.
- 1.61** **New Subsidiary** means a subsidiary, as defined in the *Corporations Act 2001*, of the **Company** which is acquired by the **Company** during the **Period of Insurance**.
- 1.62** **Non-Indemnifiable Loss** means **Loss** where an **Insured** is unable to indemnify an **Insured Person** due to:
- 1.62.1** legal prohibition; or
 - 1.62.2** a prohibition in the Articles of Association, charter, bylaws, contract or similar documents of such **Company**; or
 - 1.62.3** insolvency under the *Corporations Act 2001 (Cth)* or the equivalent law in any foreign jurisdiction.
- 1.63** **Not-for-Profit Entity** means a registered charity or a trade association or other non-profit organisation in Australia or the equivalent in any foreign jurisdiction which is not a **Subsidiary** of any **Insured**.

- 1.64 Open Site** means any **Internet, Intranet** or **Extranet** site on which content can be published by any party without registration.
- 1.65 Outside Entity** means any entity that is not a **Subsidiary**. It does not include any entity:
- 1.65.1** which is a financial or credit institution, bank, clearing house, undertaking for the investment of securities, investment firm or adviser or manager, investment or mutual fund, private equity or venture capital company, stock brokerage firm, insurance company or similar entity; or
- 1.65.2** which has any securities in the United States of America or its territories or possessions; unless listed by **Endorsement** to this **Policy**.
- 1.66 Plan** means any:
- 1.66.1** past or current employee benefit or welfare benefit plan, including any benefit or welfare benefit plan which is:
- 1.66.1.1** created or acquired by a **Company** during the **Period of Insurance**; or
- 1.66.1.2** merged, transferred or terminated prior to or during the **Period of Insurance**; or
- 1.66.2** past or current superannuation plan established, administered or sponsored by the **Company** for the sole benefit of its **Employees**.
- 1.67 Period of Insurance** means the period specified in the **Schedule**, unless terminated earlier.
- 1.68 Phishing** means the fraudulent use of electronic communications or websites to impersonate the **Insured**, its products or services to solicit personal, confidential or commercial information about customers or clients of the **Insured**.
- 1.69 Policy** means the **Schedule**, the terms of this document and any **Endorsement**.
- 1.70 Political Threat** means a politically motivated threat made solely and directly against the **Insured** to do bodily harm to an **Insured**, by a person or group:
- 1.70.1** acting as agent of, or with tacit approval of, any government or governmental entity; or
- 1.70.2** acting, or purporting to act, on behalf of any political terrorist or insurgent company.
- Where such threats are:
- 1.70.3** related by a common, committed, attempted or threatened act; or
- 1.70.4** made contemporaneously with regard to the same **Insured**; or
- 1.70.5** acting as agent of, or with tacit approval of, any government or governmental entity; or
- 1.70.6** made by the same person or group,
- shall be deemed to be a single **Political Threat** commencing at the time of the first such threat.
- 1.71 Pollutants** means any solid, liquid, gaseous, biological, radiological, nuclear, radioactive, or thermal irritant or contaminant whether occurring naturally or otherwise, including but not limited to fumes, acids, alkalis, smoke, vapour, soot, fibres, nuclear or radioactive material of any sort, chemicals, or waste materials.
- 1.72 Premises** means any building or adjacent facilities owned or occupied by the **Insured** and in which the **Insured** conducts its business.
- 1.73 Premium** means the amount specified in the **Schedule**.
- 1.74 Principal Insured** means the **Company** or if more than one company, the first entity listed as the 'Company' in the **Schedule**.
- 1.75 Proposal** means the written proposal or declaration made by the **Insured** to **Keystone** containing particulars and statements together with other information provided by the **Insured**.
- 1.76 Proprietary Information** means confidential information of the **Insured**, unique to its business, and which is protected by physical or electronic control or other reasonable efforts to prevent it being disclosed.
- 1.77 Prosecution Costs** means the reasonable legal and other professional fees, costs and expenses, incurred by an **Insured Person** with the prior written consent of **Keystone** (not to be unreasonably withheld or delayed) to bring legal proceedings to obtain the discharge or revocation of:
- 1.77.1** an order disqualifying an **Insured Person** from holding office as a company director; or
- 1.77.2** an interim or interlocutory order:

- 1.77.2.1 confiscating, controlling, suspending or freezing rights of ownership of real property or personal assets of such **Insured Person**; or
- 1.77.2.2 a charge over real property or personal assets of the **Insured Person**; or
- 1.77.3 an order imposing a restriction of the **Insured Person's** liberty; or
- 1.77.4 the deportation of an **Insured Person** following revocation of otherwise proper, current and valid immigration status for any reason other than the **Insured Person's** conviction for a crime.
- 1.78 **Public Relations Expenses** means the reasonable costs, charges, fees and expenses of a public relations firm or consultant engaged to prevent or limit the adverse effects of or negative publicity from a **Claim** or **Inquiry** which the **Insured** may engage with the prior written consent of **Keystone**.
- 1.79 **Relative** means a person who is, in relation to an **Insured Person**, a **Spouse**, sibling, ancestor, **Spouse's** ancestor, lineal descendant or lineal descendant's **Spouse**. Lineal descendants include adopted children, foster children and stepchildren. Ancestors include adoptive parents and stepparents.
- 1.80 **Retroactive Date** means the date specified in the **Schedule**.
- 1.81 **Responsible Person** means any **Manager** other than any person who has committed any act of fraud or dishonesty.
- 1.82 **Schedule** means the current schedule issued by **Keystone** to the **Insured**.
- 1.83 **Social Engineering Fraud** means impersonation by any means of an **Insured Person**, client or customer of the **Insured** or a party with which the **Insured** has a **Contract**, by a **Third Party** to manipulate an **Insured Person** to issue an instruction to a financial institution to debit, pay, deliver or transfer money or securities from an account maintained by the **Insured** to that **Third Party** or another person or entity.
- 1.84 **Spouse** means a lawful spouse, domestic partner (including without limitation same sex partner) or any person deriving similar status because of the common law or statute.
- 1.85 **Statutory Liability** means pecuniary penalties imposed in the jurisdiction of Australia and pursuant to the laws of Australia.
- 1.86 **Subsidiary** means a subsidiary, as defined in the *Corporations Act 2001*, of the **Company**, which:
- 1.86.1 was a subsidiary at the commencement date of the **Period of Insurance**;
- 1.86.2 is created by the **Company** during the **Period of Insurance**; or
- 1.86.3 is a former subsidiary of the **Insured**, only in respect of liability arising out of any act, error or omission occurring prior to the date such subsidiary ceased to be a subsidiary of the **Company**.
- 1.87 **Superannuation Trustee** means:
- 1.87.1 any natural person who was, now is or during the **Period of Insurance** becomes:
- 1.87.1.1 a superannuation trustee, committee member, administrator or constructive trustee of a **Plan**; or
- 1.87.1.2 an **Insured Person** of a **Company**, **Plan** or corporate superannuation trustee company established to act as a superannuation trustee of a **Plan**, but not an external auditor or insolvency officeholder; or
- 1.87.2 any corporate superannuation trustee company established to act as a superannuation trustee or administrator of a **Plan**.
- 1.88 **Taxation Audit Costs** means the reasonable fees, costs and expenses of a qualified accountant or registered tax agent (other than remuneration payable to any **Insured Person**) incurred by the **Insured**, with **Keystone's** prior written consent, arising from a **Taxation Audit Notice** issued to the **Insured**.
- 1.89 **Taxation Audit Notice** means a notice received by the **Insured** from the Australian Taxation Office or any other Australian (Commonwealth, State or Territory) government Authority which has the statutory responsibility to conduct such an investigation or examination in relation to a **Tax Return**.

- 1.90 Tax Return** means any documentation legally required to be lodged by the **Insured** with the Australian Taxation office or any other Australian (Federal, State or Territory) government Authority or agency in respect of taxation, duties, levies or other imposts.
- 1.91 Terrorism** means 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, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.
- 1.92 Tested** means:
- 1.92.1** a method of authenticating:
- 1.92.1.1** the identity of the originator of an instruction, message, information or payment; and
- 1.92.1.2** the contents of an instruction, message, information or payment; and
- 1.92.1.3** that the contents of an instruction, message, information or payment have not been altered or modified during transmission,
- including the use of digital signatures, public key cryptography, asymmetric cryptography, a Personal Identification Number (PIN), or other similar technologies or encryption methods; and
- 1.92.2** the use of a call back to an authorised person, other than the individual initiating the communication, to authenticate the contents of a communication where such communication is a voice communication made over the telephone or by Voice over Internet Protocol (VoIP), or other forms of Internet Protocol or broadband telephony; and
- 1.92.3** in relation to communications with private customers or clients, the use of pre-agreed security information.
- 1.93 Theft** means the unlawful taking of the **Insured's** money, securities or property, by a person who is not an **Insured Person**, occurring:
- 1.93.1** within the **Premises**;
- 1.93.2** within the interior of any banking premises or similar recognised place of safe deposit;
- 1.93.3** while in transit and in the care, custody and control of an **Insured** following the actual or threatened use of force or violence; or
- 1.93.4** while in the care, custody and control of any security company or armoured motor vehicle company, which has been authorised by the **Insured** to retain such care, custody and control, and provided that **Keystone** shall only be liable for any amount in excess of any other valid and collectible insurance or indemnity, contractual or otherwise, available to the security company or armoured motor vehicle company.
- Theft** also includes:
- 1.93.5 Cyber Fraud** or **Social Engineering Fraud** provided such loss is not recoverable from any financial institution or any other source; or
- 1.93.6 Phishing.**
- In relation to **Cyber Fraud** or **Social Engineering Fraud**, it is a condition that the **Insured** is able to demonstrate to **Keystone** that any instructions received by the **Insured** were **Tested** prior to being actioned.
- 1.94 Third Party** means a natural person other than a director, officer or **Employee**.
- 1.95 Third Party Claim** means any:
- 1.95.1** civil, arbitration or dispute resolution proceeding; or
- 1.95.2** written demand for monetary relief or non-pecuniary relief; alleging harassment or discrimination and made or commenced against an **Insured** by or on behalf of any natural person third party who is not a past, present or prospective **Insured Person**.
- 1.96 Transaction** means any one of the following events:
- 1.96.1** the **Principal Insured** merges with or consolidates into any other entity; or
- 1.96.2** the **Principal Insured** sells all or more than 90% of its assets to any person or entity or persons or entities acting in concert; or
- 1.96.3** any person or entity or persons or entities acting in concert to acquire more than 50% of the issued share capital of the **Principal Insured**; or
- 1.96.4** any person or entity or persons or entities acting in concert to acquire control of the appointment of most directors of the **Principal Insured**.
- 1.97 Underwriters** means certain Underwriters at Lloyd's participating in this contract of insurance.

- 1.98 Wrongful Act** means:
- 1.98.1** for the purposes of *Cover 1 – Management Liability*, any matter claimed against an **Insured Person** solely because of his or her capacity as an **Insured Person** or any actual or alleged act, error or omission committed or attempted by any **Insured Person** in his or her capacity as such; or
 - 1.98.2** for the purposes of *Cover 2 – Company Liability*, a **Company Wrongful Act**; or
 - 1.98.3** for the purposes of *Cover 3 – Company Employment Liability*, an **Employment Wrongful Act**; or
 - 1.98.4** for the purposes of *Cover 5 – Superannuation Trustees Liability*:
 - 1.98.4.1** any matter claimed against a **Superannuation Trustee** solely because of his or her capacity as a **Superannuation Trustee** or any actual or alleged act, error or omission committed or attempted by a **Superannuation Trustee** in his or her capacity as such; or
 - 1.98.4.2** any actual or alleged act, error or omission committed or attempted by any **Company** or **Plan** in relation to the operation or management of the **Plan**.
- 1.99 Wrongful Detention** means the wrongful detention, other than a **Kidnapping** or **Hijacking**, of an **Insured Person** against their will by a person or group for a period of at least six (6) hours.

