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SETTLEMENT AGENTS ACT 1981

DEPARTMENT OF COMMERCE AND COMMISSIONER FOR CONSUMER PROTECTION

PROFESSIONAL INDEMNITY—CERTIFICATE OF INSURANCE

PROFESSIONAL INDEMNITY AND FIDELITY INSURANCE SCHEDULE

Certificate No.:	
Master Policy Number:	LPS010028296
Insured:	
Address:	
Profession:	Settlement Agent
Master Policy Form:	Settlement Agents Professional Indemnity Master Policy 0911
Period of Cover:	1 November 2012 to 31 October 2013 (both days inclusive)
Limit of Indemnity:	Section 1 \$x,000,000 each and every claim Section 2 \$500,000 each and every claim
Deductible:	Section 1 \$ 5,000 each claim where acting for one party Section 1 \$10,000 each claim where acting for more than one party Section 2 \$10,000 each claim relating to Fidelity insurance
Retroactive Date:	Unlimited, excluding known claims and circumstances
<i>We acknowledge premium is paid</i>	
Insurer:	AAI Limited trading as Vero Insurance Ltd
ABN:	48 005 297 807
Address:	Level 2, 66 St Georges Terrace, PERTH WA 6000
Address for Claim Notifications	Vero Claims: Email: lodgeclaim@vero.com.au Fax: 1300 066 150 Address: Vero Claims, GPO Box 349, Sydney NSW 2001

In Witness whereof this Schedule has been signed on behalf of the Insurer by—

DAVID PIACENTINO,
Jardine Lloyd Thompson Pty Ltd.

Jardine Lloyd Thompson Pty Ltd ABN 69 009 098 854 arranges the insurance and AAI Limited trading as Vero Insurance Ltd issues the insurance.

**Settlement Agents Compulsory Professional Indemnity and
Fidelity Insurance Renewal 2012/2013**

Your Professional Indemnity Policy is due for renewal on the 31st October 2012.

To assist us in securing your renewal terms for the ensuing twelve months, we enclose a proposal form for your completion. Please return the completed and signed proposal form to our office together with any relevant information which may assist us in giving the insurer a better understanding of your business activities. Please note that all changes you make on the proposal form will be effective from the renewal of your policy, unless you advise us otherwise.

Under the *Settlement Agents Act 1981*, a Triennial Certificate ceases to have effect if there is no insurance in place. We must notify The Department of Commerce on the 1st November 2012 of any Settlement Agent who does not have current insurance in place. To ensure continued cover, you must fully complete the proposal form and return to us no later than the 14th September 2012. An invoice will then be sent and payment of the premium will need to be made to Jardine Lloyd Thompson prior to 25th October 2012 or within the credit terms stipulated on our Tax Invoice supplied.

We draw your attention to the "claims made" nature of the policy and the fact that once the cover has lapsed, no coverage is afforded under the terms of the Policy.

You should thoroughly review your business activities within the current policy period for any circumstances which may give rise to a claim. Failure to notify underwriters may prejudice coverage for the current period as well as any future coverage. The attached notes relating to "Your Duty of Disclosure" on the accompanying proposal form should also be read in conjunction with the proposal.

Please contact us if you would like assistance in completing the proposal form. We would be happy to answer your queries and assist you with any other insurance requirements.

Yours sincerely,

DAVID PIACENTINO, Manager.

IMPORTANT INFORMATION

Your Duty of Disclosure

Before you enter into a contract of general insurance with an insurer, you have a duty under the *Insurance Contracts Act 1984*, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms. The same duty arises on renewal, extension, reinstatement or variation of the policy. The disclosure required is especially important in matters relating to the physical risk, past claims, cancellation of insurance covers, the imposition of increased premiums, insolvency or criminal convictions. Disclosure is not limited to specific questions in a proposal or matters applying to the insured named in the policy but includes other relevant matters including past business or businesses or private insurances. If you breach the duty, even innocently, the insurer may be able to reduce its liability in respect of a claim or may cancel the contract. If the non-disclosure is fraudulent the insurer may also have the option of avoiding the policy from inception.

Hold Harmless Agreements, Contracting Out, Removal of Subrogation Rights

You may prejudice your rights to a claim if, without prior agreement from your insurer, you make any agreement that could prevent the insurer from recovering the loss from a third party. These "hold harmless" clauses are often found in leases, licences and contracts for maintenance, supply, construction and repair.

Insuring the Interest of Other Parties

If you require the interest of another party to be covered by the policy, you **MUST** request this. Most policies will exclude indemnity to other parties (e.g. mortgagees, lessors, principals etc.) unless their interest is expressly noted on the policy.

