

calliden

Management Liability

Insurance Policy

Calliden Management Liability Policy

Table of Contents

Insuring Clauses	3
Directors & Officers Liability Cover	3
Company Reimbursement Cover	3
Company Liability Cover	3
Employment Practices Liability Cover	3
Superannuation Trustees Liability	3
Fines and Penalties	3
Limit of Indemnity and Defence Costs	3
Limit of Indemnity	3
Defence Costs	3
Additional Costs	3
Automatic Extensions	4
Advance Payment of Defence Costs	4
Continuous Cover	4
Estates	4
Extended Reporting Period	5
Inquiry Representation Expenses	5
Intellectual Property	5
Joint Venture Cover	5
Libel and Slander	5
New Subsidiaries	5
Not for Profit Organisation Outside Directorship	5
Occupational Health and Safety	6
Reinstatement of Limit of Indemnity	6
Retirement Cover	6
Run off for Outside Directorships	6
Severability	6
Spousal Cover	7
Subsidiary Run Off Cover	7
Trade Practices Act	7
Optional Extensions	7
Current Outside Directorships	7
Fidelity Cover	7
Pollution Defence Costs	8
Pre-Acquisition Liability	8
Exclusions	8
Asbestos and Pollution	8
Bodily Injury and Property Damage	8
Breach of Professional Duty	8
Capital Raising and Prospectus Liability	8
Computers and Technology	9
Contractual Liability	9
Dishonesty & Improper Advantage	9
Employment Practices Liability	9
Fines Penalties and Taxes	10
Geographical Limits and Jurisdiction	10
Insolvency and Financial Impairment	10
Insured vs Insured	10
Major Shareholder Actions	10
Nuclear Risks, War and Terrorism	10
Prior Circumstances and Claims	11

Definitions	11
Claim.....	11
Company	11
Defence Costs	11
Electronic Data.....	11
Employee	11
Employment Practices Liability	11
Excess	12
Inquiry Representation Expenses	12
Insolvent	12
Insured	12
Insured Person.....	12
Insurer	12
Joint Venture	12
Limit of Indemnity	12
Loss	12
Not for Profit Organisation	13
Outside Directorship	13
Outside Entity	13
Penalties	13
Period of Insurance.....	13
Policy	13
Pollutant	13
Proposal.....	13
Regulatory Authority	13
Retroactive Date	13
Schedule	13
Senior Counsel.....	13
Subsidiary	14
Superannuation Trustees Liability	14
Wrongful Act.....	14
 Claims Conditions	 14
Claims Reporting	14
Claims Co-operation and Mitigation	14
Conduct of Defence	14
Discharge of Liability.....	14
Senior Counsel.....	15
Representation Issues	15
Loss Allocation	15
Other Insurance	16
 General Conditions	 16
Excess	16
Cancellation.....	16
Governing Law	16
Validity	16
GST Basis of Settlement	16
Interpretation	16
 Notices	 17
Privacy	17
General Insurance Code of Practice	17
Dispute Resolution Process	17

In consideration of payment of the premium and in relying upon the **Proposal**, the **Insurer** agrees to indemnify the **Insured** in accordance with the terms of this **Policy**.

Insuring Clauses

The **Insurer** agrees to pay the **Insured** for a **Loss** covered by this **Policy** in relation to any **Claim** indemnified by the following covers if the **Claim** is first made against the **Insured** and reported to the **Insurer** during the **Period of Insurance**.

If a **Retroactive Date** is specified in the **Schedule**, indemnity is only available in respect of **Wrongful Acts** committed after the **Retroactive Date**.

Directors and Officers Liability	The Insurer will pay on behalf of each Insured Person , Loss resulting from any Claim first made against an Insured Person and reported to the Insurer during the Period of Insurance in respect of a Wrongful Act for which the Company is not permitted or required to indemnify the Insured Person .
Company Reimbursement Cover	The Insurer will pay on behalf of the Company a Loss that the Company is legally permitted to pay and has paid by reason of any Wrongful Act committed by an Insured Person in their capacity as an Insured Person .
Company Liability Cover	The Insurer will pay the Company for a Loss due to a Claim made against the Company for a Wrongful Act .
Employment Practices Liability Cover	The Insurer will pay on behalf of an Insured , Loss which the Insured must pay by reason of any Claim for Employment Practices Liability .
Superannuation Trustees Liability	The Insurer will pay on behalf of an Insured , Loss which an Insured must pay by reason of any Claim for Superannuation Trustees Liability .
Fines and Penalties	The Insurer will indemnify an Insured for Penalties arising out of any Claim indemnified under Insuring Clauses Directors and Officers Liability Cover or Company Reimbursement Cover. The Exclusion – Fines Penalties and Taxes does not apply to this cover.

Limit of Indemnity and Defence Costs

Limit of Indemnity The total liability of the **Insurer** under this **Policy** in respect of any one **Claim**, and in the aggregate for all **Claims**, (including any amounts paid or which have been agreed will be paid in accordance with Claims Condition - Discharge of Liability) will not exceed the **Limit of Indemnity**.

If a limit is shown in the **Schedule** for a particular Cover or Extension then the total liability of the **Insurer** under that Cover or Extension is as stated inclusive of Defence Costs and the limit is part of and not in addition to the **Limit of Indemnity**.

Defence Costs The **Insurer** will pay **Defence Costs** incurred with the written consent of the **Insurer** in the investigation, defence and/or settlement of any **Claim** for which the **Insured** is entitled to indemnity.

