Forefront Portfolio Insurance Policy

Company:	Latrobe Village Services Association Inc	
Policy Period:	From:	30-April-2026
	To:	30-April-2027

CHUBB®

Forefront Portfolio Insurance Policy

Claims Made and Notified Insurance

Certain sections of the cover provided by the policy are provided on a claims made and notified basis. This means that they only cover claims made against you and notified in writing to Chubb during the period of insurance. The Insurance Contracts Act 1984 (Cth) (**Act**) provides that where an insured gives notice in writing to the insurer of facts that might give rise to a claim against the insured as soon as reasonably practicable after the insured became aware of those facts the insurer is not relieved of liability under the policy in respect of the claim, when made, solely by reason that the claim is made after expiry of the policy. This is a right which arises solely under the Act and not under the insurance contract. However, the right does not arise unless the notice in writing is given before the policy expires and we may refuse to pay any subsequent claim, despite the events giving rise to it or the circumstances alleged in it may have taken place during the Policy Period.

Duty of Disclosure

Your Duty of Disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

What you do not need to tell us

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

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Forefront Portfolio Insurance Policy - General Terms and Conditions Declarations

Policy Number: AUML012971

No.	Title	Description
Item 1.	**Company** Principal Address	Latrobe Village Services Association Inc Village Drive Reservoir VIC 3073
Item 2.	**Policy Period**	From: 30-April-2026 To: 30-April-2027 Effective Date: 30-April-2026 All days inclusive, 4:00PM L.S.T (Local Standard Time) at the Principal Address.
Item 3.	Combined Maximum Aggregate Limit of Liability for the **Liability and Combined Coverage Sections**	[ ] Yes: [X] No:
Item 4.	**Coverage Section(s)**	Coverage is only available for the following if indicated by [X]: [X] Directors and Officers Liability **Coverage Section** [X] Employment Practices Liability **Coverage Section** [X] Crime **Coverage Section** [X] Statutory Liability **Coverage Section** [X] Kidnap, Ransom and Extortion **Coverage Section** [ ] Cyber **Coverage Section** [ ] Professional Liability **Coverage Section**
Item 5.	Extended Reporting Period	(a) 100% of annual premium for an additional 365 days; or (b) Nil additional premium for 90 days.
Item 6.	Endorsement(s) Effective at Inception	Nil

Signed for and on behalf of Chubb Insurance Australia Limited.

CHUBB
Chubb Insurance Australia Limited
ABN 23 001 642 020

24-April-2026

Date

Authorised Employee

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Forefront Portfolio Insurance Policy - General Terms and Conditions Wording

In consideration of payment of the premium and subject to the terms and conditions of this **Policy**, the **Insurer** and the **Insured** agree as follows:

1. Terms and Conditions

Except for these General Terms and Conditions or unless stated to the contrary in any **Coverage Section**, the terms and conditions of each **Coverage Section** apply only to that **Coverage Section**. The General Definitions apply to all **Coverage Sections** in addition to any specific definitions that may apply in each **Coverage Section**. If any provision in these General Terms and Conditions is inconsistent or in conflict with the terms and conditions of any **Coverage Section**, the terms and conditions of such **Coverage Section** shall prevail for the purposes of that **Coverage Section**. Any words in bold print in these General Terms and Conditions not defined in these General Terms and Conditions shall have the meaning given to them in the Definitions section of the relevant **Coverage Section**.

2. General Definitions

2.1 **Bail Bond and Civil Bond Expenses** means the reasonable premium (not including collateral) for a bond or other financial instrument to guarantee an **Insured Person's** contingent obligation for bail required by a court in respect of any **Claim** including the premium paid for appeal, attachment or similar bond.

2.2 **Claim** shall have the meaning given to that term in the relevant **Liability Coverage Section** or **Combined Coverage Section**.

2.3 **Combined Coverage Section** means the Cyber **Coverage Section** of this **Policy**, if purchased, as shown in Item 4. of the Declarations.

2.4 **Company** means the organisation shown in Item 1. of the Declarations.

2.5 **Coverage Event** means the event or loss which must occur, be sustained or discovered in order to invoke coverage under each **Non-Liability Coverage Section**.

2.6 **Coverage Section** means the **Liability Coverage Sections,** the **Non-Liability Coverage Sections** and the **Combined Coverage Section** or any one of them as appropriate.

2.7 **Defence Costs** shall have the meaning given to that term in the relevant **Liability Coverage Section**.

2.8 **Director** means any person who:

(a) is appointed to the position of a director; or is appointed to the position of an alternate director and is acting in that capacity; regardless of the name that is given to their position;

(b) is not validly appointed as a director if they act in the position of a director; or the directors of the company are accustomed to act in accordance with such person's instructions or wishes (excluding advice given by the person in the performance of functions attaching to their professional capacity or their business relationship with the directors of a corporation).

Director shall include any equivalent position in any jurisdiction.

2.9 **Domestic Partner** means natural person qualifying as a domestic partner or de facto partner of, or being in a similar relationship to, an **Insured Person** under the provisions of any applicable law or under the provisions of any formal program established by an **Organisation**.

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2.10 **Event** means:

(a) the **Company** merging into or consolidating with another organisation such that the **Company** becomes a subsidiary of the other organisation;

(b) another organisation or person or group of organisations or persons acting together acquiring the business or more than ninety percent (90%) of the assets of the **Company**; or

(c) another organisation or person or group of organisations or persons acting together, acquiring control of the composition of the **Company's** board, being in a position to cast, or control the casting of more than fifty percent (50%) of the maximum number of votes that might be cast at a general meeting of the **Company** or holding more than fifty percent (50%) of the issued share capital of the **Company** (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital).

2.11 **External Administrator** means any liquidator, receiver, receiver and manager, administrator, controller or holder of similar office or position in any jurisdiction whether appointed under the provisions of Part 5 of the Corporations Act 2001 (Cth) or any other applicable law anywhere in the world or pursuant to the provisions of any contract or other instrument.

2.12 **Financial Impairment** means the insolvency, liquidation, bankruptcy, winding-up, receivership or administration of the **Organisation** or its actual or alleged inability to meet any or all of its debts as and when they fall due.

2.13 **Insured** shall have the meaning given to that term in each **Coverage Section**.

2.14 **Insured Person** shall have the meaning given to that term in each **Coverage Section**. Solely with respect to any **Liability Coverage Section**, coverage for an **Insured Person** shall also include:

(a) the lawful spouse or **Domestic Partner** of an **Insured Person**, solely by reason of such person's status as a spouse or **Domestic Partner** or such spouse's or **Domestic Partner's** ownership interest in property which the claimant seeks as recovery for an alleged **Wrongful Act** of such **Insured Person**; or

(b) the estate, heirs, legal representatives or assigns of an **Insured Person** who is deceased or against the legal representatives or assigns of an **Insured Person** who is under a legal disability by reason of mental incapacity or is insolvent or bankrupt.

2.15 **Insurer** means Chubb Insurance Australia Limited (ABN: 23 001 642 020 AFSL: 239687).

2.16 **Liability Coverage Section** means the Directors and Officers Liability, the Employment Practices Liability, and the Statutory Liability **Coverage Sections** of this **Policy**, if purchased, as shown in Item 4. of the Declarations.

2.17 **Loss**:

(a) with respect to any **Liability Coverage Section** or **Combined Coverage Section**: shall have the meaning given to that term in such **Coverage Section**; or

(b) with respect to any **Non-Liability Coverage Section**: means the total amount covered under such **Coverage Section** as a result of any **Coverage Event**.

2.18 **Non-Liability Coverage Section** means the Crime and the Kidnap, Ransom and Extortion **Coverage Sections** of this **Policy**, if purchased, as shown in Item 4. of the Declarations.

2.19 **Officer** means any:

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(a) company secretary;

(b) person:

(i) who makes, or participates in making decisions that affect the whole or a substantial part of the business of a corporation;

(ii) who has the capacity to affect significantly a corporation's financial standing;

(iii) in accordance with whose instructions or wishes the directors of a corporation are accustomed to act (excluding advice given by the person in the performance of functions attaching to their professional capacity or their business relationship with the directors of a corporation).

Officer shall include any equivalent position in any jurisdiction.

2.20 **Organisation** means, collectively, the **Company** and any **Subsidiary**, or any one of them.

2.21 **Policy** means:

(a) this document;

(b) any endorsement attaching to and forming part of this document either at the commencement of the **Policy Period** or during the **Policy Period**; and

(c) the Declarations of the General Terms and Conditions and the Schedules of each **Coverage Section**.

2.22 **Policy Period** means the period of time shown in Item 2. of the Declarations, subject to any prior termination in accordance with Section 20. (Termination of Policy).

2.23 **Pollutants** means any solids, liquids, gaseous or thermal irritants or contaminants including smoke, vapour, soot, fumes, acids, alkalis, chemicals, asbestos products or waste. Waste includes materials to be recycled, reconditioned or reclaimed.

2.24 **Pollution** means any actual, alleged or threatened exposure to, or generation, storage, transportation, discharge, emission, release, escape, treatment, removal or disposal of any **Pollutants**; or any regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise **Pollutants**, or any action taken in contemplation or anticipation of any such regulation, order, direction or request, including but not limited to any claim for loss to an **Organisation** or an **Outside Entity**, the holders of its securities or its creditors based upon, arising from, or attributable to the matters described above.

2.25 **Proposal** means all proposals, including attachments and materials incorporated in those proposals, submitted by, or information disclosed by the **Insureds** to the **Insurer** for this **Policy** or any policy issued by the **Insurer** of which this **Policy** is a direct or indirect renewal or replacement. All such proposals, attachments and materials are deemed attached to, incorporated into and made a part of this **Policy**.

2.26 **Related Claims** means:

(a) with respect to the **Liability Coverage Sections**: all **Claims** based upon, arising from or attributable to the one originating source or cause or the same underlying source or cause, regardless of whether such **Claims** or other matters giving rise to a claim under this **Policy** involve the same or different claimants, **Insureds**, events, or legal causes of action.

(b) with respect to the **Non-Liability Coverage Sections**: all direct losses based upon, arising from or attributable to the one originating source or cause or the same underlying source or cause, regardless of whether such losses or other matters giving rise to a claim under this **Policy** involve the same or

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different claimants, **Insureds** or events. All such losses will be treated as if first made at the time of the notification of the earliest loss to the **Insurer**.

(c) with respect to the **Combined Coverage Sections**: all **Single Claims**. A **Single Claim** shall attach to the **Coverage Section** only if the notice of the first **Claim** or other matter giving rise to a **Claim** that became such **Single Claim**, was given by the **Insured** during the **Policy Period**.

2.27 **Subsidiary** means:

(a) with respect to the **Liability Coverage Sections** or **Combined Coverage Section**: at the time of the occurrence of a **Wrongful Act**, or the commencement of a **Formal Investigation**, any organisation in which one or more **Organisations**:

(i) control the composition of the organisation's board;

(ii) is in a position to cast, or control the casting of, more than fifty percent (50%) of the maximum number of votes that might be cast at a general meeting of the organisation; or

(iii) holds more than fifty percent (50%) of the issued share capital of the organisation (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital).

Subsidiary shall include any incorporated joint venture or company over which an **Organisation** exercises effective management control.

(b) with respect to the **Non-Liability Coverage Sections**: **Subsidiary** shall have the meaning given to that term in each **Coverage Section**.

2.28 **Superannuation Fund** means any superannuation fund established by an **Insured** for the sole benefit of employees of such **Insured**.

2.29 **U.S.A** means the United States of America and any territory under its jurisdiction.

3. Territory, Choice of Law and Jurisdiction

(a) Other than as specified in any **Coverage Section** and under (b) below, coverage shall extend anywhere in the world.

(b) The **Insurer** shall not be deemed to provide cover and the **Insurer** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurer**, or its parent company, affiliate or ultimate holding company, to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom, Commonwealth of Australia or **U.S.A**.

(c) This **Policy** is governed by and is to be interpreted in accordance with the laws of the Commonwealth of Australia and of the State or Territory of the office of the **Insurer** in which the **Policy** was issued. The courts of that State or Territory have exclusive jurisdiction in relation to any disputes regarding the interpretation of the provisions of this **Policy** unless otherwise provided in this **Policy.**

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4. Bilateral Extended Reporting Period

If any **Liability Coverage Section** or **Combined Coverage Section** is terminated or not renewed by either the **Insurer** or the **Company** for any reason, other than non-payment of premium, and provided no **Event** has occurred, the **Company** and the **Insured Persons** shall have the right:

(a) upon payment of the additional premium shown in Item 5.(a) of the Declarations, to an Extended Reporting Period of three hundred and sixty-five (365) days from the expiry date of the **Policy Period** within which to report any **Claims** first made during such three hundred and sixty-five (365) day period; or

(b) if the three hundred and sixty-five (365) day Extended Reporting Period is not purchased, to an Extended Reporting Period of ninety (90) days within which to report any **Claims** that are first made during such ninety (90) day period. There is no additional premium payable for such ninety (90) day Extended Reporting Period,

but only to the extent such **Claims** are for **Wrongful Acts** occurring prior to, and **Formal Investigations** into conduct occurring prior to, the effective date of termination or non-renewal.

The right to an Extended Reporting Period of three hundred and sixty-five (365) days shall lapse unless written notice of such election, together with payment of the additional premium due, is received by the **Insurer** within thirty (30) days following the effective date of termination or non-renewal.

The **Insurer's** offer of reasonable renewal terms, conditions, limits of liability or premium different from those of the expiring policy shall not constitute a refusal to renew.

