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SETTLEMENT AGENTS ACT 1981

Professional Indemnity and Fidelity Insurance Schedule

CERTIFICATE NO	<XXXXXX>	
MASTER POLICY NUMBER	LPS010028296	
INSURED	<<Insured Name>>	
ADDRESS	<<Insured location address>>	
BUSINESS	Professional activities of a settlement agent as defined in the Settlement Agents Act 1981 (WA)	
MASTER POLICY FORM	Settlement Agents Wording V10060 01/11/2023 A	
PERIOD OF COVER	1 November 2023 to 31 October 2024 (both days inclusive)	
LIMIT OF INDEMNITY	Section 1: Professional Indemnity Public Relations Expenses: \$250,000 Mitigation of Loss: \$250,000 Privacy Breach Costs: \$100,000 Inquiry Costs: \$100,000	\$<<Limit of Indemnity>> each Claim
	Section 2: Fidelity	\$500,000 each Claim
DEDUCTIBLE	Section 1: \$5,000 each Claim where acting for one party	
	Section 1: \$10,000 each Claim where acting for both parties	
	Section 2: \$10,000 each Claim relating to Fidelity Insurance	
RETROACTIVE DATE	Unlimited	
<i>We confirm that the premium has been paid</i>		
INSURER	AAI Limited ABN 48 005 297 807 trading as Vero Insurance	
ADDRESS	Level 12, 58 Mounts Bay Road, Perth, WA 6000	
BROKER CONTACT	<u>Marsh</u> Paulene Plichota Email: paulene.plichota@marsh.com Ph: +61 8 9426 0451 MB: +61 427 428 726	
CLAIM NOTIFICATIONS ONLY	Marsh Claims— Email: paulene.plichota@marsh.com Address: Marsh Claims, Level 6, 225 St Georges Tce Perth WA 6000	

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

PAULENE PLICHOTA.

Dated DD MMMM YYYY.

Marsh Advantage Insurance Pty Ltd ABN 31 081 358 303 arranges the insurance and AAI Limited ABN 48 005 297 807 trading as Vero Insurance issues the insurance.

CERTIFICATE WORDING

WHEREAS the Department of Mines, Industry Regulation and Safety (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 under this **Master Policy**.

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** in accordance with the Terms, Conditions and Exclusions of the relevant **Policy**.

INTRODUCTION

A. Where 'prior consent' is required from the Insurer

There are some covers under the **Policy**, where the **Insured** will need to obtain the **Insurer's** prior consent, for example, before incurring costs. The **Insurer's** consent will not be unreasonably withheld or delayed.

Where prior consent has not been obtained as required, it does not mean the **Insured** cannot make a claim. However, the **Insurer** may be able to reduce the claim payable by an amount that fairly represents the extent to which the **Insurer's** interests were prejudiced by the failure to obtain prior consent.

B. Payment of reasonable amounts of any costs, charges expenses and fees under the Policy

A range of different costs, charges, expenses and fees are covered under the **Policy**. Unless otherwise specified in the **Policy**, the **Policy** provides cover for the 'reasonable' amount of such cost, charge, expense or fee. Reasonable amount means an amount that is not excessive and where the **Insured** has given reasonable consideration in the circumstances to the different courses of action available prior to incurring the amount and the course of action taken was prudent in that context.

Where consent is required before incurring such costs, when the **Insured** contacts the **Insurer** to seek the **Insurer's** consent, the **Insured** can let the **Insurer** know the steps it has taken to consider the courses of action available and discuss the circumstances with the **Insurer**. If the amounts which are to be incurred are reasonable in the circumstances, the **Insurer** will provide consent for the costs to be incurred.

SECTION 1—PROFESSIONAL INDEMNITY

The **Insurer** will indemnify the **Insured** against all sums which the **Insured** shall become legally liable to pay ("compensation") for any **Claim** or **Claims** (including **Claimant's Costs**) 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, the **Insurer** will pay reasonable **Defence Costs** incurred by the **Insurer** or the **Insured** with the **Insurer's** prior consent in connection with a **Claim** under this Section 1.

The **Insurer** will advance reasonable **Defence Costs**, incurred by the **Insurer** or by the **Insured** with the **Insurer's** prior consent, as they are incurred and prior to the final adjudication of a **Claim**. If and to the extent an **Insured** is not entitled to coverage under the terms of the **Policy**, then the **Insurer** will cease to advance such costs and any amounts previously advanced shall be repaid to the **Insurer**.

Limit of Liability

The liability of the **Insurer** under this Section 1 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 **Defence Costs** as set out above.

If a payment in excess of the said Limit of Liability is required to dispose of any such **Claim** ("Total Claim Amount"), the **Insurer** shall only be liable for the percentage of reasonable **Defence Costs** that is a proportionate ratio to the Total Claim Amount that is indemnified by the Limit of Liability.

SECTION 2—FIDELITY

The **Insurer** will indemnify the **Insured** in respect of any **Fidelity Loss** sustained by the **Insured** and first discovered by the **Insured** during the **Period of Insurance**.

In addition, the **Insurer** will also pay the reasonable investigation expenses incurred by the **Insurer** or the **Insured** with the **Insurer's** prior consent, solely to investigate and substantiate the amount of **Fidelity Loss**.

Provided always that no indemnity shall be afforded to any person committing or condoning such act or omission.