Additional Costs **Defence Costs** are part of and can be included in the **Limit of Indemnity**, however the **Insurer** will indemnify the **Insured** for **Defence Costs** in addition to the **Limit of Indemnity** for up to:

- i. \$5,000,000; or
 - ii. the **Limit of Indemnity**;
- whichever is lesser.

If a judgment or an amount required to settle a **Claim** exceeds the **Limit of Indemnity**, our liability to pay **Defence Costs** is limited to the proportion the **Limit of Indemnity** bears to the amount required to be paid to dispose of the **Claim** and in all cases will not exceed an amount equivalent to the Additional Costs described in the paragraph above.

Automatic Extensions

The **Insurer** agrees to provide cover under these Extensions for no additional premium provided that:

- a) all terms and conditions of this **Policy** apply; and
- b) the inclusion of any Extension does not increase the **Limit of Indemnity**.

Advance Payment of Defence Costs

The **Insurer** agrees to advance **Defence Costs** within a reasonable time frame after receiving invoices specifying **Defence Costs** but prior to determining indemnity under the **Policy** provided that:

- a) the **Insurer** has not denied indemnity for the **Claim**; and
- b) the **Insurer** has provided written consent to the **Defence Costs** prior to them being incurred; and
- c) the **Insurer** reserves the right to cease paying or recover any **Defence Costs** paid under this Extension separately from each **Insured Person** or **Company** involved in a **Claim** if and to the extent that each **Insured** is found not to be entitled to indemnity.

If an allegation is made of a **Wrongful Act** as described in the Exclusion – Dishonesty and Improper Advantage and it is subsequently established by admission, final judgment or final adjudication that the **Insured Person** did commit that **Wrongful Act** then any **Defence Costs** or **Inquiry Representation Costs** advanced must be repaid to the **Insurer**.

Any repayment of **Defence Costs** or **Inquiry Costs** must be made by the **Insured Person** or **Company** within 30 days of receiving a request for payment from the **Insurer**.

Continuous Cover

If the **Insured**:

- a) first became aware of facts or circumstances that might give rise to a **Claim**, prior to the **Period of Insurance**; and
- b) had not notified the **Insurer** of these facts or circumstances prior to the **Period of Insurance**, then the Exclusion - Prior Circumstances and Claims will not apply to any notification during the **Period of Insurance** of any **Claim** later resulting from such facts or circumstances, provided that:
 - i. there has been no fraudulent non-compliance with the **Insured's** duty of disclosure and no fraudulent misrepresentation by the **Insured** in respect of these facts or circumstances; and
 - ii. the **Insured** has been continuously insured, without interruption at the time of the notification of the **Claim** to the **Insurer**, under a Directors and Officers or Management Liability insurance policy issued by the **Insurer** and was insured by the **Insurer** at the time when the **Insured** first became aware of the facts or circumstances giving rise to the **Claim**; and
 - iii. the **Insurer** can reduce its liability under the **Policy** to the extent of any prejudice it may suffer as a result of the **Insured's** failure to notify the facts or circumstances giving rise to a **Claim** prior to the **Period of Insurance**; and
 - iv. this extension does not apply to any indemnity provided by the Optional Extension - Fidelity Cover or the Extension - Reinstatement of the Limit of Indemnity.

Estates

The **Insurer** agrees to provide cover for the estate, heirs, legal representatives or assigns of any deceased, incompetent or insolvent **Insured Person**.

Extended Reporting Period	If the Insurer refuses to offer renewal terms at the end of the Period of Insurance for any reason other than failure to pay the premium, the Company together with any Insured Person can pay 50% of the expiring annual premium and then be entitled to one extension of the Policy for a further 12 months starting upon expiry of the Period of Insurance . This Extension only provides cover for Wrongful Acts actually or allegedly attempted or committed prior to expiry of the Period of Insurance . The Insured must give notice to the Insurer that it requires this Extended Reporting Period prior to expiry of the Period of Insurance .
Inquiry Representation Expenses	The Insurer will pay on behalf of the Insured, Inquiry Representation Expenses incurred in representing Insured Persons at any official inquiry or other proceedings ordered by an official body or institution which: <ul style="list-style-type: none"> a) the Insured Person/s are legally compelled to attend; and b) is in relation to the affairs of the Company and the performance of the Insured Person/s duties in the conduct of the Company. Any notice requiring an Insured Person to attend the inquiry must be first received by the Insured Person during the Period of Insurance . The total liability of the Insurer under this Extension is the amount noted in the Schedule .
Intellectual Property	The Insurer agrees to provide cover for infringement of rights of intellectual property, provided that the act, error or omission by the Insured is unintentional and is committed in the course of the conduct of the Company business.
Joint Venture Cover	The Insurer agrees to provide cover for liability arising from any Claim in respect of any Joint Venture but not for any claim brought by or on behalf of any partners in the Joint Venture or any entity established to manage or conduct the Joint Venture .
Libel and Slander	The Insurer agrees to provide cover for defamation provided that the act, error or omission by the Insured is unintentional and is committed in the course of the conduct of the Company business.
New Subsidiaries	If the Company creates or acquires a Subsidiary during the Period of Insurance , the Insurer will provide indemnity to the Subsidiary for Wrongful Acts committed after the time that the entity became a Subsidiary . If the Subsidiary has a consolidated asset value at the time of creation or acquisition of 20% or more of the total consolidated asset value of the Company , the cover provided by this Extension will cease at 4 pm 60 days after the creation or acquisition of the Subsidiary unless: <ul style="list-style-type: none"> a) the Insurer is given notice of the Subsidiary within 60 days of its creation or acquisition; and b) the Insurer agrees to indemnify the Subsidiary; and c) the Insured agrees to any additional terms or payment of premium that the Insurer may request.
Not for Profit Organisation Outside Directorships	The Insurer will provide cover under Insuring Clause Directors and Officers Liability Cover for Outside Directorships in Not for Profit Organisations held by an Insured Person at the start of or during the Period of Insurance . This cover will only extend to directors and officers of the Not for Profit Organisation who are also Insured Persons . This cover will only apply in excess of any insurance indemnifying the Insured Person available to the Not for Profit Organisation

