

S U R A LABOUR HIRE



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IMPORTANT INFORMATION

ABOUT SURA LABOUR HIRE

SURA Labour Hire Pty Ltd ABN 67 604 373 088 (SURA Labour Hire) is an authorised representative of SURA Pty Ltd ABN 36 115 672 350 AFSL 294 313 and has developed this Commercial Legal Protection Insurance Policy which is underwritten by the Insurer(s) referred to below.

SURA Labour Hire will be acting as the agent of the insurers and not as Your agent when issuing policies or dealing with or settling any claims.

Our contact details are:

Level 14, 141 Walker Street
North Sydney NSW 2060
PO Box 1813
North Sydney NSW 2059
Telephone: 02 9930 9500

ABOUT THE INSURERS

This insurance is underwritten by certain Underwriters at Lloyd's.

Lloyd's has been insuring Australian risks for over 150 years and is licensed to write non-life insurance business under the Australian Insurance Act 1973. You or Your representatives can obtain further details of the syndicate numbers and the proportions of this insurance for which each of the Underwriters at Lloyd's is liable by requesting them from Us. In the event of loss, each Underwriter (and their Executors and Administrators) is only liable for their own share of the loss.

Lloyd's Underwriters have strong financial security characteristics. However, please note that ratings can vary from time to time. You can check the Insurer's current ratings at the following website Standard & Poors: www.standardandpoors.com

You should contact SURA Labour Hire in the first instance in relation to this insurance.

Lloyd's contact details are:

Lloyd's Australia Limited
Level 9, 1 O'Connell St
Sydney NSW 2000
Telephone: 02 8298 0783
Facsimile: 02 8298 0788

ASSUMED LIABILITY AND WAIVED RIGHTS

If You have entered into an agreement with another party:

- where You are assuming a greater liability than would apply had You not entered into that agreement; or
- which prevents You from taking a recovery action for indemnity or contribution from that party

it may adversely affect Your rights to cover under this Policy.

CLAIMS MADE INSURANCE

Your Commercial Legal Protection Insurance Policy is issued on a claims made basis. This means that the Policy responds:

- a) To claims first made against You during the Policy period and notified to Us during that Policy period, providing that You were not aware at any time prior to the Policy inception of circumstances which would have put a reasonable person in Your position on notice that a claim might be made against You; and
- b) Pursuant to section 40 sub-section 3 of the Insurance Contracts Act, which states: "where the insured gave notice in writing to the insurer of facts that might give rise to a claim against the insured as soon as was reasonably practicable after the insured became aware of those facts but before the insurance cover provided by the contract expired, the insurer is not relieved of liability under the contract in respect of the claim, when made, by reason only that it was made after the expiration of the period of insurance cover provided by the contract".

When the Policy expires, no new notification can be made on the expired Policy even though the event giving rise to the claim against You may have occurred during the Policy period. You will not be entitled to indemnity under Your new Policy in respect of any claim arising out of circumstances of which You were aware at any time prior to Policy inception that would have put a reasonable person in Your position on notice that a claim might be made against You.

COMPLAINTS AND DISPUTE RESOLUTION PROCESS

We view seriously any complaint made about Our products or services and will deal with it promptly and fairly.

If You have a complaint please first try to resolve it by contacting the relevant member of Our staff.

If the matter is still not resolved, please then contact Our Internal Disputes Resolution Officer on (02) 9930 9500, or by email at IDR@SURA.com.au or by writing to Us at the address for SURA Labour Hire given above. They will seek to resolve the matter in accordance with the General Insurance Code of Practice and Our Dispute Resolution procedures.

If the matter is still not resolved, or You are not satisfied with the way a complaint has been dealt with, you should write to:

Lloyd's Australia Limited
Level 9, 1 O'Connell St
Sydney NSW 2000
Telephone: 02 8298 0783
Email: ldraustralia@lloyds.com

If You are a natural person or a small business, and You are not satisfied with the final decision, You may wish to contact the Australian Financial Complaints Authority (AFCA). The AFCA is a free independent external disputes resolution service provided to customers to review and resolve complaints where We have been unable to satisfy Your concerns.

For further details You can visit their website at www.afca.org.au or contact them:

The Australian Financial Complaints Authority
PO Box 3
Melbourne VIC 3001
Telephone: 1800 931 678
Email: info@afca.org.au

DISCLAIMER

When You enter into this Policy You confirm and warrant that You have read the Policy documents provided to You.

YOUR DUTY OF DISCLOSURE

This Policy is subject to the Insurance Contracts Act 1984 (Act). Under that Act You have a Duty of Disclosure.

Before You take out insurance with Us, You have a duty to tell Us of everything that You know, or could reasonably be expected to know that may affect Our decision to insure You and on what terms. If You are not sure whether something is relevant You should inform Us anyway.

You have the same duty to inform Us of those matters before You renew, extend, vary, or reinstate Your contract of insurance. The duty applies until the Policy is entered into, or where relevant, renewed, extended, varied or reinstated (Relevant Time). If anything changes between when the answers are provided to Us or disclosures are made and the Relevant Time, You need to tell Us.

Your duty however does not require disclosure of matters that:

- reduce the risk;
- are common knowledge;
- We know or, in the ordinary course of Our business, ought to know; or
- We have indicated We do not want to know.

If You do not comply with Your Duty of Disclosure, We may be entitled to:

- reduce Our liability for any claim;
- cancel the contract;
- refuse to pay the claim; or
- avoid the contract from its beginning, if Your non-disclosure was fraudulent.

After the Policy is entered into, ongoing disclosure obligations can apply. See the Policy for details.