Limit of Liability

The liability of the **Insurer** under this Section 2 shall not exceed in the aggregate in respect of any one **Fidelity Loss**, the Limit of Liability stated in Memorandum 7 and in addition all reasonable investigation expenses as set out above.

For the purpose of the calculation of the Limit of Liability all **Fidelity 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 **Fidelity Loss** regardless of when during the **Period of Insurance** or prior thereto such acts or events occurred.

DEDUCTIBLE UNDER THE POLICY

This insurance is subject to a **Deductible**. The amount of the **Deductible** is as stated in Memorandum 8.

A. Deductible applicable to Section 1 and extensions to Section 1

The **Deductible** is applied exclusive of **Defence Costs**.

The **Insured** must pay the amount of any—

1. compensation; and
2. **Claimant's Costs**;

that are collectively equal to or less than the **Deductible** for any one **Claim** under Section 1 or under any of the extensions to Section 1.

The **Deductible** is deducted from the compensation and **Claimant's Costs** payable before the application of the Limit of Liability specified in Memorandum 7.

The **Insured** must pay the amount of any reasonable **Public Relations Expenses** that is equal to or less than the **Deductible** for any one **Adverse Publicity Event**. The **Deductible** is deducted from the reasonable **Public Relations Expenses** payable before the application of the sub-limit specified in extension 7 'Public Relations Expenses'. The **Insurer** has no liability for the amount of any reasonable **Public Relations Expenses** that is equal to or less than the **Deductible** for any one **Adverse Publicity Event**.

The **Insured** must pay the amount of any reasonable costs and expenses that is equal to or less than the **Deductible** for any action taken to mitigate a loss or potential loss under the extension 8 'Mitigation of loss'. The **Deductible** is deducted from the reasonable costs and expense payable before the application of the sub-limit specified in extension 8 'Mitigation of loss'. The **Insurer** has no liability for an amount of reasonable costs and expenses that is equal to or less than the **Deductible** for any action taken to mitigate a loss or potential loss.

The **Insured** must pay the amount of any reasonable costs that is equal to or less than the **Deductible** for any **Privacy Breach**. The **Deductible** is deducted from the reasonable costs payable before the application of the sub-limit specified in extension 9 'Privacy Breach Costs'. The **Insurer** has no liability for the amount of any reasonable costs that is equal to or less than the **Deductible** for any **Privacy Breach**.

The **Insured** must pay the amount of any reasonable **Inquiry Costs** that is equal to or less than the **Deductible** for any one **Inquiry Notice**. The **Deductible** is deducted from the reasonable **Inquiry Costs** payable before the application of the sub-limit specified in extension 10 'Inquiry Costs'. The **Insurer** has no liability for the amount of any reasonable **Inquiry Costs** that is equal to or less than the **Deductible** for any one **Inquiry Notice**.

The method for payment of the **Deductible** will depend on the particular circumstances of the **Claim**, for example—

- (a) the **Insurer** may pay the amount of compensation, **Claimant's Costs** or **Inquiry Costs** that is equal to or less than the **Deductible**, and then require repayment of this amount from the **Insured**;
- (b) the **Insurer** may deduct the amount of the **Deductible** from the amount payable by the **Insurer** to the **Insured**; or
- (c) the **Insurer** may require the **Insured** to pay the **Deductible** directly to a third party.

B. Deductible applicable to Section 2

The **Insured** must pay the amount of any **Fidelity Loss** that is equal to or less than the **Deductible** for any one **Fidelity Loss** under Section 2.

The **Deductible** is deducted from the **Fidelity Loss** payable under section 2 before the application of the **Limit of Liability** specified in Memorandum 7.

EXCLUSIONS APPLICABLE TO SECTION 2

The **Insurer** shall not be liable under Section 2 of this **Master 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, where the proof as to its factual existence or to its amount, is deduced from an inventory computation or a profit and loss computation.

This Exclusion shall not apply to loss of money or other forms of legal tender which the **Insured** establishes 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 ("Potentially Dishonest Person") after the discovery of facts or circumstances that would cause a reasonable person in the **Insured's** position to suspect that the Potentially Dishonest Person had committed or was intending to commit a fraudulent, dishonest, malicious or illegal act;
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 or omission on the part of any of the employees;
5. for injury to, loss or destruction of or loss of use of **Data**;
6. for regular or overtime wages, salaries, fees or benefits earned in the normal course of employment; or
7. for damages of any type, including but not limited to punitive, exemplary or aggravated damages.