Occupational Health and Safety

The **Insurer** will pay on behalf of **Insured Persons Defence Costs** incurred in defending **Claims** against **Insured Persons** first made and notified to the **Insured** during the **Period of Insurance** in connection with Occupational Health and Safety Laws of the Commonwealth of Australia. The **Claims** must be brought within the jurisdiction of the laws of the Commonwealth of Australia. The Exclusion for Bodily Injury and Property Damage does not apply to this Extension.

The total liability of the **Insurer** under this Extension is the amount noted in the **Schedule**. If the **Insured** is entitled to payment under this Extension there is no entitlement to cover under the Inquiry Representation Costs Extension.

Reinstatement of Limit of Indemnity

If the **Limit of Indemnity** set out in the **Schedule** is exhausted or partially exhausted due payment by the **Insurer** of **Loss** under Insuring Clauses Directors and Officers Liability Cover or Company Reimbursement Cover, the **Insurer** agrees to reinstate the **Limit of Indemnity** by the amount by which it is exhausted provided that:

- a) the reinstatement will not apply to **Claims** made prior to the effective date of the reinstatement; and
- b) the aggregate of the amounts reinstated during the **Period of Insurance** will be limited to an amount equal to the **Limit of Indemnity** applicable at the start of the **Period of Insurance**; and
- c) the **Limit of Indemnity** reinstated will represent the total liability of the **Insurer** for all **Claims** made during the time from the effective date of the reinstatement until the expiry of the **Period of Insurance**;
- d) if the **Insured Person** has insurance that operates in excess of this **Policy**, a reinstatement will not apply until the amounts payable under that insurance are exhausted.

Retirement Cover

Any **Insured Person** who has retired from all employment and holding any office prior to the expiry of the **Period of Insurance** will be entitled to cover under this **Policy** until expiry of the **Period of Insurance** but only in respect of **Wrongful Acts** actually or allegedly attempted or committed prior to retirement.

Run off for Outside Directorships

The **Insurer** agrees to provide indemnity for **Outside Directorships** which an **Insured Person** held in an **Outside Entity** or **Not for Profit Organisation** if the **Insured Person**:

- a) ceased to hold the **Outside Directorship** during the **Period of Insurance**; and
- b) the **Wrongful Act** giving rise to the **Claim** occurred before the **Insured Person** ceased to hold the **Outside Directorship**; and
- c) the **Outside Directorship** had been or is covered by the **Insurer** under this **Policy** or previous policies.

The provisions of Extension - Not for Profit Organisation Outside Directorships apply to this Extension.

Severability

The **Insurer** agrees that any conduct of an **Insured Person**, where the **Insured Person** breached the duty of disclosure or made a misrepresentation to the **Insurer** before this contract was entered into, will not prejudice the right of any other party who is an **Insured** to indemnity under the **Policy**. Provided that the other **Insured**:

- a) is innocent of and has no prior knowledge of this conduct; and
- b) immediately upon becoming aware of this conduct advises the **Insurer** in writing of all known facts in relation to this conduct.

This Extension does not relieve any **Insured** from the duty of disclosure owed to the **Insurer**.

Spousal Cover	The Insurer will pay on behalf of the legal spouse of an Insured Person Loss in respect of any Wrongful Act by the Insured Person as if the Claim was made against the Insured Person if the claim is made against the spouse only due to: a) the spouse's legal status as spouse of the Insured Person ; or b) the spouse's interest in property which the claimant seeks as recovery for a Wrongful Act .
Subsidiary Run Off Cover	If an entity ceases to be a Subsidiary prior to or during the Period of Insurance , the Insurer will provide indemnity for an Insured Person of that Subsidiary for Wrongful Acts committed prior to the time that the entity ceased to be a Subsidiary .
Trade Practices Act	The Insurer will pay on behalf of the Insured any Claim other than a Claim under Insuring Clause Company Liability Cover, if the Claim is brought pursuant to the: a) misleading and deceptive conduct provisions under Part V of the Trade Practices Act 1974 (Cth) or similar legislation enacted by the states or territories of the Commonwealth of Australia; or b) restrictive trade practices provisions of the Trade Practices Act 1974 (Cth) or any similar legislation enacted by the states or territories of the Commonwealth of Australia.

Optional Extensions

The **Insurer** agrees to provide cover under these Optional Extensions, provided that:

- it is shown on the **Schedule** that indemnity is provided under an Extension; and
- all terms and conditions of this **Policy** apply; and
- the inclusion of any Extension does not increase the **Limit of Indemnity**; and
- if a limit for an Extension is shown in the **Schedule** then this amount represents the total liability of the **Insurer** for that Extension.

