

# ACE Insurance limited

ABN 23 001 642 020

## ACE Professional indemnity insurance

for

*CPA Australia Members providing Pro-bono or Voluntary  
Accounting Services in the community*



**ACE**  
ABN 23 001 642 020  
AFSL 239 687

# Schedule

In consideration of the Premium being paid by the Insured to ACE and in reliance upon the written statements and declaration contained in the Proposal which shall be deemed to be the basis of this Policy, ACE agrees to indemnify

- a. The Firm** Members of CPA Australia who perform Pro-bono or Voluntary Accounting Services in the community only.
- b. The Firm's Business** Pro-bono or Voluntary Accounting Services in the community only.
- c. Period of Insurance** The Period of Insurance is from 4.00pm on 1st August 2010 to 4.00 pm on 31st December 2011 Australian Eastern Standard Time.
- d. Each Claim Limit** \$250,000 any one Claim and in the aggregate for any one CPA Australia member
- e. Aggregate Limit** \$20,000,000 in the aggregate for all Claims for all CPA Australia members.
- f. Excess** \$1,000 each and every Claim, inclusive of Defence Costs.  
\$10,000 each and every Claim, inclusive of Defence Costs for matters falling under the jurisdiction of the courts in the United States of America or Canada or territories which come within the jurisdiction of the United States of America or Canada
- g. Retroactive Date** 31 January 1993
- h. Premium** As Agreed
- i. Policy Number** 02PI014623
- j. Effective Endorsements** Nil

Signed by  on the  day of

ACE Insurance Limited

# Professional Indemnity Insurance policy wording

## 1 Insuring clauses

### 1.1 Civil Liability

ACE will indemnify the Insured against Loss arising from any Claim in respect of civil liability for breach of a duty owed in a professional capacity first made against an Insured during the Period of Insurance.

### 1.2 Defamation

ACE will also indemnify the Insured against Loss arising from any Claim in respect of civil liability for libel or slander first made against an Insured during the Period of Insurance.

## 2 Limits and excess

### 2.1 Each Claim Limit

The limit of ACE's liability for any Loss including Defence Costs is the sum insured specified in the Schedule as the each claim limit.

### 2.2 Aggregate Limit

The limit of ACE's liability in the aggregate for all Losses including Defence Costs is the sum insured specified in the Schedule as the aggregate limit.

### 2.3 Excess

The Insured will bear the first amount of each and every Loss including Defence Costs up to the amount specified in the Schedule as the excess.

### 2.4 Claim – Separate or Related Loss

For the purpose of determining whether there is separate or related Loss:

- a. All Claims against the Insured and all loss of, damage to or destruction of Documents arising from the one act or omission or series of causally related acts or omissions will be treated as one Loss;
- b. All Claims against the Insured and all loss of, damage to or destruction of Documents arising from the one matter or project will be regarded as one Loss;
- c. All Claims and all loss of, damage to or destruction of Documents arising from the dishonesty or fraud of any one person or any two or more people acting in collusion will be regarded as one Loss; and
- d. Otherwise, each Claim or loss of, damage to or destruction of Documents will be regarded as a separate Loss.

## 3 Exclusions

### 3.1 General

ACE will not be liable under the Policy to make any payment for Loss directly or indirectly caused by, arising out of or in any way connected with:

### 3.2 Fraud or Dishonesty

any Insured: -

- a. committing; or
- b. permitting (whether knowingly or recklessly): -
  - iii. the making of a representation (including but not limited to, a representation by way of a certificate, acknowledgment or other document) which was known at the time it was made to be false;
  - iv. any infidelity or any fraudulent, dishonest, criminal, wilful or malicious act, error or omission.

The Firm will retain (to the extent permitted by law) any property, remuneration or benefit belonging to that Insured and will deal with it as ACE requires.

### 3.3 Death or Bodily Injury

the death or bodily injury, sickness or disease of any person other than mental anguish arising directly from the conduct of the Firm's Business.

### 3.4 Property Damage

any damage to or destruction or physical loss of property.

### 3.5 Trading Debts

any trading or personal debt of any Insured or any Relative or Related Entity.