Cover 1 – Management Liability

2. Management Liability Insuring Clause

- 2.1** **Keystone** will pay to or on behalf of each **Insured Person** any **Loss** for which the **Insured Person** is not indemnified by the **Company**, and which arises from a **Claim** first made or commenced against that **Insured Person** and notified to **Keystone** during the **Period of Insurance** or any applicable **Discovery Period**.
- 2.2** **Keystone** will pay to or on behalf of any **Company**, any **Loss** for which the **Company** indemnifies any **Insured Person** as permitted or required by law, and which arises from a **Claim** first made or commenced against that **Insured Person** and notified to **Keystone** during the **Period of Insurance** or any applicable **Discovery Period**.

3. Management Liability Extensions

The Extensions apply only to *Cover 1 - Management Liability* and are all subject to the terms and conditions of this **Policy** unless expressly stated otherwise. The **Excess** and the **Limit of Liability** (including any sub-limits) specified in the **Schedule** apply to the Extensions and the Extensions do not increase the **Limit of Liability**.

Additional Excess Limit for Non-Indemnifiable Loss

- 3.1** **Keystone** will pay to or on behalf of each director or a non-executive director of any **Company** or **Subsidiary**, subject to the Aggregate Excess Limit specified in the **Schedule**, **Non-Indemnifiable Loss** up to the Individual Additional Excess Limit specified in the **Schedule**, provided that the following are exhausted first:
 - 3.1.1** the **Limit of Liability**; and
 - 3.1.2** any other valid and collectible insurance policy which covers any part of that **Loss**; and
 - 3.1.3** all other indemnification available to any director of the **Company** or **Subsidiary**.
- 3.2** The Individual Additional Excess Limit specified in the **Schedule** is part of and not in addition to the Aggregate Excess Limit specified in the **Schedule**.
- 3.3** The Aggregate Excess Limit specified in the **Schedule** is **Keystone's** maximum aggregate liability for all **Loss** under this Extension for all directors irrespective of the number of **Claims** under *Cover 1 - Management Liability*, the amount claimed, or the number of directors who claim. The Aggregate Excess Limit specified in the **Schedule** is in addition to, and not part of, the **Limit of Liability**.

Civil or Bail Bond Expenses

- 3.4** **Keystone** will pay to or on behalf of the **Insured Person** or the **Company** (where it has indemnified the **Insured Person**), **Bail Bond and Civil Bond Premium** incurred in respect of a **Claim** including, but not limited to, an extradition proceeding.

- 3.5 **Keystone's** total liability under this Extension will not exceed the amount indicated in the **Schedule** during the **Period of Insurance** and all payments will be part of and not in addition to the **Limit of Liability**.

Cyber Act or Cyber Incident

- 3.6 **Keystone** will pay to or on behalf of the **Insured Person** or the **Company** (where it has indemnified the **Insured Person**) any **Loss** resulting from a **Claim** or **Inquiry** against an **Insured Person** as a direct result of a **Cyber Act** or **Cyber Incident**.

Deprivation of Assets Expenses

- 3.7 **Keystone** will pay to or on behalf of the **Insured Person** or the **Company** (where it has indemnified the **Insured Person**), **Deprivation of Assets Expenses** arising from a **Claim** or **Inquiry**.

- 3.8 **Keystone's** total liability under this Extension will not exceed the amount indicated in the **Schedule** during the **Period of Insurance** and all payments will be part of and not in addition to the **Limit of Liability**.

Environmental Reporting Breach

- 3.9 **Keystone** will pay to or on behalf of the **Insured Person** or the **Company** (where it has indemnified the **Insured Person**) any **Loss** in respect of any **Claim** or **Inquiry** first made during the **Period of Insurance** arising from an **Environmental Reporting Breach**.

Extradition Costs

- 3.10 **Keystone** will pay to or on behalf of the **Insured Person** or the **Company** (where it has indemnified the **Insured Person**) **Loss** in relation to **Extradition Costs**.

Internet Liability Breach

- 3.11 **Keystone** will pay to or on behalf of the **Insured Person** or the **Company** (where it has indemnified the **Insured Person**) any **Loss** in respect of any **Claim** or **Inquiry** first made during the **Period of Insurance** arising from an **Internet Liability Breach**.

Inquiries

- 3.12 **Keystone** will pay to or on behalf of the **Insured Person** or the **Company** (where it has indemnified the **Insured Person**), **Costs and Expenses** arising from any **Inquiry** which:

3.12.1 is first notified to the **Insured Person** by an official body or institution during the **Period of Insurance**, or any applicable **Discovery Period**; and

3.12.2 is notified to **Keystone** during the **Period of Insurance**, or any applicable **Discovery Period**.

- 3.13 **Keystone** will pay **Costs and Expenses** whether there has been any allegation of a **Company Wrongful Act**.

Outside Directorship

- 3.14 *Cover 1 - Management Liability* shall extend to include an **Insured Person** who at the specific request of the **Company** is a director, officer, trustee, governor or equivalent of any **Outside Entity** or **Not-For-Profit Entity** in their capacity as such.

- 3.15 Cover under this Extension shall be excess of any indemnification provided by the **Outside Entity** or **Not-For-Profit Entity** and any valid and collectible directors and officers liability insurance and/or management liability insurance in respect of the **Outside Entity** or **Not-For-Profit Entity**.

- 3.16 If the **Outside Entity** or **Not-For-Profit Entity** directors' and officers' liability insurance and/or management liability insurance is provided by **Keystone**, then the total aggregate **Limit of Liability** for all **Loss** covered by virtue of this Extension shall be reduced by the amount paid to any **Insured** under such policy.

Prosecution Costs

- 3.17 **Keystone** will pay to or on behalf of the **Insured Person** or the **Company** (where it has indemnified the **Insured Person**), **Prosecution Costs** arising from a **Claim** or **Inquiry**.

Privacy and Confidentiality

- 3.18 **Keystone** will pay to or on behalf of the **Insured Person** or the **Company** (where it has indemnified the **Insured Person**) any **Loss** resulting from a **Claim** or **Inquiry** against an **Insured Person** as a direct result of:

3.18.1 any invasion, infringement or interference with any right to privacy or of publicity, including any disclosure of **Data** which amounts to a breach of the relevant legislation;

3.18.2 any unauthorised disclosure or use of any **Confidential Information** in **Data** form or information in **Data** form which is subject to statutory restriction on its disclosure or use.

3.19 **Keystone's** total liability under this Extension will not exceed the amount indicated in the **Schedule** during the **Period of Insurance** and all payments will be part of and not in addition to the **Limit of Liability**.

Reinstatement of Cover 1 Limit of Liability

3.20 The **Limit of Liability** shall be automatically reinstated once (or as otherwise provided in the **Policy Schedule**) during the **Period of Insurance** or any applicable **Discovery Period** without additional premium if Cover 1 **Limit of Liability** is exhausted by **Loss** relating to one or more **Claims**, provided that:

3.20.1 the reinstatement will only apply to **Claims** made against the **Insured Person** and notified to **Keystone** during the **Period of Insurance** or **Discovery Period** which are unrelated to **Claims** previously notified to **Keystone**; and

3.20.2 such reinstatement shall only be made once or the number of times specified in the **Schedule** up to the **Maximum Aggregate Limit of Liability Per Cover**.

3.21 This Extension does not apply to any sub-limits of liability applicable to this **Policy**.

Retired Insured Persons

3.22 **Keystone** will grant (without payment of any additional premium) to any **Insured Person** who has retired from their position with any **Company**, an 84 month **Discovery Period** if *Cover 1 - Management Liability* is not renewed or replaced with similar cover at the expiry of the **Period of Insurance** with any other policy that covers similar risk exposures as this **Policy** or the Cover 1 of it, provided that:

3.22.1 such retirement occurs prior to the end of the **Period of Insurance**; and

3.22.2 any **Claim** notified during such **Discovery Period** is in respect of acts or omissions occurring prior to the retirement; and

3.22.3 any **Discovery Period** referred to in Extension 17.5 and 17.6 *Discovery Period*, with respect to such **Insured Person**, shall be part of and not in addition to the **Discovery Period** provided under this Extension.

3.23 No cover is provided to the **Company** under this Extension. This Extension is not available in the event that the **Company** ceases operations, merges with or is acquired by another entity or an administrator, receiver, provisional liquidator or liquidator is appointed to any **Company**, but only in relation to that entity.

Tax Liability

3.24 **Keystone** will pay to or on behalf of the **Insured Person**, **Loss** arising from the personal liability of the **Insured Person** for unpaid taxes of a **Company** where the **Company** has become insolvent, except to the extent that such liability arises from the wilful intent of the **Insured Person** to breach any statutory duty or legislation governing the payment of taxes.

3.25 **Keystone's** total liability under this Extension will not exceed the amount indicated in the **Schedule** during the **Period of Insurance** and all payments will be part of and not in addition to the **Limit of Liability**.

4. Management Liability Exclusions

The following Exclusions apply only to *Cover 1 - Management Liability* and any **Endorsements** relevant to this Cover (unless otherwise provided for, expressly or by implication, in the **Endorsement**).

Keystone will not provide coverage for any **Claim**, **Inquiry** or **Loss**:

Bodily Injury or Property Damage

4.1 for bodily injury, sickness, disease, death or emotional distress, or damage to or destruction, impairment or loss of the use of any property. This Exclusion does not apply to:

4.1.1 any **Employment Claim**; or

4.1.2 **Loss** in respect of any proceeding for a breach of, or **Inquiry** in relation to, an occupational health and safety law or regulation, including a law or regulation dealing with industrial or workplace manslaughter or industrial or workplace deaths; or

4.1.3 **Loss** in respect of any proceeding for defamation;

Consensual Claims

4.2 arising out of, based upon or attributable to or in any way connected with any **Claim** which is brought with the assistance, intervention, solicitation or active participation of the **Insured Person** against whom it is brought, unless the **Insured Person** is legally required to assist, intervene, solicit or participate in the **Claim**;

Cyber Publication Exclusion

4.3 arising out of, based upon or attributable to or in any way connected with:

4.3.1 any omission of the **Insured** to remove publications from any **Internet, Intranet** or **Extranet** following a complaint or notice in relation to the publication from any third party; or

4.3.2 any publication made to an **Open Site** by an **Insured Person** or third party;

Major Shareholder Exclusion

4.4 brought by or on behalf of any individual or entity that owns or controls (whether beneficially, directly or indirectly) 15% or more of the securities of the **Company** at the time of the **Wrongful Act**;

Professional Services

4.5 in connection with the provision of or failure to provide professional services to a third party. However, this Exclusion will not apply to any **Claim** to the extent that the **Claim** is for failure to supervise.

Cover 2 – Company Liability

5. Company Liability Insuring Clause

Keystone will pay to or on behalf of any **Company**, any **Loss** which arises from a **Claim** first made or commenced against that **Company** and notified to **Keystone** during the **Period of Insurance** or any applicable **Discovery Period**.

6. Company Liability Extensions

The Extensions apply only to *Cover 2 - Company Liability* and are all subject to the terms and conditions of this **Policy** unless expressly stated otherwise. The **Excess** and the **Limit of Liability** (including any sub-limits) specified in the **Schedule** apply to the Extensions and the Extensions do not increase the **Limit of Liability**.