Current Outside Directorships	The Insurer will provide cover under Insuring Clause Directors and Officers Liability Cover for Outside Directorships held by an Insured Person at the commencement of the Period of Insurance in any Outside Entity specified in the Schedule . This cover will only extend to directors and officers of the Outside Entity who are also Insured Persons and will apply in excess of any insurance indemnifying the Insured Person available to the specified Outside Entity .
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Fidelity Cover	The Insurer will reimburse the Company for any loss of money, negotiable instruments, bearer bonds or coupons, stamps, bank or currency notes belonging to the Company or for which the Company is legally liable due to any dishonest or fraudulent act or omission of an Insured Person which is first discovered by the Company during the Period of Insurance and notified to the Insurer during the Period of Insurance .
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The **Company** will be responsible for the costs of proving loss has occurred under this extension. The **Insurer** will not cover any loss:

- discovered before the start of the **Period of Insurance**;
- arising outside of Australia or arising out of, based upon or attributable to or in any way connected with a loss occurring outside of Australia;
- if the loss can only be proven by profit and loss accounts or inventory calculations or stock takes;
- of income direct, indirect or consequential regardless of whether it is realised or not realised by the **Company**;
- in relation to the costs of rewriting or reinstalling computer programs or systems;
- caused by or contributed to by an **Insured Person** who did not hold that office or was not employed by the **Company** at the time the loss occurred;
- incurred by or on behalf of any **Insured Person** who committed or condoned any dishonest, fraudulent, criminal or malicious acts or omissions;

- h) any consequential loss arising from any dishonest, fraudulent, criminal or malicious acts or omissions of any **Insured Person**;
- i) any dishonest, fraudulent, criminal or malicious acts or omissions which an **Insured Person** had knowledge of and then failed to take action to stop or prevent these or any loss arising from these acts or omissions;
- j) arising from default of a loan or credit offered by or to the **Company**;
- k) arising from or as a result of the voluntary giving of money, negotiable instruments, bearer bonds or coupons, stamps, bank or currency notes unless as a result of a dishonest, fraudulent, criminal or malicious acts or omission of an **Insured Person**;
- l) arising from or as a result of any kidnap, ransom or extortion;
- m) arising from or as a result of the distribution or accessing of any confidential information including but not limited to customer information, trade secrets, computer information, patents or trade marks.

Pollution Defence Costs The **Insurer** will pay **Defence Costs** or **Inquiry Representation Costs** for any **Claim** brought against an **Insured Person** for a **Claim** arising directly or indirectly from the actual or alleged dispersal, discharge, release or escape of **Pollutants**. The Exclusion - Pollution does not apply to this Extension

Pre Acquisition Liability The **Insurer** will indemnify an **Insured Person** of any **Subsidiary** specified in the **Schedule** for any **Wrongful Act** that occurred prior to the acquisition of that **Subsidiary** by the **Company**.

Exclusions

This **Policy** does not provide any indemnity for **Loss**, in respect of any **Claim**:

Asbestos & Pollution a) directly or indirectly arising out of, resulting from or in consequence of or in any way involving asbestos, or any materials containing asbestos, in whatever form or quantity; or

b) arising from, attributable to or in any way connected with the actual, alleged or threatened dispersal, release or escape of **Pollutants** into or upon real or personal property, the atmosphere, any water course or body of water, including but not limited to any enforcement action or proceeding in connection with the containment, clean up, removal, treatment or monitoring of such **Pollutants**, or seepage, pollution or contamination however it occurs.

Bodily Injury and Property Damage arising from, attributable to or in any way connected with bodily injury, sickness, disease or death of any person (but not emotional distress or mental anguish); or destruction of or damage to tangible property including loss of use of the tangible property.

Breach of Professional Duty arising from attributable to or in any way connected with:

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

Capital Raising and Prospectus Liability arising from attributable to or in any way connected with any offer for the raising of capital by debt or equity, including but not limited to the initial public offering of securities of the **Company**.

Computers and Technology

- a) for property damage to **Electronic Data** or caused by or arising directly or indirectly out of the total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of **Electronic Data** or any error in creating, amending, entering, deleting or using **Electronic Data** or total or partial inability or failure to receive, send, access or use **Electronic Data** for any time at all or any consequential loss resulting from this;
- b) caused by or arising directly or indirectly out of or in connection with the use of an intranet or the Internet (including but not limited to the World Wide Web and electronic mail systems) by the **Insured** or on the **Insured's** behalf; or
- c) caused by or arising directly or indirectly out of or in connection with computer hardware or software that does not meet Year 2000 Conformity, within the meaning of that term in Miscellaneous Paper SAA/SNZ MP77: 1998 "A Definition of Year 2000" published by Standards Australia and as amended or substituted from time to time.

Contractual Liability

arising from, attributable to or in any way connected with any duty, obligation or liability assumed by the **Insured** by contract, warranty, guarantee or indemnity, unless the duty, obligation or liability would have existed if the **Insured** had not assumed it. This Exclusion does not apply to a **Claim** for **Employment Practices Liability**.

Dishonesty and

Improper Advantage

arising from, attributable to or in any way connected with:

- a) any dishonest, fraudulent, criminal or malicious act or omission of the **Insured** or other person or party employed by the **Insured**; or
- b) any **Insured Person** having received any personal gain or advantage or remuneration to which that **Insured Person** was not legally entitled; or
- c) any **Insured Person** benefiting from securities transactions as a result of information that was not generally available to other sellers or purchasers of those securities.

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

Employment Practices Liability

The following additional exclusions apply to the cover under the **Employment Practices Liability** extension. The Insurer will not indemnify the **Insured** for **Loss** in respect of any **Employment Practices Liability Claim**:

- a) arising directly or indirectly from failure or allegations of failure to comply with procedural or notification requirements upon termination of employment because of redundancy; or
- b) arising directly or indirectly from failure or allegations of failure to comply with workers' compensation or occupational health and safety laws however this does not apply to the Extension Occupational Health and Safety; or
- c) relating to contracts alleged to be harsh, unfair, unconscionable or contrary to public interest; or
- d) relating to the costs of changing premises or equipment or work practices; or
- e) arising directly or indirectly from failure or allegations of failure to comply with the express terms of any workplace agreement which is lodged with an industrial tribunal, terms of legislation or terms of an award; or
- f) arising directly or indirectly from a breach of an implied or express term of a contract of employment requiring the **Insured** to treat an **Employee** in good faith, fairly, with trust and confidence; or
- g) arising directly or indirectly out of any strike, lock out, picket, go slow, work to rule or any other industrial action.