Change of Risk or Circumstances

Please tell us about any changes to your circumstances or business, such as location changes, new or changed business activities, as they could affect your insurances.

The Average Clause—Under Insurance

Home buildings and contents, fire, business interruption and industrial special risks policies often contain an average clause. This means that you should insure for full value which may be replacement, indemnity or market value depending on the type of insurance cover arranged. If you are under insured your claim may be reduced in proportion to the amount of under-insurance.

Service Difficulties

We would like to know if you are not satisfied with our services. If you have any difficulties please contact your account manager or our Complaints Manager, Jardine Lloyd Thompson Pty Ltd (JLT) subscribe to the Insurance Brokers Dispute Facility, which is a free consumer service, and the General Insurance Broker's Code of Practice. Additional information is available from your local JLT office.

Refund Premiums

In the event of any refund premium being allowed for the cancellation or adjustment of this insurance policy, JLT reserves the right to retain all brokerage, fees and charges.

Confirmation of Transaction

You may contact us by telephone or in writing to confirm any transaction under your policy, such as renewals and endorsements. If necessary, we will obtain the information for you from the insurer.

Collection Statement under *Privacy Act 1988*

In accordance with the *Privacy Act 1988* (and subsequent amendments), we, JLT (and our subsidiaries and related entities) draw your attention to the following—

- (a) We may collect personal information about you in connection with our services.
- (b) We collect the information principally for the purpose of approaching the (re)insurance market, placing insurance, assessing and advising you on your insurance needs, claims handling or risk management (depending on your requirements). Other purposes include providing you with information about other JLT products or services. If you are proposing for or renewing insurance, the information is required pursuant to your duty of disclosure under the *Insurance Contracts Act 1984*, the *Marine Insurance Act 1909* or at common law.
- (c) The information we collect may be disclosed to third parties including but not limited to (re)insurers, insurance intermediaries, service providers, finance providers, advisers, agents and JLT related Group companies.
- (d) By providing the information requested you agree to us collecting, using and disclosing your personal information as outlined in this Collection Statement.
- (e) If you do not provide all or part of the information requested, we may be unable to provide the required services and you may prejudice your insurance cover.
- (f) You have the right to request access to, and correct, any personal information that we hold about you, subject to the provisions of the *Privacy Act 1988*.

- (g) To assist us in maintaining correct records we ask you to inform us of any changes in your personal information provided, as they occur.
- (h) If you provide us with personal information about other individuals, you must ensure that those persons have been made aware of the above matters. Where the information collected relates to health, criminal record or other sensitive information as defined in the *Privacy Act 1988*, you must obtain any necessary consents from the person concerned.
- (i) Our Privacy Policy can be made available on request or can be accessed on our website (www.jlta.com.au).

For further information contact your account executive or the JLT Privacy Officer—

Jardine Lloyd Thompson Pty Ltd,
66 Clarence Street, SYDNEY NSW 2000
Telephone: (02) 9290 8000

Claims Made Policy

This proposal is for a “claims made” policy of insurance. This means that the policy covers you for claims made against you and notified to the insurer during the period of cover. This policy does not provide cover in relation to—

- (a) events that occurred prior to the retroactive date of the policy (if such a date is specified);
- (b) claims made after the expiry of the period of cover even though the event giving rise to the claim may have occurred during the period of cover;
- (c) claims notified or arising out of facts or circumstances notified (or which ought reasonably to have been notified) under any previous policy;
- (d) claims made, threatened or intimated against you prior to the commencement of the period of cover;
- (e) facts or circumstances which you first became aware prior to the period of cover, and which you knew or ought reasonably to have known had the potential to give rise to a claim under this policy;
- (f) claims arising out of circumstances noted on the proposal form for the current period of cover or on any previous proposal form.

However, where you give notice in writing to the insurer of any facts that might give rise to a claim against you as soon as reasonably practicable after you become aware of those facts but before the expiry of the period of cover, the policy will, subject to the terms and conditions, cover you notwithstanding that a claim is only made after the expiry of the period of cover.

IF THERE IS ANY PART OF THE ABOVE THAT YOU DO NOT UNDERSTAND OR YOU REQUIRE FURTHER EXPLANATION, PLEASE CONTACT US IMMEDIATELY.

**PROFESSIONAL INDEMNITY INSURANCE SETTLEMENT AGENTS
PROPOSAL FORM**

You will need to refer to the enclosed Important Information when completing this proposal form. You can lodge your completed proposal by either facsimile, email or mail as per the details shown above.