GENERAL EXCLUSIONS

1. The **Insurer** shall not be liable in respect of any **Claim**, compensation, **Claimant's Costs**, **Defence Costs**, **Fidelity Loss**, loss of or damage to **Documents**, **Public Relations Expenses**, costs and expenses incurred in respect of any action taken to mitigate a loss or potential loss, costs of notifying individuals or corporations of a **Privacy Breach** or **Inquiry Costs** 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**, compensation, **Claimant's Costs**, **Defence Costs**, **Fidelity Loss**, loss of or damage to **Documents**, **Public Relations Expenses**, costs and expenses incurred in respect of any action taken to mitigate a loss or potential loss, costs of notifying individuals or corporations of a **Privacy Breach** or **Inquiry Costs** arising out of or in respect to any liability incurred in connection with the **Business** unless the **Settlement** is in 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** specified in the **Certificate of Insurance**.
4. The **Insurer** shall not be liable against any **Claim**, compensation, **Claimant's Costs**, **Defence Costs**, **Fidelity Loss**, loss of or damage to **Documents**, **Public Relations Expenses**, costs and expenses incurred in respect of any action taken to mitigate a loss or potential loss, costs of notifying individuals or corporations of a **Privacy Breach** or **Inquiry Costs**—
 - (a) 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
 - (b) for fines, penalties or exemplary damages of any description.
5. The **Insurer** shall not be liable in respect of any **Claim**, compensation, **Claimant's Costs**, **Defence Costs**, **Fidelity Loss**, loss of or damage to **Documents**, **Public Relations Expenses**, costs and expenses incurred in respect of any action taken to mitigate a loss or potential loss, costs of notifying individuals or corporations of a **Privacy Breach** or **Inquiry Costs**—
 - (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 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. The **Insurer** will not provide any cover, pay any claim, make any payment (including any refund), or provide any benefit under the **Policy**, if doing so will contravene or violate any sanction, prohibition, restriction, proscription or prevention under any sanctions, laws or regulations, including but not limited to sanctions, laws or regulations of Australia, New Zealand, the European Union, the United Kingdom or the United States of America or those set out in any United Nations resolutions.

EXTENSIONS AUTOMATICALLY INCLUDED

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

Each extension is subject to the terms of the **Policy** including the General Exclusions, **Deductible**, and Limit of Liability stated in Memorandum 7 of this **Master Policy**.

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

1. Defamation

The **Policy** is extended to indemnify the **Insured** in respect of **Claims** first made against the **Insured** during the **Period of Insurance** for defamation arising from the conduct of the **Insured's Business**, provided the **Insured** did not make the defamatory material or statement with ill intent or for an improper purpose.

2. Consumer Protection Legislation

The **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 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 re-enactment, replacement or successor of such legislation, to the extent that such **Claims** are not otherwise excluded, under the **Policy**.

3. Loss of Documents

The **Policy** is extended to indemnify the **Insured**, in the event of loss of or damage to **Documents** occurring in connection with the **Insured's Business**, against—

1. compensation for any **Claim** resulting from such loss or damage; and
2. reasonable costs and expenses incurred by the **Insured** in replacing or restoring such Documents.

Provided that—

- (a) such loss or damage is sustained during the **Period of Insurance** while the **Documents** are either in transit or in the custody of either—
 - (i) the **Insured**; or
 - (ii) any third party to whom a reasonable person in the **Insured's** professional position would entrust the **Documents** with the expectation that the **Documents** would be protected from loss or damage;
- (b) the amount of any claim for such loss or expenses shall be supported by proof of loss or damage to **Documents** (for example, bills and accounts) which shall be subject to approval by an appropriately qualified and experienced professional or advisor to be nominated by the **Insurer** with the **Insured's** consent or if such consent is withheld, by the President of the Law Society of the State or Territory where the **Certificate of Insurance** was issued;
- (c) the **Insurer** will not be liable for loss or damage caused by or arising directly or indirectly from, in connection with or in respect of any **Cyber Act**;
- (d) the **Insurer** shall not be liable in respect of loss or damage to **Documents** caused by riot or civil commotion; and
- (e) the **Insurer** will not be liable in respect of loss or damage to **Documents** caused by—
 - (i) mould;
 - (ii) vermin or pest infestation; or
 - (iii) fading, wear, tear or any other gradually operating cause.

4. Fraud and Dishonesty of Employees

The **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.

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**,

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

- (i) there is an 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

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 the **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 indemnity provided will be in the terms of the **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 the **Policy** at the date when the facts or circumstances were first notified to the **Insurer**).

6. Intellectual Property

The **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**.

7. Public Relations Expenses

The **Policy** is extended to indemnify the **Insured** for reasonable **Public Relations Expenses** incurred by the **Insured** in respect of an **Adverse Publicity Event** that first occurs and is notified to the **Insurer** during the **Period of Insurance**.

Provided—

- (a) the **Insurer** will only indemnify the **Insured** for the reasonable **Public Relations Expenses** that are incurred during the first thirty days immediately following the **Adverse Publicity Event**; and
- (b) the reasonable **Public Relations Expenses** are incurred with the **Insurer's** prior consent.

The total liability of the **Insurer** under this extension will not exceed \$250,000 in the aggregate during the **Period of Insurance**.

8. Mitigation of loss

The **Policy** is extended to indemnify the **Insured** for the reasonable costs and expenses incurred in respect of any action taken to mitigate a loss or potential loss that otherwise would be the subject of a **Claim** under the **Policy** provided that—

- (a) the **Insured** first discovers the relevant act, error or omission which would give rise to the loss during the **Period of Insurance** and notifies the **Insurer** during the **Period of Insurance**;
- (b) the **Insured** obtains consent from the **Insurer** prior to incurring such costs; and
- (c) no payment will be made to the **Insured** in relation to a cyber ransom or extortion payment, meaning payment demanded by a third party who has committed, or has threatened to commit, an unauthorised, malicious or criminal act in respect of **Computer Systems** or **Data** that would result in, or is intended to result in, harm or loss being suffered by the **Insured** or any other party.

The total liability of the **Insurer** for all costs and expenses incurred under this extension will not exceed \$250,000 in the aggregate, during the **Period of Insurance**.

