



**Home and Community Care Providers
Combined Liability Insurance
Policy Wording**
vL0424



Pen Underwriting Pty Ltd
ABN 89 113 929 516 AFSL 290518

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IMPORTANT INFORMATION

This Policy

This Policy is an important document and should be kept in a safe place. Please read it carefully so that you understand the insurance provided.

Pen Underwriting

In issuing this Policy Pen Underwriting Pty Ltd ABN 89 113 929 516 AFSL 290518 ('Pen Underwriting') is acting as agent on behalf of the Insurer(s) pursuant to a Binding Authority Agreement(s). The Insurer(s) are specified in the Schedule and details of the Insurers ('the Insurer' and the proportions for which each of them are liable may be obtained from Pen Underwriting.

Further Information

Your insurance broker has arranged this insurance on your behalf. If you have any questions or need further information concerning this insurance, you should contact your insurance broker to assist you with your enquiry. You should direct all of your correspondence to Pen Underwriting through your insurance broker as they are your agent for this insurance.

Agreement

In consideration of the payment of the Premium and in reliance on the contents of the Proposal, the Insurer will indemnify the Insured in accordance with the terms of this Policy.

Your Duty of Disclosure

Before you enter into an insurance contract, you have a duty to tell the Insurer anything that you know, or could reasonably be expected to know, may affect the Insurer's decision to insure you and on what terms.

You have this duty until the Insurer agree to insure you. You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell the Insurer anything that:

- reduces the risk the Insurer insures you for; or
- is common knowledge; or
- the Insurer knows or should know as an insurer; or
- the Insurer waives your duty to tell the Insurer about.

If you do not tell the Insurer something

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

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

Section 54 Insurance Contracts Act

Where the effect of a policy is that the insurer may refuse to pay a claim, either in whole or in part, because of an act or omission ('act') of the insured or of some other person after the policy was entered into, the insurer may not refuse to pay the claim because of that act but the insurer's liability to pay the claim is reduced by the amount that fairly represents the extent to which the insurer's interests were prejudiced as a result, unless that act could reasonably be regarded as capable of causing or contributing to a loss in respect of which insurance cover is provided by the

contract, in which case the insurer may refuse to pay the claim.

The insurer may not refuse to pay the claim by reason only of the act where:

- the insured proves that no part of the loss that gave rise to the claim was caused by the act;
- the insured proves that some part of the loss that gave rise to the claim was not caused by the act (the Insurer may not refuse to pay that part of the claim);
- the act was necessary to protect the safety of a person or to preserve property; or

it was not reasonably possible for the insured or other person not to do the act.

Claims Made Sections

Sections Two and Three of this Policy are issued on a claims made and notified basis. This means that the Sections only cover the Insured for claims first made against the Insured during the Period of Insurance and notified to the insurer during the Period of Insurance.

Section 40(3) of the Insurance Contracts Act 1984 may provide additional rights at law. That section provides that where the insured gave notice in writing to the insurer of facts that might give rise to a claim against the insured as soon as was reasonably practicable after the insured became aware of those facts but during the period of insurance, the insurer is not relieved of liability under the contract in respect of the claim, when made, by reason only that it was made after the expiration of the period of insurance.

Retroactive Date

Section Two of this Policy does not provide cover in relation to the conduct of the Care Provider prior to the Retroactive Date.

Section Three of this Policy does not provide cover in relation to Wrongful Acts committed or alleged to have been committed prior to the Retroactive Date.

Privacy

Pen Underwriting and the Insurer (referred to together in this Privacy Statement as 'We', 'Our', 'Us') handle your personal information with care and in accordance with the Privacy Act 1988 and the Australian Privacy Principles. We collect personal information about you to provide you with insurance and insurance related services. We may disclose your personal information to third parties for the purposes described in our Privacy Policy, including related entities, insurers, reinsurers, agents and service providers, some of whom may be located in the United States of America, United Kingdom, Singapore, Germany, Sweden and India. By asking us to provide you with insurance and insurance related services, you consent to the collection, use and disclosure (including overseas disclosure) of your personal information for the purposes described in our Privacy Policy. Where you provide personal information about others, you represent to us that you have made them aware of that disclosure and of our Privacy Policy and that you have obtained their consent. If you do not consent to provide us with the personal information that we request, or withdraw your consent to the use and disclosure of your personal information at any stage, we may not be able to offer you the products or provide the services that you seek. For information about how to access and or correct the

personal information we hold about you or if you have any concerns or complaints, ask us for a copy of our Privacy Policy or visit www.penunderwriting.com.au.

Claims

In the event of a claim arising under this insurance, notice should be given as soon as reasonably practicable to:

Pen Underwriting Care Claims GPO Box 541

Brisbane QLD 4001

Email: careclaims@penunderwriting.com

Complaints Handling

If you are dissatisfied with a decision Pen Underwriting makes, our service, the service of others we appoint to discuss insurance matters with you, or a claim settlement, we have an internal dispute resolution process to assist you. For further information, ask for a copy of our Complaints and Disputes Resolution Policy or visit www.penunderwriting.com.au.

Litigation Dispute Resolution

Lloyd's Underwriters agree that:

- (i) In the event of a dispute arising under this Insurance, Lloyd's Underwriters at the request of the Insured will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court.
- (ii) Any summons notice or process to be served upon Lloyd's Underwriters may be served upon:
Lloyd's General Representative in Australia, Lloyd's Australia Limited
Level 16, Suite 1603
1 Macquarie Place
Sydney NSW 2000
Telephone: (02) 8298 0700
Facsimile: (02) 8298 0788
who has authority to accept service and to enter an appearance on Lloyd's Underwriters' behalf, and who is directed at the request of the Insured to give a written undertaking to the Insured that he will enter an appearance on Lloyd's Underwriters' behalf.
- (iii) If a suit is instituted against any one of the Insurer(s), Lloyd's Underwriters hereon will abide by the final decision of such Court or any competent Appellate Court.

General Insurance Code of Practice

Pen Underwriting and certain Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The Code commits general insurers to uphold high standards of service and practice. A copy of the Code can be obtained from us upon request or from www.codeofpractice.com.au.

This Policy is Code of Practice compliance, apart from any claims adjusted outside of Australia.

1. DEFINITIONS

Where used in this Policy the following Definitions apply.

1.1 Advertising Liability

Liability arising out of the following:

- (a) defamation except arising out of defamatory statements or disparaging material made or produced prior to the inception date of this Policy or made at the Insured's direction with knowledge of the falsity of the statement or material;
 - (b) infringement of copyright, title or slogan;
 - (c) unfair competition, misappropriation of advertising ideas or style of doing business;
 - (d) invasion of privacy,
- arising out of any advertising activities conducted by or on the Insured's behalf in connection with the Care Provider.

1.2 Adviser

means that term as referred to in the Aged Care Act 1997 and Aged Care Quality and Safety Commission Act 2018 as amended from time to time or any similar laws.

1.3 Aircraft

Any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space.

1.4 Approved Community Service

Any activity approved by the Named Insured or its' Subsidiaries involving members of the public (including school children) to provide a voluntary service for the benefit of the Named Insured or any Resident or any Client of the Named Insured or its' Subsidiaries.

1.5 Authority

Authority means any official regulator, government body or government agency having legal authority to conduct an Official Investigation.

1.6 Care Provider

The business conducted by the Named Insured and or its' subsidiary companies, including the following in connection with the business:

Ownership and/or tenancy, maintenance and/or repair of real property, fundraising activities including a fete or car boot sale, the provision of child care services for Employees' children whilst the parent/guardian is engaged in work for the Named Insured or its' Subsidiary, social, sport or welfare activities, provision of first aid, fire and ambulance services, social outings or similar.

1.7 Claim

Under Section One - 3.1 Sexual Abuse Extension

- (a) The receipt by the Insured of any verbal or written demand for compensation made by a third party against the Insured;
- (b) Any writ, summons, application, statement of claim or other form of legal or arbitral process served upon the Insured containing a demand for compensation made by a third party against the

Insured.

Under Section Two

- (a) The receipt by the Insured of any written demand for compensation made by a third party against the Insured;
- (b) Any writ, summons, application, statement of claim or other form of legal or arbitral process served upon the Insured containing a demand for compensation made by a third party against the Insured.

Under Section Three

- (a) A written demand for monetary damages or non-monetary relief;
- (b) Any writ, summons, application, statement of claim or other form of legal or arbitral process seeking monetary or non-monetary relief;
- (c) A criminal proceeding.

Claim does not mean an action solely for declaratory or injunctive relief.

1.8 Client

A customer to whom the Insured provides or has provided goods or services whether or not for a fee, but does not include a Resident.

1.9 Company

- (a) The Named Company;
- (b) Any Subsidiary as at the commencement of the Period of Insurance; and
- (c) Any Subsidiary created or acquired during the Period of Insurance provided that they are carrying on a care provider or similar business and only from the date of creation or acquisition.

1.10 Computer System

Any computer, hardware, software, communications system, electronic device (including but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of any of these 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.

1.11 Continuity Date

The continuity date specified in the Schedule.

1.12 Corporate Manslaughter Proceeding

A criminal proceeding brought against an Insured Person for involuntary manslaughter (including constructive manslaughter or gross negligence manslaughter) in their capacity as an Insured Person whilst acting within the scope of their duties and directly related to the Care Provider.

1.13 Costs

Under Section Two

The reasonable legal costs and other expenses:

- (a) incurred by or on behalf of the Insured or by the Insurer in the investigation, defence or settlement of a Claim;
- (b) incurred in connection with the Insured's legally compellable attendance at an Inquiry.

It does not mean:

- (c) regular or overtime wages, salaries or fees of any Insured Person;
- (d) costs and expenses incurred by or on behalf of the Named Insured or its' Subsidiary.

Under Section Three

The reasonable and necessary legal fees, costs, charges and expenses incurred by or on behalf of the insured:

- (a) in investigating, monitoring, defending, settling or appealing any Claim;

This extends to expert costs where the choice of expert has been approved by the Insurer, but does not include an Adviser.

- (b) on account of the Insured's attendance at and/or the provision of documents, statements or information in respect of any Official Investigation,

but shall not include regular or overtime wages, salaries, fees, commissions or entitlements of any Insured Person, or office overheads or administration costs of the Company.

1.14 Crime Investigation Costs

The reasonable costs incurred by the Company in retaining an independent investigator, accountant or other consultant, other than a Director, Officer or Employee, to establish the existence and amount of any Crime Loss covered by Section Three Insuring Clause 1.7 Crime.

1.15 Crime Loss

Direct financial loss caused by the loss of, unauthorised use of or dealing with Money, Securities or Property on the premises of the Company and:

- (a) belonging to the Company;
- (b) which is in the care, custody or control of the Company and for which the Company is legally liable;

resulting directly from any fraudulent or dishonest act committed by an Employee, Officer or other natural person with the intent to cause the Company a loss or to gain a financial gain for themselves, whether acting alone or in collusion with others. All Crime Loss sustained as a result of a series of related or continuous acts or omissions or events up to the time of Discovery shall be treated as a single Crime Loss. Crime Loss shall not include wages, salaries, fees, commissions or entitlements earned in the normal course of employment.

1.16 Crisis

An unforeseen event which in the reasonable opinion of the managing director or chief executive officer of the Company has the potential to cause an imminent decrease of more than twenty percent (20%) of the total consolidated annual revenues (calculated with reference to the most recent financial year end) of the Company if left unmanaged.

Provided that, Crisis does not include an event that affects the care industry in general rather than the Company specifically.

1.17 Crisis Expense

The reasonable and necessary fees, costs and expenses paid by a Company for external crisis management services provided in response to a Crisis.

1.18 Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax of such act involving access to, processing of, use of or operation of any Computer System.

1.19 Cyber Crime Loss

Crime Loss resulting from:

- (a) the use of the Company's or an Insured Person's business identity information to access the Company's accounts;
- (b) an email received by an Insured Person containing fraudulent information that deceives the Insured Person to send Money;
- (c) an Insured Person clicking on a phishing link or giving someone remote access to a computer or device of the Company;
- (d) the compromise of the Company's systems or devices by the use of ransomware or malware;
- (e) unauthorised and malicious use of the telephone system of the Company.