If the three hundred and sixty-five (365) day Extended Reporting Period is purchased, then the entire premium shown in Item 5.(a) of the Declarations shall be deemed fully earned at the inception of such Extended Reporting Period.

Any **Claim** made during the Extended Reporting Period shall be deemed to have been made during the immediately preceding **Policy Period**.

If an Extended Reporting Period is elected, then it cannot be cancelled by the **Insured** or the **Insurer**, unless it is automatically cancelled in line with the paragraph below.

There shall be no entitlement to an Extended Reporting Period in the event, and from the date that, the **Company** obtains any similar insurance policy that provides cover in respect of **Claims** or **Formal Investigations** commenced against **Insured Persons** in respect of their **Wrongful Acts** or conduct prior to the inception of such obtained policy. In such an event any Extended Reporting Period already purchased shall automatically be cancelled. The **Company** must notify the **Insurer** in the event that it obtains any similar insurance policy, as described above. Following automatic cancellation, in the event that no **Claim** has been made, the **Insurer** must offer the Company a pro-rata refund for the additional premium paid in respect of the Extended Reporting Period.

5. Limit of Liability

(a) Solely with respect to all **Liability Coverage Sections**:

(i) The **Insurer's** maximum liability for all **Loss** under the applicable **Liability Coverage Section** on account of any **Claim** first made during the same **Policy Period** shall be the Limit of Liability shown in the Schedule of the applicable **Liability Coverage Section**. If a **Loss** is covered under more than one **Liability Coverage Section**, then the Limit of Liability for all **Loss** shown in the Schedule of the applicable **Liability Coverage Section** shall apply to such **Loss**, subject to paragraph (d) (iii) below.

(b) Solely with respect to each **Non-Liability Coverage Section**: the **Insurer's** maximum liability shall be the respective Limits of Liability shown in the Schedule of each applicable **Non-Liability Coverage Section**.

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(c) Solely with respect to each **Combined Coverage Section**:

(i) The Limits of Liability and Deductible Amounts listed on the Schedule are separate Limits of Liability and Deductible Amounts pertaining to each Insuring Clause.

(ii) The total amount payable by the **Insurer** (including **Loss**) under each **Combined Coverage Section** in respect of each and every **Single Claim** shall not exceed the sum of the applicable Limits of Liability, and is subject to the Aggregate Limit of Liability shown at Item 1 of the Schedule of the Cyber **Coverage Section**.

(iii) The total amount payable by the **Insurer** (including **Loss**) under each **Combined Coverage Section** will not exceed the Aggregate Limit of Liability shown at Item 1 of the Schedule of the Cyber **Coverage Section**.

(iv) Any Sublimit listed on the Schedule shall be part of and not in addition to the applicable Limit of Liability shown in the Schedule, and subject to the Aggregate Limit of Liability shown at Item 1 of the Schedule of the Cyber **Coverage Section**.

(v) Sub-limits are not subject to reinstatement once exhausted.

(d) Solely with respect to the **Combined Coverage Section** and all **Liability Coverage Sections:**

(i) All **Related Claims** shall be treated as a single **Claim** made when the earliest of such **Related Claims** was first made, or when the earliest of such **Related Claims** is treated as having been made in accordance with Section 7. (Reporting), paragraphs (a)(ii) and (a)(iii), regardless of whether such date is before or during the **Policy Period.**

(ii) All **Related Claims** arising from **Loss** as defined in the Statutory Liability **Coverage Section** and **Regulatory Fines** as shown in Item 3. of the Schedule of the Cyber **Coverage Section**, shall erode the Limit of Liability shown in Item 1. of the Schedule of the Statutory Liability **Coverage Section.**

(iii) If the Combined Maximum Aggregate Limit of Liability for the **Liability and Combined Coverage Sections** shown in Item 3. of the Declarations is elected, the **Insurer's** maximum liability for all **Loss** under all **Liability Coverage Sections** and the **Combined Coverage Section** on account of all **Claims** first made during the same **Policy Period**, whether covered under one or more **Coverage Section**, shall be the Combined Maximum Aggregate Limit of Liability for each **Policy Period** shown in Item 3. of the Declarations.

(iv) If the Combined Maximum Aggregate Limit of Liability for the **Liability** and **Combined Coverage Sections** shown in Item 3. of the Declarations is not elected, the **Insurer's** maximum liability for all **Loss** under each **Liability Coverage Section** and each **Combined Coverage Section** on account of all **Claims** first made during the same **Policy Period**, whether covered under one or more **Coverage Section**, shall be the Aggregate Limit of Liability shown at Item 1 of the Schedule of each applicable **Coverage Section**.

(v) **Defence Costs** are part of and not in addition to the applicable maximum Limit of Liability as shown in the Schedule of each applicable **Liability Coverage Section** or **Combined Coverage Section**; the payment by the **Insurer** of **Defence Costs** erodes such Limits of Liability.

6. Deductible Amount

The **Insurer's** liability under this **Policy** shall apply only to that part of each **Loss** or **Coverage Event** which is in excess of the applicable Deductible Amount shown in the Schedule of each applicable **Coverage Section** and such Deductible Amount shall be borne by the **Insureds** uninsured and at their own risk.

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If a single **Loss** is covered by more than one **Coverage Section** and if more than one Deductible Amount applies to such **Loss**, the applicable Deductible Amounts shall be applied separately to each **Loss,** but the sum of such Deductible Amounts shall not exceed the largest applicable Deductible Amount.

Solely with respect to the **Combined Coverage Section**:

(a) Only one Deductible Amount shall apply to each and every **Single Claim.**

(b) If a **Single Claim** is subject to different Deductible Amounts, the applicable Deductible Amount shall be applied separately to each part of **Damages** and **Expenses**, but the sum of such Deductible Amounts shall not exceed the largest applicable Deductible Amount.

(c) With respect to Insuring Clause 1.2 Business Interruption of the Cyber **Coverage Section**, the **Insurer** will pay the **Business Interruption Loss** incurred by the **Insured**:

(i) once the applicable **Waiting Period** has expired; and

(ii) which exceeds the Deductible Amount shown in Item 4. of the Schedule of the Cyber **Coverage Section**.

7. Reporting

(a) Solely with respect to any **Liability Coverage Section**:

(i) The **Insureds** shall give to the **Insurer** written notice of any **Claim** as soon as reasonably practicable and, in any event, no later than the expiration of any Extended Reporting Period, if granted by the **Insurer**.

(ii) If during the **Policy Period**, or any applicable Extended Reporting Period, if granted, an **Insured** becomes aware of circumstances which could reasonably give rise to a **Claim** and gives written notice of such circumstances to the **Insurer**, then any **Claim** subsequently arising from such circumstances shall be considered to have been made during the **Policy Period** or Extended Reporting Period in which the circumstances were first reported to the **Insurer**.

(iii) Each **Insured** shall give to the **Insurer** such information and co-operation reasonably within the **Insured's** power to provide as the **Insurer** may reasonably require, including but not limited to a description of the **Claim**, **Potential Employment Claim** or potential **Third Party Claim** or circumstances, the nature of the alleged **Wrongful Act**, the nature of the alleged or potential loss, the names of actual or potential claimants, and the manner in which such **Insured** first became aware of the **Claim** or circumstances.

(iv) Solely with respect to **Crisis Expenses**, the **Insured** shall give to the **Insurer** written notice of any event for which **Crisis Expenses** may be incurred as soon as reasonably practicable. Such notice shall include a description of the event. The **Insurer** and its employees and representatives shall maintain as confidential and shall not disclose such information or otherwise use such information except as required in the **Insurer's** ordinary course of business.

(b) Solely with respect to the Employment Practices Liability **Coverage Section**: if during the **Policy Period** any **Insured**:

(i) becomes aware of a **Potential Employment Claim** or potential **Third Party Claim** and gives written notice of such **Potential Employment Claim** or potential **Third Party Claim** to the **Insurer** as soon as reasonably practicable during the **Policy Period**; and

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(ii) requests coverage for any **Employment Claim** or **Third Party Claim** subsequently resulting from such **Potential Employment Claim** or potential **Third Party Claim**,

then any **Employment Claim** or **Third Party Claim** subsequently arising from such **Potential Employment Claim** or potential **Third Party Claim** shall be deemed to have been first made against the **Insured** during the **Policy Period** in which the written notice was first given by an **Insured** to the **Insurer**.

(c) Solely with respect to any **Non-Liability Coverage Section**: reporting of a **Coverage Event** shall be in accordance with the applicable Discovery and Notice - Proof of Loss sections of each **Non-Liability Coverage Section**.

(d) Solely with respect to the **Combined Coverage Section:** reporting of a **Claim** shall be in line with the applicable Notification section of the **Combined Coverage Section**.

8. Notice

Any notice to the **Insurer** with respect to any **Coverage Section** shall specify the **Coverage Section(s)** under which the notice is being given and shall be treated as notice under only the **Coverage Section(s)** specified.

All notices to the **Insurer** under this **Policy** shall be given in writing addressed to:

Chubb Insurance Australia Limited
ABN: 23 001 642 020 AFSL: 239687

Grosvenor Place
Level 38, 225 George Street
Sydney NSW 2000
O +61 2 9335 3200
F +61 2 9335 3411
www.chubb.com/au

Email: aus.financiallinesclaims@chubb.com

Any such notice shall be effective on the date of receipt by the **Insurer** at such address.

9. Defence

(a) Solely with respect to any **Liability Coverage Section** or **Combined Coverage Section**:

(i) The **Insurer** shall have the right and duty to defend any **Claim** covered by this **Policy**. The **Insurer's** duty to defend any **Claim** shall cease upon exhaustion of the applicable Limit of Liability or it is determined that coverage is not available under the applicable **Liability Coverage Section** or **Combined Coverage Section**.

(ii) An **Insured** shall have the right to associate with the **Insurer** in the defence of any **Claim**, including but not limited to negotiating a settlement, subject to the provisions of this section.

(iii) The **Insurer** may make any investigation it deems necessary and may, with the consent of the **Insured**, make any settlement of any **Claim** it deems expedient. The **Insured** shall act in good faith and shall not unreasonably withhold consent to any proposed settlement acceptable to the claimant. If such **Insured** withholds consent to any settlement acceptable to the claimant in accordance with the **Insurer's** recommendation, then the **Insurer's** liability for all **Loss** on account of such **Claim** shall not exceed the amount for which the **Insurer** could have settled such **Claim** plus costs, charges and expenses accrued as of the date such settlement was proposed in writing by the **Insurer** to such **Insured**.

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(iv) Each **Insured** agrees not to settle, or convey any offer of settlement to any claimant with regard to, any **Claim**, incur any **Defence Costs** or otherwise assume any contractual obligation or admit any liability with respect to any **Claim** without the **Insurer's** prior written consent, which shall not be unreasonably withheld or delayed. The **Insurer** shall not be liable for any **Defence Costs**, any other element of **Loss** incurred, any obligation assumed or any admission made by any **Insured** without the **Insurer's** prior written consent, which shall not be unreasonably withheld or delayed. A **Pre-Investigation** shall not constitute an admission of liability.

(v) The **Insurer** will have no obligation to pay **Loss**, including **Defence Costs**, or to defend or continue to defend any **Claim** after the applicable Limit of Liability with respect to such **Claim** has been exhausted by the payment of **Loss** or it is determined that coverage is not available under the applicable **Liability Coverage Section**. If the Limit of Liability is exhausted by the payment of **Loss** prior to the expiration of this **Policy**, then the **Policy** premium will be deemed fully earned.

(b) With respect to all **Coverage Sections**:

(i) Each **Insured** agrees to provide the **Insurer** with all information, assistance and co-operation that is reasonably within the **Insured's** power to provide which the **Insurer** reasonably requires including, without limitation, for the purposes of any investigation the **Insurer** reasonably makes.

(ii) Each **Insured** agrees that such **Insured** will take significant care to avoid any act or failure to act that may prejudice the **Insurer's** position or its potential or actual rights of recovery.

10. Allocation

In the event of:

(a) a **Claim** against an **Insured** which is not wholly covered by this **Policy**; and/or

(b) a **Claim** against an **Insured** being also made against any party who is not an **Insured**,

the **Insurer** and the **Insured** shall then use their best endeavours to determine a reasonable allocation of **Loss** that is covered under this **Policy** and loss that is not covered on the basis of the relative legal and financial exposures.

11. Acquisition or Creation of Another Organisation

(a) If an **Organisation** during the **Policy Period**:

(i) acquires securities or voting rights in another organisation or creates another organisation which as a result of such acquisition or creation becomes a **Subsidiary**; or

(ii) acquires any organisation by merger into or consolidation with itself such that the **Organisation** is the holding company,

then such other organisation and the **Insureds** in relation to such acquired or created organisation shall be **Insureds** under this **Policy**:

(A) solely for **Wrongful Acts** occurring after the effective date of such acquisition or creation, with respect to all **Liability Coverage Sections** or the **Combined Coverage Sections**; or

(B) solely for loss sustained after the effective date of such acquisition or creation, with respect to all **Non-Liability Coverage Sections**.