Breach of Contract

6.1 **Keystone** will pay to or on behalf of a **Company**, **Costs and Expenses** arising from any **Claim** or **Inquiry** alleging a breach of express contract (written or oral) or agreement notwithstanding Exclusion *18.2 Assumed and Proportionate Liability*.

6.2 **Keystone's** total liability under this Extension will not exceed the amount indicated in the **Schedule** during the **Period of Insurance** and all payments will be part of and not in addition to the **Limit of Liability**.

Crisis Costs

6.3 **Keystone** will pay to or on behalf of any **Company**, **Crisis Costs** incurred by or on behalf of the **Company** in connection with a **Crisis** first arising during and notified to **Keystone** during the **Period of Insurance**, or applicable **Discovery Period**.

6.4 **Keystone's** total liability under this Extension will not exceed the amount indicated in the **Schedule** during the **Period of Insurance** and all payments will be part of and not in addition to the **Limit of Liability**.

Identity Fraud Costs

6.5 **Keystone** shall pay **Identity Fraud Costs** if any party other than a **Company** enters into any agreement with any third-party entity fraudulently representing themselves as a **Company**.

- 6.6 **Keystone's** total liability under this Extension will not exceed the amount indicated in the **Schedule** during the **Period of Insurance** and all payments will be part of and not in addition to the **Limit of Liability**.

Inquiries

- 6.7 **Keystone** will pay to or on behalf of the **Company**, **Costs and Expenses** arising from any **Inquiry** which:
- 6.7.1 is first notified to the **Company** by an official body or institution during the **Period of Insurance**, or any applicable **Discovery Period**; and
- 6.7.2 is notified to **Keystone** during the **Period of Insurance**, or any applicable **Discovery Period**.
- 6.8 **Keystone** will pay **Costs and Expenses** whether there has been any allegation of a **Company Wrongful Act**.
- 6.9 **Keystone's** total liability under this Extension will not exceed the amount indicated in the **Schedule** during the **Period of Insurance** and all payments will be part of and not in addition to the **Limit of Liability**.

Kidnap and Extortion

- 6.10 **Keystone** will pay to or on behalf of the **Company** any **Kidnap and Extortion Loss** resulting from a **Kidnapping, Hijacking, Wrongful Detention, Extortion, Cyber Extortion** or **Political Threat** during the **Period of Insurance**.
- 6.11 **Keystone's** total liability under this Extension will not exceed the amount indicated in the **Schedule** during the **Period of Insurance** and all payments will be part of and not in addition to the **Limit of Liability**.

Occupational Health and Safety Costs and Expenses

- 6.12 **Keystone** will pay to or on behalf of any **Company**, **Costs and Expenses** in respect of any proceeding for a breach of, or inquiry in relation to, an occupational health and safety law or regulation, including a law or regulation dealing with industrial or workplace manslaughter or industrial or workplace deaths, notwithstanding Company Liability Exclusion [7.1.3 Bodily Injury and Property Damage](#).
- 6.13 **Keystone's** total liability under this Extension will not exceed the amount indicated in the **Schedule** during the **Period of Insurance** and all payments will be part of and not in addition to the **Limit of Liability**.

Pollution Costs and Expenses

- 6.14 **Keystone** will pay to or on behalf of any **Company**, **Costs and Expenses** in respect of any proceeding under, or **Inquiry** in relation to, environmental law, notwithstanding Company Liability Exclusion [7.1.8 Pollution with Sudden and Accidental Writeback](#).
- 6.15 **Keystone's** total liability under this Extension will not exceed the amount indicated in the **Schedule** during the **Period of Insurance** and all payments will be part of and not in addition to the **Limit of Liability**.

Reinstatement of Cover 2 Limit of Liability

- 6.16 The **Limit of Liability** shall be automatically reinstated once (or as otherwise provided in the **Policy Schedule**) during the **Period of Insurance** or any applicable **Discovery Period** without additional premium if Cover 2 **Limit of Liability** is exhausted by **Loss** relating to one or more **Claims**, provided that:
- 6.16.1 the reinstatement will only apply to **Claims** made against the **Company** and notified to **Keystone** during the **Period of Insurance** or **Discovery Period** which are unrelated to **Claims** previously notified to **Keystone**; and
- 6.16.2 such reinstatement shall only be made once or the number of times specified in the **Schedule** up to the **Maximum Aggregate Limit of Liability Per Cover**.
- 6.17 This Extension does not apply to any sub-limits of liability applicable to this **Policy**.

Statutory Liability – Company Liability

- 6.18 **Keystone** will pay to or on behalf of the **Company**, **Costs and Expenses** and will also indemnify the **Company** for **Statutory Liability** resulting from the conduct of the **Insured's Services** notwithstanding Company Liability Exclusion [7.1.3 Bodily Injury and Property Damage](#) and

Company Liability Exclusion *7.1.4 Employment Practices Liability* and Company Liability Exclusion *7.1.8 Pollution with Sudden and Accidental Writeback* and Exclusion *18.13 Statutory Liability*, but only if **Keystone** are not legally prohibited from paying the **Statutory Liability** as follows:

6.18.1 for any civil offence; or

6.18.2 for a strict liability offence in connection with the discharge, dispersal, release or escape of **Pollutants**; or

6.18.3 for a strict liability offence in connection with a breach of workplace health and safety law or regulation.

6.19 **Keystone** is not liable to make payment under this **Policy** in connection with any **Statutory Liability** directly or indirectly based on, arising out of or attributable to the reckless or grossly negligent conduct, or any knowing or intentional breach or violation of law, by the **Insured** which is established through a judgment or other final adjudication adverse to the **Insured**, or any admission by an **Insured**, that such conduct did in fact occur.

6.20 **Keystone's** total liability under this Extension will not exceed the amount indicated in the **Schedule** during the **Period of Insurance** and all payments under this Extension will be part of and not in addition to the **Limit of Liability**.

Taxation Audit Costs

6.21 **Keystone** will pay to or on behalf of the **Company**, **Taxation Audit Costs** arising from a **Tax Audit Notice** first received by the **Company** and notified to **Keystone** during the **Period of Insurance**.

6.22 **Keystone's** total liability under this Extension will not exceed the amount indicated in the **Schedule** during the **Period of Insurance** and all payments will be part of and not in addition to the **Limit of Liability**.

7. Company Liability Exclusions

The following Exclusions apply only to *Cover 2 - Company Liability* and any **Endorsements** relevant to this Cover (unless otherwise provided for, expressly or by implication, in the **Endorsement**).

7.1 **Keystone** will not provide coverage for any **Claim, Inquiry** or **Loss**:

Anti-Competitive Practices

7.1.1 for or arising out of, based upon or attributable to any breach of any law or regulation restricting anticompetitive business practices;

Benefits

7.1.2 for or arising out of, based upon or attributable to any law or obligation pursuant to any workers' compensation, disability benefits, redundancy or unemployment benefits or compensation, unemployment insurance, retirement benefits, social security benefits, superannuation benefits or any similar law or obligation;

Bodily Injury and Property Damage

7.1.3 for bodily injury, sickness, disease, death or emotional distress, or damage to or destruction, impairment or loss of the use of any property;

Employment Practices Liability

7.1.4 for or arising out of, based upon or attributable to an **Employment Wrongful Act**;

Insured v Insured

7.1.5 made or commenced by or on behalf of any other **Insured**. This Exclusion does not apply to:

7.1.5.1 any **Claim** for contribution or indemnity which, if it were a **Claim** made against the first named **Insured** by an unrelated third party, would be covered by *Cover 2 – Company Liability*;

7.1.5.2 Costs and Expenses;

Intellectual Property Rights

7.1.6 for or arising out of, based upon or attributable to any breach of intellectual property rights or trade secrets;

Major Shareholder Exclusion

7.1.7 brought by or on behalf of any individual or entity that owns or controls (whether beneficially, directly or indirectly) 15% or more of the securities of the **Company** at the time of the **Wrongful Act**;

Pollution with Sudden and Accidental Write Back

7.1.8 directly or indirectly caused by, contributed to by, or in connection with or arising from the actual, alleged or threatened discharge, release, or escape of **Pollutants**, however this Exclusion does not apply if such discharge, release or escape of **Pollutants** is sudden and accidental;

Products Liability Exclusion

7.1.9 directly or indirectly caused by, contributed to by, or in connection with or arising from or attributable to any goods manufactured, distributed, supplied, installed, treated, assembled or processed by or on behalf of the **Company**;

Professional Services

7.1.10 in connection with the provision of or failure to provide professional services;

Taxation Audit Costs

7.1.11 for **Taxation Audit Costs** which:

7.1.11.1 are incurred after the completion of the audit or investigation; or

7.1.11.2 arise out of or relate to any improper, unwarranted or unjustified delay, refusal or failure to comply with any request made by or on behalf of the Australian Taxation Office or any other Australian (Commonwealth, State or Territory) government Authority which has the statutory responsibility to conduct such an investigation or examination in relation to a **Tax Return** for the production of documents or the furnishing of information; or

7.1.11.3 relate to matters arising under customs legislation; or

7.1.11.4 arise out of or relate to any audit or investigation conducted or related to income derived outside of Australia and/or New Zealand; or

7.1.11.5 an audit of a return of income that has not been prepared or reviewed by an accountant or registered tax agent; or

7.1.11.6 any audit, where notice or information as to their likely conduct was received by the **Insured** prior to the **Period of Insurance**. Receipt of such communication will have occurred when the Australian Taxation Office or any other Australian (Commonwealth, State or Territory) government Authority which has the statutory responsibility to conduct such an investigation or examination in relation to a **Tax Return** makes communication with the **Insured** or any other person acting on its behalf; or

7.1.11.7 enquires from the Australian Taxation Office or any other Australian (Commonwealth, State or Territory) government Authority which are not related to an identified intention to conduct an audit of a return or likely audit of a return, of the **Insured** or likely future audit of the **Insured**.

Trading Debts

7.1.12 for or arising out of, based upon or attributable to any trading debt or business debt incurred by the **Company** or any guarantee given for a debt.

7.2 **Keystone** will not provide coverage for any **Kidnap and Extortion Loss** or for any other payment based on, arising from or attributable to:

Collusion Exclusion

7.2.1 an **Insured Person** suspected or believed by the **Company** to be the subject of a **Kidnapping, Hijacking, Wrongful Detention, Extortion, Cyber Extortion** or **Political Threat** having acted fraudulently, whether alone or in collusion with others;

Excluded Territory

7.2.2 **Kidnapping, Hijacking, Wrongful Detention, Extortion, Cyber Extortion** or **Political Threat** which incurred in any **Excluded Territory**;

Fraud / Conduct Exclusion

7.2.3 **Kidnapping, Hijacking, Wrongful Detention, Extortion, Cyber Extortion** or **Political Threat** which involves any fraudulent, dishonest or criminal act of an **Insured Person** or where the **Kidnap and Extortion Loss** involves any fraudulent, dishonest or criminal act of an **Insured Person**;

Government Exclusion

7.2.4 any actual or alleged violation by an **Insured** of the law of the country:

7.2.4.1 where the **Wrongful Detention** takes place; or

7.2.4.2 where the **Political Threat** is made; or

7.2.5 the failure of an **Insured** to procure or maintain proper immigration, work, residence or similar visas, permits or other documentation;

Loss of Income Exclusion

7.2.6 loss of income not realised as the result of a **Kidnapping, Hijacking, Wrongful Detention, Extortion, Cyber Extortion, or Political Threat**.

Cover 3 – Company Employment Practices Liability

8. Company Employment Practices Liability Insuring Clause

Keystone will pay to or on behalf of any **Company**, any **Loss** arising from an **Employment Claim** first made or commenced against the **Company** and notified to **Keystone** during the **Period of Insurance**, or any applicable **Discovery Period**.