1. Name of Insured:

Trading Name:

Are you registered for GST? YES NO

If Yes, please advise your Australian Business Number (ABN) and percentage for Input Tax Credits (ITC)

ABN: ITC: %

Address:

PO Box:

Telephone Number: Fax Number:

Mobile Number: Website: Email Address:

2. Name of Licensee:

Contact Person

3. Total Number of Employees:

Full Time Part Time Total

4. Total value of the properties settled and processed by you during the period 1 July 2011-30 June 2012. If in business less than 12 months, estimate the total value of transactions for 12 months based on your turnover to date

	Value of Properties	Number
Real Estate Transactions		
Business Transactions		
Number of transactions where you acted for both parties		
Gross Fees / Income for Period 1 July 2011-30 June 2012		

5. Limit of Indemnity (Please tick the relevant box indicating the limit of cover required):\$2,000,000 \$5,000,000 Higher Limit \$

Note: The minimum limit for Professional Indemnity is \$2,000,000 each and every claim.
Fidelity limit is \$500,000 each and every claim

6. Claims / Circumstances:

- | | | |
|--|-----|----|
| (a) Have any claims ever been made against you, your predecessors in business or any of the present or past partners or directors during the past six years? | YES | NO |
| (b) Are you aware, after inquiry, of any circumstance which may result in any claims against you, your predecessors in business or any of the present or past partners or directors? | YES | NO |
| (c) Has any Insurer ever declined, cancelled or imposed special conditions in relation to Liability insurance? | YES | NO |
| (d) Have you ever sustained any loss through the fraud or dishonesty of any employee, or are you aware of any fraudulent or dishonest act, at any time, of any present or former employee? | YES | NO |

If you have answered "Yes" to questions 6. (a), (b), (c) or (d) please provide full particulars on the attached claims addendum. Please note that a response of "known to company" is not acceptable.

7. Fidelity Questionnaire:

- | | | |
|---|-----|----|
| (a) Please state largest estimated amount (in cash or cheques or otherwise) held by any one employee at any one time | \$ | |
| (b) Are cash and negotiable instruments subject to control by a partner, principal, director or at least two employees? | YES | NO |
| (c) Do you apply the principle of separation of duties, as much as practicable in order to minimise the incidence of fraud and dishonesty by employees? | YES | NO |
| (d) Are cheques signed / co-signed by a partner, principal, director or by at least two employees? | YES | NO |
| (e) Do you always require and obtain satisfactory references and make enquiries on such references before engaging employees? | YES | NO |
| (f) How often are entries in your cash book checked for accuracy and how is this done? | | |

If you have answered "No" to questions (b) to (e) (This is not required if you are a sole trader) please supply the relevant details on a separate sheet and indicate what extra precautions you take to minimise the chance of fraud or dishonesty by an employee.

1. I/We acknowledge that I/We have read the Notice to the Proposed Insured and instructions to the Applicant included with this form, and I/We understand those notices. I/We acknowledge that if the proposal is accepted, the insurance cover will be subject to the terms and conditions as set out in the policy wording.
2. I/We declare that the information contained in this proposal form is true and correct and that I/We have not suppressed nor mis-stated any facts.

Full Name of Insured: (please print)

ABN:

**Signed: Partner, Principal or Director:
(circle capacity)**

Date:

Note: This proposal form can only be actioned once all questions have been answered and the above declaration has been signed and dated. If the proposal form is incomplete, the form will be returned to you with no cover effected.

Please return this completed proposal form (including Claims Addendum if applicable) to—

Kathleen Sutherland, Account Broker
Jardine Lloyd Thompson Pty Ltd
PO Box 464, Winston Hills NSW 2153
Tel: (02) 8824 1600 Fax: (02) 8824 1690
Email: kathleen.sutherland@jlta.com.au

SETTLEMENT AGENTS PROFESSIONAL INDEMNITY INSURANCE CLAIMS ADDENDUM

Instructions to the Proposer

If you have answered Yes to any part of question 6 of the proposal form, please provide the following details on each matter. Attach a separate sheet if insufficient space provided.

Matter 1

Year Matter Notified:	
Claimant details:	
Details of the matter:	
Amount Paid or estimated by Insurer:	
Is the matter finalised?	
Name of insurer managing the matter:	

What action has been taken to prevent a recurrence of the situation which gave rise to each claim or loss?

Matter 2

Year Matter Notified:	
Claimant details:	
Details of the matter:	
Amount Paid or estimated by Insurer:	
Is the matter finalised?	
Name of insurer managing the matter:	

What action has been taken to prevent a recurrence of the situation which gave rise to each claim or loss?

I/We confirm that the information provided above is true and correct.