(b) However, if such acquired or created organisation:

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(i) has total consolidated assets that increase the total consolidated assets of the **Organisation** by more than twenty-five percent (25%) as reflected in the most recent audited, consolidated financial statements of the **Organisation** and, in the case of such acquisition, the acquired organisation; or

(ii) is located, incorporated, domiciled or operates in, or has securities listed on any exchange in the **U.S.A**,

then the **Company** shall give written notice of such acquisition or creation to the **Insurer** as soon as practicable, but in no event later than sixty (60) days after the date of such acquisition or creation, together with such information as the **Insurer** may reasonably require. If the **Company** fails to give such notice within the time specified in the preceding sentence, coverage for such acquired or created organisation and the **Insured Persons** in relation to such acquired or created organisation shall terminate with respect to **Claims** first made more than sixty (60) days after such acquisition or creation. In the event of such acquisition or creation, the **Insurer** shall have the right to amend the terms of this **Policy** including charging an additional premium, provided the **Insurer** notifies the **Insured** of the amended terms and provides a reasonable opportunity to negotiate.

(c) The **Insurer** may agree, after presentation of a complete **Proposal**, to provide cover for **Wrongful Acts** occurring or loss sustained prior to such acquisition or creation and shall have the right to amend the terms of this **Policy** including charging an additional premium, provided the **Insurer** notifies the **Insured** of the amended terms and provides a reasonable opportunity to negotiate.

12. Cessation of Subsidiaries

If any organisation ceases to be a **Subsidiary**, before or after the inception date of this **Policy**, then with respect to any:

(a) **Liability Coverage Section**: coverage under this **Policy** shall continue for such **Subsidiary** and the **Insureds** in relation to such **Subsidiary** until termination, or any renewal of this **Policy**, but solely for **Claims** for **Wrongful Acts** occurring prior to the effective date of such cessation; or

(b) **Non-Liability Coverage Section**: such **Subsidiary** and the **Insureds** in relation to such **Subsidiary** cease to be **Insureds** as of the effective date of such cessation, and coverage under this **Policy** shall apply as provided in such **Non-Liability Coverage Section**.

(c) **Combined Coverage Section:** coverage under this **Policy** shall continue for such **Subsidiary** and its **Insured Persons**, but:

(i) only for **Privacy and Network Security Wrongful Acts** and **Media Wrongful Acts** that occur after the **Retroactive Date** and while the entity was a **Subsidiary**; and

(ii) only for **Cyber Incidents**, **Business Interruption Incidents** and **Cyber Extortion Events** discovered by any **Control Group** member while the entity was a **Subsidiary**.

13. Conversion & Termination of Coverage on Change of Control

If, during the **Policy Period**, an **Event** occurs, then coverage under this **Policy** shall, with respect to:

(a) any **Liability Coverage Section** or **Combined Coverage Section**: continue until the expiration of this **Policy**, but only with respect to **Claims** for **Wrongful Acts** occurring prior to, and **Formal Investigations** into conduct occurring prior to such **Event**; and

(b) the **Non-Liability Coverage Sections**: terminate.

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Where the **Organisation's** board of directors at the time of the **Event** remains in control after the **Event** for an interim period and then resign, coverage shall continue with respect to **Claims** for **Wrongful Acts** occurring prior to, and **Formal Investigations** into conduct occurring prior to, but will not extend to the period after, the resignation of such board.

The **Company** shall give written notice of such **Event** to the **Insurer** as soon as reasonably practicable, but in no event later than sixty (60) days, after the date of such **Event** together with such information as the **Insurer** may reasonably require. Upon receipt of such notice and information and at the request of the **Company**, the **Insurer** may provide to the **Company** a quotation for an extension of coverage for a period of up to eighty-four (84) months for **Claims** for **Wrongful Acts** occurring prior to and **Formal Investigations** into conduct occurring prior to, such **Event**. Any coverage extension pursuant to such quotation shall be subject to such additional or different terms and conditions and limitation of coverage and the payment of such additional premium as the **Insurer**, in its sole discretion, may require. Payment of the additional premium due for any coverage extension purchased under this section must be received by the **Insurer** within thirty (30) days following the acceptance by the **Company** of a quotation by the **Insurer**.

If an extension of cover is purchased pursuant to this section, then the entire premium paid shall be deemed fully earned as of the coverage extension and such extension cannot be cancelled or amended by the **Insureds** or the **Insurer**.

14. Non-Avoidance

With respect to the **Liability Coverage Sections** and **the Combined Coverage Sections**, the **Proposal** shall be construed as a separate proposal for coverage for each **Insured**. No statement, representation or information provided in the **Proposal** by an **Insured** or knowledge possessed by such **Insured** shall be imputed to any other **Insured** for the purpose of determining if coverage is available under the relevant **Coverage Section**.

The **Insurer** shall not avoid the relevant **Coverage Section** with respect to any **Insured**.

In the event of fraudulent misrepresentation or fraudulent non-disclosure at the time the relevant **Coverage Section** was entered into:

(a) by an **Insured Person**; or

(b) with respect to any **Claim** under Insuring Clause 1.4 (Organisation Liability Coverage) of the Directors and Officers Liability **Coverage Section**, any other **Liability Coverage Sections**, or the **Combined Coverage Section**, by any chairman, managing director, chief executive officer, chief operating officer, chief financial officer, or the holder of any equivalent position in any jurisdiction of an **Organisation**,

then the **Insurer** shall have the rights available to it, which includes the right to avoid the contract, in accordance with section 28 of the Insurance Contracts Act 1984 (Cth), as amended, with respect to any **Loss** on account of a **Claim** made against such **Insured** based upon, arising from or attributable to the fraudulent misrepresentation or fraudulent non-disclosure.

In the event of misrepresentation or non-disclosure, other than fraudulent misrepresentation or non-disclosure, the **Insurer** waives all rights available to it pursuant to section 28(3) of the Insurance Contracts Act 1984 (Cth), as amended.

15. Valuation and Foreign Currency

All premiums, limits, deductibles, **Loss** and other amounts under this **Policy** are expressed and payable in Australian currency. If judgment is rendered, settlement is denominated, or any element of **Loss** is stated in a currency other than Australian dollars, then payment under this **Policy** shall be made in Australian dollars at the

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mid-rate of exchange published in the currency conversion website, Oanda.com, or if it is no longer current, a reputable currency conversion website agreed to by the **Insurer** and relevant **Insured**, on the date the final judgment is reached, the amount of the settlement is agreed upon or any element of **Loss** is due, respectively.

16. Subrogation

In the event of any payment under this **Policy**, the **Insurer** shall be subrogated to the extent of such payment to all the **Insured's** rights of recovery, and such **Insured** shall execute all papers required and shall do everything reasonably within its power to secure and preserve such rights, including the execution of such documents necessary to enable the **Insurer** effectively to bring suit in the name of such **Insured**.

17. Recoveries

Solely with respect to all **Non-Liability Coverage Sections**: recoveries with respect to any loss, whether effected by the **Insurer**, the **Company** or any **Organisation**, less the cost of recovery, shall be distributed as follows:

(a) first, to the **Company** for the amount of such loss, otherwise covered, in excess of the Limit of Liability;

(b) second, to the **Insurer** for the amount of such loss paid to the **Company** as covered loss;

(c) third, to the **Company** for the Deductible Amount applicable to such loss; and

(d) fourth, to the **Company** for the amount of such loss excluded under this **Coverage Section**.

Recovery by the **Insurer** from reinsurance or indemnity shall not be deemed a recovery under this **Policy**.

18. Authorisation

By acceptance of this **Policy**, the **Company** agrees to be the sole agent of and act on behalf of each **Insured** with respect to the giving and receiving of notice of **Claim** or termination, the payment of premiums and the receiving of any return premiums that may become due under this **Policy**, the negotiation, agreement to and acceptance of endorsements, and the giving or receiving of any notice provided for in this **Policy** (except the giving of notice to apply for the Extended Reporting Period), the adjustment of loss amounts and the receipt of payment of loss. The **Company** agrees that it shall be responsible for the application of any such payment as provided in this **Policy**. Each **Insured** agrees that the **Company** shall act on their behalf with respect to all such matters.

19. Alteration and Assignment

No change in, modification of, or assignment of interest under this **Policy** shall be effective except when made by a written endorsement to this **Policy** which is signed by an authorised employee of the **Insurer**.

20. Termination of Policy

This **Policy** shall terminate at the earliest of the following times:

(a) thirty (30) days after the receipt by the **Company** of a written notice of termination from the **Insurer** in accordance with the Insurance Contracts Act 1984 (Cth), as amended, except in the case of termination for non-payment of premium, in which case it will be fourteen (14) days after receipt of a prior written notice or, if a later time is specified in such notice, at such later time;

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(b) upon the receipt by the **Insurer** of written notice of termination from the **Company**. However, this **Policy** may not be terminated by the **Company** after the effective date of any **Event** described in Section 13. (Conversion of Coverage);

(c) upon expiration of the **Policy Period** shown in Item 2. of the Declarations; or

(d) at such other time as may be agreed upon in writing by the **Insurer** and the **Company**.

The **Insurer** shall refund the unearned premium computed at customary short rates if this **Policy** is terminated by the **Company**. Under any other circumstances the refund shall be computed pro-rata. Payment or tender of any unearned premium by the **Insurer** shall not be a condition to the effectiveness of a notice of termination, but such payment shall be made promptly.

If an Extended Reporting Period is elected, then it cannot be cancelled by the **Insured** or the **Insurer**, unless it is automatically cancelled in line with last paragraph of Section 4. (Bilateral Extended Reporting Period) of the General Terms and Conditions.

21. Bankruptcy

The bankruptcy, winding up, receivership or insolvency of an **Insured** or the estate of an **Insured** shall not relieve the **Insurer** of its obligations nor deprive the **Insurer** of its rights under this **Policy**.

22. Policy Construction

In this **Policy**:

(a) the title and any headings or sub-headings are solely for convenience and form no part of the terms and conditions of coverage;

(b) the Declarations of these General Terms and Conditions and the Schedule of each **Coverage Section** are part of and form an integral part of this **Policy**;

(c) references to a section refer to a section in the General Terms and Conditions or the relevant **Coverage Section**, and references to a Schedule refers to the Schedule of the relevant **Coverage Section**;

(d) the singular includes the plural and the plural includes the singular, unless otherwise indicated; and

(e) a reference to this **Policy** includes these General Terms and Conditions and each **Coverage Section** unless otherwise indicated.

23. Other Insurance

To the extent that any **Loss** is insured under:

(a) those policies listed in the **Proposal**; or

(b) any other policy,

then to the extent to which it is permitted by the Insurance Contracts Act 1984 (Cth), as amended, coverage is only provided under this **Policy** subject to its terms and conditions for such **Loss** in excess of the coverage provided by any of the policies referred to in (a) or (b) above. The **Insured** agrees to provide the **Insurer** with all details of any excess policies effected once such details become known to them.

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If the **Insurer** or any of its subsidiaries or affiliated companies makes payment under a policy or coverage section referred to in (a) or (b) above on account of any **Claim** also covered under this **Policy**, the Limit of Liability for this **Policy** with respect to such **Claim** shall be reduced by the amount of such payment.

The **Insurer's** liability under the Kidnap, Ransom and Extortion **Coverage Section** for any loss of personal assets covered under Section 4.4 (Personal Assets) of that **Coverage Section**, other than a loss sustained by an **Employee**, shall be reduced by any amount paid or payable on account of such loss under such other insurance issued by the **Insurer** or any of its subsidiaries or affiliated companies.

24. Conformance with Local Laws

The provisions of this **Policy** shall be read subject to any laws governing the construction of this **Policy**. If any provision of this **Policy** is inconsistent with such laws then:

(a) where such provision can be read so as to give it a valid and enforceable operation of a partial nature it shall be read to the extent necessary to achieve that result; and

(b) in any other case such provision shall be severed from this **Policy** in which event the remaining provisions shall operate as if the severed provision had not been included.

25. G.S.T - Basis of Settlement

If any **Insured** is entitled to an input tax credit for the premium paid in consideration of the **Insurer's** issuance of this **Policy**, then such **Insured** must inform the **Insurer** of the extent of that entitlement at or before the time a **Claim** is made under this **Policy**. The **Insurer** shall not be liable for **Loss** based upon, arising from, or attributable to any **Insured's** misstatement of, or failure to inform the **Insurer** of, the extent of its entitlement to an input tax credit for the premium.

The Deductible Amount borne by the **Insured** under this **Policy** shall be net of any input tax credit that is or may be available in connection with the **Insured's** payment of loss falling within such Deductible Amount.

26. Confidentiality

It is a condition of this **Policy** that each **Insured** and/or persons at their direction or on their behalf shall not disclose the existence of this **Policy**, its Limits of Liability, the nature of the liability indemnified, or the premium payable under it to any third party except to the extent:

(a) they are required by law to do so; or

(b) the **Insurer** consents, in writing, with such consent not to be unreasonably withheld or delayed, to such disclosure.

27. Continuity of Cover

Solely with respect to any **Liability Coverage Section**, despite the Pending or Prior Litigation Exclusion found in each **Liability Coverage Section**, coverage is provided for **Claims** or circumstances which could or should have been notified under any policy or coverage section of which this **Policy** is a renewal or replacement or which it may succeed in time provided always that:

(a) the **Claim** or circumstance could reasonably and should reasonably have been notified after the Pending or Prior Litigation Date shown in the Schedule of the relevant **Coverage Section**;

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(b) the **Insurer** has continued to be the insurer under such previous policy or coverage section without interruption; and

(c) the cover provided by this section shall be in accordance with all the terms and conditions (including for the avoidance of doubt, the limit of liability and deductible amounts) of the policy or coverage section under which the **Claim** or circumstance could and should have been notified.