GENERAL INSURANCE CODE OF PRACTICE

We proudly support the General Insurance Code of Practice (the 'Code'). The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

For further information on the Code, please visit www.codeofpractice.com.au or alternatively you can request a brochure on the Code from SURA Labour Hire.

GOODS AND SERVICES TAX (GST)

The amount payable by You for this Policy includes an amount for GST.

When We pay a claim, Your GST status will determine the amount We pay. The amount that We are liable to pay under this Policy will be reduced by the amount of any Input Tax Credit (ITC) that You are or may be entitled to claim for the supply of goods or services covered by that payment.

You must advise Us of Your correct Australian Business Number (ABN) and Taxable Percentage. Taxable Percentage is Your entitlement to an ITC on Your premium as a percentage of the total GST on that premium. Any GST liability arising from Your incorrect advice is payable by You.

Where the settlement of a claim is less than the applicable Limit of Indemnity or the other limits applicable to this Policy, We will only pay the GST (less Your ITC) applicable to the settlement. This means that if these amounts are not sufficient to cover the whole claim, We will only pay the GST relating to Our share of the settlement for the whole claim. We will pay the claim by reference to the GST exclusive amount of any supply made by any Business of Yours which is relevant to the claim.

GST, ITC, BAS and Acquisition have the same meaning as given to those words or expressions in A New Tax System (Goods and Services Tax) Act 1999 and related legislation as amended from time to time.

LEGAL ADVICE

You can email the Advice Provider via <https://au.freelegalaccess.com/clients/sura> for legal advice on any problem related to Your business, trade or profession. The advice available is limited to the law and practice of Australia.

This insurance is only available to business organisations whose normal business activities are conducted within the Territorial Limits.

NON-STANDARD POLICY

The terms and conditions of this Commercial Legal Protection Insurance Policy are distinct and exclusive from the terms and conditions of all other business insurances arranged by Us. It may contain provisions which are unusual or different from any other policies and You should read the entire Policy carefully prior to entering into any contract.

PRIVACY STATEMENT

In this Privacy Statement the use of “We”, “Our” or “Us” means SURA Labour Hire and the Insurers unless specified otherwise.

In this Privacy Statement the use of personal information includes sensitive information.

We are committed to protecting the privacy of the personal information that You provide to Us.

The Privacy Act 1988 contains the Australian Privacy Principles which require Us to tell You that We collect, handle, store and disclose Your personal and sensitive information for the specific purpose of:

- deciding whether to issue a Policy,
- determining the terms and conditions of Your Policy,
- compiling data to help develop and identify other products and services that may interest clients, and
- handling claims.

Personal information is information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- a) whether the information or opinion is true or not;
- b) whether the information or opinion is recorded in a material form or not.

Sensitive information includes, amongst other things, information about an individual’s racial or ethnic origin, political opinions, membership of a political organisation, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record, health information about an individual, genetic information, biometric information or templates.

You have given Us Your consent to collect, use and disclose Your personal information in order to provide You with the relevant services and/or products.

When You give Us personal information about other individuals, We rely on You to have made or make the individual aware that You will or may provide their personal information to Us and the types of other parties and service providers We may provide it to, the relevant purposes We and the other parties and service providers will use it for, and how they can access it. If You have not done or will not do either of these things, You must tell Us before You provide the relevant personal information to Us.

We will protect Your information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorised access, disclosure and alteration. Some of the safeguards that We use are firewalls and data encryption, physical access controls to Our data centres, and information access authorisation controls.

We disclose personal information to other parties and service providers whom We believe are necessary to assist Us and them in providing the relevant services and/or products. For example, in handling claims, We may have to disclose Your personal information to other parties and service providers such as Our claim management partner, other insurers, reinsurers, loss adjusters, external claims data collectors, investigators and agents, facilitators, assessors or other parties as required by law. We will limit the use and disclosure of any personal information provided by Us to them to the specific purpose for which We supplied it.

We may disclose Your personal information to Our insurers, reinsurers, related entities and service providers overseas where it is reasonably necessary for, or directly related to, the functions, services or activities we provide to you. When we transfer Your information to other countries, including countries which may not have data protection laws that provide the same level of protection that exists in Australia, We will protect the information as described in this Privacy Policy.

If You do not provide the personal information requested and/or do not provide Us with Your consent to the use and disclosure of Your personal information as set out in this Privacy Statement, Your insurance application may not be accepted, or We may not be able to administer Your Policy, or You may be in breach of Your duty of disclosure, the consequences of which are set out under the heading Duty of Disclosure in this document.

We will notify you as soon as possible if Your personal information is involved in a data breach that is likely to result in serious harm to You.

If You would like a copy of Our Privacy Policies, would like to seek access to or correct Your personal information, opt out of receiving materials We send, complain about a breach of Your privacy or You have any query on how Your personal information is collected, stored or used, or any other query relating to Our handling of Your personal information, please contact Us.

SERVICE OF SUIT

The Insurers accepting this insurance agree that:

- if a dispute arises under this insurance, this insurance will be subject to Australian law and practice and the Insurers will submit to the jurisdiction of any competent court in the Commonwealth of Australia;
- any summons, notice or process to be served upon the Insurers may be served upon:

Lloyd's Australia Limited
Level 9, 1 O'Connell St
Sydney NSW 2000
- if a suit is instituted against any of the Insurers, all Insurers participating in this insurance will abide by the final decision of such Court or any competent Appellate Court.

SEVERAL LIABILITY

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in the Policy Schedule.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with any other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various parts in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural. The insurers named hereon bind themselves each and for their own part and not one for another.

Each insurer's liability under this contract shall not exceed that percentage or amount of the risk shown against that insurer's name.

