



Lawyers
Management
Liability

Policy Wording



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IMPORTANT INFORMATION

1. Our Insurance Contract with You

Where **We** agree to enter into a **Policy** with **You** it is a contract of insurance between **Us** and **You**.

We agree to provide the cover described in this **Policy** upon full payment of the gross premium as stated in the **Policy** quotation. If full payment of the gross premium stated in the **Policy** quotation is not made, there is no cover.

The **Policy** consists of:

- This policy wording which sets out the standard terms, conditions, limitations and exclusions of **Your** cover;
- **Your** current **Schedule** issued by **Us**. The **Schedule** is a separate document, which shows the insurance details relevant to **You**, including the maximum amounts that **We** will pay. It may include additional terms, conditions and exclusions relevant to **You** that amend the standard terms of this document. Only those sections shown as covered in **Your Schedule** are insured; and
- Any other changes to the terms of the **Policy** otherwise advised by **Us** in writing. These written changes may vary or modify the above documents.

2. Summary of How this Policy Works

This is a summary only of how this **Policy** works. All cover is subject to the full terms, conditions, exclusions and limitations of the **Policy**, and this summary should not be relied on or read in isolation. If there is any inconsistency between this summary and the **Policy**, the terms of the **Policy** prevail.

This **Policy** has two coverage sections: Section 1 Public Liability, and Section 2 Business Practices Cover.

Section 1 Public Liability comprises a single Insuring Agreement – Public Liability.

The **Section 1 Limit of Liability** applies to each and every **Occurrence**. The **Section 1 Limit of Liability** reinstates in respect of each unrelated **Occurrence**.

Section 2 Business Practices Cover contains the following six Insuring Agreements:

- A. Insuring Agreement – Employment Practices Liability
- B. Insuring Agreement – Internal Crime
- C. Insuring Agreement – Statutory Liability
- D. Insuring Agreement – Mitigation Costs
- E. Insuring Agreement – Tax Audit
- F. Insuring Agreement – Directors and Officers

Cover under **Policy** Section 2 is provided on a “claims made” basis. This means that the **Policy** covers you for claims made and notified to **Us** during the **Period of Insurance**. It does not provide cover for claims made before the **Period of Insurance** commenced, or claims arising from facts or circumstances of which **You** were aware or ought to have been aware before the **Period of Insurance** commenced, or for claims made after the **Period of Insurance** expires. **You** also have a statutory right under section 40(3) of the Insurance Contracts Act 1984 (Cth) to cover for claims arising out of a circumstance that may give rise to a claim against you, if **You** notify **Us** in writing during the **Period of Insurance**.

A **Retroactive Date** also applies to **Policy** Section 2. This means that there is no cover under **Policy** Section 2 for claims arising from any conduct or events that occurred or are alleged to have occurred before the **Retroactive Date**, whether or not known to **You**.

The **Section 2 Limit of Liability** applies to all claims made under **Policy** Section 2 Business Practices Cover, in the aggregate. In addition, cover under each Insuring Agreement is subject to a **Sub-Limit**, which is the most that **We** will pay for all claims covered under that Insuring Agreement (except that the **Sub-Limit** applicable to **Mitigation Costs** is subject to one reinstatement).

Your cover under each Insuring Agreement is subject to the corresponding **Sub-Limit** appearing on **Your Schedule**. If no amount is showing on **Your Schedule** for any Insuring Agreement, **You** are not covered under that Insuring Agreement.

An **Excess** applies to each claim made under this **Policy**. This is the amount that **You** must pay before **We** will indemnify **You** for any **Loss** under this **Policy**.

3. Duty of Disclosure

Your duty of disclosure

Before **You** enter into the insurance contract, **You** have a duty to tell us anything that **You** know, or could reasonably be expected to know, may affect **Our** decision to insure **You** and on what terms.

You have this duty until **We** agree to insure you.

You have the same duty before you renew, extend, vary or reinstate the insurance contract.

You do not need to tell us anything that:

- Reduces the risk **We** insure you for, or
- Is common knowledge, or
- **We** know or should know as an insurer, or
- **We** waive **Your** duty to tell us about.

If **You** do not tell us something

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

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

SECTION 1 – PUBLIC LIABILITY

A. INSURING AGREEMENT - PUBLIC LIABILITY

1. Cover

Subject to the terms, exclusions, definitions and conditions of this **Policy**, **We** will indemnify the **Insured** for all amounts which the **Insured** is legally liable to pay as compensation for:

- (a) **Personal Injury**; and/or
- (b) **Property Damage**

within the **Territorial Limits**, first happening during the **Period of Insurance**, as a result of an **Occurrence** arising out of the **Business**.

2. Limit of Liability

Cover under **Policy** Section 1 is subject to the **Section 1 Limit of Liability** for each and every **Claim**.

3. Defence Costs

We will pay **Defence Costs** subject to the **Section 1 Limit of Liability**.

4. Exclusions Applicable to this Insuring Agreement

In addition to the General Exclusions applicable to this **Policy**, this Insuring Agreement does not provide cover in respect of claims directly or indirectly arising from or in any way connected with:

4.1 Faulty Workmanship

Property Damage to any part of any property by reason of defective or inadequate work performed by the **Insured** or on its behalf, or due to use of inadequate or defective materials or equipment in connection with such work;

4.2 Property in Care, Custody or Control

Property Damage to property in the **Insured's** care, custody or control, including **Property Damage** to property owned, leased, borrowed or held on trust by the **Insured**;

4.3 Vehicles

The use of a **Vehicle** owned by the **Insured**, or in the **Insured's** physical or legal control:

- (a) which is required under any legislation to be registered; or
- (b) in respect of which compulsory liability insurance or statutory insurance is required by virtue of any legislation in any State or Territory;

4.4 Aircraft, Watercraft & Hovercraft

The ownership, maintenance, possession, use or operation, loading or unloading of any aircraft, watercraft or hovercraft;

4.5 Asbestos

Asbestos, or any materials containing asbestos in whatever form or quantity;

4.6 Child Molestation

Actual or alleged molestation of any **Child**; or

4.7 Loss of Use

The loss of use of tangible property which has not been physically damaged or destroyed resulting from a delay in or lack of performance by or on behalf of the **Insured** of any contract or agreement.

SECTION 2 – BUSINESS PRACTICES COVER

A. INSURING AGREEMENT – EMPLOYMENT PRACTICES LIABILITY

1. Cover

Subject to the terms, exclusions, definitions and conditions of this **Policy**, **We** will indemnify the **Insured** for all **Loss** arising from any **Claim** brought by an **Employee** against the **Insured** first made during the **Period of Insurance** for an **Employment Practice Breach**.

2. Limit of Liability

Our liability for **Claims** covered under this Insuring Agreement is subject to the **Sub-Limit** applicable to this Insuring Agreement, which forms part of, and is not in addition to, the **Section 2 Limit of Liability**.