9. Privacy Breach Costs

The **Policy** is extended to indemnify the **Insured** for the reasonable costs of notifying individuals or corporations of a **Privacy Breach**, resulting from the conduct of the **Business**.

Provided that—

- (a) the **Insured** first discovers the **Privacy Breach** during the **Period of Insurance** and notifies the **Insurer** during the **Period of Insurance**; and
- (b) the **Insured** obtains consent from the **Insurer** prior to incurring such costs.

The total liability of the **Insurer** for all costs incurred under this extension will not exceed \$100,000 in the aggregate, during the **Period of Insurance**.

10. Inquiry Costs

The **Insurer** will indemnify the **Insured** for reasonable **Inquiry Costs** incurred with the **Insurer's** prior consent. Provided that—

- (a) the **Inquiry Notice** is first received by the **Insured** and notified to the **Insurer** during the **Period of Insurance**;
- (b) such **Inquiry Notice** arises from conduct allegedly committed by the **Insured** in conducting the **Business**; and
- (c) regular or overtime wages, salaries or fees of the **Insured** are excluded from this indemnity.

The total liability of the **Insurer** for all costs incurred under this extension will not exceed \$100,000 in the aggregate, during the **Period of Insurance**.

This extension does not apply to any investigation, inquiry or hearing arising from or in respect of a **Privacy Breach** for which the **Insured** has an obligation under the *Privacy Act 1988* (Cth) (including any amendment, consolidation, re-enactment, replacement or successor of such legislation) ("Privacy Act") to notify the Office of the Australian Information Commissioner (OAIC) or other responsible agency or person as set out in the Privacy Act and affected individuals to whom the information relates.

DEFINITIONS

In the **Policy**—

1. "**Act**" means the *Settlement Agents Act 1981* (WA) 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. "**Adverse Publicity Event**" means an event which, in the reasonable opinion of a partner, principal or director of the **Insured**, might cause the reputation of the **Insured** to be seriously affected by adverse or negative publicity.
4. "**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.
5. "**Certificate of Insurance**" means the current certificate of insurance issued by the **Insurer** to the **Licensee** or **Firm** specified in the certificate of insurance, attached as a Schedule to this **Master Policy**.
6. "**Claim**" means 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.
7. "**Claimant's Costs**" means the legal costs and expenses the **Insured** is liable to pay to the person making a **Claim** against the **Insured**.
8. "**Commencement Date**" means that date as of which the **Certificate of Insurance** becomes effective.
9. "**Computer System**" means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.
10. "**Cyber Act**" means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.
11. "**Data**" means information, facts, concepts, code or any other information of any kind that is converted, recorded or transmitted in a form to be accessed, communicated, displayed, distributed, interpreted, processed, transmitted or stored or used in or by a **Computer System**.
12. "**Deductible**" means the amount as specified in Memorandum 8.
13. "**Defence Costs**" means the costs and expenses incurred by the **Insurer** or by the **Insured**, in defending, investigating or settling any **Claim** (not being **Inquiry Costs** or **Claimant's Costs**).
14. "**Documents**" means deeds, wills, agreements, plans, records, computer records, electronic data, written or printed books, letters, certificates, written or printed documents or forms of any nature (excluding bearer bonds, coupons, bank or currency notes or other negotiable instruments).
15. "**each Claim**" means all **Claims** arising from the same act, error or omission.
16. "**Fidelity Loss**" means direct loss of money or other forms of legal tender including bearer bonds, coupons, bank notes, currency notes, negotiable instruments or stamps sustained by the **Insured** by reason of any dishonest, fraudulent, malicious or illegal act or omission of an **Insured** in the conduct of the **Insured's Business**.
17. "**Firm**" means the person or persons carrying on the **Business** from time to time.
18. "**Former Licensee**" means any **Licensee** who has ceased to carry on **Business** as a principal.
19. "**Inquiring Body**" means any official body or institution empowered by law to investigate the professional conduct of the **Insured** including but not limited to a coroner's court, Royal Commission, statutory regulatory body, tribunal or legally constituted industry or professional board but excluding any parliament or any committee of a parliament.
20. "**Inquiry Costs**" means the legal costs and expenses (not being **Defence Costs**) incurred by the **Insurer** or the **Insured** arising out of any notice from an **Inquiring Body** requiring or inviting a response from the **Insured** or requiring or inviting the **Insured's** attendance at an investigation, inquiry or hearing held before the **Inquiring Body**.
21. "**Inquiry Notice**" means any notice that may result in the **Insured** incurring **Inquiry Costs**.
22. "**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**.
23. "**Insurer**" means the insurance company(ies) whose name(s) appear(s) in the **Certificate of Insurance**.
24. "**Licensee**" has the same meaning as in the **Act**.

25. "**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**.
26. "**Master Policy**" means the terms of this document agreed between the **Insurer** and the Department of Mines, Industry Regulation and Safety and the Commissioner for Consumer Protection 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**.
27. "**Period of Insurance**" means the period so specified in the **Certificate of Insurance**.
28. "**Policy**" means the **Master Policy**, the **Certificate of Insurance** issued to a **Licensee** or **Firm**, and the endorsements (if any) attached to this **Master Policy**.
29. "**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**.
30. "**Privacy Breach**" means an incident involving the unauthorised disclosure, loss, modification, misuse, interference or access of—
 - (a) personal information, as defined in the *Privacy Act 1988* (Cth) including any amendment, consolidation, re-enactment, replacement or successor of such legislation, or
 - (b) third party corporate information that is identified as confidential.
31. "**Public Relations Expenses**" means the costs, charges, fees and expenses of a public relations firm or consultant engaged to prevent or limit the adverse effects of or negative publicity from an **Adverse Publicity Event**.
32. "**Regulations**" means the *Settlement Agents Regulations 1982* (WA) as from time to time in force.
33. "**Settlement**" has the same meaning as in the **Act**.