Name of Insured: (please print)

ABN:

**Signed: Partner, Principal or Director:
(circle capacity)**

Date:

Please return this completed claims addendum (including your completed Proposal Form) to—

Kathleen Sutherland, Account Broker
Jardine Lloyd Thompson Pty Ltd
PO Box 464, Winston Hills NSW 2153
Tel: (02) 8824 1600 Fax: (02) 8824 1690
Email: kathleen.sutherland@jlta.com.au

CERTIFICATE WORDING

Whereas the Department of Commerce (hereinafter called "the Department") and the Commissioner for Consumer Protection (hereinafter called "the Commissioner") have agreed to the Insurer, on behalf of all Licensees from time to time required by the Act to be insured and on behalf and for the benefit of Former Licensees, providing insurance in accordance with the Terms, Conditions and Exclusions contained herein.

And Whereas the Licensees (hereinafter called "the Insured") named in the Certificate of Insurance have paid to the Insurer the premium stated in the Certificate of Insurance to effect insurance with the Insurer.

The Insurer agrees—

SECTION 1—PROFESSIONAL INDEMNITY

To indemnify the Insured against all sums which the Insured shall become legally liable to pay for any Claim or Claims first made against the Insured and notified to the Insurer during the Period of Insurance by reason of any act, error or omission committed or allegedly committed by or on behalf of the Insured in the conduct of the Insured's Business.

In addition, to pay the costs and expenses incurred with the written consent of the Insurer in the defence, settlement or investigation of any such Claim.

Limit of Liability

The liability of the Insurer shall not exceed in the aggregate in respect of each Claim (including claimant's costs), the Limit of Liability stated in Memorandum 7 and in addition all costs and expenses incurred with the consent of the Insurer in the defence or settlement of any such Claim, provided that, if a payment in excess of the said Limit of Liability is made to dispose of any such Claim, the Insurer's liability for any such costs and expenses so incurred shall be limited to such proportion thereof as the said Limit of Liability bears to the amount of the payment so made.

SECTION 2—FIDELITY

To indemnify the Insured in respect of any pecuniary loss including loss of bearer bonds, coupons, bank notes, currency notes, negotiable instruments or stamps sustained by them and first discovered by the Insured during the Period of Insurance by reason of any dishonest, fraudulent, malicious or illegal act or omission of the Insured in the conduct of the Insured's Business.

Provided always that no indemnity shall be afforded to any person committing or condoning such act or omission, and the Insured shall take all reasonable steps requested by the Insurer to recover the loss and shall permit the Insurer, if it so requests, to take such recovery action in the name of the Insured and in that event the Insured shall assist and co-operate with the Insurer and shall provide the Insurer with such information (including signed statements) as the Insurer may reasonably require.

Limit of Liability

The liability of the Insurer shall not exceed in the aggregate in respect of any one loss the Limit of Liability stated in Memorandum 7.

For the purpose of the calculation of the Limit of Liability all loss sustained as a result of one act, cause or event or a series of related acts, causes or events will be deemed to be one loss regardless of when during the Period of Insurance or prior thereto such acts or events occurred.

In addition the Insurer will also pay reasonable investigation expenses incurred by the Insured with the Insurer's written consent, solely to investigate and substantiate the amount of pecuniary loss sustained under Section 2, provided that, if the amount of pecuniary loss exceeds the Limit of Liability stated in Memorandum 7, the Insurer's liability for such investigation expenses shall be limited to such proportion thereof as the said Limit of Liability bears to the amount of the pecuniary loss.

DEDUCTIBLE

Provided further that in respect of each Claim under Section 1 or each loss under Section 2 there shall be deducted from the amount of such Claim or loss, as finally determined, the amount of the Deductible stated in Memorandum 8 and the liability of the Insurer shall be limited to the amount, if any, in excess of such Deductible but not exceeding the Limit of Liability stated in Memorandum 7.

EXCLUSIONS APPLICABLE TO SECTION 2

The Insurer shall not be liable under Section 2 of this Policy in respect of or in relation to any person acting alone or in collusion with others—

1. for more than the Limit of Liability stated in Memorandum 7 notwithstanding that such dishonest, fraudulent malicious or illegal act or acts were committed by such person during more than one Period of Insurance;
2. for any loss, or to that part of any loss, as the case may be, the proof of which either as to its factual existence or as to its amount, is deducted from an inventory computation or a profit and loss computation; provided, however, that this Exclusion shall not apply to loss of money or other property which the Insured can prove, through evidence wholly apart from such computations, was sustained by the Insured through any dishonest, fraudulent, malicious or illegal act or acts committed by any one or more of such persons;

3. for any loss arising from any fraudulent, dishonest, malicious or illegal act or acts committed by such person after the Insured shall have knowledge or information of such act of dishonesty, fraud, malice or illegal act on the part of such person;
4. for any loss arising from the complete or partial non-payment of, or default upon any loan, extension of credit or transaction in the nature of, or amounting to, a loan, obtained from or made by the Insured or by any of the employees whether authorised or unauthorised unless such loss results from dishonesty, fraud, malice or illegal act on the part of any of the employees.