1.20 Cyber Incident

- (a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System;
- (b) 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.

1.21 Data

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.

1.22 Director

Any natural person who was, is or shall be:

- (a) appointed to the position of director of the Company;
- (b) appointed to the position of alternate director and acting in that capacity in respect of the Company, regardless of the title that is given to their position; and or
- (c) not validly appointed but acting in the position of a director of the Company.

1.23 Discovers, Discovered or Discovery

The time at which any Responsible Person first becomes aware of or has knowledge of any act, omission or event which has caused any Crime Loss, or which could reasonably be foreseen to give rise to a Crime Loss covered by this Policy, even though the exact amount or details of such Crime Loss, act, omission or event are not known at the time.

1.24 Documents

Deeds, wills, agreements, maps, plans, books, letters, policies, certificates, forms and documents of any nature whatsoever, whether written, printed or reproduced by any method including computer records and electronic data material but shall not include bearer bonds or coupons, stamps, bank or currency notes or any other negotiable instrument.

1.25 Employee

Any natural person under a contract of service or apprenticeship with the Named Insured or its' Subsidiary provided that they fall within the definition of 'worker' under any workers' compensation legislation.

1.26 Employment Practices Breach

Any:

- (a) wrongful termination, dismissal or discharge of employment (either actual or constructive, including breach of an employed contract);
- (b) workplace harassment (whether sexual or otherwise);
- (c) wrongful failure or refusal to hire, wrongful failure or refusal to promote, wrongful demotion, wrongful deprivation of career opportunity, failure to grant tenure of employment, wrongful discipline, or negligent employment evaluation;
- (d) employment related misrepresentation, misleading advertising, discrimination, defamation, invasion of privacy, wrongful infliction of emotional distress, mental anguish, or humiliation; denial of natural justice;
- (e) wrongful failure or refusal to adopt or enforce adequate workplace or employment practices, policies or procedures; or
- (f) retaliatory treatment of an Employee on account of such person exercising their rights under law, refusing to violate any law, disclosing or threatening to disclose any alleged violation of law, or filing or pursuing of any claim under any 'whistleblower' law.

1.27 Extended Reporting Period

The Section Three Extended Reporting Period specified in the Schedule subject to the provisions of Section Three, Clause 3.5 Extended Reporting Period.

1.28 GST, Input Tax Credit and Acquisition

Have the meaning given to those words in A New Tax System (Goods and Services Tax) Act 1999.

1.29 Good Samaritan Acts

Assisting at the scene of a medical emergency, accident or disaster by the Insured or any Employee present either by chance, or in response to an S.O.S. call following a disaster or accident whilst at or in transit to or from the address of the Care Provider, provided however that the Insurer shall not be liable where the Employee was acting at the time under a contract of employment with any employer other than the Insured.

1.30 Group Home

A home in which a group of people in need of care, support or supervision live.

1.31 Hovercraft

Any vessel, vehicle, craft or thing made or intended to travel across land or water on a cushion of air.

1.32 Indemnity Period

Under Section Three, the Period of Insurance and, if exercised, any Extended Reporting Period.

1.33 Insured

Under Section One:

- (a) The Named Insured.
- (b) Subsidiaries (as at the commencement of the Period of Insurance or subsequently constituted or acquired).
- (c) Every Director, executive officer, Employee, partner or shareholder or any voluntary worker, social worker, advisory board member, counsellor or person undertaking work experience, a person participating in an Approved Community Service, but only whilst acting within the scope of their duties in such capacity for or and on behalf of the Named Insured or its' Subsidiary.
- (d) The legal personal representative of any person entitled to indemnity under Clause (a) and (c) in circumstances which give rise to indemnity under this Section.
- (e) Any student of a university or college of advanced education or a TAFE college, other Tertiary institution or Registered Training Organisation assigned to and under the supervision of the Insured but only if the Insured has agreed to provide cover contractually.
- (f) Any Resident.
- (g) Hairdressers, dance exercise or pilates instructors while providing services to Residents and Clients of the Named Insured or its' Subsidiary.
- (h) Every principal, in respect of that principal's vicarious liability for the acts or omissions of one of the Named Insured or its' Subsidiary in respect of the performance by them of work for that principal, but subject always to the extent of coverage and the Limit of Indemnity provided by this Policy.
- (i) Each partner, joint venturer, co-venturer or joint lessee of the Named Insured or its' Subsidiary but only if the Insurer agrees to insure them and the Named Insured agrees to pay the premium the Insurer requires.
- (j) Any Director or senior executive of the Named Insured or its' Subsidiary in respect of private work undertaken by Employees for such Director or senior executive.
- (k) Additional Insureds as specified in the Schedule.

Under Section Two:

- (a) The Named Insured.
- (b) Subsidiaries (as at the commencement of the

Period of Insurance or subsequently constituted or acquired).

- (c) Any person who is, during the Period of Insurance, a principal, partner, director of the Named Insured or its' Subsidiary or an Employee.
- (d) Any former principals, partners, directors of the Named Insured or its' Subsidiary or an Employee.
- (e) Any member of an ethics committee or advisory council set up by or serving the Named Insured or its' Subsidiary.
- (f) Any student of a university or college of advanced education or a TAFE college, other Tertiary institution or Registered Training Organisation assigned to and under the supervision of the Insured but only if the Insured has agreed to provide cover contractually.
- (g) Any current or former, volunteer worker authorised by the Named Insured, its' Subsidiary or an Insured designated in (c) to provide Medical Services.
- (h) The estate, heir or legal representative of an Insured designated in (c), (d), (e) and (g) for that Insured's civil liability.
- (i) Each joint venturer for the Insured's proportion of liability resulting from the Insured's participation in any joint venture in the conduct of the Care Provider, provided that the Insured's income from the joint venture has been declared to the Insurer and assessed for the purposes of calculating the premium.

Under Section Three:

- (a) The Company;
- (b) Insured Persons;
- (c) Any advisory board or consumer body formed with the consent of the Named Insured or its Subsidiary and/or as required by the Aged Care Legislation in Australia.

1.34 Insured Person

- (a) Any natural person who was, now is, or shall be a Director or Officer of the Company, but does not mean a liquidator, external auditor, receiver, receiver and manager, official manager, administrator, trustee or person administering a compromise or scheme of arrangement, of the Company.
- (b) The spouse or domestic partner of any Director or Officer solely to the extent such spouse or partner is the subject of a Claim because of marriage to or relationship with any such Director or Officer and only for the purposes of that spouse or partner's ownership interest in property from which recovery is sought for a Wrongful Act.
- (c) The estate, heir or legal representative of a deceased, incompetent or insolvent Director or Officer for a Wrongful Act of that Director or Officer.

1.35 Insurer

The Insurer(s) specified in the Schedule.

1.36 Internet Liability

- (a) Defamation, whether oral or written;
 - (b) Publication of disparaging material, whether oral or written; or
 - (c) Invasion of or interference with any right of privacy,
- by any Insured solely in connection with the ownership or operation by or on behalf of the Company of a website or web page.

1.37 Interrelated Wrongful Acts

More than one Wrongful Act which have as a common link any fact, circumstance, situation, event or transaction or series of facts, circumstances, situations, events or transactions.

1.38 Inquiry

An inquiry, investigation, examination, or other proceeding relating to the Care Provider where the findings from such inquiry, investigation, examination or other proceeding could lead to a Claim being made against an Insured which may be indemnified under Section Two of this Policy.

Inquiry does not mean an industry based, investigation, examination, inquiry or Royal Commission.

1.39 Loss

Any amount for which the Insured is legally liable on account of a covered Claim or Official Investigation as determined by judgment, order or award or as agreed by the Insurer and includes damages, compensation orders, interest, claimant's costs and expenses and Costs incurred by or on behalf of the Insured.

In the event that the Company is ordered to reinstate or re-employ an Employee, Loss includes salary or wages for the period from the date of purported dismissal or termination to the date of the order.

1.40 Matter

Printed, verbal, audio, visual or other expression.

1.41 Medical Practitioner

A person with a Doctor's qualification or higher who is registered to practice in Australia.

1.42 Medical Services

Nursing and other care related services but does not include services provided by a Medical Practitioner.

1.43 Money

Coin, bank notes, bullion, cheques, travellers cheques, postal orders, money orders and electronically held funds.

1.44 Named Company

The company specified in the Schedule.

1.45 Named Insured

The individuals, company(ies), including the Named Company, and other entities specified as the Insured in the Schedule.

1.46 Non-Executive Director

Any Director who, at the time of the alleged Wrongful Act, is not an Officer or Employee of the Company, or a paid consultant to the Company.

1.47 Occurrence

An event which results in Personal Injury, Property Damage or Advertising Liability neither expected nor intended from the standpoint of the Insured.

1.48 Officer

Any natural person who was, is or shall be:

- (a) a company secretary or public officer of the Company; or (b) where the Company is an incorporated association, an office holder or public officer;
- (c) any Employee who is concerned in, or takes part in the management of the Company, while acting in that capacity.

1.49 Official Investigation

Any official or official civil investigation, examination, hearing, inquiry or other civil proceedings ordered or commissioned by any Authority into the affairs of the Company or the conduct of an Insured Person as a Director or Officer of the Company, notice of which is first served on the Insured during the Period of Insurance;

- (a) Requiring attendance before or the production of documents by the Company or the Insured Person to the Authority;
- (b) Requiring questions to be answered by the Authority;
- (c) Identifying the Company or the Insured Person in writing as a target of an examination, investigation, inquiry or hearing or other proceeding by an Authority

Official Investigation does not include:

- (d) a routine regulatory supervision, inspection or compliance review or hearing, investigation or examination, or inquiry or general industry wide violation review which extend to the Insured;
- (e) a Royal Commission;
- (f) any investigation, examination or inquiry conducted by a parliament, or any committee of a parliament;
- (g) any disciplinary committee of any association or professional body of which the Insured is a member.

1.50 Outside Entity

- (a) Any non-profit organisation (other than the Company) whether incorporated or unincorporated, which is exempt from the payment of income tax under State or Federal law; and
 - (b) Any for-profit organisation specified in the Schedule,
- provided that such organisation is not domiciled or incorporated in the United States of America or the Dominion of Canada or their territories or protectorates.

1.51 Outside Entity Directorship

The position of director, officer, secretary or equivalent, held by an Insured Person in an Outside Entity, provided that such position is assumed and maintained with the knowledge and consent of the Company.

1.52 Period of Insurance

The period specified in the Schedule applicable to each Section.

1.53 Permanent Accommodation

A premises including but not limited to a residential property, hotel, serviced apartment, Group Home provided by the Insured where a Client or Resident resides for more than 30 consecutive days.

1.54 Personal Injury

- (a) Bodily injury including death and illness, disability, shock, fright, mental anguish, mental injury;
- (b) The effects of false arrest, wrongful detention, false imprisonment or malicious prosecution;
- (c) The effects of wrongful entry or eviction; or
- (d) The effects of assault and battery not committed by or at the direction of the Insured unless reasonably committed for the purpose of preventing or eliminating danger to persons or property.

1.55 Policy

This policy wording, the Schedule and any endorsements.

1.56 Pollutants

Any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals, or any waste materials, recycled, reconditioned or reclaimed materials, or any other air emission, odour, waste water, oil, oil products, infectious or medical waste, or any noise emission.

1.57 Pollution

The discharge, dispersal, release, seepage, migration or escape of Pollutants into or upon land, the atmosphere, or any water course or body of water.

1.58 Products

Anything (after it has ceased to be in the physical custody of or under the control of the Insured) grown, manufactured, processed, treated, extracted, produced, supplied, distributed, sold, imported, repaired, serviced, installed, assembled, erected or constructed by the Insured, including packaging and containers.

1.59 Property

Tangible property other than Money or Securities.

1.60 Property Damage

- (a) Physical damage to or loss or destruction of tangible property including any resultant loss of use of that property; or
- (b) Loss of use of tangible property which has not

been physically damaged, lost or destroyed provided such loss of use is caused by an Occurrence.

1.61 Regulatory Authority

A person or entity appointed, constituted or acting under a delegation pursuant to any Act for the purposes of enforcement of such Act or another Act, including a person or entity authorised to collect monies payable to the Consolidated Revenue Fund, Consolidated Fund or any other such fund.

