Agile

Commercial Legal Expenses

Policy Wording

Issued by Agile Underwriting Services Pty Ltd
ABN 48 607 908 243 — AFSL 483374

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Powered by Agile

LLOYD'S Underwriters

Contents

Part A — Product Disclosure Statement

This Document is a Personal Disclosure Statement and is also the Agile Underwriting Services Pty Ltd (Agile) Policy Wording.

This Document contains important information required under the *Corporations Act 2001 (Cth)* and has been prepared to assist You in understanding Your Policy and making an informed choice about Your insurance requirements. It is up to You to choose the cover You need.

It is important that You carefully read and understand this Document before making a decision. Other Documents may form part of Agile's Policy Wording and PDS and if they do, Agile will tell You in the relevant Document. Please keep this Document and any other Documents that Agile tell You form part of Your Policy and keep in a safe place in case You need to refer to them in the future.

This Policy is a legal contract between the Insured and the Insurer. The Insured has paid, or agreed to pay, the Insurer the required Premium and the Insurer will provide indemnity as specified in this Policy and as set out in the Policy Schedule. It is essential that the Insured reads all of the Policy terms and conditions before they purchase it to ensure that this Policy provides them the protection they require and is aware of the Limits of Indemnity provided and the amounts the Insurer will pay (including any Deductible that applies) noting that some of these will be stated in the Policy itself (these are Our standard Policy limits) and the remainder will be stated in the Policy Schedule. The Insured must ensure that they are aware of the Definitions of this Policy.

The Insured must comply with all provisions of this Policy, otherwise the Insurer may be entitled to refuse to pay a Claim or reduce its liability under this Policy. This Policy is in force for the Period of Insurance set out in the Policy Schedule or until cancelled.

Claims Made Notice

This Policy operates on a "Claims made and notified" basis. This means that this Policy covers the Insured for Claims made against them and notified to the Insurer during the Period of Insurance.

General Information

In this PDS, "We", "Us", "Our" means certain Underwriters at Lloyd's led by Agile Syndicate 2427 managed by Asta Managing Agency Ltd, through their coverholder Agile Underwriting Services Pty Ltd and "You", "Your" means the Insured.

1.1 Who Can I Contact If I Have Questions?

We have simplified Our contact points so You can easily get in touch with Us.

FOR ENQUIRIES RELATING TO	PLEASE CONTACT
General enquiries, including Policy questions and coverage, and Policy amendments. Any questions, just call or email.	1300 705 031 finlines@withagile.com
Cancelling Your Policy You can cancel Your Policy at any time.	1300 705 031 cancel@withagile.com
Making a Claim online You can Claim directly through Our online portal.	withagile.com/claims-and-help/
Making a Claim Get in touch as soon as possible and We can help.	1300 705 031 claims@withagile.com
Making a complaint If You're not happy...We want to know.	1300 705 031 complaints@withagile.com
Family/Domestic Violence For further information please visit https://www.withagile.com/claims-and-help/family-domestic-violence-policy/	1300 705 031 family@withagile.com In an emergency or You are not feeling safe, call 000
Support for customers experiencing vulnerability or financial hardship For further information please visit https://www.withagile.com/claims-and-help/supporting-customers-experiencing-vulnerability-policy/ https://www.withagile.com/claims-and-help/financial-hardship/	1300 705 031 hardship@withagile.com

1.2 About Agile Underwriting Services

This insurance is issued by Agile Underwriting Services Pty Ltd (ABN 48 607 908 243, AFS Licence No. 483374) (Agile). Agile arranges policies for and on behalf of certain Underwriters at Lloyd's (the Insurer) led by Agile Syndicate 2427 managed by Asta Managing Agency Ltd.

In all aspects of this policy, Agile acts as agent for the Insurer and not for the Policyholder.

Our contact details are:

Head Office:	Suite 1, Level 6, 171 Clarence Street, SYDNEY, NSW, 2000
Postal Address:	Suite 1, Level 6, 171 Clarence Street, SYDNEY, NSW, 2000
Telephone:	1300 705 031
E-mail:	service@withagile.com
Website:	www.withagile.com

1.3 About Lloyd's

Lloyd's is the world's specialist insurance and reinsurance market. With expertise earned over centuries, Lloyd's is the foundation of the insurance industry and the future of it. Led by expert underwriters and brokers who cover more than 200 territories, the Lloyd's market develops the essential, complex and critical insurance needed to underwrite human progress.

Backed by diverse global capital and excellent financial ratings, Lloyd's works with a global network to grow the insured world – building resilience for businesses and local communities and strengthening economic growth around the world.

1.4 About This Policy

We agree to provide You with insurance in accordance with the terms, conditions, and exclusions of the Policy based on the information You have provided or that was provided on Your behalf to Us, subject to payment of the Premium required. The Policy consists of this Document, the Insurance Schedule and any endorsements affixed (or intended to be affixed) to it and the Proposal form. All of them should be read as if they were one Document. This Policy is subject to Australian law and practice.

Your Certificate of Insurance

Your certificate of insurance contains important details about Your Policy such as the Period of Insurance, Your Premium, what cover options and excesses will apply, and any changes to the Policy wording.

What Makes Up Your Premium

Your Premium is determined by a number of factors and of course, the higher the risk is, the higher thePPremium. Your Premium also includes amounts that We are required to pay, such as government charges, taxes or levies (e.g. stamp duty and GST) that apply to Your Policy. You will find these amounts on Your certificate of insurance.

1.5 Important Information About This Policy Wording and Product Disclosure Statement

This Document is a PDS and is also Our insurance Policy Wording.

This Document contains important information required under the *Corporations Act 2001* (Cth) (the Act) and has been prepared to assist You in understanding Your Policy and making an informed choice about Your insurance requirements. It is up to You to choose the cover You need.

It is important that You carefully read and understand this Document before making a decision. Other Documents may form part of Our Policy Wording and PDS and if they do, We will tell You in the relevant Document.

In return for You paying Us a Premium, We insure You for the events described in the Policy Wording and PDS, subject to the terms, conditions and exclusions of Your Policy. Please keep this Document, Your Schedule and any other Documents that We tell You form part of Your Policy in a safe place in case You need to refer to them in the future. Please check these Documents to make sure all the information in them is correct. Please let Us know as soon as possible if any alterations are needed or if You change Your address or payment details. For certain types of cover under the Policy, We will require You to provide receipts and other documentary evidence to Us before We pay a Claim.