SANCTIONS

We shall not be deemed to provide cover and We shall not be liable to pay any claim or provide any benefit under this Policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us, Our parent company or Our ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the Commonwealth of Australia, United Kingdom or the United States of America.

GENERAL DEFINITIONS

Some key words and terms used in this Policy, its Schedules and its endorsements have a special meaning.

If words and terms are only used in one Section of the Policy We will describe their special meaning in that Section. Wherever the following words or terms are used in the Policy, they mean what is set out below.

Unless the context requires another meaning, a reference to the singular includes the plural and vice versa.

Advice Provider means the person or company specified as "Advice Provider" in the Schedule or appointed subsequently by Us, who provides legal advice under this Policy on Our behalf.

ADR means any form of legal dispute resolution alternative to or outside a proceeding in a Court or Tribunal agreed to by You and Claims Administrator, including a mediation presided over by an independent mediator who is both accredited by LEADR, or registered with or endorsed by the Law Society or corresponding body of the appropriate State, and agreed to by You and the other party.

ADR Costs means the portion payable by You, or for the purposes of Sections of Cover 3 and 10 by the Employee, of the fees, charges, expenses and disbursements in connection with a Claim which have been reasonably and properly charged by a mediator and/or other person appointed for the purposes of ADR including a Preferred Practitioner.

Annual Aggregate Limit means the amount specified as "Annual Aggregate Limit" in the Schedule being the maximum We will pay for all Claims notified under this Policy during the Period of Insurance.

ATO means the Australian Taxation Office or appropriate government authority or state authority or agency authorised to conduct the relevant activity.

ATO Investigation means an investigation into Your taxation affairs by the ATO under Income Tax Legislation.

Attendance Expenses means, subject to a limit of \$2,500 per Legal Action, the Limit of Indemnity and the Annual Aggregate Limit, the salary or wages up to \$125 per person per day of an Employee, Partner or Director paid by You for the period he or she is absent from work to attend a hearing before a Court or Tribunal at the request of the Preferred Practitioner:

- as a witness on behalf of You in a Legal Action in respect of a Claim; or
- as a party to a Legal Action in respect of a Claim.

Business Premises means the business premises owned by You or for which You are legally responsible and used by You for the purposes of the normal business activities.

Claim means a claim of a kind described in the Sections of Cover under "What is Covered" that:

- a) is first made against You or an Employee, as relevant, during the Period of Insurance and notified by You to the Claims Administrator before the end of the Period of Insurance; or
- b) first comes to Your knowledge during the Period of Insurance and is first notified to the Claims Administrator before the end of the Period of Insurance;

and arises out of Your normal business activities.

Claims Administrator means the company specified as "Claims Administrator" in the Schedule or appointed subsequently by Us, which administers Your claims under this Policy on Our behalf and to whom notification of a Claim must be made.

Competition and Consumer Act means the Competition and Consumer Act 2010 (Cwlth) and / or amending legislation.

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

Cwlth denotes the legislation being referred to is a Commonwealth of Australia Consolidated Act.

Director means a director or other board member of Yours where You are a company.

Employee means an existing or former employee of Yours, and does not include a prospective employee.

Employee's Costs means the legal fees and disbursements incurred by the Employee to his or her lawyer in respect of the Legal Action and ADR Costs and payable by You in Your capacity as employer, which have been incurred with the prior written consent of the Claims Administrator and whose reasonable amount is determined by taxation or assessment of costs or by agreement of the Claims Administrator, but excludes any such fees and disbursements and ADR Costs recovered by the Employee.

Excess means either the initial amount stated below, or if higher, the amounts as specified in the Schedule of each Insured's claim under this Policy You must bear before We are obliged to make any payment of indemnity:

- a) for Section 4 of What is Covered: \$750;
- b) for all other Sections of Cover: Nil.

First Period of Insurance means the period of insurance of Your first Commercial Legal Protection Insurance Policy with Us provided that the insurance was renewed continuously every year up to this Policy.

Fringe Benefits Dispute means 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 where there are reasonable grounds for such dispute.

GST Dispute means a dispute with the ATO regarding the amount of GST payable by You where there are reasonable grounds for such dispute.

Income Tax Legislation means 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; or any other legislation replacing the above legislation.

Inquiry means any investigation, examination, inquiry, coronial inquest, royal commission or other proceeding ordered or commissioned by any regulatory authority.

Insured's Costs means the legal fees and disbursements payable by You to the Preferred Practitioner in respect of the Legal Action or ATO Investigation and ADR Costs, which have been incurred with the prior written consent of the Claims Administrator and whose reasonable amount is determined by taxation or assessment of costs or by agreement of the Claims Administrator, but excludes any such fees and disbursements and ADR Costs recovered by You.

Insurer means certain Underwriters at Lloyd's specified as "Insurer" in the Schedule.

Legal Action means:

- a) a civil proceeding in a Court or Tribunal, including:
 - i. any necessary steps approved by the Claims Administrator taken before the commencement of that proceeding;
 - ii. any appeal to a Court or Tribunal with the Claims Administrator's written consent;
- b) in respect of Sections of Cover 2 and 3, a criminal prosecution in a Court or Tribunal;
- c) in respect of Section of Cover 8, any proceeding in the nature of an Inquiry;
- d) in respect of Section of Cover 9, a proceeding in the appropriate forum for a Fringe Benefits Dispute, a GST Dispute or an ATO Investigation.

Limit of Indemnity means the amount specified as "Limit of Indemnity" in the Schedule being the maximum sum We will pay in connection with the one event or the one series of events attributable to a single source or cause or to a single set of circumstances, from which the Excess is deducted, and is subject always to the Annual Aggregate Limit.

Opponent means a party to a Legal Action other than You, an Employee, Partner or Director.