1.62 Resident

Any person residing at a Group Home or shared accommodation premises operated by the Named Insured or its' Subsidiaries.

1.63 Responsible Person

Any person appointed by the Company with responsibility for monitoring or reporting loss, or a Director, Officer, senior manager or equivalent of the Company.

1.64 Retroactive Date

The Retroactive Date(s) applicable to Sections as specified in the Schedule.

1.65 Return

Any return, legally required to be, and actually lodged with, a government or government authority or agency by the Corporation or on its behalf.

1.66 Schedule

The Policy Schedule issued by Pen Underwriting.

1.67 Securities

Shares, stock, scrip, transfers, certificates, bond, coupons and all other types of securities, and all negotiable and non-negotiable instruments or contracts representing either Money, shares or other property, but not including Money.

1.68 Senior Counsel

A practising barrister who is entitled to use the post-nominals QC or SC.

1.69 Sexual Abuse

Any assault or abuse of a sexual nature, sexual molestation, indecent exposure, sexual harassment or intimidation, whether such act is the subject of criminal proceedings or not.

1.70 Subsidiary

Any entity over which the Named Company is in a position to exercise effective direction or control through ownership or control of more than fifty percent (50%) of the issued voting shares of that entity, or any entity deemed at law to be a subsidiary of the Named Company and or of the Named Insured provided its' place of incorporation is within Australia.

1.71 Takeover

- (a) The acquisition by any person or entity of more than fifty percent (50%) of the shareholding of the Named Company representing the present right to vote for the election of directors; or
- (b) The merger of the Named Company into another

entity such that the Named Company is not the surviving entity.

1.72 Tax Audit

An examination of the Company's taxation affairs to check compliance with tax laws relating to capital gains tax, sales tax, income tax, fringe benefits tax, superannuation payments tax or termination payments tax.

1.73 Tax Audit Costs

The reasonable fees, charges or disbursements of an independent accountant or registered tax agent retained by the Company, other than a Director, Officer or Employee of the Company, for work undertaken in response to a Tax Audit Notice for a period not exceeding twelve (12) months.

1.74 Tax Audit Notice

Any notification from the Australian Taxation Office informing the Company that the Australian Taxation Office will be conducting a Tax Audit.

1.75 Territorial Limits

Under Section One, anywhere in the world subject to Exclusion 2.8 Exports to the United States of America or Canada and Exclusion 2.21 Territorial Limits.

1.76 Third Party

Any natural person. Third Party does not include Employees.

1.77 Third Party Discrimination or Sexual Harassment

- (a) Discrimination against a Third Party based upon such Third Party's race, colour, religion, creed, age, sex, disability, marital status, national origin, pregnancy, HIV status, sexual orientation or preference or protected military status or other status which is protected pursuant to law;
- (b) Sexual harassment, including unwelcome sexual advances, requests for sexual favours or conduct of a sexual nature against a Third Party.

1.78 Vehicle

Any type of machine on wheels (other than a motorised wheelchair/Scooter) or self laid track made or intended to be propelled by other than manual or animal power and any trailer or other attachment made or intended to be drawn by any such machine.

1.79 Watercraft

Any vessel, craft or thing made or intended to float on or in or travel on or through or under water.

1.80 Wrongful Act

Any actual or alleged error, omission, misleading statement, neglect, breach of duty, breach of trust, or other actual, alleged or attempted act by any of the Insured Persons, while acting in their capacity as Director, Officer or Employee, or by the Company.

Provided that Wrongful Act does not include an Employment Practices Breach, Third Party

Discrimination or Sexual Harassment or Internet Liability.

SECTION ONE GENERAL LIABILITY

1. COVER

1.1 Liability

The Insurer will indemnify the Insured for all sums which they become legally liable to pay as compensation (including costs awarded against the Insured) in respect of:

- (a) Personal Injury;
- (b) Property Damage;
- (c) Advertising Liability,

happening during the Period of Insurance and caused by an Occurrence within the Territorial Limits in connection with the Care Provider.

1.2 Costs, Expenses and Interest

With respect to the indemnity provided by Clause 1.1, the Insurer will:

- (a) defend, in the Insured's name and on the Insured's behalf, any claim or legal action against the Insured, even if any of the allegations are groundless, false or fraudulent, and the Insurer shall have full discretion in the defence, investigation, negotiation and settlement of any claim or legal action;
- (b) pay all charges, expenses and legal costs recoverable from or awarded against the Insured in any claim or legal action;
- (c) pay the reasonable and necessary legal costs and expenses incurred by the Insurer and or by the Insured, with the Insurer's prior written consent in the defence, investigation, negotiation or settlement of any claim or legal action, including any appeal in connection with such legal action;
- (d) pay all interest, including pre-judgement accruing on the Insurer's portion of any judgement until the Insurer has paid, tendered or deposited such part of the settlement or judgement that does not exceed the Limit of Indemnity;
- (e) pay expenses incurred by the Insured for first aid, surgical, medical and or therapeutic relief rendered to others at the time of Personal Injury caused by an Occurrence (other than any medical expenses which the Insurer is prohibited from paying by law);
- (f) pay the reasonable expenses to make safe the Insured's Property to prevent Personal Injury or Property Damage which would be the subject of indemnity and up to the sub-limit specified in the Schedule for the Period of Insurance.

The Insurer's liability to pay costs, expenses and interest under this Clause is in addition to the Limit of Indemnity, provided that:

- (g) the Insurer will not be obliged to pay any claim or judgement or to defend any claim or legal action after the Limit of Indemnity has been exhausted by payment of judgements or settlements.
- (h) if a payment exceeding the Limit of Indemnity has to be made to dispose of a claim or legal action, the Insurer's liability to pay any costs, expenses and interest under Clauses 1.2(a) to (f) will be limited to that proportion of those costs, expenses and interest as the Limit of Indemnity

bears to the amount paid to dispose of the claim.

1.3 Limit of Indemnity

- (a) The Section One Limit of Indemnity is specified in the Schedule.
- (b) The maximum liability in respect of any claim or any series of claims for Personal Injury, Property Damage or Advertising Liability caused by or arising out of one Occurrence shall not exceed the Limit of Indemnity.
- (c) The Insurer's aggregate liability for the Period of Insurance for all claims arising out of Products shall not exceed the Limit of Indemnity.
- (d) All Personal Injury, Property Damage or Advertising Liability arising out of continuous or repeated exposure to substantially the same general conditions or circumstances will be construed as arising out of one Occurrence.

1.4 Excess

- (a) The Section One Excess is specified in the Schedule.
- (b) The Insured shall be liable to pay the amount of the Excess specified in the Schedule, being the first amount of all claims including any costs and expenses in respect of each Occurrence.
- (c) The Excess shall also apply to Clause 1.2.

1.5 Cross Liability

Where more than one party comprises the Insured each of the parties will be considered as a separate and distinct party and the word Insured shall be construed as applying to each party in the same manner as if a separate policy had been issued to each of them provided that nothing in this Clause will result in an increase in the Limit of Indemnity in respect of any one Occurrence or Period of Insurance.

2. EXCLUSIONS

In addition to the General Exclusions, the Insurer shall not be liable under this Section to provide indemnity in respect of any liability, loss, cost or expense directly or indirectly caused by, arising out of or in connection with:

2.1 Adventure Activities

adventure activities such as Water Sports, rock climbing, horse riding, abseiling, bouldering, giant swings/flying foxes, paintball/skirmish, trail/motor bikes, snow skiing/snow boarding, bungee jumping, (unless conducted by a third party who has their own liability insurance in place).

For the purpose of this endorsement, Water Sports includes but is not limited to boating, sailing, fishing from a boat, water skiing, wakeboarding, water sports with power boards, jet skiing, kayaking/canoeing and white/black water rafting, surfing and paddle boarding, spear fishing, snorkelling and scuba diving

2.2 Aircraft, Watercraft and Hovercraft

- (a) the ownership, maintenance, operation or use by the Insured or on behalf of the Insured of any Aircraft;
- (b) the ownership, maintenance, operation or use by the Insured or on behalf of the Insured of:
 - (i) any Watercraft exceeding ten (10) metres in length, except where such Watercraft are owned or operated by others and used by the Named Insured for business entertainment; or
 - (ii) Hovercraft;
- (c) Products that are Aircraft component parts where such component parts affect the safety, flight controls or take-off or landing of an Aircraft.

2.3 Assault and Battery

assault and battery committed by or at the direction of the Insured unless reasonably committed for the purpose of preventing or eliminating danger to persons or property.

2.4 Construction

site development or the erection, demolition, alteration of and or addition to buildings where the total contract value of the project exceeds \$250,000.

2.5 Contractual Liability

any obligation assumed by the Insured under any agreement or contract except to the extent that:

- (a) the liability would have been implied by law in the absence of the agreement or contract;
- (b) the liability arises from a provision in a contract for lease of real or personal property other than a provision which obliges the Insured to effect insurance or provide indemnity in respect of the subject matter of that contract;
- (c) the liability is assumed by the Insured under a warranty of fitness or quality as regards to Products;
- (d) arises under any written contract with any authority or entity responsible for the supply of electricity, fuel, gas, natural gas, air, water, sewerage reticulation control systems, waste disposal facilities, telephone and communication services or other essential services, except those contracts in connection with work done for such authorities or entities;
- (e) arises under any contract, warranty or agreement to indemnify or not seek contribution, recovery or indemnity from a Statutory Authority, Government Agency or Department,

but this Exclusion will not apply to liabilities assumed under the contracts specifically designated in the Schedule or in any Endorsement for the purposes of Contractual Liability cover.

2.6 Defamation

defamation:

- (a) resulting from statements made prior to the commencement of the Period of Insurance; or

- (b) resulting from statements made by or at the direction of the Insured with knowledge of its falsity; or
- (c) related to advertising, broadcasting or telecasting activities conducted by or on behalf of the Insured.

2.7 Employment Liability

Personal Injury:

- (a) imposed by any workers' compensation law;
- (b) imposed by the provision of any industrial award, agreement or determination or any contract of employment or workplace agreement; or
- (c) arising out of or in respect of an Employment Practices Breach.

2.8 Exports to the United States of America or Canada

Products knowingly exported by the Insured or its agents, to the United States of America or Canada or any territory coming within the jurisdiction of the Courts of the United States of America or Canada.

2.9 Faulty Workmanship

the cost of making good, replacing, repairing, re-performing, correcting, improving or reinstating any work performed by or on behalf of the Insured which is defective or deficient.

Provided that this Exclusion shall not exclude liability for costs incurred to rectify any part or parts of the property which itself are free of defect and deficiency, but are damaged as a consequence.

2.10 HIV/AIDS

- (a) the Human Immune Deficiency Virus (HIV) or any mutation, derivation or variation thereof, or
- (b) any HIV related illness including but not limited to Acquired Immune Deficiency Syndrome (AIDS) or any mutation, derivation or variation thereof.

2.11 Injury to Internal Workers

Personal Injury incurred by any Employee of the Insured.

2.12 Loss of Use

loss of use of tangible property which has not been physically damaged, or lost or destroyed resulting from:

- (a) a delay in or lack of performance by or on behalf of the Insured of any agreement; or
- (b) the failure of Products to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by the Insured, provided that this Exclusion does not apply to the loss of use of other tangible property resulting from the sudden and accidental physical damage to, or loss of or destruction of the Products after they have been put to use by any person or organisation other than the Insured.

2.13 Mechanical Amusement Devices

the operation or use of a mechanical amusement

device, provided that this Exclusion shall not apply to the Insured's liability where the device was under the supervision and control of an experienced and or qualified person (other than an Insured).

2.14 Participation and Contact Sport

any person participating in a contact sport, adventure activity or display involving athletic, acrobatic, military or equestrian skill or the use of firearms, explosives or combustibles or missiles of any kind. Provided that this Exclusion shall not apply to the Insured's liability for any adventure activity or display involving athletic, acrobatic or equestrian skill while supervised by an experienced and or qualified person (other than an Insured).