3. Exclusions Applicable to this Insuring Agreement

In addition to the General Exclusions applicable to this **Policy**, this Insuring Agreement does not provide cover in respect of claims directly or indirectly arising from or in any way connected with:

- 3.1 Non-monetary benefits including but not limited to travel allowances, mobile or other telephone expenses, medical or life insurance expenses and education and training allowances;
- 3.2 Any right or entitlement for or in relation to severance or redundancy payments or entitlements;
- 3.3 Any benefit, payment or entitlement of any kind whatsoever in respect of paid or unpaid leave;
- 3.4 Bonus or incentive payments, or any entitlement or right under a bonus or incentive plan;
- 3.5 Payments or contributions in respect of any benefit, superannuation, pension or retirement fund, or any other account, fund, scheme or plan which is intended to provide benefits, in whole or in part, at retirement or on the happening of a particular event;
- 3.6 Any obligation pursuant to any law or regulation in respect of workers' compensation, occupational or workplace health and safety, disability benefits, unemployment benefits or compensation, unemployment insurance, retirement benefits and social security benefits;
- 3.7 Any fringe benefits;
- 3.8 Any stock or share options or any other right to purchase, acquire or sell stock or shares of any company;
- 3.9 Any wages, salary, remuneration or other form of employee entitlement arising under the *Fair Work Act*

2009 (Cth), any other state or Commonwealth industrial legislation or any industrial award, agreement or determination;

- 3.10 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.

However this exclusion shall not apply to any **Defence Costs** incurred by the **Insured** with respect to the employment practices claim; or

- 3.11 Any modifications to any premises in order to make them more accessible or accommodating to persons with disabilities or for the provision of any special facilities, arrangements, variations or alterations to the work place, working hours, work systems or procedures, for the benefit of disabled persons, persons in special circumstances or persons requiring any form of special accommodation due to family or carer responsibilities, cultural, religious, social or political considerations.

However, this exclusion shall not apply to any **Defence Costs** incurred by the **Insured** with respect to the employment practices claim.

B. INSURING AGREEMENT – INTERNAL CRIME

1. Cover

Subject to the terms, exclusions, definitions and conditions of this **Policy**, **We** will indemnify the **Insured** for **Direct Financial Loss** which is first **Discovered** and notified to **Us** during the **Period of Insurance**, which is directly caused by a **Dishonest Act**.

2. Limit of Liability

Our liability for all **Direct Financial Loss** covered under this Insuring Agreement is subject to the **Sub-Limit** applicable to this Insuring Agreement, which forms part of, and is not in addition to, the **Section 2 Limit of Liability**.

3. Crime Investigation Costs

- 3.1 **We** will pay **Crime Investigation Costs** in respect of **Direct Financial Loss** for which the **Insured** is entitled to indemnity under this **Policy**, in a sum not exceeding \$25,000.00.
- 3.2 **Crime Investigation Costs** payable under clause 3.1 above form part of, and are not in addition to, the **Sub-Limit** applicable to this Insuring Agreement, as provided for in clause 2.

3.3 Unless **We** are satisfied that the **Direct Financial Loss** is established to have been directly caused by a **Dishonest Act** and covered under this Insuring Agreement, **We** and the **Insured** will each pay half of the costs incurred to investigate. The appointment of an investigator will be solely at **Our** discretion.

4. Definitions Applicable to this Insuring Agreement

4.1 **Crime Investigation Costs** means the reasonable and necessary fees, costs and expenses of an investigator jointly appointed by **Us** and the **Insured** to investigate the circumstances giving rise to the **Direct Financial Loss** and establish the amount of any **Direct Financial Loss** notified to **Us**.

4.2 **Direct Financial Loss** means a financial loss sustained by the **Insured** which is directly caused by the loss of money or other tangible property:

- (a) owned by the **Insured** in connection with the **Business**; or
- (b) which is in the care, custody or control of the **Insured** in connection with the **Business**, and for which the **Insured** is legally liable.

All **Direct Financial Loss** directly caused by one or a series of related **Dishonest Acts** shall constitute a single **Direct Financial Loss**.

4.3 **Discovered** means that time when any **Insured**:

- (a) becomes aware of any facts which would cause a reasonable person in the position of the **Insured** to suspect that a **Direct Financial Loss** has been or may be incurred; or
- (b) has actual knowledge of a **Direct Financial Loss**.

4.4 **Dishonest Act** means any fraudulent or dishonest act committed on or after the **Retroactive Date** by an **Employee** acting alone or in collusion with other persons:

- (a) with the intent to cause any **Insured** to sustain **Direct Financial Loss**; and
- (b) which results in a financial benefit for that **Employee** and/or any other person or organisation.

5. Exclusions Applicable to this Insuring Agreement

In addition to the General Exclusions applicable to this **Policy**, this Insuring Agreement does not provide cover in respect of any:

- 5.1 **Direct Financial Loss** first **Discovered** prior to the commencement of the **Period of Insurance**;
- 5.2 **Direct Financial Loss** of which any **Insured** had actual knowledge, from the time that knowledge was first obtained;
- 5.3 Loss directly or indirectly arising from or in any way connected with any fraudulent or dishonest acts committed or condoned by any **Insured**;

5.4 Indirect and/or consequential losses including but not limited to any loss of income or increased expenses, any liability to a third party, any costs, fees or expenses incurred by the **Insured** in prosecuting or defending any demand, claim, legal or related proceedings;

5.5 Loss that can only be proven by profit and loss accounts (or inventory calculations or stocktakes);

5.6 Loss directly or indirectly arising from or in any way connected with the distribution or accessing of any confidential information including but not limited to customer information, trade secrets, computer information, patents or trademarks (except to the extent that any such information is used to support or facilitate the committing of a criminal act covered by this section); or

5.7 Loss directly or indirectly arising from or in any way connected with the failure to have in place or adhere to procedures for the segregation of duties in connection with the issuing and drawing of cheques, account withdrawals or fund transfers. This includes failure to obtain a countersignature on cheques, failure to ensure that any bank transfer, payment or delivery of money is duly authorised by more than one **Employee**, and overpayment of remuneration where not independently verified.

C. INSURING AGREEMENT – STATUTORY LIABILITY

1. Cover

Subject to the terms, exclusions, definitions and conditions of this **Policy**, **We** will indemnify the **Insured** for **Statutory Liability** to the extent insurable by law arising directly from a **Claim** first made against the **Insured** during the **Period of Insurance**.

2. Limit of Liability

Our liability for all **Claims** covered under this Insuring Agreement is subject to the **Sub-Limit** applicable to this Insuring Agreement, which forms part of, and is not in addition to, the **Section 2 Limit of Liability**.

3. Defence Costs

We will pay **Defence Costs** in respect of **Statutory Liability** for which the **Insured** is entitled to indemnity under this **Policy**. Such sum forms part of, and is not in addition to, the **Sub-Limit** applicable to this Insuring Agreement, and the **Section 2 Limit of Liability**.

4. Definitions Applicable to this Insuring Agreement

4.1 **Statutory Liability** means:

- (a) a civil fine or pecuniary civil penalty levied pursuant to a statute, which the **Insured** is legally liable to pay; or
- (b) a pecuniary penalty awarded in criminal proceedings, but solely in respect of accidental and unintentional breaches by the **Insured** of any Commonwealth, State or Territory legislation.