9. Company Employment Practices Liability Extensions

The Extensions apply only to *Cover 3 - Company Employment Practices Liability* and are all subject to the terms and conditions of this **Policy** unless expressly stated otherwise. The **Excess** and the **Limit of Liability** (including any sub-limits) specified in the **Schedule** apply to the Extensions and the Extensions do not increase the **Limit of Liability**.

Inquiries

9.1 **Keystone** will pay to or on behalf of the **Company**, **Costs and Expenses** arising from any **Inquiry** which:

9.1.1 is first notified to the **Company** by an official body or institution during the **Period of Insurance**, or any applicable **Discovery Period**; and

9.1.2 is notified to **Keystone** during the **Period of Insurance**, or any applicable **Discovery Period**.

9.2 **Keystone** will pay **Costs and Expenses** whether there has been any allegation of an **Employment Wrongful Act**.

9.3 **Keystone's** total liability under this Extension will not exceed the amount indicated in the **Schedule** during the **Period of Insurance** and all payments will be part of and not in addition to the **Limit of Liability**.

Reinstatement of Cover 3 Limit of Liability

9.4 The **Limit of Liability** shall be automatically reinstated once (or as otherwise provided in the **Policy Schedule**) during the **Period of Insurance** or any applicable **Discovery Period** without additional premium if Cover 3 **Limit of Liability** is exhausted by **Loss** relating to one or more **Claims**, provided that:

9.4.1 the reinstatement will only apply to **Claims** made against the **Company** and notified to **Keystone** during the **Period of Insurance** or **Discovery Period** which are unrelated to **Claims** previously notified to **Keystone**; and

9.4.2 such reinstatement shall only be made once or the number of times specified in the **Schedule** up to the **Maximum Aggregate Limit of Liability Per Cover**.

9.5 This Extension does not apply to any sub-limits of liability applicable to this **Policy**.

Third Party Liability

9.6 **Keystone** will pay to or on behalf of any **Company**, any **Loss** arising from a **Third Party Claim** first made or commenced against the **Company** and notified to **Keystone** during the **Period of Insurance**, or any applicable **Discovery Period**.

9.7 **Keystone's** total liability under this Extension will not exceed the amount indicated in the **Schedule** during the **Period of Insurance** and all payments will be part of and not in addition to the **Limit of Liability**.

10. Company Employment Practices Liability Cover Exclusions

The following Exclusions apply only to *Cover 3 - Company Employment Practices Liability* and any **Endorsements** relevant to this Cover (unless otherwise provided for, expressly or by implication, in the **Endorsement**).

Keystone will not provide coverage for any **Claim, Inquiry** or **Loss**:

Employee Entitlements

10.1 for **Employment Related Benefits** or a breach of an express obligation of an **Insured**:

10.1.1 to make payments (including the provision of non-cash benefits); or

10.1.2 pursuant to any procedural or notification requirements in the event of termination of employment, whether such obligation arises under statute, regulation, award, contract of employment (including any arrangement or agreement collateral to any contract of employment) or any industrial, workplace or enterprise agreement or otherwise;

Unfair Contracts

10.2 for or in respect of the seeking of relief pursuant to Section 127A of the *Workplace Relations Act (Cth)* or Section 106 of the *Industrial Relations Act (NSW) 1996* or Section 276 of the *Industrial Relations Act (Queensland) 1999* or similar legislation in the other states and territories of the Commonwealth of Australia or in New Zealand, provided however that this Exclusion will not apply unless the contract of employment between the **Company** and the relevant **Employee** giving rise to the seeking of relief is one where such **Employee** earns, or earned, a base annual salary from the **Company** of more than \$150,000;

Workers Compensation

10.3 for or arising out of, based upon or attributable to any obligation of any **Insured** pursuant to any workers' compensation, unemployment insurance, social security, disability benefits or similar law or regulation.

Cover 4 – Crime

11. Crime Insuring Clause

Keystone will pay on behalf of the **Company** any **Direct Financial Loss** which is first **Discovered** and first notified to **Keystone** during the **Period of Insurance**, or any applicable **Discovery Period**.

Keystone's total liability for **Cyber Fraud, Social Engineering Fraud** or **Phishing** will not exceed the amount indicated in the **Schedule** during the **Period of Insurance** and all payments will be part of and not in addition to the **Limit of Liability**.

12. Crime Extensions

The Extensions apply only to *Cover - 4 Crime* and are all subject to the terms and conditions of this **Policy** unless expressly stated otherwise. The **Excess** and the **Limit of Liability** (including any sub-limits) specified in the **Schedule** apply to the Extensions and the Extensions do not increase the **Limit of Liability**.

Investigative Fees

12.1 **Keystone** will pay to or on behalf of any **Company** reasonable fees, costs and expenses of a fraud investigator, incurred with **Keystone's** prior written consent, to establish the existence and/or amount of any **Direct Financial Loss, External Crime** or **Theft**.

12.2 **Keystone's** total liability under this Extension will not exceed the amount indicated in the **Schedule** during the **Period of Insurance** and all payments will be part of and not in addition to the **Limit of Liability**.

Legal Fees

12.3 **Keystone** will pay to or on behalf of any **Company** reasonable legal fees, costs and expenses incurred in the defence of any written demand, claim, suit or legal proceeding which results directly from a covered **Direct Financial Loss**.

12.4 Keystone's total liability under this Extension will not exceed the amount indicated in the **Schedule** during the **Period of Insurance** and all payments will be part of and not in addition to the **Limit of Liability**.

Reinstatement of Cover 4 – Crime Limit of Liability

12.5 The **Limit of Liability** shall be automatically reinstated once (or as otherwise provided in the **Policy Schedule**) during the **Period of Insurance** or any applicable **Discovery Period** without additional premium, if the Cover 4 **Limit of Liability** is exhausted by **Direct Financial Loss**, provided that:

12.5.1 the reinstatement will only apply to **Direct Financial Loss, Discovered** by the **Insured** and notified to **Keystone** during the **Period of Insurance** or **Discovery Period** which is unrelated to any **Direct Financial Loss** previously notified to **Keystone**; and

12.5.2 such reinstatement shall only be made once or the number of times specified in the **Schedule** up to the **Maximum Aggregate Limit of Liability Per Cover**.

13. Crime Exclusions

The following Exclusions apply only to *Cover 4 Crime* and any **Endorsements** relevant to this Cover (unless otherwise provided for, expressly or by implication, in the **Endorsement**). **Keystone** will not provide coverage for:

Agents, Brokers and Factors

13.1 any act, error or omission of any independent contractor (other than an **Employee**), broker, merchant, external solicitor or external accountant, or other similar agent or representative. This Exclusion shall not apply to any organisation to which the **Company** has outsourced any normal administrative function under a written contract;

Closely Held Exclusion

13.2 any **Direct Financial Loss** caused by or involving any person who owns or controls more than 10% of the issued share capital of the **Company**;

Confidential Information

13.3 loss of or damage to any trade secrets, confidential processing methods or confidential information of any kind;

Consequential Loss

13.4 indirect or consequential loss or damage. This Exclusion shall not apply to the cover provided under Crime Extension [12.1](#) and [12.2 Investigative Fees](#);

Damage to Premises

13.5 damage or destruction to any premises or building;

Direct Financial Loss Sustained After Discovery

13.6 any **Direct Financial Loss** sustained after a **Responsible Person** of a **Company** first **Discovered** such **Direct Financial Loss**;

Disaster or Looting

13.7 any loss or damage caused by typhoon, hurricane, cyclone, volcanic eruption, earthquake, subterranean fire or other convulsion of nature and contemporaneous or ensuing loss or damage by fire, flood or looting;

Moth or Vermin

13.8 any loss or damage caused by moth or vermin;

New Account Testing

13.9 any **Direct Financial Loss** arising indirectly or directly from or in any way connected with funds transfers to a new account unless there has been an independent method of authenticating the contents of a communication. For the avoidance of doubt an email instruction to transfer funds to a new account needs to be tested by a phone call to confirm the request is authentic.

Profit and Loss or Inventory Computation

13.10 **Direct Financial Loss** which can only be proved solely by:

13.10.1 a profit and loss computation or comparison; or

13.10.2 a comparison of inventory with an actual physical event.

Segregation of Duties

13.11 any **Direct Financial Loss** arising indirectly or directly from or in any way connected with the issuing and drawing of cheques, account withdrawals or funds transfers sustained by the **Company** by reason of the absence of or failure to have a clear segregation of duties and procedures in connection with the issuing and drawing of cheques, account withdrawals or fund transfers in excess of \$1,000 in value. Such cheques, account transactions or fund transfers must be counter signed or authorised by another authorised officer who must, independently of the employee drawing the cheque, making account withdrawals or fund transfers, examine the supporting vouchers or requisitions or verify against an authorised payment list prepared and checked independently of the drawer of the cheque, or person making the account withdrawals or fund transfers.

Cover 5 – Superannuation Trustees Liability

14. Superannuation Trustees Liability Insuring Clause

- 14.1** **Keystone** will pay to or on behalf of each **Superannuation Trustee**, any **Loss** for which the **Superannuation Trustee** is not indemnified by a **Company** or **Plan**, and which arises from a **Claim** first made or commenced against that **Superannuation Trustee** and notified to **Keystone** during the **Period of Insurance** or any applicable **Discovery Period**.
- 14.2** **Keystone** will pay to or on behalf of any **Company** or **Plan**, any **Loss** for which the **Company** or **Plan** indemnifies any **Superannuation Trustee** as permitted or required by law, and which arises from a **Claim** first made or commenced against that **Superannuation Trustee** and notified to **Keystone** during the **Period of Insurance** or any applicable **Discovery Period**.
- 14.3** **Keystone** will pay to or on behalf of any **Company** or **Plan**, any **Loss** which arises from a **Claim** first made or commenced against that **Company** or **Plan** and notified to **Keystone** during the **Period of Insurance** or any applicable **Discovery Period**.

15. Superannuation Trustees Liability Extensions

The Extensions apply only to *Cover 5 - Superannuation Trustees Liability* and are all subject to the terms and conditions of this **Policy** unless expressly stated otherwise. The **Excess** and the **Limit of Liability** (including any sub-limits) specified in the **Schedule** apply to the Extensions and the Extensions do not increase the **Limit of Liability**.

Inquiries

- 15.1** **Keystone** will pay to or on behalf of the **Insured**, **Costs and Expenses** arising from any **Inquiry** which:
- 15.1.1** is first notified to the **Insured** by an official body or institution during the **Period of Insurance**, or any applicable **Discovery Period**; and
 - 15.1.2** is notified to **Keystone** during the **Period of Insurance**, or any applicable **Discovery Period**.
- 15.2** **Keystone** will pay **Costs and Expenses** whether there has been any allegation of a **Wrongful Act**, provided that the **Inquiry** relates to the operation and management of the **Plan**.
- 15.3** **Keystone's** total liability under this Extension will not exceed the amount indicated in the **Schedule** during the **Period of Insurance** and all payments will be part of and not in addition to the **Limit of Liability**.