INTERPRETATION

1. The terms "**Insured**", "**Licensee**", "**Firm**" and "**Business**" shall be read as if they were separately defined in each contract of 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 **Policy** 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 2023 and shall continue until midnight 31st October 2024 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. The **Insurer** can vary the standard premium based upon prior **Claims** and circumstances as declared on the questionnaire for each **Insured** in accordance with its underwriting guidelines.

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 \$250.00 plus charges.

4. Issue of Certificates of Insurance

The **Insurer** through its intermediary, Marsh Advantage Insurance 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 each Policy

Each **Policy** shall have effect as if it were a separate policy of insurance made between the **Insurer** and the **Insured**.

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 of Insurance**—

- (a) As the **Period of Insurance**, the period during which this **Master Policy** shall be in force; and

(b) As the Limit of Liability, the sum of—

- (i) 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**.
- (ii) Section 2—\$500,000.

7. Limit of Liability

Section 1—The Limit of Liability for each **Claim** shall be as stated in the Schedule and—

- (a) shall be not less than \$2,000,000; and
- (b) is exclusive of GST to the extent the **Insured** is entitled to claim an input tax credit.

Section 2—The Limit of Liability for each loss shall be \$500,000 and is exclusive of GST to the extent the **Insured** is entitled to claim an input tax credit.

8. Deductible

The **Deductible** under Section 1 of this **Master Policy** (including any extensions to Section 1) is as follows—

- (a) \$1,000 for **Public Relations Expenses**;
- (b) \$10,000 for each **Claim** which derives from a matter where the agent has acted for both purchaser and seller; or
- (c) \$5,000 in respect of all other **Claims** or losses.

Such **Deductible** applied exclusive of **Defence Costs**.

The **Deductible** in respect of matters arising in regard to Section 2 of this **Master Policy**, is either \$10,000 or \$20,000, with the amount specified in the **Certificate of Insurance**.

9. Variation by Agreement

The Department and the Commissioner and the **Insurer** may by agreement vary any of the terms of this **Master Policy** other than the terms of Memoranda 2, 7 and 8 as above with respect to any **Policy** for which the relevant **Certificate of Insurance** 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 a **Licensee's** or **Firm's Policy** at any time in writing to the **Insurer**.

Upon cancellation of this **Policy**, the **Insurer** will retain a short period premium calculated at the pro rata proportion of the that **Policy's** full annual premium for the time it has been on risk and the **Insured** will receive a refund of any balance of the premium actually paid (including GST if applicable) less non-refundable government charges.

13. 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 this **Master Policy**.

GENERAL CONDITIONS

In the event of a failure by the **Insured** to comply with a provision requiring the **Insured's** compliance under the **Policy**, the **Insurer** may be able to reduce its liability as set out in General Condition 11 'Right of Insurer Upon Breach or Non-Compliance'.

1. Conduct of Claim and investigations in relation to Inquiry Notices and Fidelity Loss

- (a) The **Insurer** has the right and full discretion, but is not obligated to, at their own expense and at any time to take over and conduct in the **Insured's** name (including in relation to the insured, underinsured and uninsured losses);
 - (i) the defence, investigation or settlement of any **Claim** or investigation in relation to any **Inquiry Notice** and the conduct of any proceedings arising from any **Claim**; and
 - (ii) investigation or payment of any **Fidelity Loss** and the conduct of any proceedings arising from such loss;
- (b) The **Insurer** reserves entirely their rights under the **Policy**, including their right to agree or deny cover whilst they assess a **Claim**, **Inquiry Notice** or **Fidelity Loss**, conduct the defence of any **Claim** or **Inquiry Notice**, or conduct any investigation into **Fidelity Loss**. The **Insurer's** rights under the **Policy** are not affected if they do not conduct the defence of a **Claim** or **Inquiry Notice**, or investigation into any **Fidelity Loss**; or
- (c) If the **Insured** disputes the **Insurer's** approach to defending the **Claim** or **Inquiry Notice**, the **Insured** and the **Insurer** shall endeavour to settle this dispute by mediation administered by the Australian Disputes Centre ("ADC") before having recourse to arbitration or litigation.

The mediation shall be conducted in accordance with the ADC guidelines for Commercial Mediation ("Guidelines") operating at the time the matter is referred to the ADC. The terms of the Guidelines are hereby deemed incorporated into the **Policy**.