Fines Penalties and Taxes	for any exemplary, aggravated, punitive or liquidated damages, fines, penalties, tax or duty.
Geographical Limits and Jurisdiction	arising from, attributable to or in any way connected with any act, error or omission occurring in the United States of America or Canada or any of their territories or protectorates or brought in a court within the Commonwealth of Australia or of New Zealand to enforce a judgment handed down in a court outside the Commonwealth of Australia or of New Zealand.
Insolvency and Financial Impairment	any Claim arising out of the Insolvency of the Insured or inability of the Insured to pay debts as and when they fall due, regardless of whether the Insured was Insolvent or not at the time of the acts giving rise to a Claim . For the purpose of this exclusion, 'debts' includes but is not limited to the payments of entitlements on behalf of and to Employees .
Insured vs Insured	made, brought or maintained by or on behalf of any other person or entity who is an Insured except for: a) a Claim resulting from Employment Practices Liability ; or b) Defence Costs ; or c) a shareholder derivative action brought or maintained on behalf of the Company without the solicitation, co-operation or assistance of any Insured Person and provided the shareholder was not an Insured Person at the time the Wrongful Act occurred; or d) any Claim brought or maintained by a liquidator, receiver or administrative receiver derivatively on behalf of the Company without the solicitation, co-operation or assistance of any Insured Person ; or e) any Claim brought or maintained by an Insured for contribution or indemnity if the Claim is directly resulting from another Claim covered by this Policy ; or f) a Claim by the Company pursuant to Section 50 of the Australian Securities and Investments Commission Act 2001 (Cth).
Major Shareholder Actions	brought by any shareholder having direct or indirect control of fifteen per cent (15%) or more of the Company.
Nuclear Risks, War and Terrorism	directly or indirectly arising from, attributable to or in any way connected with: a) ionising radiation or contamination by radioactivity from any nuclear fuel, weapon, medical isotope, waste or other material whether occurring naturally or otherwise, or by the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof. b) war, invasion, acts of foreign enemies or hostilities (whether war be declared or not), civil or military uprising, or usurped power, insurrection, revolution, rebellion, or confiscation or requisition or nationalisation or destruction of or damage to property by or under the order of any local government or public or local authority. c) any: <ul style="list-style-type: none"> i. act of terrorism; or ii. action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism, regardless of any other cause or event contributing concurrently or in any other sequence. <p>An act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:</p>

- i. involves violence against one or more persons; or
- ii. involves damage to property; or
- iii. endangers life other than that of the person committing the action; or
- iv. creates a risk to health or safety of the public or a section of the public; or
- v. is designed to interfere with or to disrupt an electronic system.

Prior Circumstances and Claims arising from, attributable to or in any way connected with any:

- a) facts, circumstances or occurrences noted on the **Proposal** for the current **Period of Insurance** or on any previous proposal to any insurer or of which notice had been given to any insurer under any previous policy, however expressed; or
- b) facts, circumstances or occurrences of which the **Insured** was aware prior to the commencement of the **Period of Insurance** and which the **Insured** knew (or ought reasonably to have realised) may give rise to a **Claim**; or
- c) **Claim** first made against the **Insured** prior to the start of the **Period of Insurance**.

Definitions

The meaning of some of the important words used in this **Policy** are shown here.

Claim	Any <ul style="list-style-type: none"> a) written complaint containing a demand for compensation or damages alleging a Wrongful Act or Employment Practices Liability or Superannuation Trustees Liability; or b) a civil proceeding brought by a third party for recovery of compensation or damages in relation to a Wrongful Act or Superannuation Trustees Liability; or c) any criminal charge brought against an Insured Person alleging a Wrongful Act; or d) in relation to the Inquiry Expenses Extension, a notice commenced by the filing of a notice of charge, formal investigation order or notice requiring an Insured Person to attend an inquiry or other proceedings ordered by an official body or institution.
Company	Means the organisation named as the Policyholder in the Schedule and any Subsidiary .
Defence Costs	Reasonable legal costs and other expenses incurred by or on behalf of the Insured (with the written consent of the Insurer) or by the Insurer in the investigation, defence and/or settlement of a Claim .
Electronic Data	Facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronics and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for such equipment.
Employee	Any person employed under a contract of service by the Insured but does not include a director, principal, partner, consultant, contractor, subcontractor, secondee or agent of the Insured or their respective employees (including the employees of labour hire agencies).
Employment Practices Liability	Any liability arising from any act, error or omission in connection with the recruitment, employment or termination of an Employee or applicant for a position as Employee of the Company including but not limited to:

- a) sexual or workplace discrimination or harassment;
- b) wrongful dismissal or failure to promote;
- c) invasion of privacy or defamation; or
- d) misleading conduct or advertising in relation to the terms and conditions of employment.

For the purpose of this definition **Employee** includes principals, partners, voluntary workers, contractors and temporary workers.