### 3.6 Prior Matters

any Claim -

- a. first made prior to the Period of Insurance; or
- b. directly or indirectly based upon, or attributable to, or in consequence of, any incident, occurrence, fact or matter known to the Insured prior to the Period of Insurance and which the Insured knew, or ought reasonably to have known, had the potential to give rise to a Claim under this Policy; or
- c. directly or indirectly based upon, or attributable to, or in consequence of any circumstance or occurrence which has been notified under any other insurance attaching prior to the inception date of this Policy.

### **3.7 Contractual Undertaking**

a warranty, guarantee, indemnity or other contractual undertaking or obligation to the extent that -

- a. it extends a duty of any Insured beyond exercising the standard of care and skill reasonably to be expected in the circumstances; or
- b. it increases the Loss for which any Insured is liable beyond the amount that would have been payable in the absence of such warranty, guarantee, indemnity or other contractual undertaking or obligation.

### **3.8 Rights of Recovery**

an Insured having foregone, excluded or limited a right of recovery.

### **3.9 Insured versus Insured**

any Claim brought or maintained by or on behalf of any other Insured.

### **3.10 Related Entity/ Relative**

any Claim brought or maintained by or on behalf of any person who or entity which was when the incident, fact or matter which gave rise to the Claim occurred, a Related Entity or Relative.

### **3.11 War and Terrorism**

- a. war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition or destruction of property by or under the order of any government or public authority; or
- b. death, injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by or resulting from or in connection with any:
  - i. Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
  - ii. Action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

### **3.12 Insured's charges**

any Claim to refund, account for or pay damages calculated by reference to, any fee or expense charged or incurred by any Insured.

### **3.13 Directors and officers liability**

any breach by an Insured of a duty owed in the capacity of a director, secretary or officer of a body corporate.

### **3.14 Fines and Penalties.**

any civil or criminal penalty, fine or any punitive, aggravated, multiple or exemplary or like damages, incurred or ordered to be paid by any Insured. However, this exclusion shall not apply to that part of any Loss being a civil fine or penalty payable by the party making a Claim against the Insured provided such civil fine or penalty arises from the Insured's breach of professional duty in the course of conducting the Firm's Business

### **3.15 Retroactive Date**

any act or omission by the Insured or some other person which occurred prior to any Retroactive Date specified in the Schedule.

### **3.16 Pollution**

- a. the actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of Pollutants into or upon the land, atmosphere or any watercourse or body of water; or
- b. the cost of preventing, monitoring, removing, containing, treating, detoxifying, neutralising, nullifying or cleaning up of Pollutants; or
- c. any radioactive, toxic, contaminating, explosive or other hazardous properties of any nuclear or atomic operation, installation, reactor, assembly, component, device, weapon, material, fuel or waste from the combustion of nuclear fuel; or
- d. asbestos in whatever form or quantity.

### **3.17 Genetically Modified Organisms**

any living organism in which the genetic material has been altered through gene technology by man.

### **3.18 Product Liability**

any defect or deficiency in goods manufactured, distributed or supplied by the Firm (including such goods not being fit for the purpose for which they were originally intended) and the recalling or withdrawing of such goods from sale.

### **3.19 Money**

theft, misuse or physical loss, damage or destruction of money, negotiable instruments, bearer bonds or coupons, stamps, bank or currency notes or precious metals belonging to the Insured.

### **3.20 Insolvency**

the insolvency, bankruptcy or liquidation of an Insured

### 3.21 Real Property

the ownership or occupation of real property by an Insured.

### 3.22 Prospectus

the issue by an Insured of any prospectus.

### 3.23 Previous Business

any business of which a Principal of the Firm was a director, company secretary, partner or sole practitioner before joining the Firm unless covered by Optional Extension 7.2.

### 3.24 Maintenance of Insurance

the effecting of or failure to effect, the maintenance of or failure to maintain, insurance.

### 3.25 Workers Compensation Insurance

an event covered by the Firm's statutory worker's compensation insurance.

### 3.26 Tax & Managed Investments Schemes

any scheme, arrangement or transaction which the Australian Taxation Office declared to be in breach of Part IVA (or its equivalent) of the Income Tax Assessment Act 1936 (Cth) (or its equivalent); however, this Exclusion shall not operate to exclude any civil liability committed or alleged to have been committed by the Insured prior to such declaration.