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Forefront Portfolio Insurance Policy

Directors and Officers Liability Coverage Section

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Forefront Portfolio Insurance Policy - Directors and Officers Liability Coverage Section Schedule

No.	Title	Description	
Item 1.	Aggregate Limit of Liability for this **Coverage Section**	Directors and Officers Liability **Coverage Section**	$5,000,000
	Insuring Clause Limit of Liability	D&O Liability Coverage	$5,000,000
		Organisation Reimbursement Coverage	$5,000,000
		Legal Representation Expenses	$5,000,000
		Organisation Liability Coverage	$5,000,000
Item 2.	Sub-limits of Liability	**Fines and Penalties**	$1,000,000
		Occupational Health and Safety Costs or Expenses	$500,000
		Pollution Defence Costs	$1,000,000
		Crisis Expenses	$100,000
		Prosecution and Reputation Protection Costs	$100,000
		Insured Person's Tax Liability and/or **Superannuation Liability**	$100,000
		Tax Investigation and Audit Expenses	$50,000
		Attendance Compensation	$100,000
		Pre-Investigation Costs	$100,000
		Deprivation of Assets Expenses	$100,000
		Pension Administration Liability	$500,000
		Dedicated Additional Limit of Liability for **Directors** or **Officers**	$1,000,000
Item 3.	Deductible Amount	D&O Liability Coverage	Nil
		Organisation Reimbursement Coverage	$10,000
		Legal Representation Expenses	$10,000
		Organisation Liability Coverage	$10,000
		Fines and Penalties	As per relevant insuring clause
		Occupational Health and Safety Costs or Expenses	$15,000
		Pollution Defence Costs	As per relevant insuring clause
		Crisis Expenses	Nil

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No.	Title	Description	
Item 3. (cont.)		**Prosecution and Reputation Protection Costs**	Nil
		Insured Person's Tax Liability and/or **Superannuation Liability**	$10,000
		Pension Administration Liability	$10,000
		Tax Investigation and Audit Expenses	$10,000
		Attendance Compensation	$10,000
		Pre-Investigation Costs	$10,000
		Deprivation of Assets Expenses	$10,000
Item 4.	Pending or Prior Litigation Date	D&O Liability Coverage	30-April-2025
		Organisation Reimbursement Coverage	30-April-2025
		Legal Representation Expenses	30-April-2025
		Organisation Liability Coverage	30-April-2025
Item 5.	Endorsement(s) Effective at Inception	3	

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Forefront Portfolio Insurance Policy - Directors and Officers Liability Coverage Section Endorsement(s)

Endorsement Number:	1
Policy Number:	AUML012971
Company:	Latrobe Village Services Association Inc
Effective Date:	30-April-2026

Professional Services Exclusion - Absolute

This endorsement varies the standard terms of your policy. It may expand, reduce, or impose additional conditions on your cover as set out in the standard policy terms and should be read carefully.

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

It is agreed that Section 4. Exclusions, A. Exclusions Applicable to All Insuring Clauses, is amended by deleting Exclusion 4.A.4 (Professional Services), in its entirety and replacing it with the following:

4.A.4 Professional Services

based upon, arising from or attributable to any actual or alleged act or failure to act, including but not limited to any error, misstatement, misleading statement, neglect, or breach of duty committed, attempted or allegedly committed or attempted in the rendering of, or actual or alleged failure to render any professional services to a third party.

In all other respects this **Policy** remains unaltered.

This Endorsement has been signed by or on behalf of Chubb Insurance Australia Limited this 24th day of April 2026.

Authorised Employee:

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Endorsement Number:	2
Policy Number:	AUML012971
Company:	Latrobe Village Services Association Inc
Effective Date:	30-April-2026

Molestation Exclusion - Absolute

This endorsement varies the standard terms of your policy. It may expand, reduce, or impose additional conditions on your cover as set out in the standard policy terms and should be read carefully.

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

It is agreed that Section 4. Exclusions, A. Exclusions Applicable to All Insuring Clauses, is amended by adding the following:

Molestation

based upon, arising from or attributable to any actual or alleged molestation or physical or psychological interference with or abuse of any person, including but not limited to permitting or failing to prevent such an act from occurring.

In all other respects this **Policy** remains unaltered.

This Endorsement has been signed by or on behalf of Chubb Insurance Australia Limited this 24th day of April 2026.

Authorised Employee:

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Endorsement Number:	
Policy Number:	AUML012971
Company:	Latrobe Village Services Association Inc
Effective Date:	

Communicable Disease Endorsement – Failure to Follow Protocols

This endorsement varies the standard terms of your policy. It may expand, reduce, or impose additional conditions on your cover as set out in the standard policy terms and should be read carefully.

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

It is agreed that:

1. Section 4, Exclusions, A. Exclusions Applicable to All Insuring Clauses, is amended by adding the following:

   based upon, arising from or in consequence of:

   (a) the **Insured's** failure to take reasonable steps to observe and comply with applicable laws, governmental rules and official guidelines concerning:

      (i) an actual or suspected outbreak of a **Communicable Disease**; or

      (ii) the threat or fear of a **Communicable Disease** (whether actual or perceived); or

   (b) the **Insured's** actual or alleged:

      (i) failure to reasonably assess and address (including making any necessary disclosures) on an ongoing basis; or

      (ii) provision of false and misleading statements in relation to; or

      (iii) failure to take reasonable steps to mitigate,

   the risk a **Communicable Disease** poses to the **Insured's** business, employees, suppliers, clients, customers or to the **Insured's** financial performance.

2. Section 3, Definitions, is amended by adding the following:

   Communicable Disease means any:

   (a) Coronavirus and any strain of Coronavirus or its sequalae; or

   (b) Atypical Pneumonia or any strain of such atypical pneumonia.

In all other respects this **Policy** remains unaltered.

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This Endorsement has been signed by or on behalf of Chubb Insurance Australia Limited this day of .

Authorised Employee:

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Forefront Portfolio Insurance Policy - Directors and Officers Liability Coverage Section Wording

In consideration of payment of the premium and subject to the terms and conditions of this **Policy**, the **Insurer** and the **Insured** agree as follows:

1. Insuring Clauses

1.1 D&O Liability Coverage

The **Insurer** shall pay, on behalf of each **Insured Person**, **Loss** for which the **Insured Person** is not indemnified by an **Organisation** on account of any **D&O Claim** first made during the **Policy Period**, or, if exercised, during the Extended Reporting Period, for a **Wrongful Act** occurring before or during the **Policy Period**.

1.2 Organisation Reimbursement Coverage

The **Insurer** shall pay, on behalf of an **Organisation**, **Loss** for which the **Organisation** grants indemnification to each **Insured Person**, as permitted or required by law, on account of any **D&O Claim** first made during the **Policy Period**, or, if exercised, during the Extended Reporting Period, for a **Wrongful Act** occurring before or during the **Policy Period**.

1.3 Legal Representation Expenses

The **Insurer** shall pay, on behalf of each **Insured Person**, **Legal Representation Expenses** on account of any **Formal Investigation** identifying such **Insured Person** in writing and notified to such **Insured Person** or the **Organisation** during the **Policy Period**, or, if exercised, during the Extended Reporting Period.

1.4 Organisation Liability Coverage

The **Insurer** shall pay on behalf of an **Organisation**, **Loss** on account of any **Organisation Claim** first made during the **Policy Period**, or, if exercised, during the Extended Reporting Period, for a **Wrongful Act** occurring before or during the **Policy Period**.

2. Extensions

Cover as set forth in the Extensions below is subject to all the provisions of this **Coverage Section** unless stated otherwise.

2.1 Advancement of Costs and Expenses

The **Insurer** shall, prior to the final disposition of any **D&O Claim** or **Organisation Claim**, pay in advance to the **Insured Defence Costs**, **Legal Representation Expenses**, **Prosecution and Reputation Protection Costs** or **Crisis Expenses** within thirty (30) days of receipt of an invoice for same.

Any **Defence Costs**, **Legal Representation Expenses**, **Prosecution and Reputation Protection Costs** or **Crisis Expenses** paid in advance to the **Insured** shall be repaid to the **Insurer** by the **Insureds**, severally according to their respective interests, if and to the extent it is determined that such **Defence Costs**, **Legal Representation Expenses**, **Prosecution and Reputation Protection Costs** or **Crisis Expenses** are not insured under this **Coverage Section**.

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2.2 Fines and Penalties

Coverage shall extend to **Fines and Penalties** up to the amount of the Sub-limit of Liability shown in Item 2. of the Schedule on account of any **D&O Claim**. The **Insurer's** maximum liability under this Extension shall not exceed the Sub-limit of Liability shown in Item 2. of the Schedule.

2.3 Outside Directorship

Coverage shall extend to any **D&O Claim** on account of an **Outside Directorship**.

Coverage for any **Outside Entity** shall:

(a) not be available to the **Outside Entity** in which such **Outside Directorship** is held or to any of the other directors, officers or employees of such **Outside Entity**; or

(b) be specifically excess of:

(i) coverage under any policies listed in the **Proposal** or any endorsement for the **Outside Entity**;

(ii) coverage under any other policy entered into by an **Insured** or under which any **Insured Person** is a beneficiary, including but not limited to a policy of insurance entered into by an **Outside Entity**; and

(ii) any indemnity available from the **Outside Entity** to such **Insured Person** by reason of serving in such **Outside Directorship**. The **Company** agrees to provide the **Insurer** with details of any policies, to the extent such details are available to them, for the **Outside Entity** once they become known to them.

If an **Organisation** is permitted or required by law to indemnify, or not prevented by law from indemnifying an **Insured Person** for **Loss** on account of a **D&O Claim** made against an **Insured Person** who serves in an **Outside Directorship** but fails or refuses, other than for reason of **Financial Impairment**, to so indemnify such **Insured Person** then the **Insurer** shall pay such **Loss** on behalf of such **Insured Person** subject to all the Exclusions of this **Coverage Section**. In such event the applicable Deductible Amount shown in Item 3. of the Schedule shall be paid by the **Organisation** to the **Insurer**. No Deductible Amount shall apply in the event of **Financial Impairment**.

If during the **Policy Period** coverage is sought for any **Outside Directorship** that is not an **Outside Entity** such coverage shall apply to such **Outside Directorship** for a period of ninety (90) days from the date of commencement of such **Outside Directorship**. Coverage for such **Outside Directorship** shall terminate ninety (90) days after the date of commencement of such **Outside Directorship** unless the **Insurer** accepts in writing such **Outside Directorship**. Coverage for any additional **Outside Directorship** that is not an **Outside Entity** is subject to all limitations, conditions, provisions and other terms of this **Coverage Section**.

If any **D&O Claim** made against an **Insured Person** due to an **Outside Directorship** is insured under any other policy issued by the **Insurer**, its parent, a subsidiary or affiliate, then payment under such policy on account of any **D&O Claim** also covered under this **Coverage Section** shall reduce by the amount of the payment, the **Insurer's** Limit of Liability under this **Policy** with respect to such **D&O Claim**.

For the avoidance of doubt and subject to the other terms and conditions of this **Policy**, coverage under Insuring Clause 1.3 (Legal Representation Expenses), is extended to cover **Loss** on account of a **D&O Claim** arising out of an **Outside Directorship**.

2.4 Occupational Health and Safety Costs or Expenses

Despite Exclusion 4.A.3 (Bodily Injury/Property Damage), coverage shall extend to **Defence Costs**, **Prosecution and Reputation Protection Costs** or **Crisis Expenses** on account of any **D&O Claim**, any **Organisation Claim** or **Legal Representation Expenses** in connection with an alleged violation or breach of an occupational

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health and safety law, including but not limited to any applicable workplace death, corporate manslaughter or industrial manslaughter law anywhere in the world. The **Insurer's** maximum liability under this Extension shall not exceed the Sub-limit of Liability shown in Item 2. of the Schedule. No Deductible Amount applies to this Extension where an **Organisation** is unable to indemnify an **Insured Person** due to:

(a) legal prohibition;

(b) a prohibition in the articles of association, charter, by-laws, contract or similar documents of such **Organisation**; or

(c) insolvency under the Corporations Act 2001 (Cth) or the equivalent law in any foreign jurisdiction.

2.5 Pollution Defence Costs

Despite Exclusion 4.A.6 (Pollution), coverage shall extend to **Defence Costs** on account of any **D&O Claim** in respect of **Pollution** up to the amount of the Sub-limit of Liability shown in Item 2. of the Schedule, provided such **D&O Claim** is brought and maintained entirely outside the **U.S.A**.

2.6 Retired Directors or Officers

If this **Coverage Section** is terminated or not renewed by either the **Insurer** or the **Company** for any reason, other than non-payment of premium, and provided that no **Event** or **Financial Impairment** has occurred, **Retired Directors or Officers** shall have the right to an Extended Reporting Period of eighty-four (84) months within which to report any **D&O Claim** that is first made during such eighty-four (84) month period but only to the extent such **D&O Claim** is for **Wrongful Acts** occurring prior to, and **Formal Investigations** into conduct occurring prior to the effective date of termination or non-renewal. Any **D&O Claim** made during the Extended Reporting Period shall be deemed to have been made during the immediately preceding **Policy Period**. There is no additional premium payable for such Extended Reporting Period in respect of any **Retired Directors or Officers**.

2.7 Dedicated Additional Limit of Liability for Directors or Officers

Despite anything to the contrary in Section 5. (Limit of Liability), of the General Terms and Conditions (but otherwise subject to all applicable terms and conditions), the **Insurer** shall pay under this Extension only, on behalf of any **Director** or **Officer**, **Loss** for which such **Director** or **Officer** is not indemnified by an **Organisation**, on account of any **D&O Claim** first made during the **Policy Period**, or, if exercised, during the Extended Reporting Period, for a **Wrongful Act** occurring and a **Formal Investigation** into conduct occurring before or during the **Policy Period**.