2.15 Pollution

the discharge, dispersal, release, seepage, migration or escape of Pollutants into or upon

- (a) land, the atmosphere, or any water course or body of water, provided that this Exclusion does not apply if such discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place.
- (b) any costs and expenses incurred in the prevention, removal, nullifying or cleaning-up of such contamination or Pollutants provided that this Exclusion does not apply to the clean-up, removal or nullifying expenses, which are solely consequent upon a sudden, identifiable, unexpected, unintended happening taking place in its entirety at a specific time and place which results in Personal Injury or Property Damage.
- (c) the actual, alleged or threatened discharge, dispersal, release, seepage, migration or escape of Pollutants caused by any Product that has been discarded, dumped, abandoned or thrown away by others.
- (d) the actual, alleged or threatened discharge, dispersal, release, seepage, migration or escape of Pollutants in the United States of America or Canada or in any other state or territory to which the laws of the United States of America or Canada apply.

The liability of the Insurer under Clauses 2.15(a) and 2.15(b) in respect of any discharge, dispersal, release, seepage, migration or escape and for all discharges, dispersals, releases and escape of Pollutants during any one Period of Insurance will not exceed the Limit of Indemnity.

2.16 Product Defect

Property Damage to Products if the Property Damage is attributed to any defect in them or to their harmful nature or unsuitability but this Exclusion does not apply to the cost of replacing, repairing, making good or reinstating any property of which the Product forms a component part.

2.17 Product Recall

the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of Products or of any property of which they form a part,

if such Products or property are withdrawn from the market or from use because of any known or suspected defect, deficiency, inadequacy or dangerous condition in them.

2.18 Professional Liability

any:

- (a) rendering or the failure to render professional services or advice or any act error or omission connected therewith;
- (b) professional services, treatment, advice or any act error or omission of a Medical Practitioner;
- (c) the provision of or failure to render Medical Services, advice, treatment to any person admitted to the Insured's care or in the Insured's care.

This Exclusion does not apply to the provision of first aid to persons who are not Residents or otherwise Clients of the Insured.

2.19 Property in Care, Custody or Control

Property Damage to:

- (a) property owned by or leased or rented to the Insured; or
- (b) property in the physical or legal control of the Insured.

But this Exclusion does not apply to liability for Property Damage to:

- (c) premises (including landlord's fixtures and fittings) which are leased or rented to the Insured;
- (d) premises (or their contents) not owned, leased or rented but temporarily occupied by the Insured for work therein;
- (e) Vehicles (not belonging to or used by the Insured) in the physical or legal control of the Insured where the Property Damage occurs while the Vehicles are in a car park owned or operated by the Insured, unless the Insured owns or operates the car park for reward;
- (f) the property of an Employee of the Insured specified in Clause (a) and (b) of Definition 1.33 Insured;
- (g) other property temporarily in the Insured's physical or legal control but no indemnity is granted for liability in respect of Property Damage to that part of any property upon which the Insured is or has been working. The sub-limit under this Clause (h) shall not exceed the amount specified in the Schedule for any one Occurrence and in the aggregate for any one Period of Insurance.

Provided that the Insurer will not indemnify the Insured in respect of liability assumed by the Insured under any contract or agreement which requires the Insured to effect material damage insurance on premises, property or goods which are not owned by the Insured.

2.20 Sexual Abuse

any liability arising from actual or alleged sexual abuse except cover provided under the extension Sexual Abuse of this section.

2.21 Territorial Limits

- (a) claims made or actions instituted within any country, state or territory (outside Australia) that require insurance to be effected or secured with an insurer or organisation licensed in that country, state or territory to grant such insurance; or
- (b) claims made and actions instituted within the United States of America or Canada or any other state or territory coming within the jurisdiction of the courts of the United States of America or Canada;
- (c) or claims or actions to which the laws of the United States of America or Canada apply

Provided that:

- (d) Clauses 2.21(b) and 2.21(c) do not apply to claims and actions arising from the presence outside Australia of any Employees and/or directors, partners or proprietors of the Insured who are normally resident in Australia and who are not undertaking manual work or supervision of work of any kind while in the United States of America or Canada or to carers' escorting and or caring for a Client while the Client is visiting or vacationing in the United States of America or Canada;
- (e) the Limit of Indemnity in respect of coverage provided under Clause 2.21(d) is inclusive of all costs, expenses and interest set out in Clause 1.2.

2.22 Vehicles

the ownership, possession, operation, maintenance or use by or on behalf of the Insured of any Vehicle:

- (a) which is registered or which is required under any legislation to be registered; or
- (b) in respect of which compulsory liability insurance or statutory indemnity is required by virtue of any legislation (whether or not that insurance is effected).

Clauses 2.22(a) and 2.22(b) do not apply to:

- (c) Personal Injury where:
 - (i) that compulsory liability insurance or statutory indemnity does not provide indemnity; and
 - (ii) the reason or reasons why that compulsory liability insurance or statutory indemnity does not provide indemnity do not involve a breach by the Insured of legislation relating to Vehicles.
- (d) Personal Injury or Property Damage arising from the delivery or collection of goods to or from any Vehicle where such Personal Injury or Property Damage occurs beyond the limits of any carriageway or thoroughfare.
- (e) Property Damage arising out of and during the loading or unloading of goods to or from any Vehicle.
- (f) Property Damage caused by the legal operation of their own Vehicle by an Employee or volunteer of the Named Insured or a Subsidiary while acting in that capacity.

- (g) Property Damage caused by the use of any tool or plant forming part of or attached to or used in connection with any Vehicle.

3. EXTENSIONS

Where the Extension is shown in the Schedule as included, the Insurer agrees to extend indemnity under this Section as stated in the Extension and subject to all the terms of this Policy.

The Extensions do not increase the Limit of Indemnity.

3.1 Sexual Abuse Extension

Subject to the applicable excess stated in the Schedule, the Insurer agrees to indemnify the Insured against all sums which the Insured becomes legally liable to pay as compensation (excluding punitive, exemplary, aggravated and/or multiple damages) as a result of a Claim first made against the Insured and notified in writing to the Insurer during the Period of Insurance by reason of Personal Injury arising out of any actual, alleged or attempted Sexual Abuse within the Territorial Limits in connection with the Care Provider.

The maximum amount payable by the Insurer under this extension for all such Claims during the Period of Insurance is the sub-limit of indemnity specified in the Schedule.

The Limit of Indemnity is inclusive of any amounts payable under this extension in respect of defence costs covered under this Policy but does not include costs incurred by the Insurer in determining whether the Policy provides insurance to the Insured.

Exclusions applicable to this extension

The Insurer shall not be liable for any:

- (a) liability arising from Sexual Abuse which occurred or is alleged to have occurred prior to the Retroactive Date specified in the Schedule;
- (b) Claim made, threatened or intimated against an Insured prior to the commencement of the Period of Insurance;
- (c) circumstances that the Insured was aware of before the commencement of the Period of Insurance that might give rise to a Claim;
- (d) circumstances that have been notified during a prior period of insurance or as part of the insurance renewal process, and where a subsequent Claim arises out of such previously notified circumstances during the period of insurance. However this clause (d) shall not apply where the Insurer was the Insurer during the period of insurance that such circumstance(s) were first notified to the Insurer.
- (e) liability of any perpetrator or alleged perpetrator of any Sexual Abuse; or
- (f) the Sexual Abuse is committed with the Insured's consent or knowledge; or
- (g) the Sexual Abuse is committed against any Employee of the Insured; or
- (h) fines or penalties or the costs of defending any

criminal proceedings.

If the Insured was aware of any circumstances that might give rise to a Claim under this extension prior to the Period of Insurance and had not notified the Insurer of such circumstances prior to the commencement of the Period of Insurance, then exclusionary Clause (c) above will not apply to the notification of a Claim resulting from such circumstances, provided that:

- (i) the failure to notify such facts was not a result of fraudulent misrepresentation or fraudulent non-disclosure by the Insured; and
- (ii) the Insured had been insured continuously under the Pen Home and Community Care Combined Liability Insurance Policy at the time the Insured first became aware of such circumstances, and the alleged Sexual Abuse occurred after the Retroactive Date specified in the Schedule; however
- (iii) indemnity will only be considered under the Terms and Conditions of the policy (including Limit of Indemnity and Excess) in force when the Insured first became aware of such circumstances; and
- (iv) the Insurer will reduce its liability to the extent of any prejudice suffered as a result of the failure to notify such facts giving rise to a Claim prior to the Period of Insurance.
- (v) any liability to pay compensation where the insured or any of its executive officers knew or ought reasonably to have known that the actual or alleged perpetrator of the Sexual Abuse had previously:
 - i. committed sexual abuse; and/or
 - ii. been convicted of committing sexual abuse; and/or
 - iii. been charged with any offence relating to sexual abuse; and/or
 - iv. been the subject of a prior complaint in respect of Sexual Abuse while being a representative, member, employee, volunteer or service provider of yours, which had not been dealt with by you in accordance with your prevention and reporting of abuse policy.

extension.

Conditions applicable to this Extension

For the purposes of this extension in respect of Sexual Abuse, the Insured shall bear the first \$25,000 (costs inclusive) of each and every Claim or series of Claims.

All acts of Sexual Abuse or attempt(s) thereat suffered by an individual claimant shall be deemed to be arising out of the one originating cause. If there is more than one claimant, all acts of sexual abuse or attempt(s) thereat suffered by each individual claimant shall be deemed to be arising out of separate original causes.

For the purposes of this extension, the Insured must notify the Insurer in writing as soon as the Insured first becomes aware of a Claim under this

SECTION TWO PROFESSIONAL AND MALPRACTICE LIABILITY

1. CIVIL LIABILITY INSURING CLAUSE

The Insurer agrees to indemnify the Insured for civil liability for any Claim first made against the Insured and notified to the Insurer during the Period of Insurance arising from the conduct of the Care Provider, including, but not limited to, any Claim arising from:

1.1 Breach of Professional Duty

breach of professional duty.

1.2 Malpractice Liability

the provision of Medical Services;

1.3 Defamation

defamation.

1.4 Intellectual Property Infringement

unintentional infringement of intellectual property rights;

1.5 Australian Consumer Law

unintentional breaches of the Competition and Consumer Act 2010 (Cth) where the Insured's conduct is or is alleged to be:

- (a) misleading or deceptive, or likely to mislead or deceive;
- (b) the making of false or misleading representations;
- (c) unconscionable; or
- (d) in breach of a warranty implied into a contract for the provision of services.

1.6 Dishonesty

dishonest, fraudulent, criminal or malicious acts or omissions of any Insured, provided that:

- (a) there is no indemnity for any Claim directly or indirectly based upon, attributable to, or in consequence of loss of money, negotiable instruments, stamps, bearer bonds or coupons, bank or currency notes, electronic funds, or records of electronic funds; and
- (b) there is no indemnity to any Insured who committed or condoned any such act or omission.

1.7 Privacy Breach

unintentional breach of:

- (a) a duty of confidentiality owed to a Resident or Client of the Care Provider;
- (b) privacy legislation including the Privacy Act 1988 (Cth) and My Health Records Act 2012 (Cth) and similar State legislation,

provided that the Insurer's liability to indemnify the Insured for Privacy Breaches, including Costs, shall not exceed the sub-limit specified in the Schedule for the Period of Insurance.

2. COSTS INSURING CLAUSE

The Insurer agrees to pay the Costs incurred with the prior written consent of the Insurer in the investigation, defence or settlement of any Claim

indemnified under Insuring Clause 1 in addition to the Limit of Indemnity and up to a maximum of fifty percent (50%) of that Limit of Indemnity.

3. LIMIT OF INDEMNITY AND EXCESS

- (a) The Section Two Limit of Indemnity is specified in the Schedule.
- (b) Sub-limits form part of and are not in addition to the Limit of Indemnity.
- (c) The Section Two Aggregate Limit is specified in the Schedule.
- (d) The Section Two Excess is specified in the Schedule. The Excess is payable by the Insured and is the first amount payable for all Claims. The Excess is inclusive of Costs.
- (e) Where more than one Excess is applicable, only the largest single applicable Excess shall apply.
- (f) All Claims which arise from a single act, error or omission, or which arise from causally connected or interrelated acts, errors or omissions shall be regarded as one Claim and the Limit of Indemnity and Excess shall apply accordingly.

4. EXTENSIONS

The Insurer agrees to extend indemnity under this Section as stated in each of the Extensions and subject to all the terms of this Policy. The Extensions do not increase the Limit of Indemnity or the Aggregate Limit.