5. Exclusions Applicable to this Insuring Agreement

In addition to the General Exclusions applicable to this **Policy**, this Insuring Agreement does not provide cover in respect of claims directly or indirectly arising from or in any way connected with:

- 5.1 Any **Claim** conducted or instituted by the Office of the Legal Services Commissioner, the Law Society of any Australian State or Territory, or any regulatory person or body acting on behalf of those bodies;
- 5.2 Any breach of a legal or regulatory obligation relating to vehicular, road, air or marine traffic;
- 5.3 Any contravention of:
 - (a) sections 182,183, 588G, 601FD, 601FE or 601JD of the *Corporations Act 2001* (Cth);
 - (b) the *Fair Trading Act 1987* (NSW) or any similar legislation of any Australian State or Territory; or
 - (c) the *Competition and Consumer Act 2010* (Cth);provided always that this exclusion shall only apply where the contravention has been established by a judgment of an Australian Court, or other final adjudication;
- 5.4 A breach or alleged breach of the *Privacy Act 1988* (Cth);
- 5.5 Any amounts payable as compensation, damages, including any exemplary or punitive damages or the multiplied part;
- 5.6 The cost or payment of any compliance, remedial, reparation, restitution or enforcement orders;
- 5.7 Any economic loss, consequential or otherwise; or
- 5.8 Any fine or penalty awarded outside the jurisdiction or laws of Australia.

D. INSURING AGREEMENT – MITIGATION COSTS

1. Cover

- 1.1 Subject to the terms, exclusions, definitions and conditions of this **Policy**, **We** will indemnify the **Insured** for **Mitigation Costs** incurred by the **Insured** during the **Period of Insurance**, necessary to rectify, or to mitigate the effects of, any act or omission that would otherwise result in a **Claim** covered under the policy, provided that:
 - (a) the **Insured**:
 - (i) first discovers such act or omission during the **Period of Insurance** and notifies **Us** of such act or omission during the **Period of Insurance**; and
 - (ii) notifies **Us** during the **Period of Insurance** of its intention to take such action and obtains **Our** written consent (which shall not be unreasonably withheld);or
 - (b) the **Insured** first discovers such act or omission during the **Period of Insurance** and, for the purpose of mitigating the **Loss**, it is impracticable to notify **Us** of such act or omission or seek **Our** written consent prior to incurring **Mitigation Costs**.

- 1.2 The **Insured** is entitled, during the **Period of Insurance**, to a free legal consultation from a member of the **Lawcover Advisory Panel**, up to a maximum of one hour, on any matter notifiable or that could reasonably be assumed to be notifiable under this **Policy**, provided that:
 - (a) **You** may not seek advice on this **Policy** or any indemnity issues arising therefrom; and
 - (b) **You** authorise the **Lawcover Advisory Panel** member engaged by **You** to disclose to **Us** any information obtained in the course of tendering advice to **You**, and **You** waive to the extent necessary all rights to legal professional privilege as between **You** and **Us**.

2. Limit of Liability

- 2.1 **Our** liability for all **Mitigation Costs** covered under this Insuring Agreement is subject to the **Sub-Limit** applicable to this Insuring Agreement, which forms part of, and is not in addition to, the **Section 2 Limit of Liability**.
- 2.2 In the event of the erosion of the **Sub-Limit** under this Insuring Agreement, **We** agree to one reinstatement of the **Sub-Limit** under this Insuring Agreement.

E. INSURING AGREEMENT – TAX AUDIT

1. Cover

Subject to the terms, exclusions, definitions and conditions of this **Policy**, **We** will indemnify the **Insured** for **Tax Audit Costs** incurred within Australia in connection with a **Tax Audit Notice** served on the **Insured** during the **Period of Insurance**.

2. Limit of Liability

Our liability for **Tax Audit Costs** covered under this Insuring Agreement is subject to the **Sub-Limit** applicable to this Insuring Agreement, which forms part of, and is not in addition to, the **Section 2 Limit of Liability**.

3. Definitions Applicable to this Insuring Agreement

- 3.1 **Tax Audit Costs** means the reasonable fees, charges and disbursements rendered by registered tax agents, or qualified accountants, who are not **Your Employees**, who are engaged by **You** with **Our** prior written consent to undertake work directly in response to a **Tax Audit Notice**.
- 3.2 **Tax Audit Notice** means a formal notice or related document from the Australian Taxation Office, relating directly to a tax return lodged by or on behalf of the **Insured**, arising from the **Insured's** liability to pay income tax and/or **GST**.

4. Exclusions Applicable to this Insuring Agreement

In addition to the General Exclusions applicable to this **Policy**, this Insuring Agreement does not provide cover in respect of claims directly or indirectly arising from or in any way connected with:

- 4.1 Any legal liability, court costs, fines, penalties, tax, penalty tax or interest;
- 4.2 Any routine enquiries, or enquiries made by the Australian Tax Office or a related body, which are not preliminary to or relating to a **Tax Audit Notice**;
- 4.3 Any **Tax Audit Costs** incurred:
 - (a) Prior to the receipt of a **Tax Audit Notice**; or
 - (b) After completion of work arising from a **Tax Audit Notice**;
- 4.4 Any costs, fees, charges and disbursements ordinarily associated with the maintenance and upkeep of **Your Business** accounts, returns, taxation and financial records, and the preparation prior to lodgement of **Your** accounts, returns, taxation and financial records as required by any relevant legislation;
- 4.5 Any audit concerning income earned outside Australia, or where the source of income is outside Australia; or
- 4.6 Any matter arising under customs or excise legislation.

F. INSURING AGREEMENT – DIRECTORS AND OFFICERS

1. Cover

- 1.1 Subject to the terms, exclusions, definitions and conditions of this **Policy**, **We** will indemnify an **Insured Person** for all **Loss** arising from a **Claim** first made against the **Insured Person** during the **Period of Insurance**, as a result of a **Wrongful Act** committed by that **Insured Person** in the course of performing their duties in the **Business**.
- 1.2 Subject to the terms, exclusions, definitions and conditions of this **Policy**, **We** will pay to or on behalf of the **Insured** all **Loss** arising from a **Claim** first made against an **Insured Person** during the **Period of Insurance**, as a result of a **Wrongful Act** committed by that **Insured Person** in the course of performing their duties in the **Business**, where the **Insured** has indemnified or agreed to indemnify the **Loss**.
- 1.3 Subject to the terms, exclusions, definitions and conditions of this **Policy**, **We** will indemnify the **Insured** for all **Loss** arising from a **Claim** first made against the **Insured** during the **Period of Insurance**, as a result of a **Wrongful Act** committed in the course of the conduct of the **Business**.

2. Limit of Liability

Our liability for all **Claims** covered under this Insuring Agreement is subject to the **Sub-Limit** applicable to this Insuring Agreement, which forms part of, and is not in addition to, the **Section 2 Limit of Liability**.