2. Claims Settlement and Fidelity Loss payment

- (a) The **Insured** must not—
- (i) settle or offer to settle any **Claim**, incur any **Defence Costs** or otherwise assume any contractual obligation or admit any liability in respect of any **Claim**;
 - (ii) pay or offer to pay any **Fidelity Loss**, incur any investigation expenses or otherwise assume any contractual obligation in respect of any **Fidelity Loss**; or
 - (iii) admit any liability in respect of any **Fidelity Loss**,
without the **Insurer's** prior consent.
- (b) If the **Insured** objects to a proposal by the **Insurer** to settle or compromise any **Claim** payable under the **Policy** and wishes to contest or litigate the matter, then the **Insured** may so elect, but the **Insurer's** liability in respect of any such **Claim** so contested or litigated will not exceed the amount for which, but for such election, it could have been settled or compromised by the **Insurer**, together with **Defence Costs** payable in accordance with the terms of the **Policy** and incurred up to the time of such election, subject to the **Deductible** and to the Limit of Liability stated in Memorandum 7.
- (c) If the **Insured** objects to a proposal by the **Insurer** to resolve any **Inquiry Notice** covered under the **Policy** and wishes to contest the matter, then the **Insured** may so elect, but the **Insurer's** liability for **Inquiry Costs** in respect of any such **Inquiry Notice** so contested will not exceed the amount which, but for such election, would have been incurred by the **Insurer** to resolve the matter, subject to the **Deductible** and the limit specified in extension 10 'Inquiry Costs'.

3. When the Insured must notify the Insurer

- (a) The **Insured** shall give notice to the **Insurer** as soon as reasonably possible of any—
- (i) **Claim** made during the **Period of Insurance**;
 - (ii) **Inquiry Notice** received; or
 - (iii) discovery of **Fidelity Loss**.

Every legal document or other communication received by the **Insured** (including letters, demands, writs, summons and legal process) relating to such **Claim** or **Inquiry Notice** shall be forwarded to the **Insurer** as soon as reasonably possible after receipt. However, the **Insured** is not required to provide a legal document or other communication if doing so would waive the **Insured's** right to legal professional privilege. In this case, the **Insured** shall inform the **Insurer** of the existence of such document or other communication.

All notifications to the **Insurer**, including but not limited to **Claims** and any legal documents and other communications specified above, must be sent to—

Vero Insurance
Professional Risks Liability Claims GPO Box 346
Sydney NSW 2001
Phone: 1300 888 073
Fax: 1300 066 950
Email: lodgeclaim@vero.com.au

- (b) Either at the time of or following notification of the discovery of any **Fidelity Loss**, the **Insured** must as soon as reasonably possible, provide the **Insurer** with the following information, to the extent that it is known—
- (i) the nature and details of the event that has or may give rise the loss;
 - (ii) the likely quantum of the loss (where this can be estimated); and
 - (iii) affirmative proof of the loss, with full details of the loss involved.

4. The Insured's duty to assist

- (a) The **Insured** must provide the **Insurer** with reasonable cooperation and provide the **Insurer** with reasonable assistance in connection with any investigation, negotiation, recovery, defence and legal proceeding or settlement of a **Claim**, **Inquiry Notice** or **Fidelity Loss**. This assistance may include—
- (i) lodging a police report;
 - (ii) providing a more detailed version of facts, including signing statements and affidavits;
 - (iii) providing further information, evidence and documentation;
 - (iv) attending court or meetings with appointed legal or other experts;
 - (v) making available partners, directors and employees for interviews, meetings and court attendance;
 - (vi) providing contact details of individuals (if available) who may have information that is relevant to the **Claim** or loss (to the extent that the provision of such details would not breach any legally enforceable privacy or confidentiality requirement); or
 - (vii) providing access to systems and records (to the extent that doing so would not breach any legally enforceable privacy or confidentiality requirement).

Any costs to comply with the above requirements will be borne by the **Insured**, unless otherwise covered under the **Policy**.

- (b) The **Insured** must where reasonably possible, take steps to avoid or diminish further loss, for example, but not limited to—
- (i) stopping use of processes or documentation which the **Insured** may suspect has contributed to the loss;
 - (ii) checking the functionality of any standard measures, processes or procedures (for example, risk control processes) in place to prevent loss;
 - (iii) avoiding confrontational engagement with an aggravated claimant;
 - (iv) maintaining a detailed record of all communications with any party about the loss; or
 - (v) in the case of a **Firm**, taking steps a reasonable person in the **Insured's** position would take (for example, suspending an employee) where the **Insured** has confirmed or suspects dishonesty or a fraudulent or malicious act or omission has contributed to the loss.

Any costs to comply with the above requirement will be borne by the **Insured**, unless otherwise covered under the **Policy**.

- (c) The **Insured** must as soon as reasonably possible after the discovery of facts or circumstances that caused the **Insured** to suspect that dishonest, fraudulent, malicious or illegal acts or omissions that had or could result in a **Fidelity Loss** had been committed in the conduct of the **Insured's Business**, or that someone was intending to commit such acts, take the following steps to prevent or limit **Fidelity Loss**—
- (i) secure the money or other form of legal tender that may be the subject of such acts;
 - (ii) check the functionality of any security measures or processes in place to prevent such acts;
 - (iii) suspend or increase supervision of any employee suspected of committing or intending to commit such acts;
 - (iv) notify the police of the suspected fraud, dishonesty or illegal acts; or
 - (v) take any additional action a reasonable person in the **Insured's** position would take to prevent loss or limit **Fidelity Loss**.
- (d) The **Insurer** may undertake any investigation as is reasonably required in relation to the **Claim, Inquiry Notice or Fidelity Loss**.