4.1 Advancement of Costs

The Insurer agrees to pay Costs as and when they are incurred provided that:

- (a) the Insurer has not denied indemnity for the Claim; and
- (b) the written consent of the Insurer is obtained prior to the Insured incurring Costs.

The advanced defence costs must be reimbursed to the Insurer by each Insured severally according to their respective interests if, and to the extent that, it is subsequently determined that indemnity is not available for the Claim.

4.2 Board of Management and Committees

The Insurer agrees to indemnify members of the Insured's:

- (a) board of management;
- (b) disciplinary, ethics, business practice, examining committee or research body committee,

in respect of the conduct of the Care Provider.

4.3 Continuous Cover

Notwithstanding General Exclusion 1.6 Known Claims and Circumstances, the Insurer agrees to indemnify the Insured under the Insuring Clauses for any Claim first made against the Insured during the Period of Insurance arising from facts, matters or circumstances of which the Insured was aware prior to the Period of Insurance provided that:

- (a) at the time that the Insured first become aware of the facts, matters or circumstances, the Insured held a similar policy issued by Pen

Underwriting on behalf of an Insurer(s) and the Insured has since maintained uninterrupted insurance of a similar type with an Insurer(s) via Pen Underwriting.

- (b) the Insured first became aware of the fact, matter or circumstance giving rise to the Claim after the Continuity Date specified in the Schedule;
- (c) there is an absence of fraudulent non-disclosure;
- (d) 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 facts, matters or circumstances and this Policy. The terms of this Policy shall otherwise apply;
- (e) the Excess under this Extension shall be the greater applicable under the terms of the Policy in force at the time that the Insured first became aware of the facts, matters or circumstances and this Policy;
- (f) the terms of this Policy shall otherwise apply.

4.4 Emergency First Aid / Good Samaritan Acts

The Insurer agrees to provide indemnity in respect of a Claim made against an Insured's Employee assisting at the scene of a medical emergency, accident or disaster whether being present either by chance, or in response to an S.O.S. call while at or in transit to or from the Care Provider.

4.5 Inquiry Costs

The Insurer agrees to indemnify the Insured for Costs in connection with an Inquiry provided that:

- (a) notice of the Inquiry is first received by the Insured and notified to the Insurer during the Period of Insurance;
- (b) the Insured's attendance is directly related to the Insured's conduct of the Care Provider;
- (c) the Insurer's written consent is obtained prior to Costs being incurred;
- (d) the Insurer shall be entitled to nominate lawyers to represent the Insured; and
- (e) the Insurer's aggregate liability to indemnify the Insured under this Extension shall not exceed the sub-limit specified in the Schedule for the Period of Insurance;
- (f) there is no cover available under this Extension to the extent that the Insured is entitled to be indemnified under Section Three Extension 3.6 Official Investigations.

4.6 Loss of Documents

The Insurer agrees to indemnify the Insured against all costs and expenses reasonably incurred in replacing and or restoring lost or damaged Documents, provided that:

- (a) such loss or damage is sustained during the Period of Insurance and notified to the Insurer during the Period of Insurance and within twenty-eight days of the loss or damage;
- (b) at the time the loss or damage was sustained, the Documents were in the Insured's physical

custody or control in the course of the normal conduct of the Care Provider;

- (c) the costs and expenses shall be substantiated by invoices and accounts, which shall be subject to approval by the Insurer; and
- (d) the Insurer's liability to indemnify the Insured under this Extension shall not exceed the sub-limit specified in the Schedule for the Period of Insurance.

4.7 Malpractice Liability

The Insurer agrees to indemnify the Insured under the Insuring Clauses for the Insured's liability for;

- (a) the conduct of any nurse, employee or volunteer worker ;or
- (b) the vicarious liability that arises out of the conduct of any consultant or contractor in the provision of Medical Services

4.8 Online Medicare Benefit Fraud

The Insurer agrees to indemnify the Insured under the Insuring Clauses against any Claim directly resulting from the dishonest or fraudulent input, deletion or modification of data on HIC Online by an Employee, officer or other natural person (whether acting alone or in collusion with any other person) which results in the payment of a benefit or funds to any person (other than the Insured) who has no legal entitlement to the benefit or funds, provided that:

- (a) there is no indemnity for any Insured who committed or condoned the dishonest or fraudulent conduct;
- (b) there is no indemnity for any such dishonest or fraudulent conduct occurring after the date of the Insured's first discovery or after the date upon which the Insured had reasonable cause for suspicion of such conduct;
- (c) the Insurer's liability to indemnify the Insured under this Extension shall not exceed the sub-limit specified in the Schedule for the Period of Insurance.

4.9 Previous Business

The Insurer agrees to extend indemnity under the Insuring Clauses to the Directors, partners or principals of the Insured specified in Definitions 1.33(a) and 1.33(b) Insured under Section Two where the Claim arises from their conduct of a previous care provider business.

4.10 Principals

The Insurer agrees to provide indemnity in respect of any Claim made against a principal for whom the Insured is or has been working in respect of that principal's vicarious liability for any act, error or omission committed or alleged to have been committed by the Insured, subject always to the terms and conditions of this Policy.

4.11 Run-Off Cover

The Insurer agrees that where the Named Company or its' Subsidiary ceases to exist or operate or is consolidated with, merged into or acquired by any other entity then the coverage provided to any Insured under this Policy with respect to that entity shall

continue until the expiry of the Period of Insurance but:
(a) only in respect to the conduct of the Insured prior to; and

(b) provided that there is no cover available under Extension 4.3 Continuous Cover after,

the date that the entity ceased to exist, operate or was consolidated with, merged into or acquired by any other entity.

4.12 Statutory Liability

Provided that it is not prohibited by law and, notwithstanding General Exclusion 1.5 Fines and Penalties, the Insurer agrees to extend indemnity to the Insured against pecuniary fines and penalties awarded in and under the laws of Australia in respect of:

(a) and notwithstanding Exclusion 5.14 Pollution, a strict liability offence in connection with Pollution;

(b) a strict liability offence in connection with a breach of any work health and safety law or regulation, provided that:

(c) the summons or charge commencing the criminal proceeding against the Insured was first received by the Insured and notified to the Insurer during the Period of Insurance;

(d) the act or omission giving rise to the pecuniary fine or penalty was not reckless, grossly negligent or an intentional violation of any law or regulation;

The Insurer will also indemnify the Insured against defence costs incurred with the prior written consent of the Insurer in the defence or settlement of that pecuniary fine or penalty.

The Insurer's liability under this Extension, inclusive of Costs, shall not exceed the sub-limit specified in the Schedule.

5. EXCLUSIONS

In addition to the General Exclusions, the Insurer shall not be liable under this Section to provide indemnity in respect of any liability, loss, cost or expense directly or indirectly caused by, arising out of or in connection with:

5.1 Abuse

any physical, psychological and/or sexual abuse of any person.

5.2 Adventure Activities

Water Sports, rock climbing, horse riding, abseiling, bouldering, giant swings/flying foxes, paintball/skirmish, trail/motor bikes, snow skiing/snow boarding, bungee jumping, (unless conducted by a third party who has their own liability insurance in place).

For the purpose of this endorsement, Water Sports includes but is not limited to boating, sailing, fishing from a boat, water skiing, wakeboarding, water sports with power boards, jet skiing, kayaking/canoeing and white/black water rafting, surfing and paddle boarding, spear fishing, snorkelling and scuba diving.

5.3 Assumed Liability

any contractual liability or any liability assumed under any warranty, guarantee or indemnity.

5.4 Directors' and Officers' Liability

any Insured's functions or duties as a director or officer of an incorporated entity.

5.5 Dishonesty, Recklessness and Wilful Breach

(a) any actual or alleged dishonest, fraudulent, criminal or malicious act or omission of any Insured or their consultants or agents, unless covered by Insuring Clause 1.6 Dishonesty;

(b) any actual or alleged wilful breach of any duty by any Insured or their consultants or agents unless covered by Insuring Clause 1.6 Dishonesty;

(c) any act or omission of any Insured or their consultants or agents recklessly or alleged to have been committed with a reckless disregard for the consequences thereof; or

(d) any actual or alleged wilful breach of any statute or contract by any Insured or their consultants or agents.

5.6 Employer's Liability

(a) death, bodily injury, mental injury, illness or disease of any Employee, or damage to or destruction of any property of any Employee, arising out of, or in the course of, their employment; or

(b) any breach of any obligation owed by an Insured as an employer to any Employee or applicant for employment, or any dispute in connection with employment.

5.7 Euthanasia/ Voluntary Assisted Dying

procedure or advice rendered concerning Euthanasia/voluntary assisted dying.

5.8 HIV/AIDS

(a) the Human Immune Deficiency Virus (HIV) or any mutation, derivation or variation thereof, or

(b) any HIV related illness including but not limited to Acquired Immune Deficiency Syndrome (AIDS) or any mutation, derivation or variation thereof.

5.9 Injectable Medications

(a) any injectable medications as prescribed by a Medical Practitioner that are not a set fixed dose unless the injection is administered by a nurse.

(b) any injectable medication as prescribed by a Medical Practitioner with a set fixed dose where the support worker providing the injection has not been suitably trained by a health practitioner to perform that duty.

5.10 Intellectual Property Infringement

any infringement of intellectual property rights, unless covered by Insuring Clause 1.4 Intellectual Property Infringement.

5.11 Intoxicants and Drugs

services rendered by any Insured while under the influence of intoxicants or drugs if the rendering of such service took place with the knowledge of a Director, partner, administrator, supervisor, manager or proprietor of the Insured.

5.12 Legal / Financial / Accounting Advice

any legal, accounting, taxation, or financial advice provided by any Insured other than NDIS Plan Management and/or Aged Care Plan Management.

obtained within, or determined pursuant to the laws of the United States of America or the Dominion of Canada or their territories or protectorate.

5.13 Medical Practitioners

- (a) Insured acting in their capacity as a Medical Practitioner.
- (b) any Claim by or on behalf of a Medical Practitioner against the Insured in relation to the care, treatment, advice, goods or services in respect to the physical or mental health of a person;
- (c) the enforcement of an indemnity between the Insured and the Medical Practitioner.

5.14 Pollution

- (a) the actual or alleged discharge, release or escape of Pollutants; or
- (b) any enforcement action or proceeding in connection with the containment, clean up, removal or treatment of such Pollutants.

5.15 Professional Fees, Profit and Trading Debts

- (a) professional fees or charges rendered by the Insured; or
- (b) any trading debt, loan, or personal debt of any Insured.

5.16 Products and Workmanship

- (a) the sale, distribution, manufacture, installation, construction, alteration, repair, servicing or treating of any goods or products by or on behalf of any Insured; or
- (b) any actual or alleged faulty or inadequate workmanship.

5.17 Property

- (a) the ownership or occupation of any real property by the Insured.
- (b) property damage, loss or loss of use of property, including any consequential loss, other than as covered under Extension 4.6 Loss of Documents.

5.18 Related Parties

any actual or alleged liability to any Subsidiary, parent company, or any firm, company or partnership in which any Insured has a financial or executive interest unless such Claim originally emanates from an independent and unrelated third party.

5.19 Retroactive Liability

the conduct of the Care Provider prior to the Retroactive Date.

5.20 The Australian Consumer Law

any breaches of The Australian Consumer Law unless covered by Insuring Clause 1.5 Australian Consumer Law.

5.21 United States of America and Canada

- (a) any claim brought in a court of law within the territorial limits of the United States of America or the Dominion of Canada or their territories or protectorates; or
- (b) the enforcement of any judgment, order or award

SECTION THREE MANAGEMENT LIABILITY

1. INSURING CLAUSES

1.1 Directors' & Officers' Liability

The Insurer shall pay on behalf of an Insured Person, Loss in respect of any Claim for a Wrongful Act first made against the Insured Person during the Period of Insurance and reported to the Insurer during the Indemnity Period and for which the Company is not permitted or required to indemnify the Insured Person.

1.2 Company Reimbursement

The Insurer shall pay on behalf of the Company, Loss which the Company is required or permitted to pay as indemnification to an Insured Person, in respect of any Claim for a Wrongful Act first made against the Insured Person during the Period of Insurance and reported to the Insurer during the Indemnity Period.