Loss of Documents

- 15.4** **Keystone** will pay to or on behalf of the **Insured**, reasonable costs and expenses incurred by the **Insured** for loss of, or damage to **Documents** (including but not limited to **Documents** which have been destroyed, lost or mislaid after appropriate searches) which are in the **Insured's** physical custody or control, provided that:
- 15.4.1** the loss or damage is sustained and notified to **Keystone** during the **Period of Insurance**; and
 - 15.4.2** the indemnity for this Extension is limited to the costs, charges and expenses in restoring or replacing the lost or damaged **Documents**; and

- 15.4.3 the costs, charges and expenses are supported by invoices and/or accounts submitted to **Keystone** for **Keystone's** approval; and
- 15.4.4 any document kept in magnetic or electronic form is duplicated with the intention that the back-up or duplicate document be used as the basis for restoring any lost or damaged **Document** to its original status; and
- 15.4.5 this Extension does not extend to indemnify the **Insured** for:
 - 15.4.5.1 the loss or damage to any **Document** the property of or entrusted to the **Insured** by a third party; or
 - 15.4.5.2 damage to any **Document** caused by normal wear and tear; or
 - 15.4.5.3 for corruption, theft, interference with, lack of access to electronically stored data caused or contributed to by a computer virus or a third party where such costs, charges and expenses relate to the replacement / restoration of such data after a period or more than 48 hours after the computer virus or act took place or effect.

Reinstatement of the Cover 5 Limit of Liability

- 15.5 The **Limit of Liability** shall be automatically reinstated once (or as otherwise provided in the **Policy Schedule**) during the **Period of Insurance** or any applicable **Discovery Period** without additional premium if the Cover 5 **Limit of Liability** is exhausted by **Loss** relating to one or more **Claims**, provided that:
 - 15.5.1 the reinstatement will only apply to **Claims** made against the **Insured** and notified to **Keystone** during the **Period of Insurance** or **Discovery Period** which are unrelated to **Claims** previously notified to **Keystone**; and
 - 15.5.2 such reinstatement shall only be made once or the number of times specified in the **Schedule** up to the **Maximum Aggregate Limit of Liability Per Cover**.
- 15.6 This Extension does not apply to any sub-limits of liability applicable to this **Policy**.

16. Superannuation Trustees Liability Exclusions

The following Exclusions apply only to *Cover - 5 Superannuation Trustees Liability* and any **Endorsements** relevant to this Cover (unless otherwise provided for, expressly or by implication, in the **Endorsement**).

Keystone will not provide coverage for any **Claim, Inquiry** or **Loss**:

Bodily Injury and Property Damage

- 16.1 for bodily injury, sickness, disease, death or emotional distress, or damage to or destruction, impairment or loss of the use of any property. This Exclusion does not apply to emotional distress alleged in any **Claim**;

Failure to Fund a Plan

- 16.2 for or arising out of, based upon or attributable to a failure to fund a **Plan** in accordance with the trust document or instrument of the **Plan**, or the failure to collect contributions owed to the **Plan**. This Exclusion does not apply to **Costs and Expenses**.

Extensions applicable to all Sections, except Cover 4 - Crime

- 17. The Extensions are all subject to the terms and conditions of this **Policy** unless expressly stated otherwise. The **Excess** and the **Limit of Liability** (including any sub-limits) specified in the **Schedule** apply to the Extensions and the Extensions do not increase the **Limit of Liability**. These Extensions apply to each of Covers 1, 2, 3 and 5 unless otherwise stated.

Advancement of Costs and Expenses

- 17.1 **Keystone** will advance **Costs and Expenses**, incurred by **Keystone** or the **Insured** with **Keystone's** prior written consent, as they are incurred and prior to final adjudication of a **Claim** or **Inquiry**. **Keystone** may not refuse to advance **Costs and Expenses** by reason only that **Keystone** considers that conduct referred to in Exclusion 18.3 *Conduct* has occurred, until such conduct is established by a formal written admission by the relevant **Insured** or final, non-appealable adjudication of a judicial or arbitral tribunal (other than in a proceeding brought by

Keystone). **Keystone** will cease to advance such costs and any amounts previously advanced shall be repaid to **Keystone** if and to the extent that the **Insured** is not entitled to coverage under the terms and conditions of this **Policy**.

Compensation for Court Attendance

17.2 **Keystone** will pay the **Insured** compensation if legal advisers, acting on the **Insured's** behalf with **Keystone's** consent, require any **Insured Person** to attend court as a witness in connection with a **Claim** covered under this **Policy** first made and notified to **Keystone** during the **Period of Insurance**, but only in circumstances where the **Insured** actually pays the **Insured Person** for their time.

17.3 Such compensation by **Keystone** will be at the rate equivalent to such **Insured Person's** daily take home salary or wage up to the maximum indicated in the **Schedule** per person for each day on which attendance is required subject to the maximum indicated in the **Schedule** for all persons for any one **Claim**. All payments under this Extension will be part of and not in addition to the **Limit of Indemnity**.

Continuous Cover

17.4 **Keystone** will indemnify the **Insured** under the relevant Insuring Clause for any **Claim** first made against the **Insured** during the **Period of Insurance** arising from circumstances of which the **Insured** were aware prior to the **Period of Insurance**, notwithstanding Exclusion [18.7 Prior Reported or Known Circumstances](#), provided that:

17.4.1 **Keystone** was the **Insured's** management liability insurer at the time that the **Insured** first became aware of the circumstance and **Keystone** have continued to be the **Insured's** management liability insurer; and

17.4.2 the failure to notify such facts was not a result of any fraudulent misrepresentation or fraudulent non-disclosure by the **Insured**; and

17.4.3 **Keystone** will reduce its liability to the extent of any prejudice suffered because of the **Insured's** failure to notify such facts prior to the commencement of the **Period of Insurance**; and

17.4.4 the **Limit of Indemnity** under this Extension shall be the lesser available under the terms of the policy in force at the time that the **Insured** first became aware of the circumstance and this **Policy**. The terms of this **Policy** will otherwise apply.

Discovery Period

17.5 The **Insured** will be automatically entitled to a **Discovery Period** if this **Policy** is not renewed or replaced at the end of the **Period of Insurance** with any other **Policy** that covers similar risk exposures as this **Policy** for any reason other than non-payment of **Premium** or a **Transaction** occurring, as follows:

17.5.1 ninety (90) days from the end of the **Period of Insurance** without payment of any additional premium; or

17.5.2 twelve (12) months from the end of the **Period of Insurance**, subject to the payment of the additional premium set out in the **Schedule** provided that:

17.5.2.1 where the **Insured** obtains a replacement **Policy** with any other insurer at any time during the ninety (90) day period referred to in [17.5.1](#) above, that **Discovery Period** will, from the date on which such replacement **Policy** becomes effective, no longer apply; and

17.5.2.2 the **Insured** shall give written notice if it wishes to exercise its right to the **Discovery Period** referred to in [17.5.2](#) above and pay the premium not later than thirty (30) days after the end of the **Period of Insurance**. The **Discovery Period** referred to in [17.5.2](#) above is not cancellable, other than by **Keystone** pursuant to Condition [20.5 – 20.7 Cancellation](#).

17.6 This Extension is not available if an administrator, receiver, provisional liquidator or liquidator is appointed to any **Company**, but only in relation to that entity.

Emergency Costs

17.7 **Keystone** will give retrospective approval of costs if, due to an emergency, **Keystone's** prior written consent cannot reasonably be obtained as required by this **Policy** before **Costs and Expenses** are incurred.

17.8 **Keystone's** total liability under this Extension will not exceed the amount indicated in the **Schedule** during the **Period of Insurance** and all payments will be part of and not in addition to the **Limit of Liability**.

Free Legal Consultation

- 17.9** The **Insured** is entitled to up to thirty (30) minutes of free legal advice from **Keystone's** appointed legal firm on any matter relating to the **Insured's Services** during the **Period of Insurance** subject always to the following:
- 17.9.1** the **Schedule** must be presented to the appointed legal firm when requesting legal advice under this Extension. No legal advice can be sought under this Extension if the **Schedule** is not presented; and
 - 17.9.2** entitlement to the legal advice is limited to a maximum of thirty (30) minutes per year and any unused time cannot be aggregated from one **Period of Insurance** to another; and
 - 17.9.3** **Keystone** reserve the right to change the appointed legal firm at any time. Changes to the appointed firms will be notified to the **Insured** on request; and
 - 17.9.4** the **Insured** may not seek legal advice on this **Policy** or other indemnity issues concerning insurance policies issued by **Keystone**; and
 - 17.9.5** the **Insured** authorises **Keystone** (at **Keystone's** discretion) to engage the appointed legal firm to represent the **Insured** and authorise the appointed firm when engaged to disclose to **Keystone** any information obtained in the cause of tendering advice to the **Insured**, if cover under this **Policy** is sought by the **Insured** in respect of any matter on which the **Insured** may have sought legal advice under this Extension from the appointed legal firm. The **Insured** waives all claims to legal professional privilege with **Keystone** to the extent necessary; and
 - 17.9.6** contacting the appointed legal firm for legal advice does not constitute a **Claim** notification under Claims Conditions **19.5** and **19.6 Notification** of this **Policy**. The **Insured** must still comply with this **Policy's** terms and conditions in relation to a **Claim** and give immediate written notice or written notice as soon as practically possible to **Keystone** within the **Period of Insurance**.

Public Relations Expenses

- 17.10** **Keystone** will indemnify the **Insured** for **Public Relations Expenses** incurred by the **Insured**.
- 17.11** **Keystone's** total liability under this Extension will not exceed the amount indicated in the **Schedule** during the **Period of Insurance** and all payments will be part of and not in addition to the **Limit of Indemnity**.

Newly Acquired Subsidiary

- 17.12** If the **Company** acquires a **New Subsidiary**:
- 17.12.1** that has total annual income (by reference to the **New Subsidiary's** most recent financial statements as at the time of acquisition) no greater than 25% of the total annual income of the **Principal Insured** as disclosed in the **Proposal**, the definition of **Insured** will be extended to include such **New Subsidiary** in respect of any **Claim** first made against the **Insured** and notified to **Keystone** during the period beginning on the date of acquisition resulting from the conduct of such **New Subsidiary**, but not in respect of any such **Claim** resulting from any act, error or omission occurring or committed prior to the date the **New Subsidiary** was acquired; or
 - 17.12.2** that has total annual income (by reference to the **New Subsidiary's** most recent financial statements as at the time of acquisition) of greater than 25% of the total annual income of the **Principal Insured** as disclosed in the **Proposal**, the definition of **Insured** will also include such **New Subsidiary** in respect of any **Claim** first made against the **Insured** and notified to **Keystone** during the period beginning on the date of acquisition and ending sixty (60) days thereafter or at the expiry of the **Period of Insurance**, whichever is the lesser period, resulting from the conduct of such **New Subsidiary**, but not in respect of any such **Claim** resulting from any act, error or omission occurring or committed prior to the date the **New Subsidiary** was acquired. **Keystone** may, at its discretion, offer to extend cover for the **New Subsidiary**. The **Insured** must, for cover to be extended for such **New Subsidiary** beyond the period stated in **17.12.2** above, prior to the end of that period:
 - 17.12.2.1** give **Keystone** written notice of any such acquisition together with such additional information as **Keystone** may require so that **Keystone** can exercise its discretion whether to extend the cover;
 - 17.12.2.2** accept any notified alteration in the terms of this **Policy**; and
 - 17.12.2.3** pay any additional premium required by **Keystone**.
 - 17.12.3** This Extension does not extend cover to any **New Subsidiary** that is domiciled or incorporated in the United States of America or its territories or protectorates.

Run-Off Cover for Former Subsidiaries

17.13 Coverage provided by this **Policy** shall continue for a **Subsidiary** ceasing to be a **Subsidiary** (whether before or after the commencement of the **Period of Insurance**), provided such coverage is for a **Wrongful Act, Company Wrongful Act, Employment Wrongful Act** or losses sustained in relation to a **Direct Financial Loss** committed prior to the date such **Subsidiary** ceased to be a **Subsidiary**.