### 3.27 Superannuation Fund

any financial failure, liquidation, insolvency or similar occurrence of any superannuation fund.

### 3.28 Financial and/or Investment Advice

any –

- a. financial projection in relation to any financial product or investment or advice thereto, provided by or relied upon by the Insured;
- b. depreciation or failure to appreciate in value of any investment including but not limited to securities, commodities, currencies and all forms of derivative products; or
- c. actual or alleged representation, guarantee or warranty provided by or on behalf of the Insured as to the performance of any investment,
- d. (d) in respect of any financial product or investment including but not limited to securities, commodities, currencies and all forms of derivative products.

## 4 General conditions

### 4.1 Notice of Claims

As soon as practicable, the Insured must give ACE notice in writing of any Claim first made against any Insured during the Period of Insurance.

The Insured must give notices under this clause to ACE –

C/- The Claims Manager  
ACE Insurance Limited  
28-34 O'Connell Street  
SYDNEY NSW 2000 Australia

### 4.2 Co-operation and Assistance

Each Insured must, at their own expense, give ACE and any investigators or legal representatives appointed by ACE all information they reasonably require, and full co-operation and assistance in the conduct of the investigation (including for the purpose of enabling ACE to determine its liability to indemnify the Insured under this Policy), defence, settlement, avoidance or reduction of any actual or possible Claim or any proceedings.

### 4.3 Disclosure of Information

Legal representatives appointed by ACE to act on an Insured's behalf shall be entitled to disclose to ACE any information obtained while so acting and each Insured agrees to waive any claim for legal professional privilege to the extent that the privilege would otherwise prevent such legal representatives from disclosing information to ACE.

### 4.4 Reasonable Steps and Precautions

If a Principal becomes aware of an actual or possible Claim against any Insured, each Insured must thereafter take all reasonable steps and precautions, at the Insured's own expense, to avoid or minimise any liability or costs and expenses arising from that actual or possible Claim.

### 4.5 Conduct of proceedings

ACE may at its option take over and conduct in the name of any Insured any proceedings arising out of or relating to any Claim in respect of which ACE is, or may be, liable to indemnify any Insured.

### 4.6 Incurrence of Defence Costs

An Insured must not incur any Defence Costs without the prior written consent of ACE. ACE is not liable to indemnify any Insured for any Defence Costs unless ACE provides its prior written consent.

#### **4.7 No Admission of Liability**

An Insured must not settle or make any admission, offer, payment or otherwise assume any contractual obligation in relation to any Claim in respect of which ACE is, or may be, liable to indemnify any Insured without the prior written consent of ACE. ACE is not liable to indemnify any Insured for any settlement, admission, offer, payment or assumed obligation unless ACE provides its prior written consent.

#### **4.8 Consent to Settlement**

ACE will not settle any Claim without the prior consent of the Firm (which must not be unreasonably withheld). ACE reserves the right to rely on the ostensible authority of any Principal of the Firm to give such consent on behalf of the Firm, unless ACE is otherwise advised in writing.

#### **4.9 Dispute as to Settlement**

In the event of a dispute between ACE and the Firm as to whether a Claim should be settled, ACE shall be entitled to brief a barrister (to be mutually agreed or, in default of agreement, to be selected by the then President of the Law Society) to advise on whether or not the Claim should be contested. In providing such advice, the barrister shall be entitled to take into account both legal and commercial considerations. If the barrister's advice is that the Claim should be settled, ACE shall be entitled to settle the Claim on such terms as the barrister has advised. The barrister's fees will in each case be payable by the party against whose contention the barrister has advised.

#### **4.10 ACE's Liability where no Consent to Settlement**

If the Firm does not accept a recommendation for settlement by ACE and ACE does not utilise the procedure set out in clause 4.9 of this Policy, ACE's liability will be limited to the amount for which the Claim could have been settled plus costs and expenses incurred in accordance with the Policy up to the date upon which the recommendation was made.