Check Your Documents

It's important that You check all the details on the documents We send You. If You notice an error or if You have a question, please contact Us at www.withagile.com/contact. If You find You need to change the cover for whatever reason, get in contact with Us.

General Insurance Code of Practice

Lloyd's is a signatory to the General Insurance Code of Practice (the Code). The Code sets out minimum standards that We will uphold in respect of the products and services that We provide. Further information about the Code is available at www.codeofpractice.com.au and on request.

1.6 Your Duty of Disclosure

What You Must Tell Us

We will ask You various questions when You apply for cover. When You answer those questions, You must take reasonable care not to make a misrepresentation to Us. We will use the answers in deciding whether to insure You, and anyone else to be insured under the Policy, and on what terms. You have this same duty to disclose those matters to Us before You renew, extend, vary or reinstate Your Policy.

If You Do Not Tell Us

If You do not answer Our questions in this way, We may reduce Our liability under contract in respect of a Claim or refuse to pay a Claim, or cancel the Policy. If You answer Our questions fraudulently, We may refuse to pay a Claim and treat the Policy as never having commenced.

1.7 Who can Purchase this Policy

Certain eligibility criteria apply. This Policy can only be purchased by customers domiciled in Australia.

1.8 General Conditions

Commencement and Period of Your Policy

Your Policy begins on the date shown on the Insurance Schedule and continues for the period as shown in the Insurance Schedule after which time it expires, or until it is cancelled. This is Your Period of Insurance.

Renewal of Your Policy

This insurance may be renewed for further consecutive yearly periods upon payment of the Premium. Payment of Your Premium is deemed to be acceptance of an offer of renewal for a further yearly period.

If You continue to pay Your Premium, then unless Your Policy is cancelled or We advise You prior to the renewal date that We will be updating Your Policy or not be renewing, a Policy on the same terms and conditions automatically comes in to existence for one (1) year from the renewal date.

Expiry of Your Policy

Your Policy expires at the end of the Period of Insurance. We may decide not to renew Your Policy. If We decide not to renew Your Policy, We will send You an expiry notice at least fourteen (14) days before the expiry of Your Policy. If Your Policy is cancelled or otherwise terminated, the Period of Insurance will be from the commencement date or renewal date, whichever is the later, up to and including the date of cancellation or termination.

Australian Law

The Underwriters accepting this Insurance agree that:

(i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;

(ii) any summons notice or process to be served upon the Underwriters may be served upon:

Lloyd's Underwriters' General Representative in Australia
Level 32, 225 George Street,
SYDNEY, NSW, 2000

who has authority to accept service on the Underwriters' behalf;

(iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a Claim arising under this insurance notice should be given as soon as possible to:

FOR ENQUIRIES RELATING TO	PLEASE CONTACT
Making a Claim Get in touch as soon as possible and we can help.	1300 705 031 claims@withagile.com

Australian Currency

All payments by You to Us and Us to You or someone else under Your Policy must be in Australian currency.

If a claim under this Policy is stated in a currency other than Australian dollars, payment under this Policy shall be made in Australian dollars at the cash rate of exchange for the purchase of Australian dollars as reported in the Australian Financial Review on the date the final judgment is reached, the amount of the settlement is agreed upon or the element of loss is due, as the case may be.

Cooling Off Period

You have fourteen (14) days from the date We confirmed, electronically or in writing, that You are covered under Your Policy to decide if the Policy meets Your needs. You may cancel Your Policy simply by calling Us on 1300 705 031 or advising Us in writing within those fourteen (14) days to cancel it. If You do this, We will refund any Premiums You have paid during this period.

These cooling off rights do not apply if You have made or You are entitled to make a Claim during this period.

You still have cancellation rights even after the cooling off period ends however, We may deduct certain amounts from any refund (see clause 1.9 of the Policy Wording).

1.9 Cancellation of Your Policy

Your Policy may be cancelled in one of two (2) ways:

When You Can Cancel

You can cancel all or part of Your Policy at any time by emailing Us at cancel@withagile.com or calling 1300 705 031.

If You:

a) pay Your Premium by instalments and wish to cancel, We will cancel on the date to which You have paid Your Premium in advance.

b) do not pay Your Premium by instalments, the cancellation will take effect at 4pm Local Standard Time on the day We receive Your notice of cancellation.

On cancellation, We will refund the Premium for Your Policy, less an amount which covers the period for which You were insured. However, We will not refund any Premium if We have paid or are obliged to pay a benefit under Your Policy.

When We Can Cancel

We can cancel Your Policy by giving You written notice to the address on file and in accordance with the *Insurance Contracts Act 1984 (Cth)*, including where You have:

a) breached the Duty of Disclosure;

b) breached a provision of Your Policy (including one requiring payment of Premium);

c) made a fraudulent Claim under any Policy of insurance. If We cancel, We will refund the Premium for Your Policy less an amount to cover the period for which You were insured;

d) undertaken deception, fraud or Illegal Use, We may be entitled to void this Policy or withdraw from it in the event of intentional misrepresentation or deception. If it is determined at the final adjudication that a fraudulent Claim has been made, all entitlements and benefits which We have provided to You will be forfeited, and information may be forwarded to the police and the prosecuting authorities.

On cancellation, We will refund the Premium for Your Policy, less an amount which covers the period for which You were insured. However, We will not refund any Premium if We have paid or are obliged to pay a benefit under Your Policy.

1.10 Claims

In the event of a notification which may result in a Claim under Your Policy You must comply with the requirements under Conditions 5.1 and 5.3

Claims Documentation

To facilitate the settlement of Your Claim, please provide Us with any requested documentation, including the following:

- ☑ a written claim detailing the nature and extent of the dispute or Loss
- ☑ copies of all correspondence exchanged with any third party
- ☑ all accounts for Legal Expenses and/or Professional Fees that relate to Your claim

In the event of a Claim arising under this insurance notice should be given as soon as possible to:

FOR ENQUIRIES RELATING TO	PLEASE CONTACT
Making a Claim Get in touch as soon as possible and We can help.	1300 705 031 claims@withagile.com

1.11 Complaints and Dispute Resolution

Agile takes the concerns of its customers very seriously. ***Agile*** has detailed complaint handling and dispute resolution procedures that You may access, at no cost to You. To obtain a copy of Our procedures, please contact Us on 1300 705 031 or complaints@withagile.com. To assist ***Agile*** with Your enquiries, please provide Us with Your Claim or policy number (if applicable) and as much information You can about the reason for Your complaint or dispute. ***Agile's*** complaints and dispute procedures are as follows:

Stage 1: Complaint Handling Procedure

This insurance is subject to the provision of the Insurance Council of Australia's General Insurance Code of Practice. For more information see www.codeofpractice.com.au.