Opponent's Costs means the legal fees and disbursements of the Legal Action incurred by the Opponent and payable by You pursuant to a judgement of the Court or Tribunal or a settlement agreed to by the Claims Administrator, whose reasonable amount is determined by taxation or assessment of costs or by agreement of the Claims Administrator.

Partner means where You are a partnership, any of the partners within that partnership.

Period of Insurance means the period specified as "Period of Insurance" in the Schedule.

Policy means the contract of insurance between Us and You as set out in this document and the Schedule.

Preferred Practitioner means the lawyers or suitably qualified tax advisers designated to act on behalf of You in respect of the resolution of a Claim.

Privacy Act means:

- a) Privacy Act 1988 (Cwlth);
- b) any legislation of an Australian State or Territory to the extent that it concerns matters dealt with in the named legislation above.

Prospects of Success means in the Claims Administrator's reasonable opinion:

- a) it is more probable than not that at a determination at a final hearing You will be successful in obtaining the outcome in respect of the Claim that You are seeking; and
- b) Your interests cannot be better achieved by other means.

Schedule means the Schedule to this Policy.

Statutory Licence means a declared and accepted licence issued under statute or statutory instrument or by government or local authority to You where the licence is necessary for Your normal business activities.

Territorial Limits means the Commonwealth of Australia and its external territories and an Australian State or Territory.

We/Our/Us means SURA Labour Hire Pty Ltd acting under a binder as an agent of certain Underwriters at Lloyd's.

You/Your/Insured means the policyholder specified as "Insured" in the Schedule, whose registered office or principal trading address is within the Territorial Limits.

WHAT YOU ARE INSURED AGAINST

We will indemnify You under the following Sections of Cover as are specified as covered in the Schedule, subject to the terms of this Policy and up to but not exceeding the Limit of Indemnity and the Annual Aggregate Limit.

1. PRIVACY

Insured's Costs, Attendance Expenses and Opponent's Costs of a Legal Action in respect of:

- a) a Claim against You of breach of the Privacy Act; or
- b) a Claim by You being an appeal against an enforcement or other notice issued under the Privacy Act following Your receipt of such a notice.

2. PROSECUTION DEFENCE FOR THE INSURED

- a) Insured's Costs and Attendance Expenses of a Legal Action against You being a criminal prosecution, including under the Competition and Consumer Act, arising from a Claim of an alleged act or omission by You; or
- b) Insured's Costs and Attendance Expenses of a Legal Action in respect of a Claim being an appeal against improvement and prohibition notices served on You under the Occupational Health and Safety Act 1991 (Cwth) or corresponding legislation of a State or Territory of the Commonwealth.

3. EMPLOYEE PROTECTION

An Employee's Costs and Your Attendance Expenses of a Legal Action against that Employee being a criminal prosecution, including under the Competition and Consumer Act, arising from a Claim of an alleged act or omission in the course of his or her duties as an Employee of Yours.

4. CONTRACT

Insured's Costs, Attendance Expenses and Opponent's Costs of a Legal Action by or against You in respect of a Claim arising from a dispute between You and Your customer or supplier about a written agreement or contract for the supply of goods or services. The dispute must be such that the amount in dispute exceeds the jurisdictional Small Claims limit of any Court or Tribunal having jurisdiction to deal with Small Claims in the State or Territory in which the action is brought.

The facts and circumstances giving rise to the dispute must first occur at least ninety (90) days after the start of the First Period of Insurance.

5. PROPERTY PROTECTION

Insured's Costs, Attendance Expenses and Opponent's Costs of a Legal Action by You against an Opponent in respect of a Claim of an act or omission by that Opponent in relation to the Business Premises and/or goods owned by You which results in, or is likely to result in uninsured financial loss to You resulting from physical damage to that property.

6. TENANCY DISPUTES

Insured's Costs, Attendance Expenses and Opponent's Costs of a Legal Action by You against Your landlord or against You by Your landlord in respect of a Claim for breach of the terms contained within the lease or tenancy agreement applying to the Business Premises.

7. STATUTORY LICENCE PROTECTION

Insured's Costs, Attendance Expenses and Opponent's Costs of a Legal Action in respect of a Claim being an appeal against suspension, revocation, alteration of the terms of or refusal to renew a Statutory Licence.

Conditions

- a) You must notify Us of all Statutory Licenses obtained by You during the Period of Insurance.
- b) In addition to the General Conditions, You must immediately contact the Advice Provider quoting the Policy number and follow the advice given and procedures laid down by the Advice Provider after becoming aware of any threatened suspension, revocation, alteration of the terms of or refusal to renew a Statutory Licence.

8. INQUIRY PROTECTION

Insured's Costs and Attendance Expenses of a Claim being an Inquiry, excluding those recoverable under any other Section of this Policy.

9. TAX DISPUTES AND INVESTIGATIONS

- a) Insured's Costs and Attendance Expenses of a Legal Action arising directly from:
- i. GST Dispute with the ATO in respect of a Claim by the ATO for additional amounts of GST where there are reasonable prospects of You obtaining a financial benefit. For the purpose of this clause, the Claim is first made against You on the earliest of the following:
 - A. 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;
 - B. the date on which You or Your adviser first became aware, or could reasonably have become aware, that a GST Dispute was likely to arise with the ATO; or
 - C. the date on which You are served with a notice of assessment or amended notice of assessment relating to the additional amounts of GST;
 - ii. 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:
 - A. the date on which the ATO expresses dissatisfaction with the amounts of PAYG or FBT (as those terms are defined in Income Tax Legislation) paid by You or Your returns relating to PAYG or FBT; or
 - B. 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.
- b) Insured's Costs and Attendance Expenses arising directly from an ATO Investigation in respect of a Claim being a notification from the ATO that it is taking action, carrying out an investigation or making an enquiry under the provisions of Income Tax Legislation.