The **Insurer's** maximum liability under this Extension shall not exceed the Sub-limit of Liability shown in Item 2. of the Schedule, inclusive of all **Loss** in respect of all **D&O Claims** against all **Directors** or **Officers**. The Sub-limit of Liability shown in Item 2. of the Schedule is in addition to and does not reduce the Limit of Liability shown in Item 1. of the Schedule.

The Dedicated Additional Limit of Liability for **Directors** or **Officers** shall be excess of the Limit of Liability for this **Coverage Section** shown in Item 1. of the Schedule and excess of any insurance available that is specifically excess of this **Coverage Section**. The Limit of Liability for this **Coverage Section** and any excess insurance must be completely exhausted by the payment of loss, damages or defence costs under such **Coverage Section** or excess insurance before the **Insurer** shall have any obligation to make payment on account of the Dedicated Additional Limit of Liability for **Directors** or **Officers**. The **Insured** agrees to provide the **Insurer** details of any excess policies effected, to the extent such details are available to them, once they become known to them. No Deductible Amount applies to this Extension.

2.8. Emergency Costs and Expenses

If, because of an emergency, the **Insurer's** prior written consent, which shall not be unreasonably withheld or delayed, to any **Defence Costs**, **Legal Representation Expenses**, **Prosecution and Reputation Protection**

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Costs or **Crisis Expenses** cannot be requested, such **Defence Costs, Legal Representation Expenses, Prosecution and Reputation Protection Costs** or **Crisis Expenses** can be incurred without that consent for a period of thirty (30) days immediately following the date on which the **D&O Claim** was first made or the event for which **Crisis Expenses** may be incurred.

2.9 Crisis Expenses

Coverage shall extend to **Crisis Expenses** up to the amount of the Sub-limit of Liability shown in Item 2. of the Schedule. No Deductible Amount applies to this Extension.

The **Insurer** shall not be liable for any **Crisis Expenses** incurred prior to, or more than one hundred and eighty (180) days after the date written notice of any event for which such **Crisis Expenses** may be incurred is first given to the **Insurer**.

2.10 Prosecution and Reputation Protection Costs

Coverage shall extend to **Prosecution and Reputation Protection Costs** up to the amount of the Sub-limit of Liability shown in Item 2. of the Schedule. No Deductible Amount applies to this Extension.

2.11 Insured Person's Tax Liability and/or Superannuation Liability

Coverage shall extend to **Tax Liability** and/or **Superannuation Liability** for which the **Insured Person** is not **Indemnifiable** by an **Organisation** on account of any **D&O Claim** up to the amount of the Sub-limit of Liability shown in Item 2. of the Schedule.

2.12 Tax Investigation and Audit Expenses

Coverage shall extend to any **Tax Investigation and Audit Expenses** on account of any **Organisation Claim** first made during the **Policy Period** up to the amount of the Sub-limit of Liability shown in Item 2. of the Schedule.

2.13 Compensation for Court Attendance and Staff Disruption

Coverage shall extend to **Attendance Compensation** on account of any **Attendance** of an **Insured Person** during the **Policy Period**, up to the amount of the Sub-limit of Liability shown in Item 2. of the Schedule.

2.14 Pre-Investigation Costs

Coverage shall extend to the reasonable fees, costs and expenses of an **Insured Person** (but not including any remuneration, cost of their time or costs or overheads of any **Organisation**) incurred directly with respect to:

(a) any **Pre-Investigation**; and

(b) preparing any written notice or reports to any official body in connection with any **Pre-Investigation**,

up to the amount of the Sub-limit of Liability shown in Item 2. of the Schedule.

2.15 Deprivation of Assets Expenses

Coverage shall extend to **Deprivation of Assets Expenses** incurred on account of any **D&O Claim** or **Formal Investigation** first made during the **Policy Period**. The **Insurer's** maximum liability under this Extension shall not exceed the Sub-limit of Liability shown in Item 2. of the Schedule, irrespective of the number of claims under this **Policy**, the amount claimed or the number of **Insureds** who claim.

2.16 Pension Administration Liability

Coverage shall extend to **Pension Administration Liability** on account of any **Organisation Claim** first made during the **Policy Period** up to the amount of the Sub-limit of Liability shown in Item 2. of the Schedule.

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2.17 Estate, Heirs, Legal Representatives, Assigns, Spouse and/or Domestic Partners

All provisions of this **Coverage Section**, including without limitation the Deductible Amounts, that are applicable to **Loss** incurred by the **Insured Person** shall also apply to loss incurred by the estate, heirs, legal representatives, assigns, spouse and/or **Domestic Partner** of such **Insured Person**.

3. Definitions

When used in bold type in this **Coverage Section**:

3.1 **Attendance** means the attendance of:

(a) an **Insured Person** at a court hearing, arbitration, mediation, conciliation or alternative dispute resolution proceeding or **Formal Investigation** as a witness;

(b) an **Insured Person** at an interview in the presence of a lawyer conducting the defence of any **Claim** for the purpose of composing a witness statement;

(c) an **Insured Person** at a conference or consultation with a barrister for the purpose of preparation in relation to any **Claim**; and

(d) one (1) **Insured Person** for all **Organisations** per day at a court hearing, arbitration, mediation, conciliation or alternative dispute resolution proceeding or **Formal Investigation** as an observer,

where the attendance is in connection with a **Claim**.

3.2 **Attendance Compensation** means the amount which the **Insurer** pays on behalf of an **Organisation** as shown in Item 2. of the Schedule.

3.3 **Claim** means for the purposes of coverage under:

(a) Insuring Clause 1.1 (D&O Liability Coverage) and 1.2 (Company Reimbursement Coverage): any **D&O Claim**;

(b) Insuring Clause 1.3 (Legal Representation Expenses): any **Formal Investigation**; and

(c) Insuring Clause 1.4 (Organisation Liability Coverage): any **Organisation Claim**.

3.4 **Crisis Expenses** means reasonable costs, charges, fees and expenses (other than regular or overtime wages, salaries or fees of **Insured Persons** or office overheads, travel costs unrelated to a **Claim** or other administration costs) incurred by an **Insured**, with the **Insurer's** prior written consent, which shall not be unreasonably withheld or delayed, in retaining the services of any public relations firm, crisis management firm or executive search firm to advise the **Insured** with respect to managing the public communication of and limiting the disruption to the **Organisation's** business due to:

(a) the announcement or commencement of any **Claim**; and/or

(b) the permanent disability, death, discharge or resignation (other than in accordance with a planned retirement) of a chairman, chief executive officer, chief financial officer, in-house general counsel, or the holder of any equivalent position in any jurisdiction, and any natural person for whom the **Organisation** maintains key person life insurance.

3.5 **D&O Claim** means, with respect to Insuring Clause 1.1 (D&O Liability Coverage) and 1.2 (Company Reimbursement Coverage) only:

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(a) a written demand for monetary damages, non-pecuniary relief or any request to waive or suspend a statute of limitations;

(b) a civil proceeding;

(c) an arbitration, mediation, conciliation or alternative dispute resolution proceeding;

(d) a criminal proceeding;

(e) a formal administrative or formal regulatory proceeding commenced by the filing of a notice of charges,

against any **Insured Person**, individually or otherwise, for a **Wrongful Act**, including any related appeal; or

(f) an **Extradition** proceeding.

3.6 **Defence Costs** means that part of **Loss** consisting of reasonable costs, charges, fees (including but not limited to legal counsels' fees and experts' fees) and expenses (other than regular or overtime wages, salaries or fees of **Insured Persons** or office overheads, travel costs unrelated to a **Claim** or other administration costs) incurred with the **Insurer's** prior written consent, which shall not be unreasonably withheld or delayed, in defending, investigating, settling or appealing any **Claim**. **Defence Costs** shall include:

(a) **Bail Bond and Civil Bond Expenses**;

(b) reasonable costs, charges or fees resulting from an **Insured Person** lawfully opposing, challenging, resisting or defending against any request for any effort to obtain the **Extradition** of such **Insured Person**; or appealing any order or other grant of **Extradition** of such **Insured Person**.

3.7 **Deprivation of Assets Expenses** means the payment directly to the provider of the following services in the event of an interim or interlocutory order confiscating, controlling, suspending or freezing rights of ownership of real property or personal assets of an **Insured Person** or creating a charge over real property or personal assets of the **Insured Person** during the **Policy Period**:

(a) schooling; or

(b) housing; or

(c) utilities; or

(d) personal insurances.

Such expenses will only be payable after the exhaustion of any personal allowance directed by a court to meet such payments. Such expenses are not payable within thirty (30) days following the event above, and only for a period of up to twelve (12) months.

3.8 **Employment Matter** means a **D&O Claim** for any actual or alleged wrongful or unfair, employment-related:

(a) discipline, dismissal, discharge or termination of employment;

(b) denial of natural justice; breach of any oral, written or implied employment contract;

(c) misrepresentation;

(d) unlawful discrimination;

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(e) unlawful harassment;

(f) sexual harassment;

(g) failure to employ or promote;

(h) deprivation of a career opportunity;

(i) failure to grant tenure;

(j) demotion;

(k) evaluation;

(l) invasion of privacy;

(m) defamation;

(n) misleading or deceptive conduct;

(o) bullying; or

(p) infliction of emotional distress.

3.9 **Extradition** means any formal process by which an **Insured Person** located in any country is surrendered to any other country for trial or otherwise to answer a criminal accusation.

3.10 **Fines and Penalties** means fines and penalties which are civil, strict or administrative and which are insurable as a matter of law and public policy in the jurisdiction in which the **Claim** giving rise to them is determined. **Fines and Penalties** do not include any **Tax Liability** and/or **Superannuation Liability**.

3.11 **Formal Investigation** means a formal investigation, examination or inquiry of an **Organisation**, an **Outside Entity** or **Insured Person** by an official person or body having legal authority to conduct such investigation, examination or inquiry of the business or activities of an **Organisation** or an **Outside Entity** or the conduct of an **Insured Person**, individually or otherwise in their **Insured Capacity**. For the sole purpose of giving effect to the terms of this **Policy** where the context requires, and subject always to their specific terms of cover. **Formal Investigation** shall also include a **Pre-Investigation**. **Formal Investigation** does not include any routine supervision, inspection, compliance or similar reviews of an **Insured** conducted by any person or body or any investigation of industry-wide violations rather than a specific investigation of an **Insured**.

3.12 **Fund** means any single employer superannuation or similar fund established for the benefit of any **Insured Person**. **Fund** does not include any industry or master superannuation funds, or any fund which is registered in the **U.S.A.**

3.13 **Indemnifiable** means not prevented:

(a) by law or **Financial Impairment**; or

(b) by an **Organisation's** constitution, memorandum or articles of association, by laws, shareholder resolutions or board or other governing body resolutions, from being indemnified or reimbursed by an **Organisation**.

3.14 **Insured** means:

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(a) with respect to any **Organisation Claim** or **Tax Audit Notice**: an **Organisation**; and

(b) with respect to any other **Claim**: an **Organisation** and/or any **Insured Person**.

3.15 **Insured Capacity** means the position or capacity designated in the definition of **Insured Person** held by any **Insured Person** but shall not include any position or capacity in any organisation other than the **Organisation**, even if such **Organisation** directed or requested the **Insured Person** to serve in such other position or capacity, other than an **Outside Directorship**.

3.16 **Insured Person** means ay natural person who was, now is or shall be:

(a) a **Director** or **Officer** of an **Organisation**;

(b) a full time, part-time, temporary, casual or seasonal employee or any volunteer of an **Organisation**;

(c) a trustee of an **Organisation**;

(d) a **Director** of a corporate trustee or policy committee member of any superannuation fund established for the benefit of employees of an **Organisation**; or

(e) a member of a committee established by or approved by the board of directors of an **Organisation** whether under statute or otherwise (provided that such **Organisation** grants indemnification to such person).

Insured Person shall not include an **External Administrator**.

3.17 **Legal Representation Expenses** means reasonable **Defence Costs** which an **Insured Person** incurs on account of the attendance and/or provision of documents or information by such **Insured Person** in an **Insured Capacity** at or to any **Formal Investigation** or on account of the preparation of such attendance or provision, which attendance and/or provision is required by the body instituting the **Formal Investigation**.

3.18 **Loss** means the amount which an **Insured** becomes legally obligated to pay on account of any covered **Claim** including, but not limited to:

(a) **Defence Costs**;

(b) **Legal Representation Expenses**;

(c) awards of damages or orders made by any court or tribunal to pay compensation including any statutory compensation orders;

(d) judgments;

(e) sums payable due to settlements to which the **Insurer** has consented;

(f) awards of claimant's costs;

(g) pre-judgment and post-judgment interest;

(h) punitive, exemplary, multiplied or aggravated damages or **Fines and Penalties** unless the **Insurer** is legally prohibited from paying such damages, fines or penalties in the jurisdiction in which the **Claim** is determined;

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(i) any amount in a settlement or judgment attributable to alleged violations of Section 11, 12, and 15 of the Securities Act of 1933, as amended, unless the **Insurer** is legally prohibited as a result of a court order from paying such amount in the jurisdiction in which the **Claim** is determined;

(j) **Tax Investigation and Audit Expenses**;

(k) **Prosecution and Reputation Protection Costs**;

(l) **Crisis Expenses** Despite that there is no allegation of a **Wrongful Act**;

(m) **Attendance Compensation**;

(n) **Pre-Investigation** provided in Extension 2.14 (Pre-Investigation Costs);

(o) **Deprivation of Assets Expenses**; and

(p) **Pension Administration Liability**.