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

Postal address:	The Complaints Officer Agile Underwriting Services Pty Ltd Suite 1, Level 6, 171 Clarence Street, SYDNEY, NSW, 2000
Telephone:	1300 705 031
Email:	complaints@withagile.com

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

Stage 2: Dispute Resolution Procedure

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

Postal address:	Lloyd's Australia Limited Level 32, 225 George Street, SYDNEY, NSW, 2000
Telephone:	(+61 2) 8298 0783
Email:	idraustralia@lloyds.com

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

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

Postal address:	Australian Financial Complaints Authority (AFCA) GPO Box 3, MELBOURNE, VIC, 3001
Telephone:	1800 931 678
Email:	info@afca.org.au

Your complaint must be referred to AFCA within 2 years of the final decision. If your complaint is not eligible for consideration by AFCA, you may be referred to the Financial Ombudsman Service (UK) or provided with other options.

1.12 Updating Our PDS

We may update the information contained in Our PDS when necessary, and may also issue other documents forming part of Our PDS and the Policy where required or permitted by law.

We will issue You with a new PDS or a supplementary PDS where the update is to rectify a misleading or deceptive statement or when an omission is materially adverse from the point of view of a reasonable person deciding whether to buy this product. A paper copy of any new PDS, supplementary PDS, or other compliant Document will be provided to You at no cost within a reasonable amount of time after the PDS has been updated, except in limited cases.

If the information is not correcting a misleading or deceptive statement or omissions, or is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, then *Agile* may provide You with notice of this information in other forms. A copy of any new PDS or supplementary PDS will be available to You at no cost by calling Agile.

You may, following receipt of the updated PDS, either accept the new PDS or supplementary PDS, or alternatively cancel the Policy.

If You wish to accept the new PDS or supplementary PDS, You do not need to do anything.

If You decide to cancel the Policy, then clause 1.9 will apply.

1.13 Privacy Statement

At ***Agile***, We are committed to protecting Your privacy in accordance with the *Privacy Act 1988* (Cth).

FOR ENQUIRIES RELATING TO PRIVACY	PLEASE CONTACT
Contact Our Privacy Officer at Agile by Email	privacy@withagile.com
Contact Our Privacy Officer at Agile by Phone	1300 705 031
Contact Our Privacy Officer at Agile by Mail by writing to	Privacy Officer, Agile Underwriting Services Pty Ltd Suite 1, Level 6, 171 Clarence Street, SYDNEY, NSW, 2000

Agile collect Your personal information to assess Your application for insurance, administer Your policy and pay Your claims. If You do not provide the information that Agile may request, Your insurance application may not be accepted, or Agile may not be able to administer Your policy or administer a claim. Also, You may breach Your duty of disclosure, the consequences of which are set out in 6. Your Duty of Disclosure. Agile may need to share Your information with others to decide whether to accept Your policy, administer Your policy and manage and pay Your claims.

To allow Agile to do this and to otherwise operate our business, Your personal information may be given to and used by the following:

1. The Underwriters of this policy are certain Underwriters at Lloyd's and its own employees and agents. The Underwriters are in the United Kingdom. When Your information is disclosed to the Underwriters it will be protected by the General Data Protection Regulation which contains similar protection to the Australian Privacy Principles.
2. Claims adjusters, lawyers and other people appointed by Agile or the Underwriters, or on Agile's behalf or the Underwriters behalf for claims handling purposes.

By submitting Your personal information to Agile, You agree to Agile using and disclosing Your personal information this way. This consent to the use and disclosure of Your personal information remains valid unless You alter or revoke it by giving Agile written notice.

If Your details or personal information changes You should notify Agile in writing at the above contact details, so Agile can ensure that the information Agile hold about You is accurate, complete and up to date.

1.14 Words with Special Meanings

Throughout this Document, certain words have special meaning and are included in Definitions (Part B, Section 6) of this Policy Wording and PDS. Please refer to the Definitions for their meaning. Any reference to an Act, legislation or legislative instrument in this Document also refers to that Act, legislation or legislative instrument as amended and may be in force from time to time.

PART B – POLICY WORDING

Section 1: What We Cover

The Sections of cover applicable to You are specified in the Insurance Schedule.

We will only pay You for Claims where the dispute or Legal Proceedings are or would be within the Territorial Limits and the Claim is notified during the Period of Insurance and the dispute or Legal Proceedings are in connection with activities within the scope and extent of Your Business Description.

Section A - Commercial Contract Disputes

1. What is covered

We agree to pay You for Legal Expenses incurred in the pursuit or defence of any dispute or Legal Proceedings made by or brought against You in a contractual dispute or Legal Proceedings with a Contracting Party over a contract for the sale of goods or a contract for the hire of goods or a contract for the supply of a service within the meaning set out in the Sale of Goods Act provided that:

a) Legal Expenses incurred in the pursuit of any dispute or Legal Proceedings shall be limited to seventy-five percent (75%) of the amount in dispute up to a maximum of the Limit of Our Liability as noted in the Insurance Schedule; and
b) The amount in dispute exceeds the Minimum Sum in Dispute; and
c) Where the contract is a Construction Contract the construction operations are carried out or are to be carried out by the Contracting Party on Your Property and the Construction Contract is for the repair or renovation of the Property and the repair and renovation of the Property is not part of Your Business Description; and
d) Where the dispute or Legal Proceedings arise from an undisputed debt, You have exhausted all reasonable methods of recovery and the Appointed Representative recommends legal action.

2. What we do not cover (Exclusions to Section A)

We shall not be liable to pay You in respect of Claims arising out of or in connection with:

a) Contracts that provide or arrange credit, insurance, securities, guarantees or other financial products and financial services as defined in the Consumer Protection (Fair Trading) Act; or
b) Contracts where the liability or right of recovery is incurred by assignment; or
c) Franchise contracts; or
d) Contracts of employment; or
e) Any tenancy or licence to use any real property.