Conditions

- a) In addition to the General Conditions, You must contact the Advice Provider as soon as possible after the Claim is first made and comply with the advice given by the Advice Provider;
- b) You must have maintained and must 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;
- c) You and the Preferred Practitioner 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;
- d) You or Your Preferred Practitioner must immediately notify the Claims Administrator in writing of any invitation by the ATO to make an offer in settlement; and
- e) In respect of ATO Investigations the Preferred Practitioner must provide copies of relevant correspondence between the ATO, the Preferred Practitioner and You (including the notice of investigation) together with copies of the accounts, tax computations and returns giving rise to the investigation.

10. PERSONAL INJURY

An Employee's Costs and Your Attendance Expenses of a Legal Action by that Employee in respect of a Claim against anyone other than You arising from an incident which causes death or personal injury to the Employee while in the course of the Employee's employment.

WHAT IS NOT COVERED

The following exclusions apply in respect of the following Sections of Cover.

1. PRIVACY

Any Claim arising from or relating to:

- a) a failure to respond to any notice served under the Privacy Act;
- b) a wilful failure to comply with any legislative requirement about the processing of sensitive information;
- c) the cost associated with any Legal Action concerning the grant and/or execution of a warrant of entry; and
- d) the payment of any civil penalty.

2. PROSECUTION DEFENCE FOR THE INSURED

Any Claim arising from or relating to:

- a) the ownership, possession, hire or use of a motor vehicle;
- b) allegations of:
 - i. intentional obstruction of a person in the execution of an authorisation order issued under the Privacy Act; and/or
 - ii. failure to give a person executing such an authorisation order the assistance that is reasonably required for its execution;
- c) allegations of manslaughter;
- d) drugs, alcohol, indecent or obscene materials, or immigration;
- e) income tax;
- f) superannuation contributions under the Superannuation Industry (Supervision) Act 1993 (Cwlth).
- g) allegations of fraud, dishonesty, bribery, intentional violence or any deliberate, criminal or dishonest act or omission by You.

3. EMPLOYEE PROTECTION

Any Claim arising from or relating to:

- a) the ownership, possession, hire or use of a motor vehicle;
- b) allegations of:
 - i. intentional obstruction of a person in the execution of an authorisation order issued under the Privacy Act; and/or
 - ii. failure to give a person executing such a warrant the assistance that is reasonably required for its execution;
- c) matters which do not relate to the Employee's duties as an Employee of Yours;
- d) allegations of manslaughter;

- e) drugs, alcohol, indecent or obscene materials, or immigration;
- f) income tax;
- g) allegations of fraud, dishonesty, bribery, intentional violence or any deliberate, criminal or dishonest act or omission by the Employee.

4. CONTRACT

a) Any Claim arising from or relating to:

- i. the recovery of a debt from a customer or supplier where that customer or supplier does not dispute that the money is lawfully owed to You;
- ii. a dispute between a landlord and tenant or licensor and licensee;
- iii. the sale, lease, service, repair or test of a motor vehicle;
- iv. a contract of employment;
- v. a dispute about securities, bills of exchange, goodwill, credit, guarantees, assignment, agency, franchisement or bailment;
- vi. the sale or purchase of real property;
- vii. construction contracts;
- viii. computer software operating systems and packaged software tailored by a supplier to Your special order.

- b) Any Claim arising from an arbitration clause in a contract unless the Claims Administrator has agreed in writing to accept the Claim.

5. PROPERTY PROTECTION

Any Claim arising from or relating to:

- a) a contract between You and a third party;
- b) a lease or licence to occupy land or buildings;
- c) a dispute over the possession of or right to occupy land and/or any building thereon;
- d) goods in transit;
- e) goods You have hired from or lent to third parties;
- f) goods at premises other than the Business Premises unless they are to be installed at those premises or to be used in work carried out by You;
- g) a motor vehicle belonging to You or in Your possession except whilst on the Business Premises;
- h) any dispute relating to tax, planning or building regulations or decisions or compulsory purchase orders.

6. TENANCY DISPUTES

Any Claim arising from or relating to:

- a) the amount, payment or non-payment of rent;
- b) the renewal of a lease or tenancy agreement.

7. STATUTORY LICENCE PROTECTION

Any Claim arising from or relating to:

- a) an original application for or standard renewal of a licence;
- b) an appeal relating to the ownership, driving or use of a motor vehicle;
- c) a Statutory Licence which has not been declared and accepted.

8. TAX DISPUTES AND INVESTIGATIONS

- a) Costs incurred in dealing with routine matters (including but not limited to a GST 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 incurred in respect of 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. Where appropriate the Preferred Practitioner's fees will be apportioned.
- 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 enquiry by the Investigations and Prosecutions Division of the ATO or following the transfer of an enquiry to that Division;
 - ii. avoidance schemes relating to tax or superannuation contributions under the Superannuation Industry (Supervision) Act 1993 (Cwlth); and/or
 - iii. GST refunds in countries outside Australia or Import GST.

9. PERSONAL INJURY

Any Claim arising from or relating to:

- a) medical or clinical treatment, advice, assistance or care;
- b) solely stress, emotional or psychological injury;
- c) illness, personal injury or death which is caused gradually or is not caused by a single act or omission.

The Following Exclusions Apply to the Whole Policy

10. EXCESS AND VARIOUS LIABILITIES

We will not pay for:

- a) the Excess;
- b) compensation, damages, interest, penalties or taxes which You or Your Employees, Partners or Directors are ordered or agree to pay.