Excess	The amount(s) shown in the Schedule against 'Excess', which is inclusive of Defence Costs .
Inquiry Representation Expenses	Necessary and reasonable legal costs and expenses incurred by the Insured with the Insurer's consent arising out of any notice requiring the Insured Person's attendance at an inquiry or proceeding before an official body or institution. Inquiry Representation Expenses does not include regular or overtime wages, salaries, fees of Insured Persons or benefits from the Company .
Insolvent/ Insolvency	the state of being a body corporate or entity: <ul style="list-style-type: none"> a) that is unable to pay its debts as and when they fall due; or b) in respect of which an application for winding up has been made; or c) in respect of which a Liquidator, Provisional Liquidator, Receiver, Receiver and Manager, or Official Manager has been appointed (whether or not by a Court); or d) in respect of which an administrator has been appointed or that is under administration; or e) that has executed a Deed of Company Arrangement that has not yet terminated; or f) that has entered into a compromise or arrangement with another person.
Insured	The Company and any Insured Person .
Insured Person	<ul style="list-style-type: none"> a) Any natural person who is a past, present or future director, secretary, principal, partner, executive officer or Employee of the Company. b) Any natural person who is deemed by relevant legislation to be a director, secretary, principal, partner, executive officer or Employee of the Company. <p>Insured Person does not include a liquidator, external auditor, receiver, receiver and manager, official manager, administrator, trustee or person administering a compromise or scheme of arrangement of the Company or any employee of such person; or any company, entity or other body corporate or trustee, directors, officers, or employees of superannuation or pension organisations.</p>
Insurer	Calliden Insurance Limited (ABN 47 004 125 268, AFSL No. 234438).
Joint Venture	An unincorporated enterprise that the Company carries on jointly with some other party or parties.
Limit of Indemnity	The amount shown in the Schedule against 'Limit of Indemnity' which is the total liability of the Insurer for all Claims in the Period of Insurance .
Loss	Amounts payable in respect of a Claim including damages, Defence Costs , settlements and interest. Loss does not include penalties, fines or exemplary, punitive or aggravated damages.
Not for Profit Organisation	Any entity, body, company, club, association, committee or other enterprise that is exempt from payment of income tax under State or Federal law but does not include a Subsidiary .

Outside Directorship	The position of director, officer, trustee or secretary held by an Insured Person in a Not for Profit Organisation or Outside Entity with the consent and at the request of the Company .
Outside Entity	Any entity, body, company, club, association, committee or other enterprise that is not a Subsidiary .
Penalties	Monetary sums an Insured Person is ordered by a court or tribunal to pay to any Regulatory Authority but not: or a) any amounts payable as compensation; or b) any tax, rates, duty, fees, levies, charges or other revenue; or c) any damages, including any exemplary or punitive damages; or d) any consequential economic loss; or e) any Defence Costs and associated expenses; or f) any penalty arising from any offence under Sections 182, 183, 601FD, 601FE or 601JD of the Corporations Law or as they may be re-enacted or amended; or g) any compliance, remedial, reparation or restitution costs; or h) any penalty arising from gross negligence or recklessness; or i) any penalty resulting from any wilful, intentional, dishonest or deliberate breach or failure to comply with any legal demand, direction, proceeding or notice issued under any act or regulation enacted by the federal or a state parliament within the Commonwealth of Australia; or j) any penalty arising from circumstances where the Insured Person knew or ought reasonably have known prior to the Period of Insurance that the behaviour leading to the order of the penalty was wrong; or k) any penalty attributable to the period after which the Insured Person knew or ought reasonably to have known that the behaviour was wrong; or l) any penalty for breach of consumer protection legislation.
Period of Insurance	The period shown in the Schedule against 'Period of Insurance' unless the Policy is cancelled earlier.
Policy	This Policy document, its Schedule and the endorsements, if any, noted in the Schedule or granted by the Insurer after the start of the Policy , and the information given to the Insurer on behalf of the Insured in the Proposal .
Pollutant	Any: a) solid, liquid, gaseous or thermal irritant or contaminant, including without limitation smoke, vapour, soot, fumes, acids, alkalis and chemicals; and b) waste materials, including materials to be recycled, reconditioned or reclaimed; and c) other air emission, odour, waste water, oil, oil products, infectious or medical waste or any noise emissions.
Proposal	The written proposal form and all supplementary information and material provided by or on behalf of the Insured .
Regulatory Authority	A person or entity appointed, constituted or acting under a delegated authority pursuant to any Act or regulation enacted by the federal or a state parliament within the Commonwealth of Australia and relating to events taking place within the Commonwealth of Australia.
Retroactive Date	The date shown in the Schedule against 'Retroactive Date'.
Schedule	The Schedule which attaches to and forms part of this Policy .
Senior Counsel	A barrister in active practice who is entitled to use the post nominals QC or SC in any superior court in the Commonwealth of Australia.

Subsidiary	Any entity: a) which is deemed to be a subsidiary of the Company at the start of the Period of Insurance by Australian law provided the accounts of any Subsidiary are incorporated into the accounts of the Company in accordance with the relevant accounting standard; or b) in which the Company controls more than 50% of the issued share capital or has more than one half of the maximum voting rights for any vote at a general meeting of the body corporate or entity.
Superannuation Trustees Liability	Any liability from a Claim in relation to any act, error or omission in connection with an Insured acting as a trustee for the superannuation or pension fund provided for the benefit of Employees which is specified in the Schedule .
Wrongful Act	Any actual or alleged wrongful act or omission committed by: a) an Insured Person in his or her capacity as an Insured Person in the course of his or her duties to the Company ; or b) the Company .