Run-Off Cover if the Insured Ceases to Exist or Operate

17.14 Coverage provided to the **Insured** by this **Policy** shall continue until the end of the **Period of Insurance** if a **Transaction** takes place, provided that:

- 17.14.1 such coverage is for a **Claims** first made; or
- 17.14.2 **Inquiries** first commenced against an **Insured**; or
- 17.14.3 losses sustained in relation to a **Direct Financial Loss**, committed prior to the **Transaction** occurring.

Takeovers and Mergers Run-Off

17.15 **Keystone** may extend this **Policy** if a **Transaction** takes place to include:

- 17.15.1 **Claims** first made or **Inquiries** first commenced against an **Insured** within a period of 84 months from the expiry date of the **Period of Insurance**; or
- 17.15.2 **Direct Financial Loss Discovered** within a period of twelve (12) months from the expiry date of the **Period of Insurance** but only in respect of losses sustained prior to the **Transaction**.

Such Extension is subject to additional terms and conditions and **Premium** as **Keystone** may require.

Exclusions applicable to all Covers

18. These Exclusions apply to the whole **Policy** unless stated otherwise. **Keystone** will not indemnify the **Insured** for:

Asbestos

18.1 any **Claim, Loss** or **Inquiry** arising, indirectly or directly, or in any way connected with asbestos;

Assumed and Proportionate Liability

18.2 any **Claim, Loss** or **Inquiry**:

- 18.2.1 arising indirectly or directly from a contract where the **Insured** has limited their right to reduce, seek contribution from or apportion their liability to other concurrent wrongdoers under the proportionate liability legislation that applies in their State or Territory. This Exclusion only applies to the extent to which the **Insured** has assumed a liability that is greater than the liability the **Insured** would have if the proportionate liability legislation applied; and/or
- 18.2.2 arising indirectly or directly from a failure by the **Insured** to perform a contractual obligation and the **Claim, Loss** or **Inquiry** relates to the cost of organising another person to perform those services; and/or
- 18.2.3 arising indirectly or directly from any liability assumed by the **Insured** under a contract, deed or agreement which goes beyond the duty to use such skill and care as is usual in the exercise of the **Insured**; and/or
- 18.2.4 arising indirectly or directly from any guarantee, warranty or indemnity granted by the **Insured**, or in any way connected with any liability for which the **Insured** have foregone, excluded or limited a right of recovery against any party;

Conduct

18.3 any **Claim, Loss** or **Inquiry** for or arising out of, based upon or attributable to:

- 18.3.1 a fraudulent or dishonest act or omission; or
- 18.3.2 a wilful breach of duty, or wilful violation or breach of any law or regulation; or
- 18.3.3 the improper use of information acquired by any **Insured Person** or **Superannuation Trustee** because of their position, to gain advantage for themselves or any other person, or to cause detriment to a **Company** or **Plan**; or

18.3.4 the improper use by any **Insured Person** or **Superannuation Trustee** of their position to gain an advantage for themselves, or for any other person, or to cause detriment to the **Company or Plan**; or

18.3.5 in relation to any **Company** or corporate **Superannuation Trustee**, any conduct of a type referred to in **18.3.1** or **18.3.2** above committed by any **Company** or **Plan**,

but only if any of the above is established by a written admission by the **Insured**, or by judgement, award or other finding by a court, tribunal or arbitrator with jurisdiction to finally determine the matter, including the outcome of any appeal in relation to such judgement, award or other finding.

This Exclusion shall not apply to any **Insured** who:

18.3.6 is not the perpetrator of; or

18.3.7 did not know of; or

18.3.8 has not condoned, such act, omission, violation or breach;

This Exclusion shall not apply in relation to the cover provided by **Cover 4 - Crime** of this **Policy**;

Cyber Act or Cyber Incident

18.4 any **Loss** (which is otherwise covered by an Insuring Clause) resulting from a **Claim** made against the **Company, Subsidiary, New Subsidiary**, or any other **Insured** entity, for, alleging, arising out of, based upon, attributable to, or involving in any way a **Cyber Act** or **Cyber Incident**;

Insolvency

18.5 which arises directly or indirectly from or is in any way connected to the **Financial Impairment**, bankruptcy, insolvency, receivership or administration of the **Company, Outside Entity** or **Not-for-Profit Entity**.

Jurisdiction Limit

18.6 any **Claim** or **Loss** arising from any legal proceeding brought in any court of the United States of America or their dominions and protectorates, or arising from any judgment registered or lodged in connection with such a legal proceeding or any **Inquiry** commenced, ordered, commissioned or conducted in the United States of America or their dominions and protectorates;

Prior Reported or Known Circumstances

18.7 any:

18.7.1 **Claim, Loss** or **Inquiry** known by or received by the **Insured** prior to the **Period of Insurance**; or

18.7.2 **Claim, Loss, Known Circumstance** or **Inquiry** noted on the **Proposal** for the current **Period of Insurance** or any previous proposal; or

18.7.3 **Claim, Loss** or **Inquiry** reported, disclosed or notified, or which ought reasonably to have been reported, disclosed or notified, to **Keystone** or any other insurer prior to the **Period of Insurance** as being either:

18.7.3.1 a **Claim, Loss** or an **Inquiry**; or

18.7.3.2 facts, matters or circumstances which may give rise to a **Claim, Loss** or an **Inquiry**;

or

18.7.3.3 facts, matters or circumstances which may give rise to an allegation or a liability that is or may be the subject of a **Claim, Loss** or an **Inquiry**; or

18.7.3.4 a **Claim, Loss** or **Inquiry** directly or indirectly caused by, contributed to by, or arising out of, or in connection with any **Known Circumstance**; or

18.7.3.5 an **Inquiry** that was in progress, pending, commenced, ordered or commissioned prior to the **Period of Insurance**;

Radioactivity

18.8 any **Claim, Loss** or **Inquiry** directly or indirectly caused by, contributed to by, or in connection with or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

This is provided that this Exclusion shall not apply to the incidental use of any radioisotopes or radium compounds in any industrial, educational, medical or research pursuits;

Retroactive Date

18.9 any **Claim, Loss** or **Inquiry** directly or indirectly caused by, contributed to by, in connection with or arising from any:

18.9.1 event or occurrence prior to the **Retroactive Date**; or

18.9.2 acts, errors or omissions committed or alleged to have been committed prior to the **Retroactive Date**;

Securities Offering

18.10 any **Claim, Loss** or **Inquiry** for or arising out of, based upon or attributable to the actual or intended public offering of any share capital of a **Company**;

Sanctions

18.11 any **Claim, Loss** or **Inquiry** that would be in contravention of any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America;

Silica

18.12 any **Claim, Loss** or **Inquiry** for or arising out of, based upon or attributable to the actual or alleged inhalation of, or ingestion, or absorption of silica or silica-related dust.

Statutory Liability

18.13 any **Statutory Liability** arising directly or indirectly from, or in connection with:

18.13.1 tax obligations of any kind; or

18.13.2 vehicular, air or marine traffic, however this Exclusion shall not apply to vehicular traffic to the extent any violation results directly from the undertaking of the business of the **Company**;

18.13.3 any violation of Sections 182, 183, 601FD, 601FE or 601JD of the *Corporations Act 2001 (Cth)* or any similar law in any foreign jurisdiction;

Terrorism

18.14 any **Claim, Loss** or **Inquiry** arising directly or indirectly from, or in connection with any act of **Terrorism**, or any action taken in controlling, preventing, suppressing or in any way relating to an act of **Terrorism**;

War

18.15 any **Claim, Loss** or **Inquiry** directly or indirectly caused by, contributed to by, in connection with or arising from war, invasion, acts of foreign enemies, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by, or under the order of, any government or public or local authority.

Claims Conditions applicable to all Covers

19. These Claims Conditions apply to the whole **Policy** unless stated otherwise.

Allocation (Covers 1, 2, 3 and 5)

19.1 In respect of Covers 1, 2, 3 and 5:

19.1.1 where any **Loss** is incurred in respect of any **Claim** arising from both matters covered and matters not covered by this **Policy**, or in respect of both insured and uninsured parties, then **Keystone** and the **Insured** shall make all reasonable efforts to agree on an equitable allocation having regard to the legal and financial exposures of the parties to such matters;

19.1.2 the parties shall abide by the opinion and recommendations (which opinion shall be provided as an expert and not as an arbitrator) of a senior lawyer to be mutually agreed upon by the **Insured** and **Keystone**, or in the absence of mutual agreement to be appointed by the President of the Law Society or equivalent organisation in the jurisdiction in which the **Claim** was made, if an allocation cannot be agreed. The senior lawyer's recommendations shall take account of the matters referred to in **19.1.1** above;

19.1.3 the costs of the senior lawyer's opinion and recommendations shall be borne by **Keystone**.

Defence and Settlement of Claims (Covers 1, 2, 3 and 5)

19.2 In respect of Covers 1, 2, 3 and 5:

19.2.1 **Keystone** has the right, or where **Keystone** has confirmed coverage and the **Insured** so requests, the duty, to conduct the defence of and/or settle any **Claim**, in the **Insured's** name;

19.2.2 the **Insured** shall do, and concur in doing, all things reasonably practicable to avoid or diminish any **Loss** under this **Policy**, and shall give such information and assistance to **Keystone** as **Keystone** may reasonably require to enable it to investigate any **Claim** under this **Policy** and determine its liability under this **Policy**;

19.2.3 the **Insured** shall not admit or assume liability for, or make any payment in connection with, conduct or negotiations for, or agree to any settlement or judgment in respect of any **Claim** without **Keystone's** prior written consent, or as provided for in Claims Condition [19.8 Settlement of Disputes \(Covers 1, 2, 3 and 5\)](#).

Discharge of Liability

19.3 **Keystone** may at any time pay to the **Insured** the amount of the **Limit of Liability** remaining under this **Policy**, or any lesser amount for which such **Claim** or **Claims** can be settled, less any sums already paid in the event of a **Claim** or series of **Claims** under this **Policy**. **Keystone** shall relinquish the conduct and control of and be under no further liability in connection with such **Claims** or **Costs and Expenses** incurred after the date of such relinquishment upon such payment being made.

19.4 **Keystone** will pay under [condition 20.24 Limit of Liability](#) the reasonable **Costs and Expenses** incurred up to the date of relinquishment in such proportion as the amount of the indemnity available under this **Policy** bears to the total amount which in **Keystone's** opinion at the time of relinquishment will be necessary to dispose of the **Claim**, if **Keystone** exercise the option in [19.3](#), and the total amount required to dispose of any **Claim** or series of **Claims** exceeds the **Limit of Liability**.

Notification

19.5 The **Insured** shall give written notice to **Keystone** as soon as practicable and in any event no later than the expiration of the **Period of Insurance** or any applicable **Discovery Period** where the **Insured** becomes aware of any:

19.5.1 **Claim** or **Inquiry**; or

19.5.2 **Direct Financial Loss**; or

19.5.3 **Kidnap and Extortion Peril**.

19.6 The **Insured** shall give to **Keystone** such information and co-operation as it may reasonably require, including, where possible: a description of the **Claim**, **Inquiry**, **Direct Financial Loss** or **Kidnap and Extortion Peril**, the nature of the allegation of civil liability, the nature of any alleged or potential **Loss**, the names of actual or potential claimants, and the details of the official body or institution conducting the **Inquiry**.

Recoveries

19.7 Recoveries (whether effected by **Keystone** or by an **Insured**), less the cost of recovery, shall be distributed as follows:

19.7.1 first, to the **Insured** for the amount of **Loss** otherwise covered but in excess of the **Limit of Liability** less any applicable **Excess**; and

19.7.2 second, to **Keystone** for the amount paid to the **Insured** for covered **Losses**; and

19.7.3 third, to the **Insured** for the applicable **Excess**.