GENERAL EXCLUSIONS

1. The Insurer shall not be liable in respect of any Claim, costs and expenses or loss directly or indirectly occasioned by or—
 - (a) happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of damage to property by or under the order of any government of public or local authority; or
 - (b) caused by or arising from or in consequence of or contributed to by nuclear weapons materials, or arising from or in consequence of or contributed to by ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Combustion shall include any self sustaining process of nuclear fission;
2. The Insurer shall not be liable in respect of any Claim, costs and expenses or loss arising out of or in respect to any liability incurred in connection with a Business conducted wholly outside the State of Western Australia or in respect of an act or omission occurring outside the State of Western Australia in connection with a Business conducted principally outside the State of Western Australia.
3. The Insurer shall not be liable in respect of any Claim, circumstance, occurrence or loss which has been notified under any other insurance attaching prior to the Commencement Date of the Certificate of Insurance.
4. The Insurer shall not be liable against any Claim, costs and expenses or loss in respect of liability imposed upon the Insured pursuant to any contract if such liability would not have been imposed upon the Insured in the absence of any such contract, or for fines, penalties or exemplary damages of any description.
5. The Insurer shall not be liable in respect of any Claim, costs and expenses or loss—
 - (a) arising directly or indirectly from or in connection with any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence; or
 - (b) directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.
6. The Insurer shall not be liable in respect of any Claim, costs and expenses or loss directly or indirectly caused by or contributed to by or arising from the actual or alleged failure or inability of any Computer or Electronic Equipment, whether the property of the Insured or not, and whether occurring before, during or after the year 2000—
 - (a) to correctly or satisfactorily recognise any date as its true calendar date, or any period of time as its true period of time;
 - (b) to capture save or retain, or correctly or satisfactorily to manipulate interpret or process, any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date, or any period of time otherwise than as its true period of time; or
 - (c) to capture save or retain, or correctly or satisfactorily to process, any data as a result of the operation of any command which has been programmed into any Computer or Electronic Equipment being a command which causes the loss of data or the failure or inability to capture save or retain or correctly or satisfactorily to process such data on or after any date.

EXTENSIONS AUTOMATICALLY INCLUDED

Subject to the Limit of Liability stated in Memorandum 7 in respect of all Claims under this Policy the following extensions to Section 1 of this Policy are automatically included.

Each extension is subject to the terms, Deductible, and Limit of Liability stated in Memorandum 7.

The cover provided by each extension is limited to Claims notified to the Insurer during the Period of Insurance.

1. Libel and Slander

This Policy is extended to indemnify the Insured in respect of Claims first made against the Insured during the Period of Insurance for libel and slander by reason of words written or spoken by the Insured in the conduct of the Insured's Business.

2. Consumer Protection Legislation

This Policy is extended to indemnify the Insured in respect of Claims for damages or compensation first made against the Insured during the Period of Insurance resulting from breach of a statutory duty under the *Competition and Consumer Act 2010* (Cth), *Corporations Act 2001* (Cth), *National Consumer Credit Protection Act 2009* (Cth) or similar legislation enacted for the protection of consumers, within any Australian jurisdiction including any amendment, consolidation or re-enactment of such legislation, to the extent that such Claims are not otherwise excluded under this Policy.

3. Loss of Documents

If during the Period of Insurance the Insured shall first discover that any documents as defined by this clause the property of or entrusted to the Insured, which may be now or hereafter be, or be supposed or believed to be, in the custody of the Insured, or in the custody of any other person to or with whom such documents have been entrusted, lodged or deposited by the Insured in the ordinary course of the Business, have while within Australia been destroyed, damaged, lost or mislaid and after diligent search cannot be found, the Insurer shall indemnify the Insured against—

- (a) legal liability which may attach to the Insured on consequence of such documents having been so destroyed, damaged, lost or mislaid, and
- (b) costs and expenses of whatsoever nature incurred by the Insured in replacing or restoring such documents provided that such costs and expenses shall be supported by accounts approved by a competent person nominated by the Insurer.