#### **4.11 Subrogation**

If any payment is made by ACE in respect of a Claim under this Policy, ACE will be subrogated to all rights of indemnity, contribution or recovery of the Insured in relation to that payment. No Insured may surrender any right, or settle any claim for indemnity, contribution or recovery, without the prior written consent of ACE.

#### **4.12 Alteration to Risk**

The Insured must give ACE written notice as soon as is reasonably practicable after becoming aware of any actual or proposed material alteration affecting ACE's risk under this Policy including any material change in the nature of the professional services provided by the Firm (including any proposal for the Firm's Business to cease with or merge with, or be taken over or acquired by, another entity) or any act of insolvency or bankruptcy of any Insured.

#### **4.13 Cancellation**

This Policy may only be cancelled by ACE. ACE may only cancel this Policy by written notice given to the Insured and in accordance with the requirements of law.

#### **4.14 Governing Law**

This Policy is governed by, and interpreted in accordance with, the laws of the Commonwealth of Australia and the State or Territory of the office of ACE from which the Policy was issued. Disputes relating to interpretation of this Policy must be submitted to the exclusive jurisdiction of the Courts of that State or Territory.

## **5 Definitions and interpretation**

### **5.1 General**

In this Policy, unless the context otherwise requires -

- a. the singular includes the plural and vice versa;
- b. the male gender includes the female and vice versa;
- c. headings are merely descriptive and not to aid interpretation; and
- d. words used in this Policy have the meanings set out in this section and in the Schedule.

### **5.2 'ACE'**

ACE means ACE Insurance Limited ABN 23 001 642 020

### **5.3 'Act of Terrorism'**

Act of Terrorism means an act, including but not limited to, the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation or government, which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including with the intention to influence any government and/or put the public, or any section of the public, in fear.

### **5.4 'Approved Product and/or Financial Investment'**

Approved Product and/or Financial Investment means a product and/or financial investment which is currently approved by a financial institution licensed and registered with the Australian Securities & Investment Commission and APRA and in respect of which the Insured holds a current authority and is an Authorised Representative as defined in the Corporations Act 2001 (as amended from time to time).

## 5.5 'Claim'

A Claim is a demand for, or an assertion of a right to, civil compensation or civil damages arising out of the Firm's Business or an intimation of an intention to seek such compensation or damages.

## 5.6 'Defence Costs'

Defence Costs are legal costs and disbursements and related expenses reasonably incurred in -

- a. defending any proceedings;
- b. conducting any proceedings for contribution or recovery; or
- c. investigating, avoiding, reducing or settling any Claim:

incurred by -

- i. the Insured with the written consent of ACE after reporting the Claim to ACE; or
- ii. ACE after it has assumed conduct of any such proceedings.

Defence Costs do not include any internal or overhead expenses of the Firm or the cost of any Insured's time.

## 5.7 'Documents'

Documents mean any document, computer tape, disc or other magnetic or electronic media in the Insured's physical custody or control in connection with the Firm's Business, but excludes:

- a. any bearer bond, coupon, stamp, bank note, currency note or negotiable instrument;
- b. any document, computer tape, disc or other magnetic or electronic media owned by the Insured or any Relative or Related Entity.

## 5.8 'Employee'

Employee means each person employed in the Firm's Business and includes each former employee and each person who becomes an employee during the Period of Insurance.

## 5.9 'Firm'

The Firm:

- a. means the person, partnership or body corporate specified in the Schedule. Where two or more entities are specified, the Firm means each of them, unless the context otherwise requires; and
- b. includes any subsidiary of any body corporate specified in the Schedule which subsidiary is acquired or created during the Period of Insurance, provided that, unless ACE otherwise agrees in writing, the Retroactive Date for such subsidiary is the date of acquisition or creation.

## 5.10 'Firm's Business'

The Firm's Business means the business specified in the Schedule.

## 5.11 'Insured'

The Insured is -

- a. the Firm;
- b. each Principal;
- c. each Employee; and
- d. the estate or legal personal representative of each deceased or legally incapacitated Principal or Employee.

## 5.12 'Interest'

Interest means any share, shareholding, entitlement or other financial interest, other than a shareholding of less than 10% of the issued share capital of a company publicly listed on an Australian stock exchange.