Section B - Criminal Prosecution

1. What is covered

We agree to pay You for Legal Expenses incurred in:

a) Defending a prosecution against You in a Court of criminal jurisdiction; and
b) An appeal by You against the service of a remedial or stop-work order under the Workplace Safety and Health Act.

2. What we do not cover (Exclusions to Section B)

We shall not be liable to pay You in respect of Claims arising out of or in connection with any allegation relating to arising from:

a) Investigations by the Australian Tax Office; or
b) Offences against the person, including offences of a sexual nature; or
c) Criminal damage; or
d) Dishonesty; or
e) Non-endorsable road traffic offences except tachograph prosecutions and weight prosecutions; or
f) Driving whilst under the influence of alcohol and/or drugs, or speeding; or
g) Failure to insure a motor vehicle as required by law.

Section C - Employment Disputes

1. What is covered

We agree to pay You for Legal Expenses incurred by You in defending Legal Proceedings brought against You by an Employee, ex-Employee or prospective Employee in respect of their contract of employment with You or a breach of employment related legislation.

You should seek legal advice:

a) Prior to carrying out any disciplinary procedure or action or suspension of an Employee; or
b) Prior to dismissal of an Employee; or
c) Prior to notifying an Employee of their intended retirement date or prior to retiring an Employee; or
d) Prior to instituting a redundancy programme and prior to making an Employee redundant; or
e) Upon notification formally or informally of a grievance from an Employee or ex-Employee; or
f) Upon notification formally or informally of a complaint relating to discrimination, victimisation or harassment because of age, disability, gender reassignment, marriage/civil partnership, pregnancy/maternity, race, religion or belief, sex or sexual orientation; or
g) Prior to any actual or proposed variation of the terms and conditions of employment that an Employee could reasonably consider to be adverse (including altering the hours or time or place worked or demotion or deduction from or reduction in an Employee's remuneration); or
h) As soon as practicable if an Employee leaves their employment with or without written notice; or
i) Upon receipt of an appeal from an Employee or ex-Employee against a decision made by a Court, tribunal or other similar body.

Failure to seek advice will not invalidate Your insurance coverage under this Policy, but could decrease Your prospects of a successful defence in any subsequent disputes or Legal Proceedings and Your ability to make a Claim.

Section D – Property Disputes

1.What is covered

We agree to pay You for Legal Expenses incurred in any dispute or Legal Proceedings made by or brought against You provided You will suffer financial loss if You fail to pursue or defend the dispute or Legal Proceedings:

a) Over the physical possession of the Property provided that all statutory and contractual notices have been correctly served by You; or
b) Over the terms of a tenancy agreement between You and a Contracting Party relating to the use or maintenance of the Property; or
c) The actual or alleged negligence, damage (including trespass) or nuisance to the Property other than with a tenant.

2.What we do not cover (Exclusions to Section D)

We shall not be liable to pay You in respect of any Claim arising out of or in connection with:

a) The payment or non-payment or review of any tax, rent, mesne profit or service charge; or
b) A dispute or Legal Proceedings relating to planning or building regulations or decisions or compulsory purchase orders or any actual, planned or proposed works by or under the order of any Government or Public or Local Authority; or
c) Any dispute or Legal Proceedings arising from the negotiation, review or renewal of a tenancy agreement or the subsequent purchase of the Property whether or not this purchase is completed; or
d) Any dispute or Legal Proceedings where You have failed to maintain in full force and effect buildings insurance covering the standard range of perils during the tenancy agreement if You were contractually obligated to have this insurance in force; or
e) A dispute or legal proceedings over subsidence or heave regardless of how caused; or
f) A contract dispute or Legal Proceedings other than where the contract is a tenancy agreement with a Contracting Party.

Section E – Data Protection

1.What is covered

We agree to pay You for Legal Expenses incurred in defending any dispute or Legal Proceedings brought against You under the *Personal Data Protection Act 2012*.

Section F - Statutory Licence

1.What is covered

We agree to pay You for Legal Expenses incurred in an appeal by You against the suspension, revocation, imposed alteration of or refusal to renew a Statutory Licence.

2.What we do not cover (Exclusions to Section F)

We shall not be liable to pay You for Legal Expenses incurred in respect of any Claim arising out of or in connection with:

a) A suspension, revocation, alteration or refusal to renew a Statutory Licence which is imposed by an Act of Parliament or national or local government regulation or order; or
b) Any costs incurred to comply with a notice or order; or
c) Driving licences.

Section G - Employee's Breach of Restrictive Covenants

1.What is covered

We agree to pay You for Legal Expenses incurred in pursuing Legal Proceedings against an Employee or ex-Employee to obtain the remedy of an injunction against that Employee or ex-Employee for their breach of an express restrictive covenant in their employment contract where the breach by the Employee or ex-Employee relates to or arises from:

a) Soliciting Your Employees, or
b) Soliciting Your customers.

2.What we do not cover (Exclusions to Section G)

We shall not be liable to pay You for Legal Expenses incurred in respect of any Claims arising out of or in connection with individuals who before the inception of this Policy either ceased to be Employees or were working out their notice period (including where the Employee was on a period of gardening leave).

Section H - ATO Tax Investigation Protection

1.What is covered

We agree to pay You for Legal Expenses incurred in respect of Your representation arising directly from:

a) an ATO Investigation in respect of a notification from the ATO that it is taking action, carrying out an investigation or making an inquiry under the provisions of Income Tax Legislation;
b) a GST dispute with the ATO in respect of a claim by the ATO for additional amounts of GST. For the purpose of this clause, the claim is first made against You on the earliest of the following:

i. the date on which the ATO requests a meeting with You or enters Your premises or expresses dissatisfaction with any of Your GST returns in writing; or
ii. the date on which You or Your tax adviser first became aware, or could reasonably have become aware, that a GST Dispute was likely to arise with the ATO; or
iii. the date on which You are served with a notice of assessment or amended notice of assessment relating to the additional amounts of GST;

c) a Fringe Benefits Dispute in respect of a claim by the ATO for additional amounts of tax within the meaning of Income Tax Legislation. For the purpose of this clause, the claim is first made against You on the earliest of:
   i. the date on which the ATO expresses dissatisfaction with the amounts of PAYG or FBT (as defined in Income Tax Legislation) paid by You or Your returns relating to PAYG or FBT; or
   ii. the date on which the ATO starts an investigation into the accuracy of PAYG or FBT returns or information or into Your liability or that of an Employee to pay additional tax because of alleged inaccuracies in such returns or information.