Provided always that

- (c) no indemnity shall be afforded in respect of any loss brought about by wear and tear and other gradually operating clauses and
- (d) the expression “documents” shall in this clause mean deeds, wills, agreements, maps, plans, books, letters, forms and documents of any nature whatsoever including computer printouts but shall not mean or extend to any other form of computer records nor computer memory whether programmes or database or otherwise and however recorded nor shall it mean or extend to bearer bonds, coupons, bank notes, currency notes or negotiable instruments.

4. Fraud and Dishonesty of Employees

This Policy is extended to indemnify the Insured in respect of the legal liability of the Insured arising from any Claim first made against the Insured during the Period of Insurance by reason of any dishonest, fraudulent, malicious, or illegal act or omission of the Insured’s employees or a Locum in the conduct of the Insured’s Business.

Provided always that no indemnity shall be afforded to any person committing or condoning such act or omission, and the Insured shall take all reasonable steps requested by the Insurer to recover the loss and shall permit the Insurer, if it so requests, to itself take such recovery action in the name of the Insured and in that event the Insured shall assist and co-operate with the Insurer and shall provide the Insurer with such information (including signed statements) as the Insurer may reasonably require.

5. Extended Continuous Cover

Where the Insured—

- (a) first became aware of facts or circumstances giving rise or likely to give rise to a Claim prior to the Period of Insurance, and
- (b) had not notified the Insurer or any previous insurer of such facts or circumstances prior to the Period of Insurance,

then—

- (c) in the absence of fraudulent non-compliance with the Insured’s duty of disclosure or fraudulent misrepresentation by the Insured in respect of such facts or circumstances, and
- (d) provided the Insured has been continuously insured under a professional indemnity policy issued by the Insurer (or consecutively by the Insurer and the insurer on risk immediately before the Insurer first issued this Policy) between the time when the Insured first became aware of such facts or circumstances and the time during the Period of Insurance when the Insured first notified such facts or circumstances to the Insurer,

the Insurer will accept notification of any Claim arising from such facts or circumstances, during the Period of Insurance.

The indemnity provided will be in the terms of this Policy, save that the applicable Limit of Liability and Deductible will be as they were at the date when the Insured first became aware of the facts or circumstances (except that the applicable Limit of Liability will not exceed that of this Policy at the date when the facts or circumstances were first notified to the Insurer).

6. Intellectual Property

This Policy is extended to indemnify the Insured in respect of Claims for an 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 carrying on the Business.

DEFINITIONS

In this Policy—

1. “Act” means the *Settlement Agents Act 1981* as from time to time in force.
2. “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(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.
3. “Business” means the professional activities of a Settlement Agent as defined in the Act, under the name stated in the Certificate of Insurance or such other name notified to the Insurer from time to time.

4. "Licensee" has the same meaning as in the Act.
5. "Claim" shall mean any demand made by a third party upon the Insured for compensation, however conveyed, including a writ, statement of Claim, application or other legal or arbitral process.
6. "Insured" means the Licensee, Firm or the Related Business, Directors and any person who is or becomes or who has ever been an employee of the Insured, or a Locum.
7. "Commencement Date" means that date as of which the Certificate of Insurance becomes effective.
8. "Firm" means the person or persons carrying on the Business from time to time.
9. "Former Licensee" means any Licensee who has ceased to carry on business as a principal.
10. "Period of Insurance" means the period so specified in the Certificate of Insurance.
11. "Related Business" means any service, administrative or nominee company or other person entity or trust associated with or providing services to the Business and specified in the Certificate of Insurance or notified in writing to the Insurer and not being a Firm carrying on a business.
12. "Insurer" means the Insurance Company(ies) whose name(s) appear(s) in the Certificate of Insurance.
13. "Locum" means a person who, pursuant to the Department and the Commissioner's approval granted under regulation 14 of the Regulations, conducts the Insured's Business during the absence of the person in bona fide control of the Business.
14. "Regulations" means the *Settlement Agents Regulations 1982* as from time to time in force.
15. "Senior Counsel" means a barrister in active practice who is entitled to use the post-nominals Q.C. or S.C. in any one or more superior court in Australia.
16. "each Claim" shall mean all Claims arising the same act, error or omission.

INTERPRETATION

1. The terms "Insured", "Licensee", "Firm" and "Business" shall be read as if they were separately defined in each Insurance effected by the issue of a Certificate of Insurance and were defined by reference to the Firm referred to in the respective Certificate of Insurance.
2. Words importing any gender include every other gender.
3. This Master Policy and every Certificate of Insurance shall be governed by and construed according to the laws of the State of Western Australia.