Claims Conditions

Claims Reporting	The Insured must give the Insurer immediate notice in writing of any Claim within the Period of Insurance to The Claims Manager, Calliden Insurance Limited, PO Box 2717, Taren Point NSW 2229.
Claims Co-operation and Mitigation	<p>The Insured must not make any offer or payment or admit liability for or settle any Claim or incur any costs or expenses or assume any liability in connection with a Claim without the written consent of the Insurer. The Insured must not forego, waive, exclude or limit any rights of recovery. The Insured must at its own cost, take all reasonably practicable steps to avoid or minimise any liability.</p> <p>The Insurer will not be liable for any settlement or other liability assumed, or costs and expenses incurred by the Insured without the written consent of the Insurer.</p> <p>The Insured at its own expense, will immediately provide to the Insurer any assistance and information the Insurer reasonably requires to allow the Insurer to determine whether or not the Insured is entitled to indemnity under this Policy, and to enable the Insurer to investigate and defend any Claim.</p>
Conduct of Defence	<p>The Insurer will be entitled at any time to take over and conduct the investigation, defence and/or settlement of any Claim in the name of the Insured.</p> <p>Any amounts incurred by the Insurer or the Insured with the written consent of the Insurer in the conduct of the defence of the Claim will be part of Defence Costs .</p> <p>If the conduct of the defence of a Claim is assumed by the Insurer, or the Insured is permitted by the Insurer to expend costs and expenses in the defence of the Claim, without prejudice to the question of indemnity until sufficient facts and information are available to make a decision on the question of indemnity, this does not indicate an Insured is entitled to indemnity under the Policy or waive or prejudice the Insurer's rights under the Policy.</p>
Discharge of Liability	If the Insurer is of the opinion that the amount required to resolve any Claim may exceed the available Limit of Indemnity , the Insurer is entitled to discharge its liability by electing to pay (or agreeing to pay upon settlement of the Claim) the available Limit of Indemnity to the Insured

or on the **Insured's** behalf (including the **Defence Costs** incurred up to the time it makes this election). If the **Insurer** is conducting the defence of the **Claim** at the time it makes this election, the **Insurer** will stop conducting the defence. The **Insurer** will have no further liability for **Defence Costs** after written notice of the election has been given to the **Insured**. If the **Insured** disagrees with a **Claim** settlement recommended by the **Insurer**, the **Insured** may elect to contest a **Claim**. However, the liability of the **Insurer** in respect of the **Claim** will not exceed the amount for which the **Claim** could have been settled including the **Defence Costs** incurred up to the date of this election, less the **Excess**.

Senior Counsel

If a dispute arises between the **Insurer** and **Insured** as to whether or not to contest any legal proceedings, the **Insurer** and the **Insured** will not be required to contest these legal proceedings unless a **Senior Counsel** advises that these proceedings should be contested. The **Senior Counsel** appointed to advise will be agreed upon by the **Insurer** and the **Insured** but if they can not agree, will be appointed by the President of the Law Society or equivalent body in the State where the **Claim** is being heard or defended. **Senior Counsel** will advise having regard to the economics of the matter, the damages and costs which are likely to be recovered against the **Insured** and the likely **Defence Costs** that will be incurred in defending the **Claim**. The costs of **Senior Counsel** giving this advice will be part of **Defence Costs**.

Representation Issues

The lawyers instructed by the **Insurer** to act on the **Insured's** behalf can disclose to the **Insurer** any information they receive in that capacity. By claiming under this **Policy** the **Insured** authorises these lawyers to disclose this information to the **Insurer** and waives any claims for legal professional or client privilege against the **Insurer**.

If there is a dispute between the **Insured** and the **Insurer**, the lawyers appointed by the **Insurer** to conduct the defence of the **Claim** will also continue to advise the **Insurer** on all issues, including but not limited to the right of the **Insured** to indemnity under the **Policy**. It is agreed that this will not prevent those lawyers from acting on the defence of the **Claim** on the instructions of the **Insurer**.

If any actual or potential conflict arises between the interests of the **Insured** and the **Insurer**, the lawyers appointed by the **Insurer** to investigate and defend the **Claim** may stop acting on behalf of the **Insured** and continue to advise the **Insurer** in any dispute about the entitlement of the **Insured** to indemnity under the **Policy**.

All communications between the **Insurer** and the lawyers appointed by the **Insurer** to investigate, defend or settle a **Claim** are privileged as between the **Insurer** and the lawyers and that the **Insured** is not entitled to demand, access or obtain these communications or information about their contents.

Loss Allocation

If a **Claim**:

- a) includes matters covered and matters not covered by this **Policy**; or
- b) is made against a person or organisation other than an **Insured**;

the **Insurer** will determine a fair and proper allocation of the proportion of the **Loss** covered by the **Policy** having regard to the comparative legal and financial responsibility for the **Loss**.

If the allocation of the **Loss** can not be agreed then a **Senior Counsel** will make a final and binding determination as to the allocation of the **Loss**. The **Senior Counsel** appointed to advise will be mutually agreed upon by the **Insurer** and the **Insured** but if they can not agree will be appointed by the President of the Law Society or equivalent body in the State where the **Claim** is being heard or defended. The costs of **Senior Counsel** making this determination will be **Defence Costs**.

Other Insurance If for any **Claim** or **Defence Costs** there is any other insurance or indemnity which may provide indemnity to the **Insured** or a right of contribution by the **Insurer**, the **Insured** will notify the **Insurer** and provide full details of that other insurance or indemnity and any further information the **Insurer** may reasonably require.

General Conditions

Excess The **Insurer's** liability under this **Policy** will apply only to that part of the amount, up to the available **Limit of Indemnity**, required to dispose of a **Claim**, which exceeds the **Excess**. The **Excess** will be paid by the **Insured** and will be uninsured. The **Excess** is inclusive of **Defence Costs**.