## 5.13 'Law Society'

Law Society means the representative body of the legal profession of the State or Territory of the office of ACE from which this Policy was issued.

## 5.14 'Loss'

Loss means the aggregate of all amounts payable by the Insured or ACE as civil compensation or civil damages in respect of a Claim, including judgments, settlements, legal costs and expenses awarded against an Insured and payments for Defence Costs.

## 5.15 'Loss of Documents'

Loss of Documents means the cost of replacing or restoring any Document which has been lost (and cannot be found after diligent search), damaged or destroyed except where that loss, damage or destruction relates to any computer tape, disk or other magnetic or electronic media or any data or programme contained in or on it and occurs-

- a. as a result of exposure to any electronic or magnetic field, atmospheric conditions, heat or cold; or
- b. when in use by, or when mounted in, any computer or electronic device unless the loss or damage results from its malfunction.

## 5.16 'Period of Insurance'

The Period of Insurance means the period specified in the Schedule.

### 5.17 'Policy'

Policy means the Policy Wording, the Schedule, any endorsement and, unless the context otherwise requires, incorporates the proposal or declaration for this insurance.

### 5.18 'Policy Wording'

Policy Wording means this document.

### 5.19 'Pollutants'

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant including but not limited to smoke, vapours, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

### 5.20 'Premium'

Premium means the amount specified in the Schedule as the premium.

### 5.21 'Previous Business'

Previous Business means, any previous business of a Principal, being of a similar nature to the Firm's Business and which at the time the Principal ceased being a principal of such business had no more than five (5) principals.

### 5.22 'Principal'

Principal means, where the Firm is or was -

- a. a body corporate - each director and the company secretary of that body corporate and each Employee with the right to participate in any distribution of the profits of that body corporate;
- b. a partnership - each partner of that firm and each person held out as a partner; and
- c. a sole practitioner - that practitioner;

and includes each former principal and each person who becomes a principal during the Period of Insurance.

### 5.23 'Pro-bono or Voluntary Accounting Services'

Pro-bono and Voluntary Accounting Services means all accounting services provided as a CPA Australia member to the community for which no fees, gifts, gratuities or honorariums are received where such services are only provided by an individual member in their own right, and not in the name of an employer or a public practice.

Pro-bono and Voluntary Accounting Services do not include the following activities or services related to those activities:

- a. auditing of any public listed company;
- b. receivership, insolvency and/or reconstruction services for any company;
- c. business valuations of any company;

- d. financial planning or dealing in securities;
- e. professional services in connection with the merger and/or acquisition of any publicly listed company.
- f. any work undertaken on behalf of a public listed company.
- g. any work undertaken outside of Australia unless the CPA Australia member performing the work has the equivalent qualifications in the applicable country.

### 5.24 'Related Entity'

Related Entity means each firm, company, trust or other entity in which any Related Interest is held.

### 5.25 'Related Interest'

Related Interest means any Interest beneficially held (whether directly or indirectly through any firm, company, trust or other entity) by or on behalf of any one or more of:

- a. the Firm;
- b. (each Principal;
- c. each Relative.

### 5.26 'Relative'

Relative means each spouse, defacto spouse, parent or child of each Principal, or each parent or child of a Principal's spouse or defacto spouse.

### 5.27 'Retroactive Date'

Subject to clause 5.9(b) of this Policy, Retroactive Date means the date specified in the Schedule.

### 5.28 'Schedule'

Schedule means the schedule ACE issues to the Firm with this Policy Wording or any subsequent or amended version of that schedule.

## 6 Automatic extensions

### 6.1 General

Each of the following extensions applies automatically. Each of the Extensions is subject to the terms and conditions of this Policy unless the context expressly otherwise requires.

### 6.2 Loss of Documents

ACE will also indemnify the Insured against Loss of Documents, if the loss of, damage to or destruction of the Documents -

- a. as first discovered by the Insured during the Period of Insurance; and
- b. was first reported to ACE during the Period of Insurance or within thirty (30) days thereafter.