5. Recovery rights

- (a) The **Insured** must not, without the **Insurer's** prior consent, enter into any of the following in relation to a **Claim**—
- (i) any agreement whereby the **Insured** releases, agrees not to sue on, waive or prejudice the rights to recover from a person or organisation who is or could have been liable to compensate the **Insured** for any loss, damage or legal liability;
 - (ii) any deed or agreement, excluding, limiting or delaying the legal rights of recovery against another party; or
 - (iii) any arrangement or compromise or do any act whereby any rights of remedies to which the **Insurer** would be subrogated in respect to such loss, damage or legal liability are or may be prejudiced.

Where the **Insured** does not comply with the above, the **Insurer** may not cover the **Insured** under the **Policy** for any such loss, damage or legal liability.

- (b) In the event of any payment under the **Policy**, the **Insurer** will be subrogated to all the **Insured's** rights of recovery against any person or organisation.

The **Insurer** has the right and full discretion but is not obligated to take over and conduct in the **Insured's** name any recovery action (including in relation to insured, uninsured and underinsured losses). The **Insurer** may engage legal or other representatives to assist in the conduct of any recovery action.

The **Insurer** will not exercise its rights of subrogation against the **Insured** in connection with a **Claim** unless those rights arise in connection with a dishonest or criminal act by that **Insured**.

6. Fidelity recoveries

In the event of any payment in respect of a **Fidelity Loss**—

- (a) The **Insured** must, if requested by the **Insurer**, take all reasonable steps to help recover **Fidelity Loss** from any person committing or condoning any dishonest, fraudulent, malicious or illegal act or omission or from the legal representatives of such persons. This help may include—
- a. providing a more detailed version of events including completing a diagram or statement/affidavit;
 - b. lodging a police report;
 - c. filing searches to locate the person or their legal representative;
 - d. attending court (only if required); or
 - e. providing evidence and documentation relevant to the **Fidelity Loss** and executing such documents, including signed statements which the **Insurer** reasonably requests; and

- (b) to the extent allowed by law, the **Insurer** will deduct the following from any amount payable in respect of **Fidelity Loss** caused by or resulting from a dishonest, fraudulent, malicious or illegal act or omission—
 - (i) any monies which but for such act or omission would be due from the **Insured** to the person committing or condoning such act, but only to the extent that the **Insured** has the right to offset such amount against the **Fidelity Loss**; and
 - (ii) any monies held by the **Insured** and belonging to such person, but only to the extent that the **Insured** has the right to offset such amounts against **Fidelity Loss**; and
 - (iii) any monies recovered under (a) above.

7. Allocation of recoveries

- (a) All recoveries obtained from other parties will be allocated, after the settlement of any **Claim** under the **Policy** as follows—
 - (i) firstly, to the **Insured's** benefit to reduce or extinguish the amount of compensation, **Claimant's Costs** or **Defence Costs** to the extent that such amounts would have been paid under the **Policy** but for the fact that such amounts exceed the sum of—
 - 1. the Limit of Liability under Memorandum 7, or the amount of any specified limit applicable to a specific clause where applicable;
 - 2. **Defence Costs** payable in addition to the Limit of Liability; and
 - 3. the **Deductible** where applicable;
 - (ii) secondly, to the benefit of the **Insurer** for all sums paid in settlement, defence or investigation of any **Claim** under the **Policy**;
 - (iii) thirdly, to the **Insured's** benefit for the **Deductible** under the **Policy**.
- (b) All recoveries will be applied as above only after deduction of the reasonable cost of obtaining such recovery.
 All recoveries made prior to settlement of any **Claim** under the **Policy** will be held for the benefit of the **Insurer** and applied as stated above after settlement if any is made.
 Recoveries do not include any amount recovered from insurance, surety, reinsurance, security or indemnity taken for the benefit of the **Insurer**.

8. Allocation of loss

(a) **When this clause applies**

This clause applies to any liability for compensation and **Claimant's Costs**, **Defence Costs**, **Inquiry Costs** and **Fidelity Loss** (referred to collectively as "Loss" under this clause), which is either or both—

- (i) in respect of more than one person or entity (at least one of whom is an **Insured**), whether jointly or severally; or
- (ii) partly covered and partly not covered under the **Policy**;

(together "Loss to be Allocated").

The **Insurer** must decide a fair and reasonable allocation of the covered part of the Loss to be Allocated among the relevant **Insureds** and the **Insurer** having regard to the extent of each **Insured's** comparative responsibility for the Loss to be Allocated.

(b) **What the Insurer must take into account when deciding Loss to be Allocated**

The **Insurer's** consideration of what is fair and reasonable shall include without limitation, the following factors—

- (i) the nature of the **Claim** against, **Inquiry Notice** against or **Fidelity Loss** sustained by each **Insured**;
- (ii) the issues of fact and law in relation to each **Insured**;
- (iii) the content and the manner of the conduct of any defence of the **Claim** or **Inquiry Notice**;
- (iv) the relative degree of personal responsibility for the Loss;
- (v) the extent to which the **Insured's** responsibility for the Loss is joint, several or shared;
- (vi) the extent to which any person or entity, other than that **Insured**, would obtain a benefit from the payment by the **Insurer**;
- (vii) the extent to which the Loss is solely of that **Insured**;
- (viii) the extent to which the issues in the **Claim** against, **Inquiry Notice** against or **Fidelity Loss** sustained by that **Insured** are in common with the issues in the **Claim** against, **Inquiry Notice** against or **Fidelity Loss** sustained by any other person or entity;
- (ix) the extent to which the Loss is partly covered and partly not covered under the **Policy**; and
- (x) in the event of a settlement, the likely comparative responsibility had the settlement not occurred.