3. Exclusions Applicable to this Insuring Agreement

In addition to the General Exclusions applicable to this **Policy**, this Insuring Agreement does not provide cover in respect of claims directly or indirectly arising from or in any way connected with:

- 3.1 The conduct of any person whilst acting for or on behalf of any person or entity who is not the **Insured**;
- 3.2 Any **Claim** conducted or instituted by the Office of the Legal Services Commission, the Law Society of any Australian State or Territory, or any regulatory person or body acting on behalf of those bodies;
- 3.3 Any contravention of:
 - (i) sections 182, 183, 588G, 601FD, 601FE or 601JD of the *Corporations Act 2001* (Cth);
 - (ii) any breach of the *Fair Trading Act 1987* (NSW) or any similar legislation of any Australian State or Territory; or
 - (iii) any breach of the *Competition and Consumer Act 2010* (Cth);provided always that this exclusion shall only apply where the contravention has been established by a judgment of an Australian Court, or other final adjudication;
- 3.4 The insolvency, liquidation, bankruptcy, receivership or administration of the **Insured**;
- 3.5 The actual or alleged inability of the **Insured** to meet any or all of its debts as and when they fall due;
- 3.6 Any public offer for the raising of capital by debt or equity, including but not limited to any prospectus;
- 3.7 Superannuation benefits or liabilities, including the failure of the **Insured** to pay into, or collect contributions for, a fund as required by law and/or a fund trust deed;
- 3.8 Any claim brought by or on behalf of any shareholder:
 - (i) who or which currently owns, controls or has an interest in, or previously owned, controlled or had an interest in, directly or indirectly, equal to or more than 10% of the voting share capital of the **Insured**, any subsidiary or any associated company; and/or
 - (ii) who or which has or had, at any time, any Board representation on the **Insured**, any subsidiary or any associated company irrespective of the time of the wrongful act or other conduct;
- 3.9 **Loss** which is subject to indemnity pursuant to **Policy** Section 1 or any other Insuring Agreement in **Policy** Section 2;
- 3.10 **Personal Injury**; or
- 3.11 **Property Damage**.

SECTION 3 – GENERAL EXCLUSIONS

In addition to the specific exclusions arising under each respective Insuring Agreement of this **Policy**, no cover is available under this **Policy** for:

1. Prior or Pending Knowledge or Litigation

Any **Claim** directly or indirectly arising from or in any way connected with any:

- (a) circumstances which were known to any **Insured** prior to the commencement of the **Period of Insurance**, and which the **Insured** knew or ought reasonably to have known might give rise to a **Claim**;
- (b) circumstances which were, or could have been, or which can be, notified under any policy existing prior to the commencement of the **Period of Insurance**; or
- (c) pending or prior litigation as at the commencement of the **Period of Insurance**;

2. Retroactive Date

Any **Claim** or **Direct Financial Loss** or **Investigation** directly or indirectly arising from or in any way connected with any:

- (a) **Employment Practice Breach**;
- (b) **Dishonest Act**;
- (c) **Wrongful Act**;
- (d) breach of any Commonwealth, State or Territory legislation; or
- (e) other event leading to such a **Claim** or **Direct Financial Loss** or **Investigation**

that occurred or is alleged to have occurred prior to the **Retroactive Date**, and whether or not known by the **Insured**;

3. Breach of Professional Duty

Any **Claim** or **Occurrence** from the provision of legal services by the **Insured** in Australia or elsewhere whether or not that **Claim** is made by or on behalf of a person or entity claiming to have been a client of the **Insured**;

4. Dealing with Trust Property

Any **Claim** or **Direct Financial Loss** directly or indirectly arising from or in any way connected with a failure to pay trust money or deliver trust property, or a fraudulent dealing with trust property, where the law practice received the money or property on trust in the course of providing legal services and where the failure or fraudulent dealing arises from a dishonest act of an associate of the law practice (as defined in the *Legal Profession Uniform Law (NSW)* section 6(1));

5. Insured's Assistance

Any **Claim** which is brought with the solicitation, intervention, participation or assistance of an **Insured** against whom it is brought, other than if the **Insured** is compelled by law to assist or participate in a **Claim**;

6. Personal Injury/Property Damage

Any **Claim** for **Personal Injury** and/or **Property Damage**.

This exclusion will not apply to:

- (a) any **Claim** in respect of mental anguish or emotional distress or disturbance arising from an **Employment Practice Breach**; or
- (b) any **Loss** for which the **Insured** is entitled to indemnity under **Policy** Section 1;

7. Pollution

Any **Claim** or **Occurrence** arising directly or indirectly from or in any way connected with:

- (a) the actual, alleged or threatened discharge, dispersal, release or escape of **Pollutants** into or upon land, the atmosphere or any water course or body of water, whether such discharge, dispersal, release or escape is intentional or accidental; or
- (b) any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise **Pollutants**;

8. Radioactivity

Any **Claim** or **Occurrence** arising directly or indirectly from or in any way connected with:

- (a) loss or destruction of or damage to any property or any other loss or expense or any consequential loss whatsoever resulting from or arising from **Radioactivity**; or
- (b) any legal liability of whatever nature directly or indirectly caused by, or contributed to by, or arising from **Radioactivity**;

9. Fraudulent, Dishonest and Wilful Conduct

Any **Claim** or **Occurrence** directly or indirectly arising from or in any way connected with that **Insured**:

- (a) committing or condoning an intentional, dishonest, fraudulent, criminal or malicious act or omission;
- (b) committing or condoning a reckless, intentional or wilful violation or breach of any statute, regulation, contract or duty;
- (c) committing or condoning any breach of any of sections 182, 183, 588G, 601FD, 601FE or 601JD of the *Corporations Act 2001* (Cth); or

- (d) having actual knowledge of, or being in possession of facts which would cause a reasonable person in the position of that **Insured** to know of, the commission by another **Insured** of any or all of the matters referred to in (a) to (c) above, where that **Insured** fails to report or intervene in any or all of the matters referred to in (a) to (c).

This exclusion will only apply if it is established through a judgment, tribunal decision or any other final adjudication adverse to the **Insured**, or any admission by the **Insured** against whom the conduct is alleged, that the relevant conduct did in fact occur.

Where the **Insured** is an incorporated legal practice, this exclusion will only apply where the relevant legal practitioner director of the **Insured** at the time of the commission, or alleged commission, of each act, omission or breach had the requisite state of mind;

10. Insolvency and External Intervention

Any **Claim** directly or indirectly arising from or in any way connected with:

- (a) The insolvency, liquidation, bankruptcy, receivership or administration of the **Insured**; or
- (b) the appointment of an external intervener pursuant to Chapter 6 of the *Legal Profession Uniform Law* (NSW) or any similar legislation of any Australian State or Territory;

11. Fines, Penalties and Punitive Damages

Any liability directly or indirectly arising from or in any way connected with fines, penalties, exemplary damages, punitive damages, liquidated damages and/or aggravated damages. This exclusion will not apply to any **Claim** for which the **Insured** is entitled to indemnity under **Policy** Section 2. C. Insuring Agreement – Statutory Liability;

12. Assumed Duties or Obligations

Any **Claim** or **Occurrence** directly or indirectly arising from or in any way connected with:

- (a) a liability under a contract, warranty, guarantee or undertaking (unless that liability would have attached to the **Insured** in the absence of the contract, warranty, guarantee or undertaking); or
- (b) the **Insured** giving up or limiting a right of contribution or indemnity, but then only to the extent of any prejudice suffered by **Us** as a result;

13. Insured v Insured

Any **Claim**, or proceedings directly or indirectly arising from or in any way connected with an **Occurrence**, made by:

- (a) an **Insured** against any other **Insured**;
- (b) any company in which any **Insured** holds (beneficially or otherwise) more than 10% of the voting shares or rights; or
- (c) any trust in respect of which any **Insured** is a trustee or beneficiary and/or has a direct or indirect financial interest;

other than if the **Insured** is compelled by law to assist or participate in a **Claim**;

14. Professional Fees and Trading Debts

Any **Claim** directly or indirectly arising from or in any way connected with:

- (a) a refund, or calculated by reference to a refund, invoice or payment, of professional fees or charges, by way of damages, offset or otherwise;
- (b) liability to pay trading debts, or calculated by reference to a trading debt; or
- (c) liability for repayment of a loan or any part thereof, or calculated by reference to the repayment of any loan;

15. Intellectual Property Infringement

Any **Loss** directly or indirectly arising from or in any way connected with actual or alleged plagiarism, misappropriation, infringement or violation of copyright, patent, trademark, intellectual property rights or trade secrets, or unfair trade practices;

16. Employers' liability

Any **Loss** directly or indirectly arising from or in any way connected with:

- (a) any liability of any **Insured** as an employer;
- (b) any liability imposed by the provisions of any industrial award or agreement or determination; or
- (c) any **Employment Practice Breach**.

This exclusion will not apply to any **Claim** for which the **Insured** is entitled to indemnity under **Policy** Section 2. A. Insuring Agreement – Employment Practices Liability;

17. Defamation

Any **Loss** directly or indirectly arising from or in any way connected with the publication of or utterance of any defamatory, libellous, slanderous or disparaging material or statement by any **Insured**;

18. Electronic Data

Any **Claim** or **Occurrence** directly or indirectly arising from or in any way connected with:

- (a) The total or partial destruction, distortion, erasure, corruption, alteration, loss of use, reduction in functionality, misinterpretation or misappropriation of **Electronic Data**, whether or not caused by **Computer Virus**;
- (b) Any error in creating, amending, deleting or using **Electronic Data**;
- (c) Any total or partial inability to send, retrieve, use or access **Electronic Data**;
- (d) Any publication by or on behalf of the **Insured** to any internet site, intranet site or other portal; or
- (e) An actual or suspected breach or failure of any information technology system or data security system;

19. Territorial and Jurisdictional Limits

- (a) any **Claim** or **Occurrence** directly or indirectly arising from or in any way connected with any act or conduct committed or alleged to have been committed outside the **Territorial Limits**;
- (b) any **Claim** directly or indirectly arising from or in any way connected asserted, or judgment entered, in a court of law, arbitration, tribunal, forum or other body entitled to impose enforceable orders against the **Insured** pursuant to the laws of the United States of America or the Dominion of Canada or their territories or protectorates; or
- (c) any **Claim** directly or indirectly arising from or in any way connected to the enforcement of any judgment, 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;

20. Taxes

Any direct or indirect tax obligations of any kind, including under the *Income Tax Assessment Act 1997* (Cth) or the **GST Act**; or

21. War/Acts of Terrorism

Any **Claim** directly or indirectly arising from or in any way connected with any of the following, regardless of any cause or event contributing concurrently or in any other sequence:

- (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 rising or usurped power;
- (b) any **Act of Terrorism**; or
- (c) any action taken in controlling, preventing, suppressing or in any way relating to sub-clauses (a) and/or (b) above.

For the purposes of this exclusion, an **Act of Terrorism** means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s), 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.

22. Infectious Disease / COVID-19 Exclusion

Any Loss directly or indirectly arising from or in any way connected with any of the following, including any fear or threat thereof, whether actual or perceived:

- (a) any infectious disease, virus, bacterium or other microorganism (whether asymptomatic or not);
- (b) Coronavirus (COVID-19) including any mutation or variation thereof; or
- (c) Any pandemic or epidemic, as declared as such by the World Health Organisation or any Australian government authority.

SECTION 4 – CONDITIONS

These conditions apply to all Sections of this **Policy**.

1. Notification

The **Insured** shall notify **Us** of any **Claim** or **Occurrence** or **Investigation**, as soon as practicable and within the **Period of Insurance**.

Any notice to **Us** shall be given in writing and delivered to:

Claims Department
Lawcover Insurance Pty Limited
Level 13
383 Kent Street
SYDNEY NSW 2000

Or by email addressed to:

mnotifications@lawcover.com.au

2. Co-operation

The **Insured** shall, at its own cost, provide **Us** with all information and assistance required by **Us** and/or legal representatives, investigators and others appointed by **Us** in relation to any **Claim**, **Occurrence** or **Loss**.

3. Claims Control

- 3.1 The **Insured** agrees that **We** may at any time conduct, in the name of the **Insured** and in consultation with the **Insured**, the defence or settlement of any **Claim**, and/or any proceedings or negotiations in connection with an **Occurrence**, and **We** may also relinquish the conduct of any such legal defence, or negotiation.
- 3.2 The **Insured** agrees that **We** may appoint legal representatives to defend and/or represent the **Insured** in respect of any **Claim** or any proceedings in connection with an **Occurrence**, in consultation with the **Insured**.
- 3.3 The **Insured** agrees not to admit liability for or settle any **Claim** or demand or proceedings in connection with an **Occurrence**, or make any admission, offer any payment or assume any obligation in connection with any **Claim** or **Occurrence**, or incur any **Defence Costs** in connection with any **Claim** or **Occurrence** without **Our** prior written consent.
- 3.4 **We** shall not be liable for any settlement, **Loss**, **Defence Costs**, admission, offer, payment or assumed obligation in relation to which **We** have not given **Our** prior written consent.

4. Advancement of Costs

- 4.1 **We** will advance to or on behalf of the **Insured** **Defence Costs**, **Mitigation Costs** and **Legal Representation Expenses** as and when incurred and prior to resolution of any **Claim**, not exceeding the **Section 2 Limit of Liability** or applicable **Sub-Limit**.

- 4.2 The **Insured** will repay to **Us**, within 60 days of request, any **Defence Costs**, **Mitigation Costs** and **Legal Representation Expenses** advanced under clause 4.1 to the extent it is established, by admission, judgment or other adjudication that the **Insured** is not entitled to coverage for those **Defence Costs**, **Mitigation Costs** or **Legal Representation Expenses**, or for any part of such **Defence Costs**, **Mitigation Costs** or **Legal Representation Expenses**.

5. Allocation

- 5.1 When a **Claim** is in relation to a mix of matters, and **We** indemnify the **Insured** for some but not for others, **We** may reduce the amount of **Defence Costs** **We** pay to a proportion that reflects an amount fairly attributable to the matters for which **We** indemnify the **Insured**. **We** may determine that proportion in **Our** absolute discretion. However, **We** will have regard to the value of the proportion of the matters for which **We** indemnify the **Insured** and those **We** do not.