However, **Loss** does not include:

(i) any amount for which an **Insured Person** is absolved from payment by reason of any covenant or agreement, other than indemnification of an **Insured Person** by an **Organisation**, or order or determination of a tribunal or court;

(ii) fines or penalties other than to the extent covered pursuant to paragraph (h) above;

(iii) taxes, other than Goods and Services Tax due under the A New Tax System (Goods and Services Tax) Act (Cth) 1999, as amended; and other than to the extent covered pursuant to Extension 2.11 (Insured Person's Tax Liability and/or Superannuation Liability) and paragraph (j) above;

(iv) liquidated damages;

(v) any costs incurred by an **Organisation** to comply with any order for injunctive or other non-pecuniary relief, or to comply with an agreement to provide such relief;

(vi) any amount not covered by this **Coverage Section** because of Section 10. (Allocation) of the General Terms and Conditions; or

(vii) any amount not insurable under the law pursuant to which this **Coverage Section** is construed.

3.19 **Organisation Claim** means:

(a) a written demand for monetary damages, non-pecuniary relief or any request to waive or suspend a statute of limitations;

(b) a civil proceeding;

(c) an arbitration, mediation, conciliation or alternative dispute resolution proceeding;

(d) a criminal proceeding;

(e) a formal administrative or formal regulatory proceeding commenced by the filing of a notice of charges, formal investigative order or similar document,

against an **Organisation** for a **Wrongful Act**, including any related appeal; or

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(f) a **Tax Audit Notice**.

3.20 **Outside Directorship** means the position of **Director**, **Officer**, trustee, governor, councillor, or the holder of an equivalent position in any jurisdiction, held by an **Insured Person** in an **Outside Entity** provided that such position is assumed and maintained with the knowledge and consent or at the request of the **Organisation**.

3.21 **Outside Entity** means any entity that is not an **Organisation. Outside Entity** also means any entity that is not an **Organisation** and which is a registered charity or a trade association or other non-profit organisation in Australia or an equivalent entity anywhere in the world.

Outside Entity does not include any entity which is:

(a) an **Organisation**;

(b) registered or approved for direct or indirect trading on a national securities exchange or over the counter trading system anywhere in the world;

(c) located, incorporated or domiciled or does not operate in the **U.S.A**; or

(d) an authorised deposit taking institution, finance company, leasing company, friendly society, life insurance company, general insurance company, reinsurance company, investment company, mutual fund, collective investment scheme, fund manager, investment adviser, responsible entity of a managed investment scheme, trustee company, money market corporation, investment bank or any broker or dealer in securities or commodities, mortgage broker, real estate agent, stock exchange, commodities exchange, futures exchange, custodian, clearing house, registrar, medical benefits association or hospital benefits association or organisations of a similar nature.

3.22 **Pension Administration Liability** means an **Organisation Claim** in connection with the operation, administration or sponsorship of any **Fund**.

3.23 **Personal Injury Wrongful Act** means any:

(a) false arrest, wrongful detention or imprisonment, malicious prosecution; or

(b) wrongful entry or eviction or other invasion of the right of privacy.

3.24 **Pre-Investigation** means:

(a) a raid or on-site visit to any **Organisation** or **Insured Person** by an official body first occurring during the **Policy Period** that involves the production, review, copying or confiscation of records or interviews of any **Insured Person**; or

(b) any formal notification by the **Organisation** or an **Insured Person** to any regulator first given during the **Policy Period**, where the **Organisation** reasonably considers that a material breach of the **Organisation's** or **Insured Person's** legal or regulatory duty has occurred or may occur; or

(c) any internal inquiry conducted by the **Organisation**.

3.25 **Prosecution and Reputation Protection Costs** means that part of **Loss** consisting of reasonable legal fees and related professional charges, arising from a **D&O Claim** first made during the **Policy Period** and incurred personally by an **Insured Person** after making reasonable attempts to obtain the prior consent of the **Insurer**, which shall not be unreasonably withheld or delayed, to bring legal proceedings to overturn:

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(a) an interim or interlocutory judicial order for the confiscation of, assumption of ownership and control of, or freezing of, any asset of such **Insured Person**;

(b) an interim or interlocutory judicial charging order over any asset of such **Insured Person**;

(c) an interim or interlocutory judicial order disqualifying such **Insured Person** from holding office or from managing a company; or

(d) a judicial order requiring such **Insured Person** to be confined to a specified domestic residence or held in custody pending trial of that **D&O Claim**.

Prosecution and Reputation Protection Costs shall include reasonable costs and charges incurred by an **Insured Person** in hiring a public relations firm to mitigate the effects of any published negative statements about such **Insured Person** made during the **Policy Period** by any government, regulatory, self-regulatory, professional, trade, statutory or official body or institution, including for the avoidance of doubt, a royal commission, commission of inquiry, judicial body or stock exchange that is empowered by law to investigate the affairs of any **Insured**.

3.26 **Retired Directors or Officers** means any **Insured Person** who has voluntarily ceased to act in their **Insured Capacity** prior to the expiry of the **Policy Period** for reasons other than disqualification from holding the office of director or from managing a company and other than due to an **Event** or **Financial Impairment**.

3.27 **Superannuation Liability** means a **D&O Claim** alleging that an **Insured Person** is personally liable for any unpaid superannuation guarantee charge due from an **Organisation**.

3.28 **Tax Agent** means any person who is not an **Insured Person** who is registered by the Australian Taxation Office as a tax agent and who is engaged by an **Organisation** to prepare, or supervise the preparation of, or review all returns and statements required by the Australian Taxation Office or any state or territory government tax collection authority in respect of such **Organisation's** liability to pay tax.

3.29 **Tax Investigation and Audit Expenses** means that part of **Loss** consisting of reasonable costs, charges or fees of a **Tax Agent** incurred in investigating any **Tax Audit Notice**.

3.30 **Tax Audit Notice** means any notification from the Australian Taxation Office or any state or territory government tax collection authority of an audit of, or investigation relating to, an **Organisation's** liability to pay tax. **Tax Audit Notice** does not include:

(a) comprehensive risk reviews or risk management assessments;

(b) specific risk reviews; or

(c) pre-lodgement compliance reviews.

3.31 **Tax Liability** means a **D&O Claim** alleging that an **Insured Person** is personally liable for the failure to pay tax due from an **Organisation** in connection with the bankruptcy, receivership, administration, winding up, insolvency or liquidation of such **Organisation**.

3.32 **Wrongful Act** means any act or failure to act, including but not limited to any error, misstatement, misleading statement, neglect, breach of trust, breach of warranty of authority or breach of duty or **Personal Injury Wrongful Act** committed, attempted, or allegedly committed or attempted by:

(a) with respect to Insuring Clause 1.1 (D&O Liability Coverage) and 1.2 (Company Reimbursement Coverage) only: an **Insured Person**, individually or otherwise, in their **Insured Capacity** or any matter claimed against such **Insured Person** by reason of serving in such **Insured Capacity**; or

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(b) with respect to Insuring Clause 1.4 (Organisation Liability Coverage) only: an **Organisation**; or

(c) with respect to Extension 2.16 (Pension Administration Liability) only: an **Insured**.

4. Exclusions

AA. Exclusions Applicable to Section 3. (Definitions)

Certain defined terms in Section 3. (Definitions) of this **Coverage Section** contain exclusions that change, limit or reduce cover under this **Coverage Section**. The exclusions contained in those defined terms are listed below:

4.AA.1 Crisis Expenses

Crisis Expenses (Definition Section 3.4) does not include fees and expenses that are regular or overtime wages, salaries or fees of **Insured Persons** or office overheads, travel costs unrelated to a **Claim** or other administration costs.

4.AA.2 Defence Costs

Defence Costs (Definition Section 3.6) does not include fees and expenses that are regular or overtime wages, salaries or fees of **Insured Persons** or office overheads, travel costs unrelated to a **Claim** or other administration costs.

4.AA.3 Deprivation of Assets Expenses

Deprivation of Assets Expenses (Definition Section 3.7) will only be payable after the exhaustion of any personal allowance directed by a court to meet such payments. Such expenses are not payable within the first thirty (30) days following the event of an interim or interlocutory order confiscating, controlling, suspending or freezing rights of ownership of real property or personal assets of an **Insured Person** or creating a charge over real property or personal assets of the **Insured Person** during the **Policy Period**, and only for a period of up to twelve (12) months.

4.AA.4 Fines and Penalties

Fines and Penalties (Definition Section 3.10) do not include any **Tax Liability** and/or **Superannuation Liability**.

4.AA.5 Formal Investigation

Formal Investigation (Definition Section 3.11) does not include any routine supervision, inspection, compliance or similar reviews of an **Insured** conducted by any person or body or any investigation of industry-wide violations rather than a specific investigation of an **Insured**.

4.AA.6 Fund

Fund (Definition Section 3.12) does not include any industry or master superannuation funds, or any fund which is registered in the **U.S.A.**

4.AA.7 Insured Capacity

Insured Capacity (Definition Section 3.15) shall not include any position or capacity in any organisation other than the **Organisation**, even if such **Organisation** directed or requested the **Insured Person** to serve in such other position or capacity, other than an **Outside Directorship**.

4.AA.8 Insured Person

Insured Person (Definition Section 3.16) shall not include an **External Administrator**.

4.AA.9 Loss

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Loss (Definition Section 3.18) does not include:

(a) any amount for which an **Insured Person** is absolved from payment by reason of any covenant or agreement, other than indemnification of an **Insured Person** by an **Organisation**, or order or determination of a tribunal or court;

(b) fines or penalties other than to the extent covered pursuant to paragraph 3.18 (h) in Section 3. (Definitions);

(c) taxes, other than Goods and Services Tax due under the A New Tax System (Goods and Services Tax) Act (Cth) 1999, as amended; and other than to the extent covered pursuant to Extension 2.11 (Insured Person's Tax Liability and/or Superannuation Liability) and paragraph 3.18 (j) in Section 3. (Definitions);

(d) liquidated damages;

(e) any costs incurred by an **Organisation** to comply with any order for injunctive or other non-pecuniary relief, or to comply with an agreement to provide such relief;

(f) any amount not covered by this **Coverage Section** because of Section 10. (Allocation) of the General Terms and Conditions; or

(g) any amount not insurable under the law pursuant to which this **Coverage Section** is construed.

4.AA.10 Outside Entity

Outside Entity (Definition Section 3.21) does not include any entity which is:

(a) an **Organisation**; or

(b) registered or approved for direct or indirect trading on a national securities exchange or over the counter trading system anywhere in the world; or

(c) located, incorporated or domiciled or does not operate in the **U.S.A**; or

(d) an authorised deposit taking institution, finance company, leasing company, friendly society, life insurance company, general insurance company, reinsurance company, investment company, mutual fund, collective investment scheme, fund manager, investment adviser, responsible entity of a managed investment scheme, trustee company, money market corporation, investment bank or any broker or dealer in securities or commodities, mortgage broker, real estate agent, stock exchange, commodities exchange, futures exchange, custodian, clearing house, registrar, medical benefits association or hospital benefits association or organisations of a similar nature.

4.AA.11 Retired Directors or Officers

Retired Directors or Officers (Definition Section 3.26) does not include any **Director** or **Officer** of the **Organisation** who has ceased to act in their **Insured Capacity** prior to the expiry of the **Policy Period** due to:

(a) disqualification from holding the office of director or from managing a company; or

(b) an **Event** or **Financial Impairment**.

4.AA.12 Tax Audit Notice

Tax Audit Notice (Definition Section 3.30) does not include:

(a) comprehensive risk reviews or risk management assessments;

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(b) specific risk reviews; or

(c) pre-lodgement compliance reviews.

A. Exclusions Applicable to All Insuring Clauses

The **Insurer** shall not be liable for **Loss** in respect of any **Claim**:

4.A.1 Prior Notice

based upon, arising from or attributable to any fact or circumstance if written notice of such circumstance has been accepted under any policy or coverage section of which this **Coverage Section** is a renewal or replacement or which it may succeed in time.

4.A.2 Pending or Prior Litigation

based upon, arising from or attributable to any demand, suit or proceeding pending against, or order, decree or judgment entered for or against, any **Insured** or **Outside Entity** on or prior to the applicable Pending or Prior Litigation Date shown in Item 4. of the Schedule or the same or substantially the same facts or circumstances underlying or alleged in such demand, suit or proceeding, or order, decree or judgment

4.A.3 Bodily Injury/Property Damage

(a) for bodily injury, mental illness, mental anguish, mental tension, emotional distress, sickness, disease or death of any person; or

(b) for damage to or destruction of any tangible property, including loss of use of such property, whether or not it is damaged or destroyed.

This Exclusion shall not apply to mental illness, mental anguish, mental tension, or emotional distress asserted in an **Employment Matter** or a **Claim** alleging a **Personal Injury Wrongful Act**.

4.A.4 Professional Services

for any actual or alleged act or failure to act, including but not limited to any error, misstatement, misleading statement, neglect, or breach of duty committed, attempted or allegedly committed or attempted in the rendering of, or actual or alleged failure to render any professional services to a third party.

4.A.5 Securities

based upon, arising from or attributable to any public or private offering of securities including the public or private solicitation, sale, distribution or issuance of such securities, whether or not a disclosure document has been issued, unless the **Insurer** grants its prior written consent to extend cover for such disclosure document.