Provided that:

d) there is a reasonable prospect of reducing the liabilities alleged by ATO;
e) You have maintained and continue to maintain accurate, truthful and up to date records and make returns in due time in accordance with statute and accounting conventions acceptable to the ATO where applicable and have made all returns and payments except those which are disputed and provided information to relevant authorities in due time;
f) You and the Appointed Representative must provide information to the ATO in due time and must comply with any statutory notice requesting information which is not the subject of an appeal;
g) You or the Appointed Representative immediately notify Us in writing of any invitation by the ATO to make an offer in settlement; and
h) In respect of an ATO Investigation the Appointed Representative provide Us with copies of relevant correspondence between the ATO, the Appointed Representative and You (including the notice of investigation) together with copies of the accounts, tax computations and returns giving rise to the investigation.

2.What we do not cover (Exclusions to Section H)

We shall not be liable to pay You for Legal Expenses incurred in respect of any Claim arising out of or in connection with:

a) Costs incurred in dealing with routine matters which do not fall within a Claim by the ATO in respect of a GST Dispute, Fringe Benefits Dispute or ATO Investigation (including but not limited to a BAS audit / Superannuation Fund audit / payroll tax audit visit).

b) In respect of an ATO Investigation only:
   i. costs arising after the issue of a notice under Income Tax Legislation notifying You that the investigation has been completed; and/or
   ii. costs arising directly from an amendment under Income Tax Legislation; and/or
   iii. costs incurred otherwise than wholly in connection with an ATO Investigation into Your business income or profits.

c) Any Claim where:
   i. deliberate mis-statements have been made in respect of accounts, returns or any other submissions made to the relevant authorities with intent to deceive;
   ii. You have failed to notify Your business status to the relevant authorities within a statutory period;
   iii. there has been a failure to maintain or submit accurate, truthful and up-to-date records and returns or a failure to observe statutory time limits or requirements;
   iv. a false representation has been made either knowingly or without belief in its truth and this has resulted in a mis-statement of amounts payable, expenses claimed, income or profits chargeable or losses allowable for tax or contributions purposes or of expenses payments made;

d) Any Claim arising from or relating to:
   i. an investigation or inquiry by the the ATO or following the transfer of an inquiry to that Division;
   ii. avoidance schemes relating to tax or superannuation contributions under the Superannuation Industry (Supervision) Act 1993 (Commonwealth of Australia); and/or
   iii. GST refunds in countries outside Australia or Import GST.

Section 2: General Exclusions

What We Do Not Cover

We shall not be liable under this Policy to provide indemnity in respect of any Claim against any Policyholder:

We shall not be liable to pay You for Legal Expenses incurred in respect of:

1. Your defence in civil Legal Proceedings arising from:
   a) Injury or disease including psychiatric injury and stress; or
   b) Loss, destruction or damage of or to property; or
   c) Alleged breach of any professional duty; or
   d) Any non-contractual wrongful act or infringement of a right (other than as specified in Section D Property Disputes if You are covered under that Section of Cover as specified in the Insurance Schedule); or

2. Any dispute or Legal Proceedings brought, made or commenced outside the Territorial Limits; or

3. Legal Expenses incurred without Our prior written consent or for a sum in excess of Our consent; or

4. Any Claim or possible Claim relating to or arising from any cause, event or circumstance occurring prior to or existing at inception of this Policy and which has or which You knew or ought reasonably to have known may give rise to a dispute or legal proceedings by or against You; or

5. Fines or other penalties imposed by a Court or tribunal; or

6. Any dispute or Legal Proceedings in respect of which You are, or but for the existence of this Policy would be, entitled to any payment under any insurance policy whether a legal expenses insurance policy or not or under a legal aid certificate or representation order; or

7. Any Claim arising from Your intentional wrongdoing or an act or omission with negligent disregard as to its consequences; or

8. Any dispute or Legal Proceedings with Government or Local Authority departments concerning the imposition of statutory charges; or

9. Disputes or Legal Proceedings between You as specified in the Insurance Schedule or any Endorsement, or with any parent company or subsidiary company or associated company or partner; or

10. Any dispute or Legal Proceedings between You and Us, or You and the Appointed Representative, or You and Your Insurance Intermediary; or

11. Any dispute or Legal Proceedings arising out of breach or alleged breach of confidentiality or passing off whether related to intellectual property or not; or

12. Any dispute or Legal Proceedings arising out of the ownership or existence of any intellectual property rights; or

13. Any dispute or Legal Proceedings arising out of or in connection with actual or alleged defamation or malicious falsehood; or

14. Any Legal Expenses incurred in respect of or in connection with a judicial review; or

15. Appeals arising out of Legal Proceedings to which Our prior written consent has not been granted or withdrawn; or

16. Any claim, legal liability or any loss or damage to property or Property directly or indirectly caused by or contributed to by seepage, pollution or contamination of any kind; or

17. Any Legal Expenses which You should or would have had to incur irrespective of any dispute or legal proceedings; or

18. Any expense, legal liability or any loss or damage to property or Property directly or indirectly caused by or contributed to by:

19. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or

20. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component; or

21. Any legal costs and expenses for, incurred as a result of, or arising out of a Cyber Act or Cyber Incident.

22. Any actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

    For the purposes of this exclusion, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

    As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

    a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
    b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
    c) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

23. Any loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with (including any action taken in controlling, preventing, suppressing) or in any way relating to 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 including but not limited to the use or threat of force or violence 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), 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.

24. Communicable Disease
    a) Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a

Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

b) For the purposes of this exclusion, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

c) As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

i. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
ii. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
iii. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

21. Cyber and Data

a) Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy does not apply to any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

i. 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
ii. 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 thereto.

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.

c) This exclusion supersedes any other wording in the Policy or any endorsement thereto having a bearing on a Cyber Act, Cyber Incident or Data, and, if in conflict with such wording, replaces it.

d) If the Underwriters allege that by reason of this exclusion that loss sustained by the Policyholder is not covered by this Policy, the burden of proving the contrary shall be upon the Policyholder.

Definitions

e) Computer System means

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

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

g) Cyber Incident means:

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

ii 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.

h) Data means
information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

Section 3: General Conditions

3.1 Instruction and Choice of Appointed Representative and Counsel

We will choose an Appointed Representative to act on Your behalf in any Claim.