11. EXCLUDED CLAIMS

- a) Any Claim:
 - i. notified to the Claims Administrator after the Period of Insurance expires;
 - ii. where Your delay during the Period of Insurance in notifying the Claims Administrator has prejudiced Our position;
 - iii. arising from an event, fact or circumstance which happen, or a series of events, facts or circumstances which starts, before the First Period of Insurance;
 - iv. where, before the commencement of the Period of Insurance, You were aware, or should have been aware, that a Claim was likely to be made;
 - v. where, before the commencement of the Period of Insurance, You were aware of facts and circumstances that might give rise to a Claim;
 - vi. arising from driving a motor vehicle without a valid licence and/or insurance;

- vii. more specifically insured or any amount that You cannot recover from a more specific insurance because the insurer refuses the claim for indemnity under the other insurance;
 - viii. in respect of which You are indemnified or are entitled to be indemnified under a contract of insurance:
 - A. not entered into by You; or
 - B. that You were required to enter into by or under a law;
 - ix. which does not arise from the normal business activities;
 - x. where no Court or Tribunal will or would entertain a hearing on the substantive merits of the dispute or which is otherwise not within the jurisdiction of a Court or Tribunal.
- b) Any claim for indemnity under the Policy which is false, fraudulent or exaggerated.
- c) Any Claim concerning or arising from:
- i. anything to do with building, rebuilding, converting or extending all or part of a building;
 - ii. a dispute about a licence to occupy property;
 - iii. a tax or levy relating to the Business Premises;
 - iv. works by or under the order of any government, public or local authority;
 - v. planning laws and regulations;
 - vi. patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements and passing off;
 - vii. a manufacturer's warranty or guarantee;
 - viii. subsidence, land heave, land slip, mining or quarrying;
 - ix. libel, slander, defamation or malicious falsehood;
 - x. a dispute between You, Us, Claims Administrator, and/or Advice Provider about this Policy;
 - xi. an application for judicial review.
- d) Any Claim directly or indirectly caused by or contributed to or arising from:
- i. any software, stored program, computer, device or system failing (or partly failing) because of a date-based event;
 - ii. pressure waves caused by aircraft or any other airborne device travelling at sonic or supersonic speed;
 - iii. confiscation, nationalisation, compulsory purchase, requisition, destruction of or restrictions or controls placed on or damage to property by or under the order of any government or public or local authority.
- e) Any civil claim against You arising from:
- i. the death or injury to any person including (without limitation) any sickness, disease or any naturally occurring condition or degenerative process;
 - ii. the loss destruction or damage to property owned or occupied by or under the control of a third party.

12. EXCLUDED INSURED'S COSTS AND ATTENDANCE EXPENSES

- a) All Insured's Costs and Attendance Expenses associated with an appeal unless:
- i. the appeal relates to a Claim that We have already covered under this Policy; and
 - ii. You notify the Claims Administrator in writing that You want to appeal at least six (6) working days before You are required to give notice of appeal; and
 - iii. the Claims Administrator considers that the appeal has Prospects of Success.
- b) All Insured's Costs and Attendance Expenses of any private prosecution.
- c) All Insured's Costs and Attendance Expenses that You pay or agree to pay before the Claims Administrator has accepted Your claim for indemnity in writing.
- d) All Insured's Costs and Attendance Expenses greater than agreed by the Claims Administrator.
- e) All Insured's Costs and Attendance Expenses arising from You entering into any form of litigation funding without obtaining the Claims Administrator's consent in writing first.
- f) All Insured's Costs and Attendance Expenses arising from Your or the Preferred Practitioner's unreasonable behaviour or failing.
- g) All Insured's Costs and Attendance Expenses arising from breach of Your duties under this Policy or acts of You or the Preferred Practitioner that cause prejudice to Us.
- h) All Insured's Costs and Attendance Expenses arising from You acting against or differently from the advice of the Preferred Practitioner.
- i) All Insured's Costs and Attendance Expenses of or relating to any security for costs You are ordered to pay or agree to pay.
 - j) all Insured's Costs and Attendance Expenses incurred in unnecessary correspondence.

13. CLAIMS NOT ARISING FROM NORMAL BUSINESS ACTIVITIES

This Policy does not provide cover in relation to Claims not arising out of Your normal business activities.

14. PROFESSIONAL NEGLIGENCE CLAIMS

This Policy does not provide cover in relation to Claims against You or any Partner, Director or Employee for alleged negligent act, error or omission of a type normally covered under professional indemnity, directors and officers, management liability or similar insurance.

15. TERRORISM / WAR AND CONTAMINATION EXCLUSIONS

- a) This Policy does not cover any Claims or legal proceedings (including any costs or expenses of any description) arising out of or in connection with:
- i. war (whether declared or not), invasion, acts of a foreign enemy, hostilities, or any similar act, condition or warlike operation, warlike action by a regular or irregular military force or other authority to hinder or defend against an actual or expected attack;
 - ii. insurrection, rebellion, revolution, riot, attempt to usurp power, popular uprising, or any action taken by any governmental or martial authority in hindering or defending against any of these;
 - iii. discharge, explosion, or use of a weapon of mass destruction, whether or not employing nuclear fission or fusion, or chemical, biological, radioactive or similar agents, by any party at any time for any reason;
 - iv. any claims or legal proceedings (including any costs or expenses of any description) arising out of or in connection with any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing terrorist action.
- b) This Policy does not cover any Claims or legal proceedings (including any costs or expenses of any description) arising out of or in connection with any pollution, seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to, smoke, vapours, soot, dust, fibres, fungi, mould, fumes, acids, alkalis, chemicals and waste (including but not limited to material to be recycled, reconditioned or reclaimed) or contamination of any kind; or ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or radioactive, toxic, explosive or other hazardous properties of any explosive.