4.A.6 Pollution

based upon, arising from or attributable to **Pollution**.

4.A.7 Financial Impairment

based upon, arising from or attributable to **Financial Impairment**.

4.A.8 ERISA

based upon, arising from or attributable to any actual or alleged violation of the responsibilities, obligations or duties imposed on the **Insured** by the Employee Retirement Income Security Act, 1974 (USA) and amendments to that Act.

4.A.9 Acts of Estate, Heirs, Legal Representatives, Assigns, Spouse and/or Domestic Partners

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based upon, arising from or attributable to an act or failure to act by an **Insured Person's** estate, heirs, legal representatives, assigns, spouse or **Domestic Partner**.

B. Exclusions Applicable to Insuring Clause 1.1 (D&O Liability Coverage), 1.2 (Organisation Reimbursement Coverage) and 1.3 (Legal Representation Expenses) Only

The **Insurer** shall not be liable for **Loss** in respect of any **Claim**:

4.B.1 Conduct of Insured Person

based upon, arising from or attributable to any:

(a) deliberately fraudulent act or failure to act or any wilful violation or wilful breach of any law, regulation or by-law anywhere in the world or duty imposed by any such law, regulation or by-law by such **Insured Person**; or

(b) conduct or contravention in respect of which a liability is the subject of a prohibition in section 199B(1) of the Corporations Act 2001 (Cth), or any equivalent law anywhere in the world.

This Exclusion shall not apply, including for the avoidance of doubt, to the **Insurer's** obligation to pay in advance costs and expenses under Extension 2.1 (Advancement of Costs and Expenses), until a final adjudication in any proceeding establishes such a deliberately fraudulent act, failure to act, wilful violation or wilful breach. The term 'proceeding' shall not include any declaratory proceeding brought by or against the **Insurer**. For the purposes of this Exclusion, any deliberately fraudulent act or failure to act or any wilful violation or wilful breach by one **Insured Person** shall not be imputed to any other **Insured**.

C. Exclusions Applicable to Insuring Clause 1.4 (Organisation Liability Coverage) Only

The **Insurer** shall not be liable for **Loss** in respect of any **Organisation Claim**:

4.C.1 Contractual Liability

based upon, arising from or attributable to any written, oral, express or implied contract or agreement.

4.C.2 Assumed Liability

for liability of others assumed by any **Insured** under any written, oral, express or implied contract or agreement except liability that would have attached to such **Insured** in the absence of such contract.

4.C.3 Employment Practices

based upon, arising from or attributable to, directly or indirectly resulting from the employment relationship or the nature, terms or conditions of employment.

4.C.4 Third Party Discrimination

based upon, arising from or attributable to any actual or alleged unlawful discrimination or unlawful harassment of any third party.

4.C.5 Defamation

based upon, arising from or attributable to any libel, slander, oral or written publication of defamatory or disparaging material.

4.C.6 Trade Practices

based upon, arising from or attributable to the actual or alleged violation of any law, regulation or by-law anywhere in the world which regulates or restricts anti-trust or monopolistic behaviour or practices, price fixing, price discrimination, predatory pricing, restraint of trade, restrictive trade practices or which protects competition.

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4.C.7 Copyright

based upon, arising from, or attributable to any actual or alleged assertion or infringement of copyright, patent, service mark, trade name, design right or trademark, whether registrable or not, or misappropriation of ideas or trade secrets or know how or any assertion or infringement of any intellectual property.

4.C.8 Conduct of Organisation

based upon, arising from or attributable to:

(a) any deliberately fraudulent act or failure to act or any wilful violation or wilful breach of any law, regulation or by-law anywhere in the world or duty imposed by any such law, regulation or by-law by an **Organisation**; or

(b) an **Organisation** having gained any profit, remuneration or advantage to which such **Organisation** was not legally entitled.

This Exclusion shall not apply including, for the avoidance of doubt, to the **Insurer's** obligation to pay in advance costs and expenses under Extension 2.1 (Advancement of Costs and Expenses), until a final adjudication in any proceedings establishes such a deliberately fraudulent act or failure to act, wilful violation or wilful breach, personal profit, remuneration or advantage. The term 'proceeding' shall not include any declaratory proceeding brought by or against the **Insurer**.

4.C.9 Trading Debts

based upon, arising from or attributable to any trading or business debt incurred by an **Organisation**.

4.C.10 Organisation v Insured

brought or maintained by or on behalf of any **Organisation**, or any **Outside Entity** if such **Claim** arises out of such **Outside Directorship**, except for **Defence Costs**.

4.C.11 Fines and Penalties

based upon, arising from or attributable to any fines or penalties assessed or levied against or imposed on an **Organisation**.

4.C.12 Products Liability

based upon, arising from or attributable to any goods manufactured, distributed, supplied, installed, treated, assembled or processed by or on behalf of the **Organisation**.

D. Exclusions Applicable to Extension 2.12 (Tax Investigation and Audit Expenses) Only

The **Insurer** shall not be liable for **Loss** in respect of any **Tax Investigation and Audit Expenses**:

4.D.1 Delay, Refusal or Failure to Comply

based upon, arising from, or attributable to any improper, unwarranted or unjustified delay, refusal or failure to comply with any request made by or on behalf of the Australian Taxation Office or any state or territory government tax collection authority, requiring the production of documents or the furnishing of information by an **Insured**.

4.D.2 Prior Inquiries

based upon, arising from, or attributable to inquiries from the Australian Taxation Office or any state or territory government tax collection authority related to an identified intention to conduct an audit or likely future audit, which was received by an **Insured** or any person acting on their behalf, prior to the **Policy Period**.

4.D.3 Income Earned or Services Outside Australia

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based upon, arising from, or attributable to any audit or investigation concerning income earned or sourced outside Australia and any territories under its jurisdiction, or where the services giving rise to the audit are performed by persons or any organisation ordinarily residing outside Australia.

4.D.4 Customs

based upon, arising from or attributable to any matters arising under customs legislation.

4.D.5 Prior Notice

based upon, arising from or attributable to any audit or investigation, notice of which or information as to their likely conduct, was received by an **Insured** or any person acting on their behalf, prior to the **Policy Period**.

4.D.6 Conduct of Organisation

based upon, arising from, or attributable to any deliberately fraudulent act or failure to act or deliberately fraudulent misrepresentation committed by or on behalf of an **Organisation**.

4.D.7 Criminal Prosecution

based upon, arising from, or attributable to the imposition of or seeking to impose any tax, penalty tax, costs, interest, fine or any fees or expenses in connection with any criminal prosecution.

4.D.8 Non-Tax Agent Returns

based upon, arising from or attributable to an audit or investigation of an income return that has not been prepared or reviewed by a **Tax Agent**, except where the return is a prescribed sales tax return or a prescribed payroll tax return.

4.D.9 Post Audit Costs

for a **Tax Audit Notice** incurred after the audit or investigation has been completed.

5. Conditions

5.1 Severability - Imputation of Knowledge

Other than with respect to Section 4. (Exclusions), C. (Exclusions Applicable to Insuring Clause 1.4 (Organisation Liability Coverage) Only), in order to determine if coverage is available, no fact pertaining to or knowledge possessed by any **Insured Person** shall be imputed to any other **Insured Person**.

With respect to the Section 4. (Exclusions), C. (Exclusions Applicable to Insuring Clause 1.4 (Organisation Liability Coverage) Only), in order to determine if coverage is available, only facts pertaining to and knowledge possessed by any chief executive officer, chief operating officer, chief financial officer or the holder of any equivalent position in any jurisdiction of an **Organisation** shall be imputed to such **Organisation**.

5.2 Presumptive Indemnification

If an **Organisation** is permitted or required by law to indemnify, or not prevented by law from indemnifying an **Insured Person** for **Loss** but fails or refuses, other than for reason of **Financial Impairment**, to so indemnify an **Insured Person** then the **Insurer** shall pay such **Loss** on behalf of such **Insured Person** subject to all the Exclusions of this **Coverage Section**. In such event the applicable Deductible Amount shown in Item 3. of the Schedule shall be paid by the **Organisation** to the **Insurer**. No Deductible Amount shall apply in the event of **Financial Impairment**. This section does not apply to **Loss** arising out of an **Outside Directorship**.

5.3 Priority of Payments

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(a) In the event payment of **Loss** is due under this **Coverage Section** but the amount of such **Loss** in the aggregate exceeds the remaining available Limit of Liability for this **Coverage Section**, the **Insurer** shall:

(i) first pay such **Loss** for which coverage is provided under Insuring Clause 1.1 (D&O Liability Coverage) or Insuring Clause 1.3 (Legal Representation Expenses) of this **Coverage Section**; then

(ii) to the extent of any remaining amount of the Limit of Liability available after payment under (a) above, pay such **Loss** for which coverage is provided under any other Insuring Clause of this **Coverage Section**.

(b) Except as otherwise provided in this section, the **Insurer** may pay **Loss** as it becomes due under this **Coverage Section** without regard to the potential for other future payment obligations under this **Coverage Section**.

5.4 Co-ordination of Coverage

Any **Loss** covered under both this **Coverage Section** and the Employment Practices Liability **Coverage Section**, if purchased, shall be first covered under the Employment Practices Liability **Coverage Section**, subject to the terms, conditions and limitations within such section. Any remaining portion of such **Loss** otherwise covered under this **Coverage Section** which is not paid under the Employment Practices Liability **Coverage Section** shall be covered under this **Coverage Section**, subject to its terms, conditions and limitations.

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Forefront Portfolio Insurance Policy

Employment Practices Liability Coverage Section

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Forefront Portfolio Insurance Policy - Employment Practices Liability Coverage Section Schedule

No.	Title	Description	
Item 1.	Aggregate Limit of Liability for this **Coverage Section**	Employment Practices Liability **Coverage Section**	$1,000,000
	Insuring Clause Limit of Liability	Employment Practices Liability Coverage	$1,000,000
		Third Party Liability Coverage	$1,000,000
Item 2.	Deductible Amount	Employment Practices Liability Coverage	$15,000
		Third Party Liability Coverage	$15,000
Item 3.	Pending or Prior Litigation Date	Employment Practices Liability Coverage	30-April-2025
		Third Party Liability Coverage	30-April-2025
Item 4.	Endorsement(s) Effective at Inception	1	

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Forefront Portfolio Insurance Policy – Employment Practices Liability Coverage Section Endorsement(s)

Endorsement Number:	1
Policy Number:	AUML012971
Company:	Latrobe Village Services Association Inc
Effective Date:	30-April-2026

Communicable Disease Endorsement – Failure to Follow Protocols

This endorsement varies the standard terms of your policy. It may expand, reduce, or impose additional conditions on your cover as set out in the standard policy terms and should be read carefully.

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

It is agreed that:

1. Section 4, Exclusions, B. Exclusions Applicable to All Insuring Clauses, is amended by adding the following:

   based upon, arising from or in consequence of:

   (a) the **Insured's** failure to take reasonable steps to observe and comply with applicable laws, governmental rules and official guidelines concerning:

      (i) an actual or suspected outbreak of a **Communicable Disease**; or

      (ii) the threat or fear of a **Communicable Disease** (whether actual or perceived); or

   (b) the **Insured's** actual or alleged:

      (i) failure to reasonably assess and address (including making any necessary disclosures) on an ongoing basis; or

      (ii) provision of false and misleading statements in relation to; or

      (iii) failure to take reasonable steps to mitigate,

   the risk a **Communicable Disease** poses to the **Insured's** business, employees, suppliers, clients, customers or to the **Insured's** financial performance.

2. Section 3, Definitions, is amended by adding the following:

   Communicable Disease means any:

   (a) Coronavirus and any strain of Coronavirus or its sequalae; or

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(b) Atypical Pneumonia or any strain of such atypical pneumonia.

In all other respects this **Policy** remains unaltered.

This Endorsement has been signed by or on behalf of Chubb Insurance Australia Limited this 24th day of April 2026.

Authorised Employee:

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Forefront Portfolio Insurance Policy - Employment Practices Liability Coverage Section Wording

In consideration of payment of the premium and subject to the terms and conditions of this **Policy**, the **Insurer** and the **Insured** agree as follows:

1. Insuring Clauses

1.1 Employment Practices Liability Coverage

The **Insurer** shall pay, on behalf of an **Insured**, **Loss** on account of any **Employment Claim** first made during the **Policy Period**, or, if exercised, during the Extended Reporting Period, for a **Wrongful Act** occurring before or during the **Policy Period**.

1.2 Third Party Liability Coverage

The **Insurer** shall pay on behalf of an **Insured**, **Loss** on account of any **Third Party Claim** first made during the **Policy Period**, or, if exercised, during the Extended Reporting Period, for a **Wrongful Act** occurring before or during the **Policy Period**.

2. Extensions

Cover as set forth in the Extensions below is subject to all the provisions of this **Coverage Section** unless stated otherwise.

2.1 Advancement of Defence Costs

The **Insurer** shall, prior to the final disposition of any **Claim**, pay in advance any **Defence Costs** within thirty (30) days of receipt of an invoice for same.

Any **Defence Costs** paid in advance to the **Insureds** shall be repaid to the **Insurer** by the **Insureds**, severally according to their respective interests, if and to the extent it is determined that such **Defence Costs** are not insured under this **Coverage Section**.

2.2 Estate, Heirs, Legal Representatives, Assigns, Spouse and/or Domestic Partners

All provisions of this **Coverage Section**, including without limitation the Deductible Amounts, that are applicable to **Loss** incurred by the **Insured Person** shall also apply to loss incurred by the estate, heirs, legal representatives, assigns, spouse and/or **Domestic Partner** of such **Insured Person**.