The **Excess** applies to each **Claim** covered by this **Policy**. However, where more than one **Claim** arises from or is attributable to the same act, error or omission or a series of related acts, errors or omissions, only one **Excess** is payable under the **Policy**.

Cancellation The **Insured** can cancel this **Policy** by giving written notice to the **Insurer** at any time. This **Policy** may be cancelled by the **Insurer** in accordance with the Insurance Contracts Act 1984 (Cth).

If the **Insured** cancels the **Policy**, a pro-rata refund of premium for the unexpired portion of the **Period of Insurance** will be allowed, less 15% and any non-refundable taxes.

Governing Law This **Policy** is governed by the laws of Australia and the State or Territory where the **Policy** was issued. The courts of the place where the **Policy** was issued will have jurisdiction in any dispute in relation to this **Policy**.

Validity This **Policy** is not valid unless its **Schedule** is attached and has been signed by an authorised officer or agent of the **Insurer**.

GST Basis of Settlement The amount that the **Insurer** is liable to pay under this **Policy** will be reduced by the amount of any input tax credit that the **Insured** is or may be entitled to claim for the supply of goods or services covered by that payment.

If the **Insured** is entitled to an input tax credit for the premium, the **Insured** must inform the **Insurer** of the extent of that entitlement when the **Insured** makes a **Claim** under this **Policy**. The **Insurer** will not indemnify the **Insured** for any GST liability, fines or penalties arising from or due to the **Insured's** failure to notify the **Insurer** of the **Insured's** entitlement (or correct entitlement) to an input tax credit on the premium.

If the **Insured** is liable to pay an **Excess** under this **Policy**, the amount payable will be calculated after deduction of any input tax credit that the **Insured** is or may be entitled to claim on payment of the **Excess**.

Interpretation The paragraph headings are for convenience and do not form part of this **Policy** for the purposes of interpretation of this **Policy** except where they are used for identifying the insuring clauses, exclusions or conditions being referred to. Words and expressions in the singular include the plural and vice versa.

Words (except headings) in bold lettering have a special meaning and are defined in the **Policy**. Words that are not specifically defined in this **Policy** have their normal meaning.

Notices

Privacy

Calliden respects your privacy and operates at all times in accordance with its privacy policy. This privacy notification provides a summary of how Calliden treats your privacy, and it is recommended that you read the policy in conjunction with this notice.

Calliden collects personal information to assess your request for insurance, to administer your policy, provide other insurance services as requested by you, and also to notify you about other Calliden services or promotions from time to time. At the time of collecting your information we will inform you of the purpose for the collection and the consequences if you choose not to provide the information.

In order to provide its insurance services Calliden may need to share your information with third parties including your agent or broker and Calliden's reinsurers and claims providers (for a full list see Calliden's privacy policy).

In accordance with Calliden's privacy policy you may obtain access at any time to information that Calliden or its service providers hold on you. If you would like to contact Calliden about privacy, or would like to obtain a copy of the privacy policy you may do so through one of the following means:

- obtain the privacy policy online at www.calliden.com.au
- by phone 02 9551 1111
- by email to privacy@calliden.com.au
- by letter to Privacy Officer, PO Box 348, Milsons Point NSW 1565.

General Insurance Code of Practice

Calliden is a signatory to the General Insurance Code of Practice (Code). The Code aims to raise standards of service between insurers and their customers. Calliden's service standards are in accordance with the Code.

For any information about the Code, including a copy of the Code, contact us or the Financial Ombudsman Service on 1300 78 08 08 or visit www.codeofpractice.com.au

Dispute Resolution Process

How You Can Resolve A Complaint You Have With Us

If you would like to make a complaint, we will do everything we can to try to resolve it as quickly and fairly as possible. The following paragraphs provide details on how you can lodge your complaint and how Calliden will try to resolve it.

You may contact us at any time if you are dissatisfied with any matter relating to your insurance with Calliden, including:

- our decision on your claim;
- our handling of your claim;
- the service of our representatives, assessors, loss adjusters or investigators; and
- your insurance policy.

Contact Us

- If you have a complaint regarding your claim, please contact your claims consultant.
- If you have a complaint regarding your insurance policy, please contact us on 02 9551 1111 and we will try to resolve your complaint straight away.
- You can write to us at:
 - > Fax: 02 9551 1155
 - > Address: PO Box 348, Milsons Point NSW 1565

How We Resolve Complaints

- We will address all complaints, except where specific circumstances apply, in accordance with Calliden's Complaints Handling Process. This process is compliant with the Insurance Council of Australia's Code of Practice. Both the Code of Practice and our Complaints Brochure, which contains a guide to our process, are available upon request.
- We will handle all complaints without cost to you.
- A complaints consultant will be assigned to the management of your complaint and will acknowledge your complaint within 2 business days of receipt. If further information is required to consider the complaint, it will be requested at this time.
- The complaints consultant will aim to resolve your complaint within a further 13 business days. In certain circumstances a longer period may be required, and we will request a later response date.
- The outcome of the complaint will be advised to you in writing, stating our reasons and any corrective action that will be undertaken.

If Your Complaint Is Still Unresolved

If we cannot resolve your complaint within 15 business days or you are not happy with our response to your complaint, you can seek an external review via our external dispute resolution scheme, administered by the Financial Ombudsman Service (FOS).

This national scheme is for consumers, free of charge and is aimed at resolving disputes between insured's and their insurance companies.

For more information call 1300 78 08 08 or visit www.fos.org.au

If the FOS is unable to address your complaint then Calliden may be able to provide you with details of an alternative external dispute resolution service.

powered by
calliden

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