MEMORANDA

1. Currency of Master Policy

This Master Policy commences on the 1st November 2012 and shall continue until midnight 31st October 2013 and may thereafter be renewed for such further periods and with such variations as may be agreed between the Insurer and the Department and the Commissioner.

2. Premium

The premium payable for the issue of a Certificate of Insurance to a Licensee for the Limit of Liability shall be as agreed between the Insurer and the Department and the Commissioner, but the Insurer reserves the right to vary the standard premium based upon prior Claims and circumstances as declared on the questionnaire.

3. Premium Payable by New Licensee

A Licensee which commences business other than at the commencement of a year of insurance under the Master Policy shall pay, in order to obtain insurance in respect of the business of that Licensee, a premium equal to the premium payable by a Licensee reduced pro rata for every whole month by which the Period of Insurance is less than twelve months, subject to a minimum premium of \$235.10 inclusive.

4. Issue of Certificates of Insurance

The Insurer through its intermediary, Jardine Lloyd Thompson Pty Ltd, will issue Certificates of Insurance annually in the form of the Schedule hereto on receipt of the premiums payable in accordance with Memorandum 2 above to Licensees who are required by the Act to be insured.

5. Effect of Certificate

Each Certificate when issued shall have effect as if it were a separate policy of insurance made between the Insurer and the Insured in the terms of the Certificate and of this Policy.

6. Insurance of Former Licensees

A Former Licensee who has at any time been insured under any Master Policy or whose successors in business have at any time been insured thereunder shall be entitled to be indemnified by the Insurer in respect of any Claim or Claims first made against him and notified to the Insurer during the Period of Insurance, as if a Certificate of Insurance had been issued to him hereunder and as if there were specified in such Certificate—

- (a) As the Period of Insurance, the period during which this Policy shall be in force; and
- (b) As the Limit of Liability, the sum of—

Section 1—The Limit of Liability applicable for each claim is the Limit of Liability that was in place at the time the Former Licensee ceased business

Section 2—\$250,000.

7. Limit of Liability

Section 1—The Limit of Liability for each Claim shall be as stated in the Schedule and shall be not less than \$2,000,000.

Section 2—The Limit of Liability for each loss shall be \$500,000.

8. Deductible

The Insurer shall not be liable to indemnify the Insured in respect of the first \$5,000 of each Claim or \$10,000 if the Claim derives from a matter where the agent acted for both parties and \$10,000 or \$20,000 with respect to matters arising in regard to Section 2 of this Policy, as detailed on the Certificate of Insurance.

Such Deductible is to be applied exclusive of costs and expenses.

9. Variation by Agreement

The Department and the Commissioner and the Insurer may by agreement vary any of the terms of this Policy other than the terms of Memoranda 2, 7 and 8 as above with respect to any Certificate of Insurance which is issued after the effective date of such variation. The effective date of variation shall be the date nominated in the agreement being a date not earlier than the date the agreement is made.

10. No Refusal of Cover

The Insurer may not refuse any cover pursuant to this Master Policy to any Licensee.

11. Cross Liability (Applicable to Section 2 only)

The word "Insured" shall be deemed to apply to each person comprising the Insured in the same manner as if a separate Policy had been issued to each of them and the act, error or omission of one shall not prejudice the right of any other to indemnity under this Insurance but the total liability of the Insurer in respect of all the individuals and entities comprising the Insured shall not exceed the Limit of Liability as stated in Memorandum 7 above.

12. Cancellation Clause

The Department and the Commissioner may cancel this Policy at any time in writing to the Insurer.

13. Upon receipt of such request, the Insurer will retain a short period premium calculated on its short term rates for the time it has been on risk and the Insured will receive a refund of any balance of the premium actually paid.

14. Licensee Ceasing to Conduct the Business

A Licensee shall not be entitled to any refund of premium by reason only that the Licensee ceases to conduct the Business during the currency of the Master Policy.

GENERAL CONDITIONS

1. No Admission or Settlement

The Insured shall not admit liability for or settle any Claim or incur any costs or expenses in connection therewith without the written consent of the Insurer. The Insurer shall be entitled at its own expense at any time to take over and conduct in the name of the Insured the defence or settlement of any Claim.

2. Notice of Claims

The Insured shall give notice to the Insurer in writing as soon as practicable of any Claim or loss under this Policy and the Insured shall—

- (a) within fourteen days from the date of such notice (unless the Insurer has in writing agreed to extend such period) deliver to the Insurer a detailed statement in writing of the Claims or loss sustained;
- (b) at all reasonable times permit the Insurer to inquire into, investigate and examine the circumstances of the alleged loss by the Insured, and the Claim in respect thereof, and the Insured shall, at his own expense upon being required so to do by the Insurer produce all books, vouchers, correspondence, documents, receipts and all other information in his possession or control relating to the alleged loss, and shall furnish copies of such of them and otherwise give all possible assistance as may be required by the Insurer so far as they relate to such Claim or may in any way enable the Insurer to ascertain the correctness thereof or the liability of the Insurer under this Policy.