(c) **If You do not agree with the Insurer's decision relating to the Allocation of Loss**

If the **Insured** wishes to dispute the **Insurer's** decision in respect of allocation, each party agrees that the dispute must be referred for expert determination in accordance with the ADC Rules for Expert Determination ("Rules") available on the ADC's website, to an expert agreed by the parties, or if the parties do not agree on an expert, an expert appointed by the ADC in accordance with the Rules.

Each party agrees to sign an agreement with the expert that confirms the following matters, unless contrary to the Rules or the requirements of the ADC—

- (i) the payment of fees for the appointed expert (Note: refer to 'Cost of the expert determination' below for more information); and
- (ii) the expert may—
 - (a) consider relevant industry practice;
 - (b) consider all information presented to the expert by either party;
 - (c) request more information from either party;
 - (d) request a meeting with the parties (to which they may bring their legal representatives or other persons with information or knowledge relevant to the determination) (Note: in accordance with the Rules, the meeting is not a hearing); and
- (iii) the expert must provide a determination, subject to receiving all information required, within thirty days after the agreement is signed, unless—
 - (a) another time is agreed between the parties, in which case the agreement will provide for this timeframe; or
 - (b) the expert must comply with a timeframe as set by the ADC, in which case the agreement will provide for this timeframe;
- (iv) the expert must provide written reasons for the determination;
- (v) the expert's decision will be binding on the parties and final; and
- (vi) the liability of the expert to either party (including liability for negligence) will be excluded to the full extent permitted by law.

This allocation applies for all purposes under the **Policy** including in relation to any advancement of **Defence Costs**.

Any allocation of Loss will not apply to or create a presumption with respect to the allocation of other Loss on account of such **Claim** or **Fidelity Loss**.

(d) Cost of the expert determination

The **Insurer** will pay for the cost of the expert determination above, including the **Insured's** share of the costs.

The ADC may require each party to bear the cost of the expert determination in equal proportions and require each party to individually pay their share of any cost required directly (including any fee, deposit or other amount charged). Where this is required, the **Insured** must pay the costs accordingly and the **Insurer** will separately reimburse the **Insured** for the cost of the expert determination.

9. Other Insurance

Upon giving any notification pursuant to General Condition 3, 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**. This is to enable the **Insurer** to exercise its right to seek contribution from the insurer of that other insurance.

10. Fraud

If any **Licensee** shall submit any claim or loss knowing the same to be false or fraudulent, as regards to the amount or otherwise, the **Insurer** may refuse payment of the claim or loss but where only part of the claim is fraudulent, the **Insurer** may not refuse payment in respect of that part which is not fraudulent.

11. 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 prejudice to the handling or settlement of any **Claim** or loss against the **Insured** in respect of which insurance is provided hereunder, the **Insurer's** liability in respect of the **Claim** or loss may be reduced by an amount that fairly represents the extent to which the **Insurer's** interests were prejudiced as a result of the **Insured's** breach or non-compliance.

If the **Insurer** has already fully indemnified an **Insured** in accordance with the terms of this insurance, then 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.

12. GST

As part of the premium, the **Insurer** will charge the **Insured** an amount on account of GST, stamp duty and any other government charges and levies that apply. The premium also includes any discounts the **Insurer** has given the **Insured**, and these discounts are applied before the addition of any applicable government taxes and charges.

The **Insured** must tell the **Insurer** about the input tax credit (ITC) the **Insured** is entitled to for their premium and the **Insured's** claim, each time the **Insured** makes a claim. If the **Insured** does not give the **Insurer** this information or if the **Insured** tells the **Insurer** an incorrect ITC, the **Insurer** will not pay any GST liability the **Insured** incurs.

The **Insurer's** liability to the **Insured** will be calculated taking into account any ITC to which the **Insured** is entitled for any acquisition which is relevant to the claim, or to which the **Insured** would have been entitled had the **Insured** made a relevant acquisition.

In respect of the **Insured's Policy**, where the **Insured** is registered for GST purposes the **Insured** should calculate the insured amount having regard to the **Insured's** entitlement to input tax credits.

The **Insured** should, therefore, consider the net amount (after all input tax credits) which is to be insured and determine an insured amount on a GST exclusive basis.

The Limit of Liability and any other insured amount stated in the **Policy** and on the Schedule or **Certificate of Insurance** are exclusive of GST to the extent the **Insured** is entitled to claim an input tax credit.

This outline of the effect of the GST on the **Insured's Policy** is for general information only. The **Insured** should not rely on this information without first seeking expert advice on the application of the GST to the **Insured's** circumstances.

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

**Attaching to and forming part of Policy No LPS010028296
(Policy Wording 1 November 2023)**

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

PATRICIA BLAKE, Commissioner for Consumer Protection.

Date: 26 October 2023.

NATHAN BONE—authorised signatory

Date: 19 October 2023.

AAI Limited trading as Vero Insurance

ABN 48 005 297 807

Level 12, 58 Mounts Bay Road, Perth

PAULENE PLICHOTA—authorised signatory

Date: 19 October 2023.

Marsh Advantage Insurance Pty Ltd

ABN 31 081 358 303

Level 6, 225 St Georges Tce, Perth