For the purposes of this Extension only:

- i. the definition of Loss is amended throughout the Policy to mean Loss of Documents;
- ii. A sub-limit of A\$500,000 will apply unless the limits of liability shown in Items (d) and (e) of the Schedule is less than A\$500,000 in which case, the limit shown in those Items will apply. This sub-limit forms part of and is not in addition to the limits of liability referred to in Clauses 2.1 and 2.2 of this Policy; and
- iii. Exclusion 3.4 does not apply.

### 6.3 Consultants, Contractors, Subcontractors and Agents

ACE will also indemnify the Insured against Loss arising from any Claim in respect of civil liability for breach of a duty owed in a professional capacity committed by any consultant, contractor, subcontractor or agent of the Insured for whose breach the Insured is legally liable, provided such Claim is first made against an Insured during the Period of Insurance.

This Extension does not make any such consultant, contractor, subcontractor or agent of an Insured.

### 6.4 Joint Venture Liability

ACE will also indemnify the Insured against Loss arising from any Claim in respect of civil liability for breach of a duty owed as a participant in a joint venture in connection with the Firm's Business (except Claims made by other joint venture participants), provided such Claim is first made against an Insured during the Period of Insurance.

This Extension does not make any other joint venture participant an Insured.

### 6.5 Fraud & Dishonesty

ACE will also indemnify the Insured against Loss arising from any Claim which would otherwise be excluded by reason of Exclusion 3.2 (Fraud & Dishonesty) provided always that such coverage shall not be provided to any Insured:

- a. committing; or
- b. permitting (whether knowingly or recklessly): -
  - i. the making of a representation (including but not limited to, a representation by way of a certificate, acknowledgment or other document) which was known at the time it was made to be false;
  - ii. any infidelity or any fraudulent, dishonest, criminal, wilful or malicious act, error or omission.

It is a condition of cover under this Extension that the Firm will retain (to the extent permitted by law) any property, remuneration or benefit belonging to that Insured and will deal with it as ACE requires.

### 6.6 Fidelity

Notwithstanding anything to the contrary in this Policy including Exclusion 3.22 (Money), ACE will also indemnify the Firm against Direct Financial Loss which is Discovered during the Period of Insurance, and which the Insured has sustained in consequence of a dishonest or fraudulent act or omission of an Employee committed during the course of the Firm's Business, subject to the following:

- i. "Direct Financial Loss" means the direct financial loss of money, negotiable instruments, bearer bonds or coupons, stamps, bank or currency notes:
  - a. belonging to the Insured; or
  - b. for which the Insured is responsible.
- ii. "Discovered" means the time at which the Insured becomes aware of facts which a reasonable person would assume to be a loss covered by this Extension. Conduct of or facts known to and knowledge possessed by one Insured will be imputed to all Insured's.
- iii. CE will not be liable under the Policy for any loss otherwise covered by this Extension, sustained:
  - a. after the loss is Discovered; or
  - b. in consequence of any act or omission occurring after the loss is Discovered;
- iv. Coverage will not be provided under this Policy for any Insured committing or permitting the dishonest or fraudulent act or omission;
- v. The Insured must give ACE notice in writing within the Period of Insurance and within 14 days of the loss being Discovered;
- vi. The Firm will retain (to the extent permitted by law) any property, remuneration or benefit belonging to that Insured and will deal with it as ACE requires;
- vii. ACE's maximum aggregate liability for all Loss arising from Claims under this Automatic Extension 6.6 is limited to \$250,000. A sub-limit of \$250,000 for each Claim also applies. This sub-limit forms part of and is not in addition to the limits of liability referred to in Clauses 2.1 and 2.2 of the Policy; and
- viii. The Insured will bear the first amount of each and every Direct Financial Loss including Defence Costs up to the amount of \$5,000.

## 6.7 Intellectual Property Infringement

ACE will also indemnify the Insured against Loss arising from any Claim in respect of civil liability for unintentional breach of any intellectual property right (including copyright, trademark, registered design, plagiarism, breach of confidentiality, disclosure of confidential information or otherwise) except patent in connection with the Firm's Business, provided such Claim is first made against an Insured during the Period of Insurance.