Only **Loss** incurred by the **Insured**, and in the case of **Defence Costs** those that are directly attributable to the **Insured's** defence of any **Claim**, are covered, subject always to the terms and conditions of this **Policy**.

- 5.2 If an allocation cannot be agreed then it shall be determined by a Senior Counsel to be mutually agreed upon or, if agreement cannot be reached, to be nominated by the then President of the Bar Association. Such determination will be as an expert and will be based upon written submissions only and will be final and binding. The Senior Counsel shall make the determination based on the relative legal and financial exposures attributable to covered and uncovered matters and/or parties. The costs of Senior Counsel under this sub-clause shall be borne by **Us**.
- 5.3 After the allocation has been determined, the **Insured** will refund to **Us** any amount which **We** have paid that exceeds the determined entitlement under this **Policy**.

6. Discharge of liability

We may at any time, and in respect of any **Claim** or **Occurrence**, pay to the **Insured** the **Section 1 Limit of Liability** or **Sub-Limit**, as applicable (after deduction of any payment already made by **Us**). Such a payment will extinguish all liability under the **Policy** in connection with such **Claim** or **Occurrence**, including as to **Defence Costs**.

7. Order of Payment

If the payment of **Loss** in respect of a **Claim** is due under **Policy** Section 2 but the amount of such **Loss** in the aggregate exceeds the remaining available **Section 2 Limit of Liability**:

- (a) **We** will first pay any **Loss** payable under **Policy** Section 2. F. Insuring Agreement – Directors & Officers, clause 1.1; and
- (b) to the extent of any remaining amount of the **Section 2 Limit of Liability** available after payment under (a) above, **We** will pay such **Loss** for which coverage is provided under any other provision of this **Policy** in the sequence in which it is notified.

8. Assignment

The **Insured** must not assign the **Policy** or any rights under the **Policy** without **Our** prior written consent by way of endorsement to the **Policy**.

9. Subrogation

- 9.1 Where **We** have paid an amount under the **Policy**, **We** become entitled to any rights the **Insured** has against any person or entity in relation to the **Claim** or **Loss**, to the extent of the payment.
- 9.2 The **Insured** must, at its own cost, do all that is reasonably necessary to assist **Us** in exercising **Our** rights of subrogation, including the provision of all such information as **We** may reasonably require. If the costs in assisting **Us** are unreasonable, subject to **Our** prior written consent, **We** may bear those costs.
- 9.3 Subject to sub-clauses 9.4 and 9.5 below, **We** agree to waive **Our** rights of subrogation against each **Insured**.
- 9.4 **We** may at any time exercise **Our** rights of subrogation against any **Insured** when the **Loss** arises from dishonest, fraudulent, criminal or malicious conduct of that **Insured**. **We** shall only exercise such rights where a Court has determined that such conduct did occur.
- 9.5 In respect of **Policy** Section 2. B. Insuring Agreement – Internal Crime, **We** may at any time exercise **Our** rights of subrogation against any third party or **Insured** who has, or is alleged to have, committed **Dishonest Acts** resulting in a **Direct Financial Loss** that **We** have paid or will be liable to pay under the **Policy**.

10. Aggregation

All **Loss** directly or indirectly arising from the same act or omission, or from one of more related acts of omissions, shall constitute a single **Loss** will be treated as a single **Claim** and each will be deemed for the purposes of this **Policy** to be first made on the date the earliest **Claim** is first made.

11. Continuous Cover

- 11.1 Notwithstanding the provisions of **Policy** Section 3 - General Exclusions clause 1, **We** agree to indemnify the **Insured** in respect of any **Claim** notified to **Us** during the **Period of Insurance** where that **Claim** arose from circumstances which the **Insured** knew (or ought reasonably to have known) prior to the commencement of the **Period of Insurance** were circumstances which may have given rise to a **Claim**, provided that:
 - (a) the **Insured** is not guilty of any fraudulent non-disclosure or misrepresentation; and

- (b) **We** were the **Insured's** insurer for the continuous and uninterrupted period between the date on which the **Insured** first became aware of the circumstances (or ought reasonably to have become so aware) and the date the **Claim** was made.

- 11.2 Indemnity will be extended in accordance with the terms, conditions and exclusions in this **Policy**.
- 11.3 **We** reserve **Our** rights at all times to reduce our liability in respect of any **Claim** for which indemnity is granted under this clause to the extent of any prejudice suffered by **Us** as a result of late notification.

12. Excess

- 12.1 The **Insured** will pay the **Excess** in the event that **We** agree to indemnify the **Insured** for **Loss**.
- 12.2 Unless otherwise stated in the **Schedule**, the **Loss** to which the **Excess** applies is inclusive of **Defence Costs**.
- 12.3 Costs and expenses incurred by **Us** in determining whether **We** are liable to indemnify the **Insured** under the **Policy** are not subject to the **Excess**.

13. Non-Imputation

- 13.1 Each **Insured** shall be deemed to have made its own proposal for this **Policy**.
- 13.2 Any declaration, statement or representation made in any proposal will be treated as a separate declaration, statement or representation by each **Insured**.
- 13.3 Any knowledge possessed by any **Insured** shall not be imputed to any other **Insured**.

14. Interpretation

- 14.1 Some of the words in this **Policy** have special meanings. These meanings can be found in **Policy** Section 5 - Definitions. If a word has a special meaning, it appears in this **Policy** in bold and with a capitalised first letter. These words may appear without bold type in the **Schedule**.
- 14.2 A reference to legislation is a reference to that legislation as amended, re-enacted or replaced, and includes any regulations and subordinate legislation issued under it.
- 14.3 Except where the context otherwise requires it:
 - (a) the singular includes the plural and the plural includes the singular;
 - (b) if a word or phrase is defined, its other grammatical forms have a corresponding meaning; and
 - (c) words importing a gender include every other gender.
- 14.4 The clause headings in this **Policy** are included for the purposes of reference. They do not form part of this **Policy** for interpretation or any other purpose.

15. Notification of Changes

The **Insured** must notify **Us** of every change materially affecting the facts or circumstances existing at the commencement of the **Period of Insurance**, immediately after such change comes to the notice of the **Insured**, including but not limited to a change in control, acquisition of a practice or part of a practice, disposition of a practice or part of a practice, appointment of a practice manager or liquidation of the **Insured**.

16. Adjustment of Premium

Premium is calculated by **Us** based on the information provided by the **Insured** in the **Policy** application, including estimated gross fee income of the **Insured** law practice for the forthcoming financial year. If requested by **Us** at the end of the **Period of Insurance**, the **Insured** will notify **Us** of the **Insured** law practice's actual gross fee income for the relevant period, for the purpose of a premium adjustment. The **Insured** agrees to pay additional premium as **We** may request if actual gross fee income has exceeded estimated gross fee income, or if **We** request additional premium due to a notification of a change under condition 15 above.

17. Governing Law and Jurisdiction

This **Policy** is governed by the laws of the Commonwealth of Australia and the State of New South Wales. Any disputes relating to the interpretation of this **Policy** shall be submitted to the exclusive jurisdiction of the Supreme Court of New South Wales.