1.3 Company Liability

The Insurer shall pay on behalf of the Company, Loss in respect of any Claim for a Wrongful Act first made against the Company during the Period of Insurance and reported to the Insurer during the Indemnity Period.

1.4 Employment Practices Liability

The Insurer shall pay on behalf of the Company and the Insured Person, Loss in respect of any Claim for an Employment Practices Breach first made against the Company and or the Insured Person during the Period of Insurance and reported to the Insurer during the Indemnity Period.

1.5 Third Party Discrimination or Sexual Harassment

The Insurer shall pay on behalf of the Company and the Insured Person, Loss in respect of any Claim for Third Party Discrimination or Sexual Harassment first made against the Insured and reported to the Insurer during the Indemnity Period.

1.6 Crisis Cover

The Insurer shall pay the Company for Crisis Expense in respect of a Crisis occurring and reported to the Insurer during the Period of Insurance.

1.7 Crime

The Insurer shall pay the Company for Crime Loss which is Discovered and reported to the Insurer during the Period of Insurance.

The sub-limit specified in the Schedule for Crime is inclusive of the sub-limits specified for Cyber Crime Loss and Crime Investigation Costs.

1.8 Internet Liability

The Insurer shall pay on behalf of the Company or the Insured Person, Loss in respect of any Claim for Internet Liability first made against the Company or Insured Person during the Period of Insurance and reported to the Insurer during the Indemnity Period.

1.9 Tax Audit Costs

The Insurer shall pay Tax Audit Costs reasonably incurred by the Company in relation to a Tax Audit Notice first received by the Company and reported to the Insurer during the Period of Insurance.

2. LIMIT OF INDEMNITY AND EXCESS

- (a) The Section Three Limit of Indemnity is specified in the Schedule. The Limit of Indemnity is inclusive of Costs.
- (b) The Insurer's total liability under each Insuring Clause shall not exceed in the aggregate the Limit of Indemnity or the applicable Sub-limit specified in the Schedule.
- (c) Sub-limits form part of and are not in addition to the Limit of Indemnity.
- (d) The Section Three Excess applicable to each Insuring Clause is specified in the Schedule. The Excess is payable by the Insured and is the first amount payable for all Claims. The Excess is inclusive of Costs.
- (e) Where more than one Excess is applicable, only the largest single applicable Excess shall apply.
- (f) All Claims or Loss which arise out of the same Wrongful Act and all Interrelated Wrongful Acts of any Insured shall be regarded as one Claim and the Limit of Indemnity and Excess shall apply accordingly.

3. EXTENSIONS

Where the Extension is shown in the Schedule as included, the Insurer agrees to extend indemnity under this Section as stated in the Extension and subject to all the terms of this Policy. The Extensions do not increase the Limit of Indemnity.

3.1 Advancement of Costs

The Insurer agrees to pay Costs as and when they are incurred provided that:

- (a) the Insurer has not denied indemnity for the Claim or Official Investigation; and
- (b) the written consent of the Insurer is obtained prior to the Insured incurring Costs.

The advanced Costs must be reimbursed to the Insurer by each Insured severally according to their respective interests if, and to the extent that, it is subsequently determined that indemnity is not available for the Claim.

3.2 Continuous Cover

Notwithstanding General Exclusion 1.6 Known Claims and Circumstances, the Insurer agrees to indemnify the Insured under the Insuring Clauses for any Claim first made against the Insured during the Period of Insurance arising from facts, matters or circumstances of which the Insured was aware prior to the Period of Insurance provided that:

- (a) at the time that the Insured first become aware of the facts, matters or circumstances, the Insured held a similar policy issued by Pen Underwriting

on behalf of an Insurer(s) and the Insured has since maintained uninterrupted insurance of a similar type with an Insurer(s) via Pen Underwriting.

- (b) the Insured first became aware of the fact, matter or circumstance giving rise to the Claim after the Continuity Date specified in the Schedule;
- (c) there is an absence of fraudulent non-disclosure;
- (d) 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 facts, matters or circumstances and this Policy;
- (e) the Excess under this Extension shall be the greater applicable under the terms of the Policy in force at the time that the Insured first became aware of the facts, matters or circumstances and this Policy;
- (f) the terms of this Policy shall otherwise apply.

3.3 Corporate Manslaughter

Provided that it is not prohibited by law, Insuring Clauses 1.1 Directors' & Officers' Liability, 1.2 Company Reimbursement and 1.3 Company Liability are extended to cover any Corporate Manslaughter Proceeding.

3.4 Crime Investigation Costs

Where the Company has a Crime Loss indemnified under Insuring Clause 1.7 Crime, the Insurer agrees to pay Crime Investigation Costs, provided that the Insurer's total liability under this Extension shall not exceed in the aggregate the sub-limit specified in the Schedule.

3.5 Extended Reporting Period

If Section Three of this Policy is not renewed or replaced with similar cover for reasons other than a Takeover, then the Insured jointly shall have the right, upon payment of an additional premium calculated as a percentage of the Premium at the rate shown in the Schedule, to an extension of the coverage granted under this Section with respect to any Claim first made during the agreed Extended Reporting Period, but only with respect to any Wrongful Act committed prior to expiry of the Period of Insurance, provided that:

- (a) the quotation of a different premium, retention or limit of liability for renewal does not constitute a cancellation or refusal to renew for the purposes of this Extension;
- (b) as a condition precedent to the right to purchase the Extended Reporting Period, the Premium must have been paid;
- (c) the right to purchase the Extended Reporting Period shall terminate unless written notice, together with payment of the additional premium for the Extended Reporting Period is received by the Insurer within thirty (30) days after the expiration of the Period of Insurance;

- (d) the entire additional premium for the Extended Reporting Period shall be deemed earned at the commencement of the Extended Reporting Period; and
- (e) the exercise of the Extended Reporting Period shall not in any way increase the Limit of Indemnity.

3.6 Official Investigations

The Insurer shall pay Costs reasonably incurred with their prior written consent by or on behalf of the Insured in attending any Official Investigation provided that:

- (a) the Official Investigation is notified to the Insurer during the Indemnity Period;
- (b) the Insurer shall be entitled, at their discretion, to appoint legal representation to represent the Insured at the Official Investigation;
- (c) there is no cover to any Outside Entity under this Extension;
- (d) the Insurer's total liability under this Extension shall not exceed the sub-limit specified in the Schedule;
- (e) in the event that it is subsequently determined that indemnity is not available under this Policy, the Costs must be reimbursed to the Insurer by each Insured severally according to their respective interests.

3.7 Outside Entity Directorships

The Insurer shall extend indemnity for Loss in respect of any Claim for a Wrongful Act in the conduct of an Outside Entity Directorship provided that:

- (a) the Loss arises from a Claim first made against the Insured Person during the Period of Insurance and reported to the Insurer during the Period of Insurance;
- (b) the Wrongful Act was committed while the Insured Person held the Outside Entity Directorship;
- (c) the Wrongful Act was committed after the Retroactive Date;
- (d) such indemnity shall not extend to the Outside Entity nor to any of the other directors, officers or employees of the Outside Entity who are not also an Insured Person;
- (e) such indemnity shall not extend to any Claim brought by the Outside Entity, except and to the extent such Claim:
 - (i) is brought derivatively by a shareholder of the Outside Entity who, when such Claim is first made, is not a director or officer of the Outside Entity and is acting independently of the Outside Entity;
 - (ii) is brought by a liquidator, receiver, receiver and manager, official manager, administrator or trustee administering a compromise or scheme of arrangement, without the voluntary

solicitation or assistance of any director or officer of the Outside Entity, or the Insured;

- (iii) is brought by the Outside Entity pursuant to Section 50 of the Australian Securities and Investments Commission Act 2001 (Cth);
- (f) the Outside Entity is not permitted or required by law to provide indemnification to the Insured in respect of the Outside Entity Directorship; and
- (g) cover under this Extension shall apply in excess of any similar insurance held by the Outside Entity and or any indemnity available from the Outside Entity to such Insured Person by reason of serving in such Outside Entity Directorship.

3.8 Pollution Liability

Notwithstanding Exclusion 4.11 Pollution, the Insurer agrees to indemnify the Insured under Insuring Clauses 1.1, 1.2 and 1.3 for defence costs in respect of any Claim brought or maintained by a Regulatory Authority where such Claim alleges a breach of Environmental Legislation.

provided that:

- (a) such indemnity shall not extend to any Claim brought by a Regulatory Authority on behalf of, in the name of or as a representative of any other person(s), corporation or other entity; and
- (b) the Insurer's aggregate liability for all claims under this Extension shall not exceed the sub-limit shown in the Schedule for Pollution Liability.

3.9 Public Relations

The Insurer agrees to pay the public relations expenses of any Insured Person or the Company incurred with the Insurer's prior written consent in the design and implementation of a publicity campaign to prevent or mitigate damage to the reputation of any Insured Person or the Company arising from a covered Claim against that Insured.

The Insurer's total liability under this Extension shall not exceed the sub-limit specified in the Schedule.

3.10 Retired Directors and Officers Run Off Cover

If the Named Company does not renew this Policy or replace it with insurance similar to the cover provided by this Policy and does not purchase an Extended Reporting Period, then any Insured Person who permanently retired from all employment, office, committee or any board position during the Period of Insurance (for reasons other than disqualification or a Takeover) shall be entitled to run off cover under Insuring Clause 1.1 Directors' & Officers' Liability and Insuring Clause 1.2 Company Reimbursement for a period of eighty-four (84) months immediately following expiry of the Period of Insurance but only for a Wrongful Act committed or alleged to have been committed by that Insured Person after the commencement of the Period of Insurance and prior to the date of retirement. Extension 3.2 Continuous Cover is deleted from the Policy for the purposes of

this run off cover. This Extension confers no entitlement or benefit on any other Insured Person or the Company.

The Insurer's liability under this Extension shall not exceed the sub-limit specified in the Schedule.

3.11 Run-off Cover

In the event of a Takeover, the cover under this Section shall continue until expiry of the Period of Insurance but only in respect to Wrongful Acts committed prior to the date of that Takeover.

3.12 Statutory Liability

Provided that it is not prohibited by law, and notwithstanding General Exclusion 1.5 Fines, Penalties and Punitive Damages, the Insurer agrees to extend the Definition of 1.39 Loss to include pecuniary fines and penalties awarded by a Regulatory Authority against an Insured Person or the Company in and under the laws of Australia in respect to a Wrongful Act, provided that:

- (a) the summons or charge commencing the criminal proceeding against the Insured was first received by the Insured and notified to the Insurer during the Period of Insurance;
- (b) the act or omission giving rise to the pecuniary fine or penalty was not reckless, grossly negligent or an intentional violation of any law or regulation; and, provided that the penalty is not attributable to or incurred in connection with:
- (c) requirements to pay taxes, rates, duties, levies, charges, fees or any other revenue or impost;
- (d) amounts owing or allegedly owing to the Australian Taxation Office or any State revenue office, including but not limited to tax, duties, levies, penalties, interest and costs;
- (e) a breach of Sections 182 or 183 of the Corporations Act (Cth) and any amendment, consolidation or re-enactment of any of these sections;
- (f) substandard care to, or mistreatment of any person;
- (g) discrimination against any person;
- (h) exploitation, violence or abuse of any person;
- (i) failure to comply with any notice issued by any Regulatory Authority;
- (j) governance or compliance failures that may have resulted in any of the matters set out in Clauses (c) to (i).

The Insurer will also indemnify the Insured against Costs incurred with the prior written consent of the Insurer in the defence or settlement of that pecuniary fine or penalty.

The Insurer's liability under this Extension, inclusive of Costs, shall not exceed the sub-limit specified in the Schedule.

4. EXCLUSIONS

In addition to the General Exclusions, the Insurer shall not be liable under this Section to provide indemnity in respect of any liability, loss, cost or expense directly or indirectly caused by, arising out of or in connection with:

4.1 Bodily Injury and Property Damage

- (a) any actual or alleged bodily injury, illness, disease or death of any person, or any form of psychiatric, psychological or mental injury, provided that this Exclusion shall not apply to any Employment Practices Breach or to any Third Party Discrimination and Sexual Harassment to the extent that such Claim involves mental anguish or emotional distress; or
- (b) any actual or alleged damage to or destruction of any property whatsoever, including loss of use thereof.