3. Other Insurance

Upon giving any notification pursuant to General Condition 2, the Insured shall inform the Insurer as to any other insurance or indemnity pursuant to which the Insured is entitled to any benefit in respect of that Claim.

4. Fraud

If any Licensee shall submit any Claim or loss knowing the same to be false or fraudulent, as regards amount or otherwise, the insurance provided to such Licensee shall become void and all Claim thereunder shall be forfeited.

5. Recoveries

If the Insured shall sustain any loss covered by this Policy which exceeds the Limit of Liability stated in Memorandum 7, the Insured shall be entitled to all recoveries (except from suretyship, insurance, reinsurance, security or indemnity taken by or for the benefit of the Insurer) by whomsoever made on account of such loss under this Policy until fully reimbursed less the actual cost of effecting the same and any remainder shall be applied to the reimbursement of the Insurer.

6. Subrogation Agreements

This Policy does not cover any liability for or arising directly or indirectly from any Claim for loss or damage in respect of which the Insured has at any time by deed or agreement foregone, excluded or limited a right of recovery.

7. Right of Insurer Upon Breach or Non-Compliance

Where the Insured's breach of or non-compliance with any term or condition of this insurance has resulted in substantial prejudice to the handling or settlement of any Claim or loss against the Insured in respect of which insurance is provided hereunder the Insured shall reimburse to the Insurer the difference between the sum payable by the Insurer in respect of that Claim or loss and the sum which would have been payable in the absence of such prejudice provided always that it shall be a condition precedent to the right of the Insurer to seek such reimbursement that it shall have fully indemnified the Insured in accordance with the terms hereof.

8. Senior Counsel Clause

The Insurer agrees to pay Claims which may arise under this insurance without requiring the Insured to dispute any Claim unless a Senior Counsel (to be mutually agreed upon by the Insured, the Firm and the Insurer) advises that the Claim could be contested with a reasonable prospect of success by the Insured and the Insured or the Firm consents to such Claim being contested, but such consent is not to be unreasonably withheld. In the event of any dispute arising between the Insured, the Firm and the Insurer as to what constitutes an unreasonable refusal to contest a Claim the Chairman for the time being of the Department and the Commissioner shall nominate a Referee to decide this point only and the decision of such a Referee shall be binding on all parties.

9. Insured's Right to Contest

In the event the Insurer recommends settlement in respect of any Claim and the Insured does not agree that such Claim should be settled, then the Insured may elect to contest such Claim. Provided always that the Insurer's liability in connection with such Claim shall not exceed the amount for which the Claim could have been so settled plus the costs and expenses incurred with the Insurer's written consent up to the date of such election.

10. GST

The premium charged for this Policy will include an amount on account of GST. The Insured must inform the Insurer of the extent to which it is entitled to an input tax credit for the premium each time that a Claim is made under this Policy. No payment will be made to the Insured for any GST liability that they may acquire on the settlement of a Claim if the Insured has not informed the Insurer of its entitlement or correct entitlement to an input tax credit.

Despite the other provisions of this Policy (including provisions in the Schedule and any endorsements), the Insurer's liability will be calculated taking into account—

- (a) any input tax credit to which the Insured is entitled for any acquisition relevant to a Claim, or to which the Insured would have been entitled were the Insured to have made a relevant acquisition; and
- (b) (also for Claims for business interruption only) the GST exclusive amount of any supply made by the Insured's business which is relevant to the Insured's Claim.

If the Limit of Indemnity is not sufficient to cover the Insured's loss, the Insurer will only pay GST (less any relevant input tax credit) that relates to the Insurer's proportion of the Insured's loss. The Insurer will pay that GST amount in addition to the Limit of Liability.

'GST', 'input tax credit', 'acquisition' and 'supply' have the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999*.

Attaching to and forming part of Policy No. LPS010028296

Pursuant to Section 35(1) of the *Settlement Agents Act 1981* the Commissioner for Consumer Protection has arranged a Master Policy Agreement, affirming the extension of Policy No LPS010028296.

ANNE DRISCOLL, Commissioner for Consumer Protection.

NATHAN BONE, authorised signatory,
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ABN 48 005 297 807,
Level 2, 15-17 William Street, Perth.

HANK JEURING, authorised signatory,
Jardine Lloyd Thompson Pty Ltd,
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