For the purposes of this Extension only, a sub-limit of AUD\$500,000 for each Claim and in the aggregate applies. This sub-limit forms part of and is not in addition to the limits of liability referred to in Clauses 2.1 and 2.2 of the Policy.

## 6.8 Financial Industry Complaints Service Scheme (FICSS)

ACE will also indemnify the Insured against Loss arising from any Claim in respect of a liability to meet any award made under the Financial Industry Complaints Service Scheme, first made against an Insured during the Period of Insurance.

For the purposes of this extension only:

- i. "Loss" means the aggregate of all amounts payable by the Insured pursuant to an award of the Financial Industry Complaints Scheme, including costs awarded against an Insured; and
- ii. a sub-limit of AUD\$100,000 for each Claim and in the aggregate applies. This sub-limit forms part of and is not in addition to the limits of liability referred to in Clauses 2.1 and 2.2 of the Policy.

## 7.3 Financial Planning

ACE will also indemnify the Insured against Loss arising from any Claim which would otherwise be excluded by reason of Exclusion 3.28 (Financial and / or Investment Advice), subject to all other terms and conditions of this Policy, provided that:

- a. Exclusion 3.28 does not apply.
- b. ACE will not be liable under this Extension to make any payment for Loss directly or indirectly caused by, arising out of or in any way connected with:
  - i. any product and/or financial investment unless it is an Approved Product and/or Financial Investment;
  - ii. failure to disclose to clients any commissions, fees and/or other benefits received in connection with making a recommendation; or
  - iii. the depreciation or failure to appreciate in value of any investment (including securities, commodities, currencies, options and futures transactions, properties) or
  - iv. any representation, guarantee or warranty provided by, for or on behalf of the Insured as to the performance of any such investments.
- v. Clauses 7.3(b)(iii) & (iv) shall not apply to any Claim arising from any act, error or omission by the Insured in failing to effect a specific investment transaction in accordance with the prior written instructions of the client of the Insured.

# 7 Optional extensions

## 7.1 General

Each of the following Extensions applies if and only if it is shown to be included in the Schedule. Each of the Extensions is subject to the terms and conditions of this Policy unless the context otherwise requires.

## 7.2 Principals Previous Business

Notwithstanding Exclusion 3.23 (Previous Business), ACE will also indemnify any Principal against Loss arising from any Claim in respect of civil liability for breach of a duty owed in a professional capacity in connection with any Previous Business, provided that such Claim is first made against the Principal during the Period of Insurance.

## Privacy Statement

ACE Insurance Limited (ACE) is committed to protecting your privacy. ACE collects, uses and retains your personal information in accordance with the National Privacy Principles. Our detailed privacy policy is available on our website at **[www.aceinsurance.com.au](http://www.aceinsurance.com.au)**.

ACE collects your personal information (which may include health information) when you are applying for, changing or renewing an insurance policy with us or when we are processing a claim. We collect the information to assess your application for insurance, to provide you or your organisation with competitive insurance products and services and administer them and to handle any claim that may be made under a policy. If you do not provide us with this information, we may not be able to provide you or your organisation with insurance or to respond to any claim.

We may disclose the information we collect to third parties, including contractors and contracted service providers engaged by us to deliver our services or carry out certain business activities on our behalf (such as assessors and call centres), other companies in the ACE group, other insurers, our reinsurers, and government agencies (where we are required to by law). These third parties may be located outside Australia.

You agree to us using and disclosing your personal information as set out above. This consent remains valid unless you alter or revoke it by giving written notice to our Privacy Officer.

From time to time, we may use your personal information to send you offer or information regarding our products that may be of interest to you. If you do not wish to receive such information, please contact our Privacy Officer using the contact details provided below.

If you would like to access a copy of your personal information, or to correct or update your personal information, please contact our customer relations team on 1800 815 675 or email **[customer.relations@acegroup.com](mailto:customer.relations@acegroup.com)**.

If you have a complaint or want more information about how ACE is managing your personal information, please contact the Privacy Officer, ACE Insurance Limited, GPO Box 4907, Sydney NSW 2001, Tel: +61 2 9335 3200 or email **[privacy.aus@acegroup.com](mailto:privacy.aus@acegroup.com)**.