GENERAL CONDITIONS

ACCEPTANCE OF A CLAIM

- a) We will pay Insured's Costs and Attendance Expenses incurred after the Claims Administrator accepts Your Claim in writing and Your solicitor or tax adviser confirms in writing that he or she will co-operate with You to keep to the terms of this Policy.
- b) The Claims Administrator will accept Your Claim only if there are Prospects of Success.
- c) We will only meet Insured's Costs and Attendance Expenses of the Claim which have been agreed in advance by the Claims Administrator as to both amount and purpose.
- d) If at any stage the Claims Administrator considers that the Claim does not have Prospects of Success, You will be given an explanation of the decision in writing. We will not provide any further cover for the Claim.

AGREEMENT

We are not bound by any agreement that You or the Preferred Practitioner make without the Claims Administrator's prior approval or permission.

ALTERATION OF RISK

You shall throughout the Period of Insurance disclose to Us as soon as reasonably practicable any material change in any fact, activity or circumstance as described in the Proposal.

We are entitled to refuse to cover the additional exposure or to charge a reasonable additional premium or, if the nature of the change in circumstances entails a substantially different risk, whether in type or degree, from that previously envisaged, to cancel the contract or reduce its liability.

APPOINTMENT OF PREFERRED PRACTITIONER AND CONDUCT OF CLAIMS

- a) The Claims Administrator or Advice Provider will arrange for the Preferred Practitioner to act on Your behalf in the resolution of a Claim. You shall choose the Preferred Practitioner from a list provided by the Claims Administrator or the Advice Provider or, upon request, the Claims Administrator will nominate the Preferred Practitioner.
- b) You will authorise and request the Preferred Practitioner to:
 - i. provide the Claims Administrator, as soon as reasonably possible, with:
 - A. their views on the merits of the Claim and the strategies and timelines to resolve the Claim;
 - B. their detailed estimate of Insured's Costs and Opponent's Costs of the Claim; and
 - C. any information, document or file (including the Preferred Practitioner's files) relating to the Claim, whether or not privileged, that the Claims Administrator may ask for,
 - ii. keep the Claims Administrator fully updated during the Claim:
 - A. on the progress of the Claim, including any offers to settle;
 - B. of any change in their views on the merits of the Claim; and
 - C. of any change to their estimate of Insured's Costs and Opponents Costs.
- c) You will co-operate at all times with:
 - i. the Claims Administrator and reply promptly to any correspondence about the Claim; and
 - ii. the Preferred Practitioner and provide them with all information that they need and attend meetings and hearings whenever You are asked to.
- d) In the event that the Claims Administrator considers it appropriate to refer an issue for expert determination, the Claims Administrator will nominate the expert to be appointed for that purpose.
- e) The Claims Administrator, or its agents, may investigate the Claim. At Our absolute discretion, We may, after considering all the circumstances of the Claim, pay You an amount equal to the Claims Administrator's reasonable estimate of the value of the pay indemnity instead of providing cover for the costs.
- f) You or the Preferred Practitioner must immediately write to tell the Claims Administrator of any offer made to settle the Claim including offers relating to costs. You must not accept any offers without getting the permission of the Claims Administrator first. The Claims Administrator will not withhold consent in relation to an offer that a reasonable solicitor would recommend to a private client who is paying his or her own fees. If You do not accept an offer the Claims Administrator considers reasonable, We will not pay any further costs.

- g) If the Claims Administrator considers at any stage that the Claim no longer has reasonable Prospects of Success, the Claims Administrator will give You an explanation of that decision in writing. We will not provide any further cover for the Claim.
- h) If You withdraw from or discontinue the Claim without getting the permission of the Claims Administrator in writing first then We will not pay any costs and will be entitled to recover from You any Insured's Costs, Attendance Expenses and Opponent's Costs paid before the withdrawal or discontinuance. The Claims Administrator will not withhold permission in relation to a withdrawal or discontinuance that a reasonable solicitor would recommend to a private client who is paying his or her own fees.
- i) All accounts for Insured's Costs, Attendance Expenses and Opponent's Costs payable under this Policy must be submitted to the Claims Administrator immediately upon receipt.
- j) If any payment in respect of Insured's Costs, Attendance Expenses or Opponent's Costs is made under this Policy the Claims Administrator will be subrogated to Your rights of recovery. You will not enter into any agreement, arrangement or understanding which has the effect of limiting or compromising the Claims Administrator's rights of subrogation.
- k) If You are dissatisfied with any decision made by a Court or Tribunal and decide to appeal against that decision, You must request the written consent of the Claims Administrator no later than six (6) business days prior to the expiry of the time for making an appeal. The Claims Administrator shall provide consent only if the appeal has Prospects of Success.
- l) If the Claims Administrator is dissatisfied with any decision made by a Court or Tribunal and wishes to appeal against that decision, You will co-operate with the Claims Administrator in making such an appeal. In this event, We agree to pay 100% of the Insured's Costs and Opponent's Costs up to the Limit of Indemnity, subject to the Annual Aggregate Limit.

ASSESSMENT AND RECOVERY OF COSTS

- a) If the Claims Administrator asks, You must instruct the Preferred Practitioner to send all of his or her files and any bill of costs for taxation or assessment by a court or certification by the appropriate professional body or auditing by cost consultants appointed by the Claims Administrator.
- b) You must:
- i. take reasonable steps to recover all costs awarded or agreed to be paid to You; and
 - ii. immediately pay the Claims Administrator any Insured's Costs recovered, or instruct the Preferred Practitioner to do so.