4.2 Breach of Professional Duty

- (a) the rendering or failure to render professional services and/or professional advice to a third party;
- (b) a breach or alleged breach of any contract for the provision of professional services and/or professional advice to a third party,

except an allegation that an Insured Person failed to supervise an Employee in the provision of those services.

4.3 Capital Raising Disclosure Document

any capital raising disclosure document including but not limited to a prospectus, short-form prospectus, profile statement, offer information statement or information memorandum or similar document providing information to potential investors.

4.4 Contractual Liability

any actual or alleged liability assumed by an Insured under any contract, other than employment contracts, except to the extent that such liability would have attached to the Insured even in the absence of such contract.

4.5 Dishonesty and Fraud

any Crime (except as provided for under Insuring Clause 1.7 Crime), brought about by, contributed to by or which involves:

- (a) a wilful breach of duty by an Insured, the dishonest, fraudulent, or malicious act or omission, or other act or omission committed with criminal intent of an Insured; and or
- (b) a wilful violation or breach of any law, regulation or by-law anywhere in the world by an Insured;
- (c) an Insured Person improperly using their position to gain an advantage for themselves or someone else, or to cause a detriment to the Company;
- (d) an Insured Person improperly using information obtained as a result of their position to gain an

advantage for themselves or someone else, or to cause a detriment to the Company.

However, this Exclusion shall only apply to the extent that the subject conduct has been established by an express admission, court judgment or other final adjudication.

4.6 Insolvency

the insolvency, receivership, administration, bankruptcy or liquidation of any Insured.

4.7 Insured v Insured

any Claim brought by on behalf of any Insured, except and to the extent that such Claim is brought by:

- (a) an Insured Person for contribution or indemnity if the Claim directly results from another Claim covered by this Section;
- (b) a shareholder of the Company in their own right on behalf of the Company, provided that such shareholder was not an Insured Person at the time of the Wrongful Act and provided that such shareholder is acting without any direct or indirect solicitation, enticement or cooperation from any Insured Person, other than cooperation legally required by any statutory or regulatory authority;
- (c) a court appointed liquidator, receiver, receiver and manager, official manager, administrator or trustee administering a compromise or scheme of arrangement, or equivalent in any jurisdiction, without the voluntary solicitation or assistance of an Insured Person;
- (d) any statutory or regulatory authority on behalf of the Company, provided that such authority is acting without any direct or indirect solicitation, enticement or cooperation of an Insured Person, other than cooperation legally required by such authority.

4.8 Major Shareholder

any Claim brought or maintained by or on behalf of any shareholder owning, directly or indirectly, 15% or more of the issued share capital or voting rights of the Company at the time of the Wrongful Act giving rise to the Claim.

4.9 Pollution

any actual or alleged Pollution.

4.10 Retroactive Date

any Wrongful Act. Employment Practices Breach, Third Party Discrimination or Sexual Harassment committed or alleged to have been committed prior to the Retroactive Date.

4.11 Trustee

an Insured acting in the capacity of a trustee of a superannuation fund, or other trust utilised for the purpose of holding and administering property or assets for the benefit of a third party, or as a member of any policy or management committee established pursuant to the governing rules of a superannuation fund or trust.

4.12 Securities

any public offering, solicitation, sale, distribution or issuance of securities, whether or not a disclosure document has been issued.

4.13 United States of America and Canada

- (a) any claim brought in a court of law within the territorial limits of the United States of America or the Dominion of Canada or their territories or protectorates; or
- (b) the enforcement of any judgement, order or award obtained within, or determined pursuant to the laws of the United States of America or the Dominion of Canada or their territories or protectorates.

Additional Exclusions applicable to Insuring Clause 1.3 Company Liability

In addition to the General Exclusions, and the Exclusions to Section Three, under Insuring Clause 1.3 Company Liability, the Insurer shall not be liable to provide indemnity in respect of any liability, loss, cost or expense directly or indirectly caused by, arising out of or in connection with:

4.14 Defamation

any oral or written publication of defamatory or disparaging material.

4.15 Employment Practices Breach

any Employment Practices Breach.

4.16 Intellectual Property

any actual or alleged infringement, misappropriation, or violation of copyright, patent, service marks, trade marks, trade secrets, title or other proprietary or licensing rights or intellectual property of any products, technologies or services.

4.17 Personal Injury

any Personal Injury but this exclusion does not apply to clause 3.3 Corporate Manslaughter.

4.18 Product Liability

any goods or products manufactured, produced, processed, packaged, sold, marketed, distributed, advertised or developed by the Company, provided that this Exclusion shall not apply to any such Claim brought directly, indirectly or derivatively by one or more of the shareholders of the Company in their capacity as such.

4.19 Restrictive Trade Practices

any actual or alleged restrictive trade practices including but not limited to Chapter 3 The Australian Consumer Law (Cth) or any similar legislation in other jurisdictions, or intentional interference with any other party's business or contractual relationships.

Additional Exclusions applicable to Insuring Clause 1.4 Employment Practices Liability

In addition to the General Exclusions, and the Exclusions to Section Three, under Insuring Clause 1.4 Employment Practices Liability, the Insurer shall not be liable to provide indemnity in respect of any liability, loss, cost or expense directly or indirectly caused by, arising out of or in connection with:

4.20 Criminal Proceedings

criminal, administrative or other disciplinary proceeding against any Insured.

4.21 Employee Entitlements

any employment entitlements such as but not limited to employee share or equity plans, bonuses or incentives of any kind, leave or similar entitlements, severance or redundancy, superannuation contributions and similar alleged entitlements or amounts.

4.22 Employee Reinstatement

any judgment or court order for the reinstatement of an employee including any future employee entitlements if the Company fails to hire, promote or reinstate the claimant as an employee. This Exclusion does not apply to Costs.

4.23 Employment Benefits

any amounts pursuant to workers' compensation, disability benefits, redundancy or unemployment benefits or compensation, unemployment insurance, retirement benefits, social security benefits, superannuation benefits or any similar amount.

4.24 Industrial Relations

any industrial disputes (whether between the Company and any Insured Person or their union or generally) strike, picket, lockout, go slow or work to rule.

4.25 Modifications

any costs incurred by the Insured to modify any building or property in order to make it more accessible or accommodating to any disabled person. This Exclusion does not apply to Costs.

4.26 Unfair Contracts

any contract of employment alleged to be unfair.

Additional Exclusions applicable to Insuring Clause 1.5 Third Party Discrimination or Sexual Harassment

In addition to the General Exclusions, and the Exclusions to Section Three, under Insuring Clause 1.5 Third Party Discrimination or Sexual Harassment, the Insurer shall not be liable to provide indemnity in respect of any liability, loss, cost or expense directly or indirectly caused by, arising out of or in connection with:

4.27 Criminal Proceedings

criminal, administrative or other disciplinary proceeding against any Insured.

Additional Exclusions applicable to Insuring Clause 1.7 Crime

In addition to the General Exclusions, and the Exclusions to Section Three, under Insuring Clause 1.7 Crime, the Insurer shall not be liable to provide indemnity in respect of any liability, loss, cost or expense directly or indirectly caused by, arising out of or in connection with:

4.28 Confidential Information

the accessing, use, dissemination or loss of trade secrets, computer programs, customer information, confidential processing methods or other confidential information of any kind.

4.29 Consequential Loss

any indirect or consequential loss of any kind, including but not limited to loss of income or profit.

4.30 Credit Default

any default, or any partial or complete non-payment under a loan or any type of credit offered to or by the Company, including any loan or type of credit obtained fraudulently.

4.31 Directors' and Officers' Infidelity

any act of, or involving collusion by, or complicity of any Director or Officer.

4.32 Expenses

any expenses incurred by any Insured in establishing the existence of or the amount of any Crime Loss.

4.33 Inventory

any loss, the proof of which is dependent solely upon a profit and loss computation or comparison, or a comparison of inventory records with an actual physical count.

4.34 Kidnap, Ransom or Extortion

any loss based upon, arising from or in consequence of any kidnap, ransom, extortion or threat of bodily harm, or any property damage to premises or property.

4.35 Known Dishonesty

any loss sustained after Discovery.

4.36 Legal Proceedings

any fees, costs, or expenses incurred or paid by an Insured in prosecuting or defending any legal proceeding or claim whether or not such proceeding results or would result in a Crime loss recoverable under Insuring Clause 1.7 Crime

4.37 Outside the Period of Insurance

any Crime Loss Discovered prior to the inception date of the Period of Insurance or Discovered subsequent to the expiry of the Period of Insurance.

4.38 Reproduction Costs

any cost of reproducing any information contained in any lost or damaged manuscripts, records, accounts, microfilm, tapes or other records, or the costs of re-writing, amending or re-installing the Company's computer programs or systems.

4.39 Shareholders

any Crime Loss based upon, arising from or in consequence of any dishonest, fraudulent, malicious or illegal act or omission by any shareholder who at the time of committing such acts had direct or indirect ownership of or control over more than 5% of the voting share capital of the Named Company or any Subsidiary.

4.40 Trading Losses

any loss caused from trading, whether or not in the name of the Company and whether or not in a genuine or fictitious account.

Additional Exclusions applicable to Insuring Clause 1.8 Internet Liability

In addition to the General Exclusions, and the Exclusions to Section Three, under Insuring Clause 1.8 Internet Liability, the Insurer shall not be liable to provide indemnity in respect of any liability, loss, cost or expense directly or indirectly caused by, arising out of or in connection with:

4.41 Cyber Act

any Cyber Act.

4.42 Fitness for Purpose

any actual or alleged inaccurate or misleading description of the price or quality or fitness of purpose of any product or the failure of any product to conform with any advertised standard of quality, performance or fitness for purpose or otherwise to satisfy any standard of quality, performance or fitness of purpose.

4.43 Regulatory

any regulatory agency or administrative body anywhere in the world, or any Official Investigation.

4.44 Restrictive Trade Practices

any actual or alleged restrictive trade practices including but not limited to Chapter 3 The Australian Consumer Law (Cth) or any similar legislation in other jurisdictions, or intentional interference with any other party's business or contractual relationships.

4.45 Royalties

any person seeking an accounting or recovery of profits, royalties, fees, or other amounts due or claiming compensation with reference to profits, royalties or fees.

Additional Exclusions applicable to Insuring Clause 1.9 Tax Audit Costs

In addition to the General Exclusions, and the Exclusions to Section Three, under Insuring Clause 1.9 Tax Audit Costs, the Insurer shall not be liable to provide indemnity in respect of any liability, loss, cost or expense directly or indirectly caused by, arising out of or in connection with:

4.46 Australian Tax Office Inquires

any inquiries from the Australian Taxation Office which are not related to an identified intention to conduct a Tax Audit.

4.47 Costs after Completion

any costs incurred after the Tax Audit has been completed. The Tax Audit has been completed when the Australian Tax Office has issued an assessment, amended assessment, notification of a concluded decision or written notice to the effect that the Tax Audit has been completed.

4.48 Criminal Prosecution

the actual or proposed imposition of any tax, penalty tax, costs, interest, fine or any fees or expenses in connection with any criminal prosecution.

4.49 Customs Legislation

any matters arising under customs legislation anywhere in the world.

4.50 Delay or Failure to Comply

any improper, unwarranted or unjustified delay, refusal or failure to comply with any request made by or on behalf of the Australian Taxation Office for the production of documents or the provision of information by the Company.

4.51 Fraud

any tax return that has been prepared, lodged or submitted dishonestly or fraudulently and or where the supporting documents have been falsely created or collected.

4.52 Preparation Costs

any costs ordinarily associated with the preparation of the Company's accounts, taxation and financial records or taxation returns.

SECTION FOUR GENERAL

1. GENERAL EXCLUSIONS

The Insurer shall not be liable under this Policy to provide indemnity in respect of any liability, loss, cost or expense directly or indirectly caused by, arising out of or in connection with:

1.1 Asbestos

any claim, liability, loss or damage arising directly or indirectly out of or resulting from or in consequence of, or in any way involving asbestos or any materials containing asbestos in whatever form or quantity.