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

3.2 Payment of Legal Expenses

All invoices and requests for payment for Legal Expenses which You receive from the Appointed Representative should be forwarded to Us as soon as practicable upon receipt. If We so require You must ask the Appointed Representative to submit to Us the bill of costs for assessment or certification by the appropriate Law Society, Court or tribunal. You are responsible for payment of all Legal Expenses. We may settle these requests for payment of Legal Expenses directly at Our discretion if requested by You to do so. The payment of some Legal Expenses by Us is not an indication that all Legal Expenses will be paid.

3.3 Recovery of Costs

Whenever You are awarded costs or under the terms of any settlement where costs are included, those costs are to be repaid to Us.

You and Your Appointed Representative must make every effort to make a full recovery of costs. Where a settlement purports to be a global or a without costs settlement or where costs are awarded but not recovered, You agree that a fair and reasonable proportion of that settlement will be deemed costs and due to Us. Where this settlement is paid in instalments all costs to Us shall be paid first.

3.4 Appeal Procedure

If, following legal proceedings to which We have given Our prior written consent, You wish to appeal against the judgment or decision of a Court or tribunal, the grounds for this appeal must be submitted to Us through the Appointed Representative as soon as practicable so that We may consider whether to consent to this further action.

If an appeal is lodged against a judgment or decision of a Court or tribunal made in Your favour following legal proceedings to which We have given Our prior written consent, You must notify Us as soon as practicable in order that cover may continue. We will inform the Appointed Representative of Our decision. If We so require it You must co-operate in an appeal against the judgment or decision of a Court or tribunal.

3.5 Duty to Mitigate

You must take all reasonable precautions to avoid, prevent and mitigate Claims, disputes or legal proceedings.

You must use every endeavour and take all reasonable measures to minimise the cost and effect of any Claim.

3.6 Alteration to Risk

The Insured must notify Us as soon as reasonably practicable of any material change in the risk insured by this Policy. We are entitled to amend the terms of this Policy and / or charge an additional premium based on Our assessment of any change in the risk insured by this Policy.

A material change in the risk shall include, but is not limited to;

a) An Insured going into voluntary bankruptcy, receivership, liquidation or any other form of external administration or an Insured failing to pay debts or breaching any other obligation giving rise to the appointment of a receiver or bankruptcy or winding up proceedings;

Any material changes in the Insured's business as noted in the Business Description on the Insurance Schedule.

3.7 Exercise of Reasonable Care

You must exercise reasonable care to prevent injury, loss or damage to You or others and comply with all the terms and conditions of this Policy.

3.8 Arbitration

Any dispute between You and Us shall be referred to a single Arbitrator who shall be a lawyer agreed upon by both You and Us or upon failing agreement, a lawyer who is nominated by the President of the Law Society of the state in which You are registered. The apportionment of the costs of the arbitration between You and Us shall be determined by the Arbitrator.

3.9 Governing law

This Policy is governed by the law of the territory or State where the Policy was issued, which is stated in the Schedule. The courts of that place have jurisdiction in any dispute about or under this Policy.

3.10 Your Insolvency or Liquidation

If You become insolvent or are placed in liquidation, receivership, administration or bankruptcy or enter into a voluntary arrangement or deed of arrangement or if any application is made to the Court or meeting convened for any these purposes We have the right to cease to provide insurance coverage under this Policy for Legal Expenses despite any previous consent We may have granted.

3.11 Rights of Third Parties

Unless specifically agreed by Us in writing otherwise, nothing in this Policy is intended to give any third party any right to enforce any term of this Policy.

3.11 Sanction and Limitation Exclusion

No Insurer shall be deemed to provide cover and no Insurer shall be liable to pay any Claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such Claim or provision of such benefit would expose that Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or Australia.

3.13 Several Liability

We are liable only for the proportion of liability We have underwritten. We are not jointly liable for the proportion of liability underwritten by any other insurer. Nor are We responsible for any liability of any other insurer that may underwrite this contract of insurance.

3.14 Assignment

This Policy cannot be assigned by the Insured without Our written consent.

3.15 Cancellation

a) The Insured may cancel this Policy at any time in writing to Us. Upon receipt of such request We will retain a short period premium calculated at the pro rata portion of the annual premium for the time they have been on risk and the Insured shall receive a refund of any balance of the Premium actually paid.
b) We may cancel this Policy in accordance with the *Insurance Contracts Act 1984*.
c) If there have been any Claims made under the Policy no refund shall be given.

3.16 GST basis of settlement

If You are registered for GST, We will not pay the GST element of any Legal Expenses.

3.17 Interpretation

In this Policy;

a) the single includes the plural and the masculine includes the feminine and vice versa
b) the titles and headings to the various sections of the Policy are included solely for ease of reference and do not in any way limit or expand or otherwise affect the terms of such sections.

3.18 Severability and non-imputation

Where this Policy insures more than one party, any failure on the part of any of the parties to:

a) comply with the duty of disclosure under the *Insurance Contracts Act 1984*;
b) comply with any obligation under this Policy (other than the obligation to pay premium); or
c) refrain from conduct which is dishonest, fraudulent, criminal or malicious,

shall not prejudice the right of the remaining party or parties to indemnity under this Policy, provided that such remaining part of parties shall:

a) be entirely innocent of and have no prior knowledge of any such failure; and
b) as soon as practicable after becoming aware of any such failure, advise Us in writing of all its relevant circumstances.

3.19 Variation of the policy

No variation of this Policy will be effective, unless made by Endorsement which is signed by a properly authorised employee of Agile Underwriting Services Pty Ltd.

3.20 Australia Terrorism Insurance Act 2003 Notice

The Underwriters have treated this Insurance (or part of it) as an Insurance to which the *Australia Terrorism Insurance Act 2003 (ATIA)* applies.

ATIA and the supporting regulations made under the Act deem cover into certain policies and provide that the Terrorism exclusion to which this Insurance is subject shall not apply to any "eligible terrorism loss" as defined in ATIA.

Any coverage established by ATIA is only in respect of any "eligible terrorism loss" resulting from a "terrorist act" which is a "declared terrorist incident" as defined in ATIA. The Terrorism exclusion to which this Insurance is subject applies in full force and effect to any other loss and any act or event that is not a "declared terrorist incident".

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and Deductibles remain unchanged.

If any or all of the Underwriters have reinsured this Insurance with the Australian Reinsurance Pool Corporation, then any such Underwriters will not be liable for any amounts for which they are not responsible under the terms of ATIA due to the application of a "reduction percentage" as defined in ATIA which results in a cap on the Underwriter's liability for payment for "eligible terrorism losses".