Settlement of Disputes (Covers 1, 2, 3 and 5)

19.8 In respect of Covers 1, 2, 3 and 5:

19.8.1 the parties agree to the appointment of a senior lawyer (to be mutually agreed upon by the **Insured** and **Keystone**, or in the absence of mutual agreement to be appointed by the President of the Law Society or equivalent organisation in the jurisdiction in which the **Claim** was made) to provide an opinion (which opinion shall be provided as an expert and not as an arbitrator) and make recommendations as to whether or not a **Claim** should be defended or settlement attempted should a dispute arise between the **Insured** and **Keystone** as to whether either party should be required to defend or contest such **Claim**. The costs of the senior lawyer's opinion and recommendations shall be borne by **Keystone**;

- 19.8.2** the senior lawyer shall take into consideration all relevant issues including the economics of the matter, the damages and costs which are likely to be recovered by the claimant, the likely costs of defence and the prospects of the **Insured** successfully defending the **Claim**;
- 19.8.3** if the senior lawyer recommends that settlement should be attempted and the **Insured** agrees, **Keystone** shall abide by that recommendation;
- 19.8.4** if the **Claim** is capable of being settled in accordance with the senior lawyer's recommendation and the **Insured** refuses to consent, **Keystone's** liability for any **Loss** on account of that **Claim** (subject always to the application of the **Excess**) shall not exceed the amount for which **Keystone** could have settled the **Claim** plus the **Costs and Expenses** (if any) incurred to the date such consent was refused.

Conditions applicable to all Covers

20. These Conditions apply to the whole **Policy** unless stated otherwise.

Aggregation

20.1 Where:

20.1.1 more than one claim results from a single:

20.1.1.1 event or occurrence; or

20.1.1.2 act, error or omission,

those claims will be deemed by this **Policy** to be one **Claim** and **Keystone** will apply this Condition when determining the **Limit of Liability** available (including any sub-limits), and the **Excess** applicable to any **Claims**; or

20.1.2 there are single or multiple **Kidnap and Extortion Perils** attributable to one originating source or underlying cause which give rise to more than one claim then all claims arising out of such **Kidnap and Extortion Peril** shall be treated as a single claim; or

20.1.3 there is a series of acts which are attributable to one originating source or underlying cause or related sources or causes, then all **Direct Financial Loss** arising out of such acts shall be treated as a single **Direct Financial Loss** and a single retention shall apply.

20.2 For the purposes of Condition [20.1 Aggregation](#):

20.2.1 all causally connected acts, errors or omissions shall jointly constitute a single act, error or omission; and

20.2.2 a continuous or repeated exposure to substantially the same condition will constitute a single event or occurrence.

Assignment

20.3 This **Policy** cannot be assigned by the **Insured**.

Authorisation

20.4 The **Principal Insured** is the agent for each **Insured** and each **Insured** is bound by any statement, act or omission of the **Principal Insured** for all purposes under this **Policy**, subject to Condition [20.31 Severability and Non-Imputation](#).

Cancellation

20.5 **Keystone** may only cancel this **Policy** pursuant to the *Insurance Contracts Act 1984 (Cth)*.

20.6 The **Principal Insured** may cancel this **Policy** at any time by giving written notice to **Keystone**.

20.7 **Keystone** may retain the pro rata proportion of the **Premium**. However, the **Premium** shall be regarded as fully earned and may be retained by **Keystone** if notification of a **Claim** or **Inquiry** which is covered under this **Policy**, or notification pursuant to the *Insurance Contracts Act 1984 (Cth)* is given by an **Insured** prior to cancellation.

Consideration

20.8 The indemnity provided by **Keystone** under this **Policy** is in consideration of the payment of the **Premium**.

20.9 The **Insured** must pay the **Premium** specified in the **Schedule** for the **Period of Insurance** to **Keystone** by the due date. The due date is on or before thirty (30) days after the inception date of the **Period of Insurance** or such other time that **Keystone** agrees in writing. **Keystone** is

entitled to cancel this **Policy** in accordance with the *Insurance Contracts Act 1984 (Cth)* if the **Insured** fails to pay the **Premium** by the due date.

Construction and Interpretation

20.10 Paragraph titles used in this **Policy** are included for descriptive purposes only and do not form part of this **Policy** for the purposes of its construction or interpretation.

20.11 Words denoting the singular include the plural and vice versa except where the context otherwise requires.

Endorsements

20.12 An **Endorsement** does not affect or increase the **Limit of Liability** or any other term, except to the extent specifically provided in the **Endorsement**. For the avoidance of doubt, each **Endorsement** is otherwise subject to all the terms of this **Policy**.

Enforceability

20.13 This **Policy** must have a **Schedule** attached to it which has been signed by an authorised officer of **Keystone** to be enforceable.

Excess

20.14 A single **Excess** shall, subject to Condition [20.1](#) and [20.2 Aggregation](#), apply per **Claim**.

20.15 Should more than one **Excess** apply for any **Claim** made under any part of this **Policy** such **Excess** shall not be aggregated and only the highest single **Excess** shall apply.

20.16 **Keystone** shall be liable only for **Loss** which exceeds the **Excess**.

20.17 The **Excess** is to be borne by the **Insured** and shall remain uninsured.

20.18 The **Excess** does not apply to the **Loss** of any **Insured Person** under *Cover 1 – Management Liability* or any **Superannuation Trustee** under *Cover 5 – Superannuation Trustees Liability* of this **Policy**, unless the **Insured Person** or **Superannuation Trustee** has been indemnified by the **Company** or **Plan** for that **Loss**, in which case **Keystone** shall only be liable for the amount of **Loss** which exceeds the **Excess**.

20.19 The **Excess** is not part of the **Limit of Liability**.

20.20 The **Insured** shall, within seven (7) working days of receipt of **Keystone's** written request, reimburse **Keystone** for payment where **Keystone** have elected to pay all or part of the **Excess** in respect of any **Claim**.

Foreign Currency

20.21 Any payments made in a currency other than Australian dollars shall be converted to and paid in Australian dollars based upon the rate of exchange published by the Reserve Bank of Australia on the date that the payments were made, or the preceding date should they be incurred on a weekend or public holiday.

Goods and Services Tax (GST)

20.22 **Keystone** will charge the **Insured** an amount on account of GST as part of the **Premium**. The **Insured** must inform **Keystone** of the extent to which there is an entitlement to an input tax credit for that GST amount each time that it notifies a **Claim** under this **Policy**. No payment will be made to the **Insured** for any GST liability that it may incur on the settlement of a **Claim** if it does not inform **Keystone** of its entitlement or correct entitlement to an input tax credit. **Keystone's** liability to the **Insured** will be calculated considering any input tax credit to which the **Insured** is entitled for any acquisition which is relevant to the **Claim**, or to which it would have been entitled had it made a relevant acquisition, despite the other terms of this **Policy**. 'GST', 'input tax credit', 'acquisition' and 'supply' have the meaning given in *A New Tax System (Goods and Services Tax) Act 1999*.

Governing Law

20.23 This **Policy** will be governed in accordance with law of the State or Territory of Australia in which this **Policy** was issued. Any disputes relating to interpretation will be submitted to the exclusive jurisdiction of the courts of Australia.

Limit of Liability

20.24 Subject to the provisions of:

20.24.1 reinstatement clauses: 4.6, 7.18, 10.15, 13.4, 16.5, 19.5; and

20.24.2 Condition [20.22 Goods and Services Tax \(GST\)](#);

the total amount payable by **Keystone** for any one **Claim** or **Direct Financial Loss** (or related **Claims** or **Direct Financial Losses** deemed to be one **Claim** or **Direct Financial Loss** pursuant to Condition [20.1 and 20.2 Aggregation](#)) and in the aggregate for all **Claims** or **Direct Financial Losses** during the **Period of Insurance** and any applicable **Discovery Period** shall not exceed the **Limit of Liability**, provided that:

20.24.2.1 sub-limits of liability are part of, and not in addition to, the **Limit of Liability**.

Keystone's total liability for **Loss** (or other payments) in respect of which a sub-limit applies shall be that sub-limit; and

20.24.2.2 the **Limit of Liability** shall not accumulate from year to year or from **Period of Insurance** to **Period of Insurance**.

Material Change

20.25 The **Insured** must notify **Keystone** as soon as reasonably practicable of any material change in the risk insured by this **Policy**. **Keystone** is entitled to amend the terms of this **Policy** and/or charge an additional premium based on **Keystone's** assessment of any change in the risk insured by this **Policy**. A material change in the risk includes, without limitation:

20.25.1 activities that are materially different from those declared in the **Proposal**; or

20.25.2 activities outside the normal activities of the **Insured**; or

20.25.3 the **Insured** being insolvent; or

20.25.4 any loss of or Conditions imposed upon any licence or other authority required by the **Insured** to operate.

20.26 **Keystone** may at its election, instead of cancelling or avoiding this **Policy**, give notice in writing to the **Insured** that any **Claim** or **Inquiry** which has arisen or may arise which is related to such facts, activities or circumstances shall be excluded from indemnity under this **Policy** in the event of **Keystone** being at any time entitled to cancel or avoid this **Policy** because the **Insured** fails to give notice in accordance with Condition [20.25](#) above.

Order of Payments

20.27 **Keystone** shall:

20.27.1 first pay **Non-Indemnifiable Loss** other than **Non-Indemnifiable Loss** covered under Extension [3.1 to 3.3 Additional Excess Limit for Non-Indemnifiable Loss](#); and

20.27.2 then pay **Loss** paid by the **Company** on behalf of an **Insured Person**; and

20.27.3 then pay other **Loss** incurred by the **Company**; and

20.27.4 finally, pay **Non-Indemnifiable Loss** covered under Extension [3.1 to 3.3 Additional Excess Limit for Non-Indemnifiable Loss](#).

20.28 The insolvency of any **Company** shall not relieve **Keystone** of any of its obligations to prioritise payment of **Loss** under this **Policy**.

Other Insurance

20.29 The **Insured** shall promptly give to **Keystone** full details of any other insurance, including the identity of the insurer and the policy number, and such further information as **Keystone** may reasonably require if at the time any **Claim** arises under this **Policy** there is any other insurance in force covering the same liability.

Preservation of Right to Indemnity

20.30 **Keystone** will pay a **Loss** on behalf of the **Insured Person** or **Superannuation Trustee** if the **Company** or **Plan** (or **New Subsidiary** whilst it is covered under this **Policy**) is legally required or permitted to indemnify any **Insured Person** or **Superannuation Trustee** for **Loss** but fails or refuses to do so to the fullest extent permitted by law. The **Company** or **Plan** (or **New Subsidiary**) is required to pay **Keystone** the **Excess** specified in the **Schedule** in respect of Insuring Clause [2.2](#) and Insuring Clause [14.2](#) in such event, unless the **Company** or **Plan** (or **New Subsidiary**) is unable to pay due to insolvency.

Severability and Non-Imputation

20.31 Where this **Policy** insures more than one party, any failure on the part of any of the parties shall not prejudice the right of the remaining party or parties to indemnity under this **Policy**, provided that such remaining party or parties shall:

- 20.31.1 comply with the duty of disclosure under the *Insurance Contracts Act 1984 (Cth)*;
- 20.31.2 comply with any obligation under this **Policy** (other than the obligation to pay premium);
- 20.31.3 refrain from conduct which is dishonest, fraudulent, criminal or malicious;
- 20.31.4 be entirely innocent of and have had no prior knowledge of any such conduct as described in 20.31.3; and
- 20.31.5 as soon as practicable after becoming aware of any such conduct as described in 20.31.3, advise **Keystone** in writing of all its relevant circumstances.