- c) If You pay or agree to pay costs above the Limit of Indemnity in order to resolve a Legal Action or Claim, any costs awarded or agreed to be paid to You will be divided between Us and You to reflect the proportion of costs that both We and You have paid or, but for the recovery of costs from an Opponent, would be liable to pay. You will pay the Claims Administrator or instruct the Preferred Practitioner to pay to the Claims Administrator the amount that is due to Us immediately.

CANCELLATION

- a) This Policy may be cancelled at any time at Your request by notifying Us in writing.
- b) We may also cancel this Policy on any grounds subject to the Insurance Contracts Act 1984 (Cth) where We have given You written notice of such cancellation in accordance with the Act.
- c) Our notice of cancellation takes effect at the earlier of the following times:
- i. the time when another Policy of insurance between You and Us or some other insurer, being a Policy that is intended by You to replace this Policy, is entered into; or
 - ii. 4.00 PM on the third (3rd) business day after the day on which notice was given to You.
- d) In the event that We cancel this Policy, We will repay to You a rateable proportion of the premium for the unexpired period of insurance from the date of cancellation.
- e) In the event that You have made a Claim under the Policy and We have agreed to pay the Claim, no return of premium will be made for any unused portion of the premium.

GOVERNING LAW

This Policy will be governed in accordance with the laws of the Commonwealth of Australia. Any disputes arising out of this Policy will be subject to determination by any Court of competent jurisdiction within Australia according to the laws applicable to the jurisdiction.

INSOLVENCY

We are not obliged to indemnify if, at any time, You are made bankrupt or go into liquidation or files a bankruptcy petition or winding up petition or makes an arrangement with Your creditors or enter into a deed of arrangement or part or all of Your affairs or property are in the control of a receiver or administrator.

INTERPRETATION

In this Policy:

- a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

- b) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- c) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- d) "includes" in any form is not a word of limitations; and
- e) a reference to "\$" or "dollar" is to Australian currency.

NOTIFICATION OF ALTERATION IN RISK

You must notify Us immediately of any alteration in risk which materially affects this legal expenses insurance. You must also declare information in the form and at the intervals the Claims Administrator specifies and You will pay such additional premium to, or receive a refund of premium from, Us as the case may be.

OBSERVANCE

The due observance and fulfilment of the terms, conditions and endorsements of this Policy insofar as they relate to anything to be done or complied with by You and the truth of any statements in Your proposal and declaration shall be conditions of any liability of Ours to make any payment under this Policy.

OTHER PARTIES AND INTERESTS

We will not indemnify anyone not named as an Insured.

REPORTING OF CLAIMS

- a) This is a "claims made and notified" legal expenses insurance which means that, subject to the terms of this Policy as a whole, the following conditions apply.
- b) In respect of a Claim against You or an Employee, You are covered under the relevant Section of Cover only if:
 - i. the Claim is first made against You or Employee during the Period of Insurance; and
 - ii. You notify the Claims Administrator of the Claim before the expiration of the Period of Insurance.

- c) In respect of a Claim by You, subject to the terms of this Policy, You are covered under the relevant Section of Cover only if:
 - i. You first become aware of the facts and circumstances which might give rise to the Claim during the Period of Insurance; and
 - ii. You notify the Claims Administrator of those facts and circumstances and Your intention to make the Claim before the expiration of the Period of Insurance.
- d) You must notify the Claims Administrator by e-mail or post to the address stated in the Schedule immediately upon becoming aware of the Claim or facts and circumstances, as relevant. Delay may prejudice Your legal position. If You are in any doubt about Your need to notify a Claim under this insurance or Your eligibility to make a claim in respect of such a Claim, then You should contact the Claims Administrator.
- e) You will be sent a claim form. You must fill this in fully and truthfully and return it to the Claims Administrator and give the Claims Administrator, at Your own cost, any documentation, evidence, or other information that the Claims Administrator may reasonably need in order to assess the Claim, including a copy of the Schedule.
- f) To enable the Claims Administrator to assess the Claim You must tell Your solicitor or tax adviser to:
 - i. provide the Claims Administrator, as soon as reasonably possible, with:
 - A. his or her views on the merits of the Claim and the strategies and timelines to resolve the Claim;
 - B. his or her detailed estimate of Insured's Costs and Opponent's Costs of the Claim; and
 - C. any information, document or file (including Your solicitor's or tax adviser's files) relating to the Claim, whether or not privileged, that the Claims Administrator may ask for.
- g) You must also give the Claims Administrator immediate notice of any proceedings brought against You, contemplated by You or believed by You to be considered by a third party and any summons or other process served or threatened to be served on You and/or any other incident or circumstance which may give rise to a Claim.

TRANSFERRING THE INSURED'S RIGHTS

You cannot transfer Your rights under this Policy.

WAIVER

If We waive any right or breach of any term of this Policy, this will not waive any other right or later breach.

SURA Labour Hire Pty Ltd
ABN 67 604 373 088 acts as an
agent for certain Underwriters at
Lloyd's and is authorised to arrange,
enter into / bind and administer this
insurance on their behalf.

SURA Labour Hire Pty Ltd is an
authorised representative of
SURA Pty Ltd ABN 36 115 672 350
AFSL 294313.

Thank you for receiving this
document electronically.

SURA Labour Hire Ltd supports
positive initiatives for our
environment.

S U R A LABOUR HIRE

NSW

LEVEL 14, 141 WALKER STREET
NORTH SYDNEY NSW 2060
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TASMANIA

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175 COLLINS STREET
HOBART TAS 7000
TELEPHONE: 03 6231 7700

VICTORIA

LEVEL 9, 99 WILLIAM STREET
MELBOURNE VIC 3000
TELEPHONE: 03 8823 9400