NMA2984

3.21 Service of Suit Clause (Australia)

The Underwriters accepting this Insurance agree that:

i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;

ii) any summons notice or process to be served upon the Underwriters may be served upon:

Lloyd's Underwriters' General Representative in Australia
Level 32, 225 George Street,
SYDNEY, NSW, 2000

who has authority to accept service on the Underwriters' behalf;

iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this Insurance IMMEDIATE NOTICE should be given to:

The Claims Manager, Agile Underwriting Services Pty Ltd
Suite 1, Level 6, 171 Clarence Street,
SYDNEY, NSW, 2000

Or Email: claims@withagile.com

3.22 Reinstatement

Notwithstanding the definition 6.20 Limit of Our Liability, if the Limit of Our Liability is either partially or totally exhausted by the payment of a Claim under this Policy, We agree to reinstate the Limit of Our Liability once by an amount equal to the Limit of Our Liability

Provided that:

a) Our total liability in respect of all Claims under this Policy shall not exceed two times the Limit of Our Liability;
b) such reinstatement is only available for subsequent Claims totally unrelated to those that give rise to the partial or total exhaustion of the Limit of Our Liability;

Section 4: Conditions Precedent

You must comply with the following Conditions Precedent, unless We agree in writing to the contrary, before any contractual duty that We might have to You under this Policy arises.

4.1 Notification of Claims

It is a condition precedent to Our liability that We be notified by You in writing during the Period of Insurance and as soon as practicable after You are aware of any cause, event or circumstance which has given or may give rise to a Claim, dispute or legal proceedings involving You.

Where this notification has been given, We agree to treat any subsequent Claim in respect of the same cause, event or circumstance as notified as though the subsequent Claim had been notified during the Period of Insurance.

4.2 Our Consent

It is a condition precedent to Our liability that Our consent to incur Legal Expenses must be obtained in writing prior to You incurring any Legal Expenses. This consent will be given by Us if You can satisfy Us that:

a) it is reasonable to incur Legal Expenses having regard to the proportionality between the remedy claimed and the Legal Expenses to be incurred and;
b) where You are pursuing a claim, there are reasonable prospects of proving the other party's legal liability and of recovering the damages claimed or other legal remedy sought; or

c) where You are defending a claim, the other party does not have reasonable prospects of proving Your legal liability; or

d) in respect of a criminal prosecution and where You plead guilty there is a reasonable prospect of a significant mitigation of Your sentence or fine.

If during the course of a Claim You cease to satisfy Us in respect of the applicable points a-d above, all future payments will cease in respect of Legal Expenses related to that Claim.

The decision to grant or withhold Our consent will be made on receipt of the following information:

i. a fully completed insurance claim form; and
ii. the information and documentation We reasonably request; and
iii. a legal opinion from the Appointed Representative as to the applicable points a-d above; and any advice We may deem necessary to take.

With Your agreement, We may provide assistance in settling disputes or legal proceedings, the costs of which will be covered under this Policy subject to the payment of the Excess and Co-insurance within the Limits of Our Liability.

We may require You to obtain an opinion from Senior Counsel at Your expense assessing the merits of the subject matter of the Claim and any legal action. If based upon this opinion We are satisfied in respect of the applicable points a-d above the Legal Expenses in obtaining that opinion will be paid by Us within the Limit of Our Liability.

In granting Our consent We undertake to pay You subject to the terms and conditions of this Policy and its Insurance Schedule but this consent does not imply that all Legal Expenses will be paid. In particular Legal Expenses for matters that go beyond the immediate scope of the Claim shall be deemed by Us to fall outside the insurance coverage provided by this Policy. We reserve the right to limit Our consent by time and/or financial amount of Legal Expenses and/or stage of proceedings to allow for a review of Our continued consent.

If after Our prior written consent has been granted it is shown the Claim has not been brought within the terms and conditions of this Policy and its Insurance Schedule, Our consent will be withdrawn and no insurance coverage under this Policy shall be provided for this Claim. We shall be entitled to recover any Legal Expenses previously paid.

If You elect to proceed with the pursuit or defence of a dispute or legal proceedings to which Our consent has not been granted because You have not satisfied applicable points a-d above, and if You are successful in this pursuit or defence, We will pay the Legal Expenses incurred after Our consent had not been granted subject to the terms and conditions of this Policy.

4.3 Disclosure

It is a condition precedent to our liability that:

a) You must give the Appointed Representative and Us all necessary cooperation, assistance and information including a complete and truthful account of the facts of the Claim and all relevant documentation or other evidence in Your possession; and

b) You must provide, obtain or execute all documents as necessary and attend meetings or conferences as requested; and
c) You must instruct the Appointed Representative to provide Us with any information, documents or advice in connection with any Claim and the subject matter of any Claim even if privileged; and
d) You must instruct the Appointed Representative to provide Us with regular updates on the progress of the subject matter of any Claim and inform Us as soon as practicable if and when any circumstance adversely impacts the factors on which We granted Our consent.

The insurance coverage under this Policy may be withdrawn if You fail to co-operate with Our or the Appointed Representative's requests or if You or the Appointed Representative fails to provide Us with any information in connection with any Claim or the subject matter of any Claim.

4.4 Offer of Settlement

It is a condition precedent to Our liability that You must inform Us in writing as soon as an offer to settle the subject matter of the Claim is received and/or You propose to make an offer of settlement. In deciding whether to accept or reject any settlement offer, You must consider the Legal Expenses incurred or likely to be incurred and recovered.

No insurance coverage under this Policy shall be provided if You enter into any agreement to settle without Our prior written consent (this consent not to be unreasonably withheld) and We shall be entitled to recover any Legal Expenses previously paid.

If You reject an offer of settlement which We recommend that You accept, or You make an offer with which We do not agree, no further insurance coverage under this Policy shall be provided for the subject matter Claim.

We may at Our discretion decide to pay You the amount of damages that You are claiming or that are being claimed against You instead of paying You for Legal Expenses to pursue or defend the dispute or legal proceedings. Where We exercise this discretion We will cease to be liable for any further Legal Expenses for the subject matter Claim.

Section 5: Claims Conditions

5.1 Claims notification

The Insured shall, as soon as practicable and prior to expiry of the Period of Insurance, give Us written notice of any Claim made against the Insured. Furthermore, every letter, demand, writ summons and legal process pertaining to such Claim shall be forwarded to Us as soon as practicable after receipt.