18. Cancellation

The **Insured** may cancel the **Policy** at any time by notifying **Us** in writing.

We may cancel the **Policy** in accordance with the provisions of the Insurance Contracts Act 1984 (Cth).

On cancellation, **We** agree to allow a pro-rata refund of premium based upon the unexpired **Period of Insurance** unless **We** have been notified of any matter under this **Policy**.

19. Complaints Procedures

Any enquiry or complaint relating to this **Policy** should be referred to **Us** in the first instance. If this does not resolve the matter or **You** are not satisfied with the way a complaint has been dealt with, **You** should write to:

The Complaints Officer

Lawcover

Level 13, 383 Kent Street
SYDNEY NSW 2000

DX 13013 Sydney Market Street

Email: lawcover@lawcover.com.au

Complaints will be handled in accordance with Lawcover's Complaints Handling Procedure, a copy of which is available at www.lawcover.com.au.

20. General Insurance Code of Practice

This **Policy** is Insurance Council of Australia's General Insurance Code of Practice compliant, apart from any claims adjusted outside Australia. **Lawcover** proudly supports the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry.

A copy of this Code is available by contacting **Lawcover** or from the Insurance Council of Australia's website at www.ica.com.au or from the Code's dedicated website at www.codeofpractice.com.au.

21. Privacy Statement

Lawcover respects Your privacy

This Privacy Statement is a summary of the Lawcover Privacy Policy, which you can access on our website: www.lawcover.com.au. Please read the Privacy Policy for a full explanation of the kinds of information that **We** collect, how and why **We** collect it and when **We** provide it to third parties.

Why and how We collect Your personal information

We collect personal information so that **We** can provide **Our** insurance products and services, **Our** risk management education and consultation services, and **Our** other educational publications and events. **We** may also use **Your** personal information to promote products or services that may be of interest to you, and to obtain feedback on **Our** products and services.

We collect **Your** personal information when you are applying for, renewing or updating an insurance policy, when **We** are handling a claim, when **We** are processing a payment or registering you for a workshop, seminar or other event or forum, and where **We** are responding to an inquiry or contact from you.

Sometimes **We** receive information from third parties such as a person **We** believe to be authorised by you, or a Law Society or another insurer.

When We disclose Your personal information

We may share **Your** personal information with **Our** service providers, if it helps us to provide **Our** products and services to you. In some cases, **Our** service providers (such as brokers, insurers, reinsurers, IT providers and research consultants) may be located outside Australia (such as UK, USA, Singapore, France, Germany, Switzerland, India and New Zealand).

Your consent

You agree that **We** may collect, use and disclose **Your** personal information on these terms.

Contact us

Please contact the Lawcover Privacy Officer in writing if you would like to:

- Request a copy of **Your** personal information
- Correct or update **Your** personal information
- Tell us that you no longer consent to **Our** use of **Your** personal information
- Opt-out of receiving information about optional products or services **We** think may be of interest to you
- Report a privacy breach, or
- Make a complaint about the management of **Your** personal information.

The Privacy Officer

Lawcover Insurance Pty Limited

Level 13, 383 Kent Street, Sydney NSW 2000

DX 13013 Sydney Market Street

lawcover@lawcover.com.au

Time-critical matters may be raised by telephone on (02) 9264 8855.

SECTION 5 – DEFINITIONS

In this **Policy**, the following words have the meaning set out in this section.

1. **Act of Terrorism** means:

Any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public or any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- (a) involves violence against one or more persons;
- (b) involves damage to property;
- (c) endangers life other than that of the person committing the action; or
- (d) is designed to interfere with or to disrupt an electronic system.

2. **Business** means work done by the **Insured**, or business transacted by the **Insured**, in the ordinary course of carrying on the business of a lawyer in private practice in Australia.

3. **Child** means a person under eighteen (18) years of age.

4. **Claim** means:

- (a) a written demand for legal relief;
- (b) any civil proceedings;
- (c) any formal or official investigation by a regulatory or governmental institution which is legally authorised to carry out an investigation;
- (d) any requirement by a regulatory, judicial or governmental institution to compel an **Insured** to attend at any place to answer questions or to produce documents;
- (e) a written demand or a civil proceeding by an **Employee** alleging an **Employment Practice Breach**; or
- (f) an **Investigation**.

5. **Computer Virus** means corrupting, harmful or otherwise unauthorised instructions or code including maliciously introduced unauthorised instructions or code, programming or otherwise, that spread themselves through a computer system or network of whatsoever nature.

6. **Defence Costs** means the reasonable legal costs and expenses:

- (a) solely and exclusively incurred by the **Insured** with **Our** prior written agreement, to defend a **Claim** or an alleged liability arising as a result of an **Occurrence** for which the **Insured** is entitled to indemnity under this **Policy**; or

- (b) solely and exclusively incurred by **Us** to defend a **Claim** or an alleged liability arising as a result of an **Occurrence** for which the **Insured** is entitled to indemnity under this **Policy**.

Defence Costs do not include the **Insured's** own internal costs including wages, salaries or costs of any **Insured**.

7. **Director or Officer** means:

- (a) a current or former director or officer or company secretary of the **Insured**; or
- (b) a person who makes or participates in making decisions that affect the whole, or a substantial part, of the business of the **Insured**.

8. **Electronic Data** means facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for such equipment.

9. **Employee** means any natural person who is a past, present or prospective employee of the **Insured**, but does not include any independent contractor, or any hired labour or any secondees or locums.

10. **Employment Practice Breach** means any actual or alleged:

- (a) unlawful discharge or termination of employment, unlawful demotion, unlawful failure to promote, unlawful deprivation of career opportunity and/or unlawful refusal to employ;
- (b) breach of employment discrimination laws, including sexual or other workplace harassment and/or unlawful discrimination;
- (c) employment related misrepresentation, invasion of privacy, and/or humiliation; or
- (d) breach of any written or oral employment contract.

A single **Employment Practice Breach** means all respective **Employment Practice Breaches** which are related or form part of a series of related conduct or form part of a course of conduct that is not entirely unconnected, different or unrelated.

11. **Excess** means that amount shown in the **Schedule** which the **Insured** must pay in relation to each and every **Claim** or **Occurrence**.

12. **Firm** means those persons who, from time to time, constitute the partnership named as the **Insured** in the **Schedule**.

13. **GST** means Goods and Services Tax, as that term is defined in the **GST Act**.