1.2 Biological or Chemical Materials

any liability, loss, cost or expense of whatsoever nature directly or indirectly caused by, arising from, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence. This Exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to pathogenic or poisonous biological or chemical materials.

1.3 Biosecurity

any liability, loss, cost or expense directly or indirectly arising out of, related to, or in connection with a Listed Human Disease or any directly or indirectly related condition or threat or fear thereof (whether actual or perceived).

Listed Human Disease shall mean any disease declared to be a listed human disease under the Biosecurity Act 2015 (Cth) or its current equivalent, as amended or replaced from time to time, or any infectious disease that is declared a pandemic by the World Health Organisation.

1.4 Cyber and Data

any:

- (a) Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident; or
- (b) loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any Data, including any amount pertaining to the value of such Data;

regardless of any other cause or event contributing concurrently or in any other sequence.

In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

1.5 Fines, Penalties and Punitive Damages

any fines, penalties, liquidated damages, or aggravated, punitive or exemplary damages, other than as indemnified under Section Two Extension 4.12 Statutory Liability or Section Three Extension

3.12 Statutory Liability.

1.6 Known Claims and Circumstances

any claim, liability, loss, damage, Crime Loss, Inquiry or Official Investigation based upon, arising from or in consequence of :

- (a) any Claim made against any Insured prior to the Period of Insurance;
- (b) any fact, matter, circumstance or occurrence disclosed by any Insured to the Insurer prior to the inception of this Policy;
- (c) any fact, matter, circumstance or occurrence disclosed by any Insured to any prior insurer; or
- (d) any fact, facts alleged, conduct, act, error, omission, matter, circumstance or occurrence of which any Insured was aware prior to the Period of Insurance and which the Insured knew, or ought reasonably to have known might give rise to a claim, liability or loss under this Policy;
- (e) any other Wrongful Act whenever occurring, which together with a Wrongful Act which has been, or should reasonably have been the subject of notice given prior to the Period of Insurance under any other similar insurance policy, would constitute Interrelated Wrongful Acts.

1.7 Permanent Accommodation

any claim, liability, loss, cost or expense directly or indirectly arising out of, related to, or in connection with the provision of Permanent Accommodation for any person under eighteen (18) years of age unless agreed to in writing by the Insurer.

1.8 Prohibited by Law

any claims, liability, loss, costs or expense, the insurance of which is prohibited by law.

1.9 Qualified and or Registered Personnel

any advice or services provided by any person not qualified and/or registered to provide the service for which they have been engaged.

1.10 Radioactivity

any loss, damage, cost, liability or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- (c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this Sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are

being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

1.11 Sanctions

any Claim or provide any benefit to the extent that the provision of such cover, payment of such Claim or provision of such benefit would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

1.12 War and Terrorism

any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (b) any act of terrorism.

For the purpose of this Exclusion an act of 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.

This Exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to Clause 1.12 (a) and or Clause 1.12 (b).

In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

2. CLAIMS CONDITIONS

2.1 Claim Notifications

In the event of a claim arising under this insurance, notice should be given as soon as reasonably practicable to:

Pen Underwriting Care Claims GPO Box 541
Brisbane QLD 4001
Email: careclaims@penunderwriting.com

2.2 Claims Mitigation and Co-operation

The Insured shall:

- (a) do all things reasonably practicable to avoid or diminish any loss that may result in a payment under this Policy;
- (b) as soon as reasonably practicable, provide all information and documentation as is reasonably requested by the Insurer.
- (c) provide such assistance as the Insurer reasonably requires to enable the Insurer to determine its' liability under this Policy and to investigate, defend, settle or appeal any liability, loss or claim.

2.3 Defence and Settlement

The Insured agrees not to settle any liability, loss or claim, incur any Costs or expense, make any admission, offer or payment or otherwise assume any contractual obligation with respect to any such matter without the Insurer's prior written consent, which consent shall not be unreasonably withheld.

The Insurer shall be entitled at any time to take over and conduct, in the name of the Insured, the defence or settlement of any liability, loss or claim, and the Insurer shall have full discretion in the conduct of any such proceedings and in the settlement of any such liability, loss or claim.

2.4 Discharge of Liabilities

The Insurer may at any time:

- (a) pay to the Insured in respect of all claims under this Policy, the balance of the Limit of Indemnity or any lesser amount for which the claim or claims can be settled; and
- (b) relinquish conduct and control of those claim(s),
- (c) and the conduct of any outstanding claim(s) will become the Insured's responsibility and the Insurer will be under no further liability under this Policy except for costs, charges and expenses:
 - (i) incurred by the Insurer;
 - (ii) incurred by the Insured with the written consent of the Insurer prior to the date of such payment.

2.5 Loss Allocation

In the event that a liability, loss or claim is covered only partly by this Policy, the Insurer's liability shall be the proportion of that liability or amount which represents a fair and equitable allocation between covered and uninsured portions. In the event that the parties are unable to agree upon an allocation, the matter shall be referred to a Senior Counsel (to be agreed upon or in default of agreement to be nominated by the Chair or President of the local Bar Council) whose determination shall be binding upon the parties and whose fee shall be regarded as part of the Costs. The allocation shall apply also to payments made before the determination.

2.6 Other Insurance

This policy does not apply if any claim under this policy is covered in whole or in part by another policy or would but for the existence of this policy be covered by another policy, except to the extent that the amount of any liability exceeds the amount payable under such other policy or policies, provided always that we shall not be liable to pay any amount in excess of any relevant amount specified in the schedule. If loss or any other amount insured by the policy is also potentially insured under any other insurance policy or policies, then the insured must advise us within sixty days of making a claim under this policy and provide us with a copy of such other policy or policies.

2.7 Right to Contest

In the event that the Insurer recommends a settlement in respect of any liability, loss or claim, under this Policy and the Insured does not agree to that recommendation and decides to contest the matter the

Insurer's liability in respect of that liability, loss or claim shall be limited to the amount of the recommended settlement plus Costs, less the amount of the Excess, up to the time of the Insured's decision to contest the matter.

2.8 Senior Counsel

The Insurer shall not require the Insured to contest any liability, loss or claim unless a Senior Counsel, to be appointed by mutual agreement of the Insured and the Insurer and as part of the Costs, advises that the matter should be contested having regard to the economics of the matter and the prospects of successfully defending the liability, loss or claim.

2.9 Subrogation and Recoveries

If the Insurer has a right to recover any monies payable under this Policy from any other person, the Insured:

- (a) must not, without first obtaining the Insurer's written consent, do anything or fail to do anything which excludes, limits, waives or prejudices the Insurer's rights of subrogation; and
- (b) must co-operate and assist the Insurer as reasonably required to exercise such rights of subrogation, including the provision of information and statements and the giving of evidence at any civil trial. The Insurer may take action before paying any claim and whether or not the Insured has been fully compensated for its actual loss.

2.10 Valuation – Crime Loss

The Insurer's maximum liability for Crime Loss shall be:

- (a) the actual market value of lost, damaged or destroyed Securities and Money at the close of business on the business day immediately preceding the day on which the Crime Loss was Discovered (determined by the value published in the Australian Financial Review), or the actual cost of replacing the Securities and Money, whichever is less;
 - (b) the cost of blank books, blank pages, tapes or other blank materials to replace lost or damaged books of account or other records;
- the actual cash value at the time at which the Crime Loss is Discovered of lost, damaged or
- (c) destroyed Property, or the actual cost of repairing or replacing the Property with property of similar quality and value, whichever is less.

3. GENERAL CONDITIONS

3.1 Alteration to Risk

The Insured shall give to the Insurer written notice as soon as possible of any material alteration to the risk during the Period of Insurance, including but not limited to:

- (a) any material change in the nature of the Care Provider or the services provided by any Insured;
- (b) the appointment of an administrator, receiver, or liquidator to any Insured, any act of insolvency of any Insured, or the bankruptcy of any Insured; or
- (c) the cancellation, suspension or termination of any Insured's license, registration or membership of

any professional association which is relevant to the conduct of the Care Provider.

In the event of a material alteration to the risk, the Insurer may charge additional premium, amend and/or impose additional terms or conditions on the Policy.

3.2 Authorisation

The Insured agrees that the Named Insured is the agent for each Insured and the Named Insured will act on their behalf with respect to all matters of any nature relating to or affecting this Policy.

3.3 Changes to Policy

If the Named Insured wants to make a change to this Policy, the change becomes effective when the Insurer:

- (a) agrees to it;
- (b) issues an Endorsement or new Schedule detailing the change.

3.4 Confidentiality

An Insured shall not disclose the nature of the liabilities covered by Section Three of this Policy, including the extent of coverage, the Limit of Liability and the Premium, unless required by law.

3.5 GST

- (a) The Premium includes an amount for GST.
- (b) The Insurer's liability to indemnify the Insured under this Policy is calculated less any Input Tax Credit to which the Insured is entitled for any relevant Acquisition, or to which the Insured would have been entitled had it made a relevant Acquisition. The Insured must inform the Insurer of the extent to which it is entitled to an Input Tax Credit for that GST amount each time that it notifies a Claim under this Policy, and any GST liability arising from the Insured's provision of incorrect advice is payable by the Insured.

3.6 Inspection and Audit

The Insurer will be permitted but not obligated to inspect the Insured's property and operations at any reasonable time provided that this permission and or such an inspection does not amount to a warranty that such property or operations are safe or compliant with any laws.

3.7 Jurisdiction

This Policy shall be interpreted in accordance with the laws of Australia and shall be subject to determination by any court of competent jurisdiction within Australia.

3.8 Non-Accumulation

In the event of a claim or series of claims arising out of the one source or originating cause in respect of which the Insured is entitled to indemnity or payment under more than one Section, the maximum liability of the Insurer under all Sections shall be the highest Limit of Indemnity applicable under any of the Sections. In no event shall the Limit of Indemnity under each Section be cumulative.

3.9 Non-imputation and Severability

The Insurer agrees that, where this Policy insures

more than one Named Insured and/or Subsidiary, any conduct on the part of one Insured, whereby such person failed to comply with their duty of disclosure under the Insurance Contracts Act 1984, or made a misrepresentation to the Insurer before this contract of insurance was entered into, shall not prejudice the right of any other Insured to indemnity under this Policy, provided that:

- (a) such other Insured shall be entirely innocent of and have no prior knowledge of such conduct;
- (b) such other Insured shall, as soon as reasonably practicable upon becoming aware of any such conduct, advise the Insurer in writing of all known facts in relation to such conduct; and
- (c) enquiry was made, before this contract of insurance was entered into, of each Insured for the purposes of complying with the duty of disclosure under the Insurance Contracts Act 1984. This provision is not intended in any way to limit the duty of disclosure owed by each Insured.

3.10 Policy Cancellation

This Policy may be cancelled:

- (a) by the Named Insured giving written notice to the Insurer, such notice to be effective when received by the Insurer; or
- (b) by the Insurer in accordance with the provisions of the Insurance Contracts Act 1984, and in the event of cancellation the Named Insured shall be entitled to a refund of the premium in respect of the unexpired policy period, provided that:
- (c) Pen Underwriting's administration fee is earned upon Policy inception and is non-refundable.
- (d) where any Occurrence, liability, loss, claim, or circumstance has been notified under this Policy, the Premium shall be deemed fully earned.

3.11 Policy Interpretation

- (a) In this Policy, the singular includes the plural and vice versa.
- (b) A reference in this Policy to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any sub-ordinate legislation issued under, that legislation or legislative provision.

3.12 Premium Adjustment

Where the premium or any part of the premium has been calculated based on the Insured's estimates, as soon as possible after the expiry of the Period of Insurance, the Insured will declare such details as the Insurer reasonably requires to adjust the premium for the expired Period of Insurance. Any difference in premium shall be paid by or allowed to the Insured. The Insured will keep accurate records and will allow the Insurer to inspect the Insured's records of such information at any reasonable time.

3.13 Reasonable Care and Precautions

The Insured must take reasonable care and precautions, and:

- (a) comply with all laws and statutory obligations,

- bylaws or regulations imposed by any public authority;
- (b) comply with all recommendations of manufacturers or suppliers;
- (c) comply with all reasonable recommendations made by the Insurer to prevent loss or damage;
- (d) employ competent Employees.