All Claim notifications should be forwarded to:

The Claims Manager, Agile Underwriting Services Pty Ltd
Suite 1, Level 6, 171 Clarence Street,
SYDNEY, NSW, 2000

Or Email: claims@withagile.com

It is the Insured's responsibility to ensure such notification has been forwarded to and received by Agile Underwriting Services Pty Ltd.

5.2 Fraudulent Claims

If You or any other person acting on Your behalf make any request for payment under this Policy knowing it to be fraudulent or false through concealment, misstatement or deliberative provision of false information, in any respect or if You ought reasonably in the circumstances to know it to be fraudulent or false, or where there is collusion between any parties to any dispute or legal proceedings for which Legal Expenses cover under this Policy is being requested, then We will cancel this Policy and not refund any premium to You. We shall be entitled to recover any Legal Expenses previously paid that were fraudulent or false.

5.3 Claims mitigation and co-operation

a) If the Insured, either prior to or during the Period of Insurance becomes aware of a situation which could, if not rectified, lead to a Claim or increase the quantum of a Claim, the Insured shall use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any liability hereunder.
b) The Insured shall frankly and honestly disclose to Us all relevant information and, in addition shall provide assistance to Us, as We, may require to enable Us to investigate and to defend any Claim under this Policy and/or to enable Us to determine Our liability under this Policy.
c) Other than Legal Expenses incurred by Us to enable Us to determine our liability under this Policy, compliance with this condition shall be at the Insured's own cost, unless otherwise agreed in writing by Us.

Section 6: Definitions

6.1 Acts of Parliament

All Acts of Parliament referred to in this Policy shall include any subsequent amendments, re-enactments or regulations and equivalent legislation enforceable within the Territorial Limits.

6.2 Agile Underwriting Services Pty Ltd

shall mean Agile Underwriting Services Pty Ltd, ABN 48 607 908 243, AFSL 483374

6.3 Any One Claim

All Claims or possible Claims arising from the same original cause, event or circumstance.

6.4 Appointed Representative

A lawyer or other appropriately qualified person appointed to act for You in accordance with the terms of this Policy.

6.5 ATO

The Australian Taxation Office or appropriate government authority or state authority or agency authorised to conduct the relevant activity

6.6 ATO Investigation

An investigation into Your taxation affairs by the ATO under Income Tax Legislation.

6.7 Business Description

As specified in the Insurance Schedule.

6.8 Claim

A claim under this Policy for Legal Expenses

6.9 Construction Contract

A contract to provide construction work as defined by the Building and Construction Industry Security of Payment Act. (For the avoidance of doubt supply of a construction contract to a residential occupier will be deemed a Construction Contract for the purposes of this Policy).

6.10 Contracting Party

A person, firm or company domiciled within the Territorial Limits with whom You have a direct contractual relationship.

6.11 Due Date

The date monies owed to You first becomes due and payable.

6.12 Endorsement

Any changes to the terms and conditions of this Policy or Insurance Schedule which form part of this insurance contract.

6.13 Employee

Any person under a contract of service with You.

6.14 Excess

The amount specified in the Insurance Schedule You must pay in respect of Legal Expenses in respect of Any One Claim before We shall be liable to make any payment.

6.15 Fringe Benefits Dispute

A dispute with the ATO regarding the amount of tax payable by You or an Employee under Income Tax Legislation in respect of fringe benefits.

6.16 GST Dispute

A dispute with the ATO regarding the amount of GST payable by You.

6.17 Income Tax Legislation

The Income Tax Assessment Act 1936; *The Income Tax Assessment Act 1997*; *The Fringe Benefits Tax Assessment Act 1986* and *Fringe Benefits Act 1986*; *Sales Tax Assessment Act 1992*; *Taxation Administration Act 1953*; *Superannuation Charge Act 1992*; *A New Tax System (Goods and Services Tax) Act 1999*; any other Commonwealth, State or Territory legislation dealing with income tax or any other legislation replacing the above legislation.

6.18 Insurance Schedule

The schedule attaching to this policy showing details of the cover You have purchased.

6.19 Legal Expenses

Any professional fees, expenses and other disbursements reasonably incurred by the Appointed Representative with Our prior written consent; and any costs incurred by other parties for which You are held liable in Court or tribunal proceedings to pay these costs or become liable to pay these costs under a settlement made with another party with Our prior written consent but excluding any costs which You may be ordered to pay by a Court of criminal jurisdiction.

6.20 Legal Proceedings

Shall mean the proceedings arising out of the conduct of the Insured's Business Description commenced in any court of competent jurisdiction, tribunal or any proceedings brought before an alternative dispute resolution forum which is agreed to by the Insurer as being an appropriate forum for the resolution of any dispute.

6.21 Limit of Our Liability

Our maximum liability under this Policy is limited to the amounts specified in the Insurance Schedule for any one Claim or all Claims notified during the Period of Insurance.

6.22 Minimum Sum in Dispute

The sum in dispute between You and the Contracting Party as specified in the Insurance Schedule below which We shall not be liable to provide cover under this Policy.

6.23 Period of Insurance

shall mean the period as set out in the Insurance Schedule.

6.24 Policy

The contractual terms and conditions of insurance coverage and benefits payable to You set out in this document, Insurance Schedule, and any Endorsements.

6.25 Policyholder

shall mean the person or entity named as such in the Insurance schedule.

6.26 Property

Land and/or buildings owned or occupied by You for which You are legally responsible.

6.27 Statutory Licence

A licence or certificate of registration issued under statute, statutory instrument or by a Government or Local Authority to You provided that this licence or certificate is necessary to engage in Your Business Description.

6.28 Territorial Limits

As specified in the Insurance Schedule.

6.29 We / Us / Our

Shall mean certain underwriters at Lloyd's led by Agile Syndicate 2427 managed by Asta Managing Agency Ltd, through their coverholder Agile Underwriting Services Pty Ltd ABN 48 607 908 243. AFSL 483374.

6.30 You / Your

a) the policyholder;

b) The company, firm, partnership or trading individual as specified in the Insurance Schedule and if requested by You and agreed in writing by Us, also to include any Employee including director or partner, conditional on the same Appointed Representative acting for all parties insured under this Policy.

c) any reference to Insured or Insureds in this policy.