14. **GST Act** means A New Tax System (Goods and Services Tax) Act 1999 (Cth).
15. **Insured** means:
- (a) the **Firm**, sole practitioner or incorporated legal practice named as the **Insured** in the **Schedule**;
 - (b) an **Insured Person**;
 - (c) each service or administration entity connected with the law practice named as the **Insured** in the **Schedule** but only to the extent that their activities are carried out exclusively in the conduct of the **Business**; or
 - (d) if any party named in the **Schedule** as an **Insured** is an individual, the personal representative of that individual in the event of the death, incapacitation or mental disorder of that individual, but only in respect of liability incurred by that individual in connection with the **Business**.
16. **Insured Person** means:
- (a) a current or former partner of the **Firm**;
 - (b) a **Director or Officer** of:
 - (i) the **Insured** named in the **Schedule**;
 - (ii) each service or administration entity named in the **Schedule**;
 but only in respect of the conduct of the **Business**.
17. **Investigation** means a formal or official investigation or inquiry into a **Wrongful Act** at which the attendance of an **Insured Person** is first required or requested in writing by the investigating body during the **Period of Insurance**.
18. **Lawcover** means Lawcover Insurance Pty Limited.
19. **Lawcover Advisory Panel** means the solicitors appointed from time to time by **Us** for the purposes of **Policy** Section 2. D. Insuring Agreement – Mitigation Costs and listed on **Our** website.
20. **Legal Representation Expenses** means the reasonable legal costs or related professional fees incurred, with **Our** prior written consent, by or on behalf of the **Insured** directly in connection with an **Investigation**. **Legal Representation Expenses** do not include the **Insured's** own costs or remuneration, or the **Insured's** wages, salaries or fees.
21. **Loss** means:
- (a) damages, compensation and/or costs which the **Insured** is legally liable to pay on account of a **Claim**;
 - (b) settlements to which **We** have given **Our** prior written consent;
 - (c) **Defence Costs**;
 - (d) **Direct Financial Loss**, but only for the purposes of a **Claim** for which the **Insured** is entitled to indemnity under **Policy** Section 2. B. Insuring Agreement – Internal Crime;
 - (e) **Statutory Liability**, but only for the purposes of a **Claim** for which the **Insured** is entitled to indemnity under **Policy** Section 2. C. Insuring Agreement – Statutory Liability;
- (f) **Mitigation Costs**, but only for the purposes of a **Claim** for which the **Insured** is entitled to indemnity under **Policy** Section 2. D. Insuring Agreement – Mitigation Costs;
- (g) **Tax Audit Costs**, but only for the purposes of any **Claim** for which the **Insured** is entitled to indemnity under **Policy** Section 2. E. Insuring Agreement – Tax Audit Costs; or
- (h) **Legal Representation Expenses**, but only for the purposes of any **Claim** for which the **Insured** is entitled to indemnity under **Policy** Section 2. F. Insuring Agreement – Directors and Officers.
22. **Mitigation Costs** means all reasonable costs and expenses incurred with **Our** prior written consent, which the **Insured** incurs after first becoming aware, during the **Policy Period** of:
- (a) the intention of a third party to make a **Claim**; or
 - (b) any fact, circumstance or event which a reasonable person in the position of the **Insured** could expect to give rise to a **Claim**.
23. **North America** means:
- (a) the United States of America and the Dominion of Canada;
 - (b) any state, territory or protectorate incorporated in, or administered by, the United States of America or the Dominion of Canada; and/or
 - (c) any country or territory subject to the laws of the United States of America or the Dominion of Canada.
24. **Occurrence** means an event or series of events including continuous or repeated exposure to the same general conditions which results in **Personal Injury** or **Property Damage** neither expected nor intended by the **Insured**. All **Personal Injury** or **Property Damage** which is consequent on or attributable to one source or original cause, or to the same general conditions, shall be deemed to be one **Occurrence**, deemed to have occurred on the date of the original cause.
25. **Personal Injury** means any of the following:
- (a) bodily injury, death, sickness, disease, shock, illness, disability, fright, mental anguish or mental injury;
 - (b) false arrest, false imprisonment, wrongful detention, malicious prosecution or humiliation; or
 - (c) assault and/or battery not intentionally committed by the **Insured** or at the direction of the **Insured** unless for the purpose of preventing or eliminating danger to persons or property.
26. **Policy** means the contract of insurance between **Us** and the **Insured** which comprises this **Policy** wording, the **Schedule**, and any document issued by **Us** varying the **Policy**.

27. **Period of Insurance** means the period stated as such in the **Schedule**.
28. **Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour(s), soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.
29. **Property Damage** means:
- (a) physical damage to or loss of or destruction of tangible property; or
 - (b) loss of use of tangible property caused by or resulting from physical damage to or loss of destruction of tangible property.
30. **Radioactivity** means:
- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
31. **Retroactive Date** means the date stated as such in the **Schedule**.
32. **Schedule** means the current **Policy** schedule attaching to this **Policy** and any document issued by **Us** varying such **Schedule**.
33. **Section 1 Limit of Liability** means the most that **We** will pay under this **Policy** for each and every **Occurrence** covered under **Policy** Section 1. Public Liability, as stated in the **Schedule**.
34. **Section 2 Limit of Liability** means the most that **We** will pay under this **Policy** for all **Claims, Direct Financial Loss, Mitigation Costs and Tax Audit Costs** in the aggregate covered under Section 2. Business Practices Cover, as stated in the **Schedule**.
35. **Sub-Limit** means the aggregate maximum amount that **We** will pay under the applicable Insuring Agreement of **Policy** Section 2. Business Practices Cover, as set out in the **Schedule**, other than in respect of **Policy** Section 2. D. Insuring Agreement – Mitigation Costs to the extent that the reinstatement applies.
36. **Territorial Limits** means anywhere in the world, except **North America**.
37. **Vehicle** means any type of machine on wheels, self-laid tracks or skids made or intended to be propelled other than by manual or animal power, and any trailer or attachment while attached to or used in conjunction with any such machine.
38. **We, Our, Us** means Lawcover Insurance Pty Limited.
39. **Wrongful Act** means any actual or alleged breach of duty, breach of trust, neglect, error, misstatement, misleading statement, omission, breach of warranty of authority, or other act done by, or any matter claimed against, an **Insured Person** whilst acting in that capacity. A single **Wrongful Act** means all respective **Wrongful Acts** which are related or form part of a series of related conduct or form part of a course of conduct that is not entirely unconnected, different or unrelated.
40. **You, Your** means the **Insured**.



Lawcover Insurance Pty Limited
ABN 15 095 082 509

Level 13, 383 Kent Street
Sydney NSW 2000
DX 13013 Sydney Market Street

lawcover.com.au

Schedule – Lawyers Management Liability Policy

Policy number:	
The Insurer:	Lawcover Insurance Pty Limited (ABN 15 095 082 509)
The Insured:	Firm (for partnerships), Incorporated Legal Practice or Sole Practitioner
	Service companies
Section 1 Limit of Liability	\$20 million
Section 2 Limit of Liability	
	Sub-Limits
	A. Insuring Agreement - Employment Practices Liability
	B. Insuring Agreement - Internal Crime
	C. Insuring Agreement - Statutory Liability
	D. Insuring Agreement - Mitigation Costs
	E. Insuring Agreement - Tax Audit
	F. Insuring Agreement - Directors & Officers
Excess:	
Retroactive Date:	
Period of insurance:	From 1 July 2021 to 30 June 2022, inclusive
Version and update effective date:	Version 4 effective 1 July 2021
Address for service:	The Claims Department Lawcover Insurance Pty Limited Level 13, 383 Kent Street SYDNEY NSW 2000

Signed on behalf of the Insurer
LAWCOVER INSURANCE PTY LIMITED
ABN 15 095 082 509



Kerrie Lalich Chief Executive Officer