Subrogation

20.32 **Keystone** will become subrogated to all rights and remedies that the **Insured** may have against any party in relation to that **Claim** or **Direct Financial Loss** where **Keystone** have paid a **Claim** or **Direct Financial Loss** under this **Policy**. The **Insured** must assist **Keystone** (including giving evidence at any civil hearing) and provide such information and documentation (including signed statements) as **Keystone** reasonably require in exercising such rights at **Keystone's** request and without charge.

20.33 **Keystone** agree not to exercise the **Insured's** rights of subrogation against any **Insured Person** notwithstanding Condition 20.31 *Severability and Non-Imputation*, unless the **Claim** is brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the **Insured Person**, if any payment is made or may be made under this **Policy**.

Variation of this Policy

20.34 No variation of this **Policy** will be effective, unless made by **Endorsement**.

Important Information

This Policy is issued by:

Keystone Underwriting Pty Ltd ABN 78 601 944 764 (Keystone)

Keystone Underwriting Pty Ltd is a Corporate Authorised Representative (No. 000468712) of:

Keystone Underwriting Australia Pty Ltd ABN 59 634 715 674 AFS License No: 518244

Who is the Insurer?

Certain Underwriters at Lloyd's ("Underwriters") will be providing the financial service. Keystone is authorised to quote, bind and issue Certificates of Insurance under a Binding Authority Agreement (Binder) granted to Keystone by those Underwriters. Keystone will provide details of the syndicate numbers and the proportions underwritten by them on request.

General Insurance Code of Practice

Lloyd's supports the General Insurance Code of Practice and its purpose of raising the standards of practice and service in the general insurance industry.

What makes up the Insurance Contract?

This contract of insurance is made up of the Schedule, this Policy and any Endorsements that Keystone issues when an application is accepted or an existing Policy is renewed or amended.

Significant Features, Benefits and Exclusions

This Policy provides many significant features and benefits, subject to Conditions and Exclusions. Exclusions apply to this Policy and all of them are important. It is important that this Policy is read carefully to be aware of and understand the extent of cover that it offers. It will give full details of the Exclusions.

Significant Risks

The Insured should make sure that the sum insured and the limits to be purchased will be sufficient. All the terms and conditions contained in this Policy need to be understood.

Claims Made Policy

This Policy is issued by Keystone on a claims made and notified basis. This means that it only covers claims first made against an Insured during the Period of Insurance and notified to Keystone in writing during the Period of Insurance. The Policy does not provide cover for any claims made against an Insured during the Period of Insurance if at any time prior to the Period of Insurance starting, an Insured was aware of facts which might give rise to those claims being made against them.

Section 40(3) of the *Insurance Contracts Act 1984* provides that where an Insured gives notice in writing to an insurer during the Period of Insurance of facts that might give rise to a claim against the Insured, the insurer cannot refuse to pay a claim which arises out of those facts, by reason only that the claim is made after the Period of Insurance has expired.

Retroactive Liability

This Policy is limited by a Retroactive Date. The Policy does not cover any liability arising from an Insured's conduct prior to the Retroactive Date.

Alteration to Risk and Deregistration

This Policy requires an Insured to notify Keystone within thirty (30) days of any material change to the business, or in the event of insolvency or bankruptcy. This Policy requires an Insured to give

immediate notice of the cancellation, suspension, termination or imposition of conditions in respect of an Insured's statutory registration. Claims arising from conduct which occurs subsequent to the cancellation, suspension or termination of the Insured's statutory registration, licence, certification or authorisation under any relevant legislation or industry code of practice governing the Insured's profession are excluded from indemnity under this Policy. However, this condition does not apply if the suspension relates purely to the late payment of registration fees.

Doctrine of Utmost Good Faith

Every insurance contract is subject to this doctrine which requires the parties to the contract to act toward each other with the utmost good faith. Failure to do so may prejudice any claims and/or the continuation of the insurance contract.

The Insured's Duty of Disclosure - (this applies to non-consumer insurance contracts only)*

The Insured has a duty to tell Keystone anything that the Insured knows, or could reasonably be expected to know, before entering an insurance contract, that may affect Keystone's decision to insure the Insured and on what terms. The Insured has this duty until Keystone agrees to insure the Insured.

The Insured has the same duty before the Insured renews, extends, varies, or reinstates an insurance contract.

The Insured does not need to tell Keystone anything that:

- reduces the risk for which the Insured is insured; or
- is common knowledge; or
- Keystone knows, or should know; or
- Keystone waives the Insured's duty to tell Keystone.

If the Insured does not tell Keystone

Keystone may if the Insured does not tell Keystone anything the Insured is required to tell:

- cancel the Insured's contract, or
- reduce the amount to be paid to the Insured if the Insured makes a claim, or
- both the above.

Keystone may refuse to pay a claim and treat the contract as if it never existed if the Insured's failure to tell Keystone is fraudulent.

Change of Circumstances

The terms and conditions of this Policy will be based on information the Insured provided to Keystone. It is essential Keystone are advised of any material change that occurs to this information prior to the inception of this Policy. Failure to do so by the Insured may prejudice any subsequent claims under the Policy and/or jeopardise the continuation of the insurance contract.

* From Schedule 1, Part 1 Insurance Contracts Regulations 2017. A "Consumer Insurance Contract" is a policy of insurance that is wholly or predominantly obtained for personal, domestic, or household purposes.

Buying Insurance

Set out below are important matters that apply to the initial enquiry, buying of insurance, and renewal of cover. Defined terms are the same as in the Policy.

Information that Keystone ask

Keystone will only ask for and consider relevant information when assessing the Insured's application for cover.

Assessing Applications

The Insured will have access to information that Keystone has relied on in assessing their application and an opportunity to correct any mistakes or inaccuracies. Keystone may decline to release information in special circumstances, but will not do so unreasonably. Keystone will give reasons in these circumstances, and the Insured will have the right to request Keystone to review the decision through Keystone's complaints handling procedures. Keystone will provide reasons in writing upon request.

Mistakes

Keystone will immediately initiate action to correct an error or mistake in assessing the Insured's application for cover where it is identified.

Misrepresentation

Keystone's sales process will be conducted in a fair, honest and transparent manner.

Declining Cover

If Keystone cannot provide insurance cover, Keystone will:

- (a) give reasons; and
- (b) refer the entity/person seeking insurance to another insurer, ACFA or NIBA, for information about alternative insurance options (unless they already have someone acting on their behalf).

Keystone will make available information about Keystone's complaints handling procedures if the entity/person is unhappy with Keystone's decision.

Policy Information

Information about Keystone's policy wordings will be available when the Insured buy insurance from Keystone as well as on request. They will also be available on Keystone's website at www.keystoneunderwriting.com.au.

Subrogation

The Insured may prejudice their rights regarding a claim if, without prior approval from Keystone, the Insured makes an agreement with a third party that would prevent Keystone from recovering any applicable loss (in whole or in part) from that, or another party.

This Policy contains provisions that have the effect of excluding or limiting Keystone's liability for a claim under this Policy if you have entered into any agreement that excludes, limits or delays the Insured's right to recover damages from another party in respect of such claim.

Cost of Policy

The cost of this Policy is made up of premium plus any applicable policy fees, government taxes and charges. Keystone may cancel this Policy if the Insured fails to pay the total premium due.

Deductibles

The Insured may be required to pay a deductible or excess if a claim is made under this Policy. Details of applicable deductibles or excess are provided in the Schedule. This Policy sets out the terms relating to the payment of deductibles or excesses.

Taxation

All taxes and charges are shown as separate items (e.g. fire and emergency services levy, stamp duty depending upon location and GST).

Cooling-off Period

The Insured has the right to cancel this Policy with Keystone within 14 days of the date that the Policy inceptioned, unless a claim is made. Keystone will refund the full amount of the premium less any duties or taxes payable if this cancellation occurs during the cooling-off period. This Policy will be terminated from the date Keystone receive the request to cancel.

Making a Claim

Benefits are payable if the Insured suffers a loss that is covered under this Policy during the Period of Insurance, except if an Exclusion or Condition applies. The Insured must immediately notify Keystone or their insurance adviser if there is a loss under this Policy.

Cancelling the Policy Before the Due Date

The Insured may cancel this Policy at any time by notifying us in writing, detailing the date that the cancellation will take effect. Keystone will refund any unearned premium to the Insured or their insurance adviser within 15 working days after the date of cancellation. Unearned premium will be computed pro rata for the unexpired term of this Policy, unless agreed in advance through the insurance adviser and set out in this Policy.

Privacy

Keystone are committed to safeguarding and protecting the Insured's privacy. Keystone is bound by the provisions of the *Privacy Act 1988* which sets out the standards to meet in the collection, use and disclosure of personal information.

The Act defines "personal information" as "information or an opinion about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion".

Purpose of Collection

Keystone will only use personal information the Insured provides to quote on and insure risks and matters incidental thereto, including investigating and managing claims.

It may be necessary for Keystone to provide the Insured's personal information to others, such as other insurers or reinsurers, claims investigators, lawyers and other professionals, and government bodies. Keystone will not under any circumstances trade, rent or sell the information.

Keystone cannot properly quote insurance and cannot insure the Insured if they do not provide Keystone with complete, accurate and up-to-date information. If the Insured provide Keystone with personal information about anyone else, Keystone will rely on the Insured to have told them that their information will be provided to Keystone, to whom Keystone may provide it, the purposes for which Keystone will use it and that they can access it. Keystone relies on the Insured to have obtained their consent on these matters if the information is sensitive.

Access to Information

The Insured can check the personal information Keystone holds about them at any time. Requests for access can be made in writing to:

The Privacy Officer
Keystone Underwriting Australia Pty Ltd
17/296 Bay Road
Cheltenham, VIC 3192

Keystone will keep the Insured informed of any delays in responding to the Insured's request throughout the process.

General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ("the Code"), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit www.codeofpractice.com.au.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code Governance Committee (CGC) go to www.insurancecode.org.au.

Complaints and Disputes

If you have any concerns or wish to make a complaint in relation to this policy, our services or your insurance claim, please let us know and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure. Please contact Keystone Underwriting Australia Pty Ltd in the first instance:

The Complaints Officer
Keystone Underwriting Australia Pty Ltd
17/296 Bay Road
Cheltenham, VIC 3192
Phone: 1300 946 530
Email: complaints@ksua.com.au

We will acknowledge receipt of your complaint and do our utmost to resolve the complaint to your satisfaction within 10 business days.

If we cannot resolve your complaint to your satisfaction, we will escalate your matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited
Email: jdaustralia@lloyds.com
Telephone: (02) 8298 0783
Post: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

A final decision will be provided to you within 30 calendar days of the date on which you first made the complaint unless certain exceptions apply.

You may refer your complaint to the Australian Financial Complaints Authority (AFCA), if your complaint is not resolved to your satisfaction within 30 calendar days of the date on which you first made the complaint or at any time. AFCA can be contacted as follows:

Telephone: 1800 931 678
Email: info@afca.org.au
Post: GPO Box 3 Melbourne VIC 3001
Website: www.afca.org.au

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If your complaint is not eligible for consideration by AFCA, you may be referred to the Financial Ombudsman Service (UK) or you can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to you.

The Underwriters accepting this Insurance agree that:

- (i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- (ii) any summons notice or process to be served upon the Underwriters may be served upon:
Lloyd's Underwriters' General Representative in Australia
Suite 1603
Level 16
1 Macquarie Place
Sydney NSW 2000
who has authority to accept service on the Underwriters' behalf;
- (iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this Insurance immediate notice should be given to:

Claims Department - Keystone Underwriting Australia Pty Ltd
Telephone: 1300 946 530
Email: claims@ksua.com.au