3. Definitions

When used in bold type in this **Coverage Section**:

3.1 **Benefits** means perquisites, fringe benefits, deferred compensation or payments in connection with an employee benefit plan and any other payment to or for the benefit of an employee arising out of the employment relationship. **Benefits** shall not include salary, wages, commissions, bonuses, **Stock Benefits** or non-deferred cash incentive compensation.

3.2 **Claim** means:

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(a) with respect to Insuring Clause 1.1 (Employment Practices Liability Coverage) only: an **Employment Claim**; and

(b) with respect to Insuring Clause 1.2 (Third Party Liability Coverage) only: a **Third Party Claim**.

3.3 **Defence Costs** means that part of **Loss** consisting of reasonable costs, charges, fees (including but not limited to legal counsels' fees and experts' fees) and expenses (other than regular or overtime wages, salaries fees or **Benefits** of the directors, officers, trustees or any duly constituted committee member or employee of an **Organisation** or office overheads, travel costs unrelated to a **Claim** or other administration costs) incurred with the **Insurer's** prior written consent, which shall not be unreasonably withheld or delayed, in defending, investigating, settling or appealing any **Claim**. **Defence Costs** shall include:

(a) **Bail Bond and Civil Bond Expenses**;

(b) reasonable costs, charges or fees resulting from an **Insured Person** lawfully opposing, challenging, resisting or defending against any request for or any effort to obtain the **Extradition** of such **Insured Person**; or appealing any order or other grant of **Extradition** of such **Insured Person**.

3.4 **Employee** means any natural person whose labour or service is engaged and directed by an **Organisation**, including part-time, seasonal, casual and temporary employees as well as volunteers, but only while that natural person is acting in their capacity as such. **Employee** shall include any **Independent Contractor** but only if an **Organisation** agrees in writing prior to or no later than thirty (30) days after a **Claim** is made, to indemnify such contractor for liability arising out of such **Claim**.

3.5 **Employee Entitlements** means employee benefit arrangements of any kind (whether during or post-employment) including:

(a) provision for unemployment, redundancy, retirement, sickness, disability, maternity leave, parental leave, adoption leave, annual leave, long service leave, compassionate leave or personal leave;

(b) entitlements under any statute or **Industrial Instrument** including the calculation, timing or manner of payment of minimum wages, prevailing wage rates, overtime pay, time in lieu, loadings, allowances and penalties alleged to be due and owing;

(c) accident, life, medical, disability or other welfare plans, including insurance of any kind;

(d) superannuation, retirement or pension contributions, benefits and entitlements; or

(e) **Stock Benefits**, profit sharing or deferred compensation plans.

3.6 **Employment Claim** means:

(a) a written demand for monetary damages or non-pecuniary relief including but not limited to a written demand for reinstatement, re-employment, re-engagement or injunctive relief and any request to waive or suspend a statute of limitations;

(b) a civil proceeding;

(c) an arbitration proceeding, mediation, conciliation or alternative dispute resolution proceeding;

(d) a criminal proceeding;

(e) an administrative, regulatory or tribunal proceeding commenced by the issuance of a formal investigative order or similar document including any such proceeding commenced by the Fair Work Ombudsman or any similar regulatory agency located anywhere in the world with jurisdiction over the **Organisation's** employment practices,

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which is brought or maintained by or on behalf of any past, present or prospective **Insured Person**, against an **Insured** for a **Wrongful Act** including any related appeal; or

(f) an **Extradition** proceeding.

Employment Claim shall not include any labour or grievance arbitration, mediation, conciliation, alternative dispute resolution proceeding or other proceeding pursuant to a collective bargaining agreement.

3.7 **Extradition** means any formal process by which an **Insured Person** located in any country is surrendered to any other country for trial or otherwise to answer a criminal accusation.

3.8 **Independent Contractor** means any natural person, who is not an employee of an **Organisation**, working for such **Organisation** and pursuant to an express contract between such contractor, or any entity on behalf of such contractor, and the **Organisation** which governs the nature of the **Organisation's** engagement of such **Independent Contractor**.

3.9 **Industrial Instrument** means any award, agreement, arrangement or other instrument which is certified or registered by an industrial tribunal in Australia including the Australian Industrial Relations Commission, Fair Work Australia and the Industrial Relations Commissions of the States or Territories of Australia, or similar provisions of any body anywhere in the world.

3.10 **Insured** means an **Organisation** and/or **Insured Persons**.

3.11 **Insured Person** means any natural person who was, now is, or shall be:

(a) a **Director** or **Officer** of an **Organisation**;

(b) a full time, part-time, temporary, casual or seasonal employee or any volunteer of an **Organisation**; or

(c) an **Independent Contractor** while acting in their capacity as such and only if the **Organisation** agrees to indemnify the **Independent Contractor** in the same manner as provided to the **Organisation's** employees in the event of a **Claim** (see Definition 3.4 (Employee)).

Insured Person shall not include an **External Administrator**.

3.12 **Loss** means the total amount which an **Insured** becomes legally obligated to pay on account of any covered **Claim**, including, but not limited to:

(a) **Defence Costs**;

(b) awards of damages or orders made by any court or tribunal to pay compensation including any statutory compensation orders;

(c) judgments;

(d) sums payable due to any settlements to which the **Insurer** has consented;

(e) awards of claimant's costs;

(f) pre-judgment and post-judgment interest;

(g) punitive, exemplary, multiplied damages or aggravated damages unless the **Insurer** is legally prohibited from paying such damages in the jurisdiction in which the **Claim** is determined.

However, **Loss** does not include:

(i) fines or penalties imposed by law;

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(ii) taxes, other than Goods and Services Tax due under the A New Tax System (Goods and Services Tax) Act (Cth) 1999, as amended;

(iii) any costs incurred by an **Organisation** to comply with any order for, grant of or agreement to provide injunctive or other non-pecuniary relief other than for **Defence Costs** paid to the **Insured** in advance under Extension 2.1 (Advancement of Defence Costs);

(iv) the future salary, wages, commissions or **Benefits** of a claimant who has been or shall be hired, promoted or reinstated to employment pursuant to a settlement of, order in or other resolution of any **Claim**, including:

(A) **Benefits** due or to become due or the equivalent value of such **Benefits**, except with respect to any **Employment Claim** for wrongful termination of employment; or

(B) **Stock Benefits**;

(v) any amount not covered by this **Coverage Section** pursuant to Section 10. (Allocation), of the General Terms and Conditions;

(vi) regular or overtime wages, salaries or fees of **Insured Persons**; or

(vii) any amount not insurable under the law pursuant to which this **Coverage Section** is construed.

3.13 **Potential Employment Claim** means a complaint or allegation of a **Wrongful Act** by or on behalf of a potential claimant if such complaint or allegation:

(a) does not yet constitute a **Claim** but may subsequently give rise to a **Claim**; and

(b) is lodged with:

(i) any supervisory employee having management-level responsibility for personnel matters with respect to such claimant, if such supervisory employee provides notice of such complaint or allegation to any member of an **Organisation's** human resources, general counsel or risk management departments, or other comparable department; or

(ii) an **Organisation's** human resources department, general counsel, risk management department or other comparable department.

3.14 **Retaliation** means retaliatory treatment against an **Employee** of an **Organisation** on account of such individual:

(a) exercising their rights under law, refusing to violate any law, or opposing any unlawful practice;

(b) having assisted or testified in or co-operated with a proceeding or investigation (including any internal investigation conducted by the **Organisation's** human resources department or legal department) regarding alleged violations of law by the **Insured**;

(c) disclosing or threatening to disclose to a superior or to any governmental agency any alleged violations of law; or

(d) filing any claim against the **Organisation** under the Federal False Claims Act, Section 806 of the Sarbanes Oxley Act or any whistle-blower law anywhere in the world.

3.15 **Stock Benefits** means any offering, plan or agreement between an **Organisation** and any **Directors** and **Officers** or **Employee** which grants stock or stock options or stock appreciation rights as to an **Organisation** to such individual, including but not limited to restricted stock or any other stock grant or compensation or incentive granted in the form of securities of such **Organisation**. **Stock Benefits** shall not include employee stock ownership plans or employee stock purchase plans.

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3.16 **Third Party** means any natural person who is a customer, vendor, service provider or business invitee of an **Organisation**. **Third Party** does not include any past, present or prospective **Employee**.

3.17 **Third Party Claim** means:

(a) a written demand for monetary damages or non-pecuniary relief, including injunctive relief and any request to waive or suspend a statute of limitations;

(b) a civil proceeding;

(c) an arbitration proceeding, mediation, conciliation or alternative dispute resolution proceeding;

(d) an administrative, regulatory or tribunal proceeding commenced by the issuance of a formal investigative order or similar document,

which is brought and maintained by or on behalf of a **Third Party** against an **Insured** for any **Third Party Wrongful Act** including any related appeal.

3.18 **Third Party Wrongful Act** means unlawful discrimination or unlawful harassment against a **Third Party** pursuant to any law anywhere in the world, committed, attempted, or allegedly committed or attempted, by any **Insured**.

3.19 **U.S.A Claim** means a **Claim** brought or maintained, in whole or in part, in the **U.S.A**, or based, in whole or in part, on any law of the **U.S.A**.

3.20 **Wages and Hours** means:

(a) the amount, calculation, timing or manner of payment of minimum wages, prevailing wage rates, overtime pay or other reward;

(b) the classification of employees for wage or hours of work purposes;

(c) withholdings or other deductions from wages;

(d) rights to leave or absence from work or rights to pay during such absence;

(e) child labour; or

(f) pay equity or comparable worth.

3.21 **Wrongful Act** means:

(a) with respect to Insuring Clause 1.1 (Employment Practices Liability Coverage) only: any actual or alleged wrongful or unfair, employment related:

(i) discipline, dismissal, discharge or termination of employment;

(ii) denial of natural justice;

(iii) breach of any oral, written or implied employment contract;

(iv) misrepresentation;

(v) unlawful discrimination;

(vi) unlawful harassment;

(vii) sexual harassment

(viii) failure to employ or promote;

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(ix) deprivation of a career opportunity;

(x) failure to grant tenure;

(xi) demotion;

(xii) evaluation;

(xiii) invasion of privacy;

(xiv) defamation;

(xv) misleading or deceptive conduct;

(xvi) bullying; or

(xvii) infliction of emotional distress,

committed, attempted, or allegedly committed or attempted, by an **Organisation** and/or an **Insured Person**; and

(b) with respect to Insuring Clause 1.2 (Third Party Liability Coverage) only: any **Third Party Wrongful Act** committed, attempted, or allegedly committed or attempted, by any **Insured**.

4. Exclusions

A. Exclusions Applicable to Section 3. (Definitions)

Certain defined terms in Section 3. (Definitions) of this **Coverage Section** contain exclusions that change, limit or reduce cover under this **Coverage Section**. The exclusions contained in those defined terms are listed below:

4.A.1 Benefits

Benefits (Definition Section 3.1) shall not include salary, wages, commissions, bonuses, **Stock Benefits** or non-deferred cash incentive compensation.

4.A.2 Defence Costs

Defence Costs (Definition Section 3.3) does not include fees and expenses that are regular or overtime wages, salaries fees or **Benefits** of the directors, officers, trustees or any duly constituted committee member or employee of an **Organisation,** or office overheads, travel costs unrelated to a **Claim** or other administration costs.

4.A.3 Employment Claim

Employment Claim (Definition Section 3.6) shall not include any labour or grievance arbitration, mediation, conciliation, alternative dispute resolution proceeding or other proceeding pursuant to a collective bargaining agreement.

4.A.4 Insured Person

Insured Person (Definition Section 3.11) shall not include an **External Administrator**.

4.A.5 Loss

Loss (Definition Section 3.12) does not include:

(a) fines or penalties imposed by law;

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(b) taxes, other than Goods and Services Tax due under the A New Tax System (Goods and Services Tax) Act (Cth) 1999, as amended;

(c) any costs incurred by an **Organisation** to comply with any order for, grant of or agreement to provide injunctive or other non-pecuniary relief other than for **Defence Costs** paid to the **Insured** in advance under Extension 2.1 (Advancement of Defence Costs);

(d) the future salary, wages, commissions or **Benefits** of a claimant who has been or shall be hired, promoted or reinstated to employment pursuant to a settlement of, order in or other resolution of any **Claim**, including:

(i) **Benefits** due or to become due or the equivalent value of such **Benefits**, except with respect to any **Employment Claim** for wrongful termination of employment; or

(ii) **Stock Benefits**;

(e) any amount not covered by this **Coverage Section** pursuant to Section 10. (Allocation), of the General Terms and Conditions;

(f) regular or overtime wages, salaries or fees of **Insured Persons**; or

(g) any amount not insurable under the law pursuant to which this **Coverage Section** is construed.

4.A.6 Stock Benefits

Stock Benefits (Definition Section 3.15) shall not include employee stock ownership plans or employee stock purchase plans.

4.A.7 Third Party

Third Party (Definition Section 3.16) does not include any past, present or prospective **Employee**.

B. Exclusions Applicable to All Insuring Clauses

The **Insurer** shall not be liable for **Loss** in respect of any **Claim**:

4.B.1 Prior Notice

based upon, arising from or attributable to any fact or circumstance if written notice of such fact or circumstance has been accepted under any policy or coverage section of which this **Coverage Section** is a renewal or replacement or which it may succeed in time.

4.B.2 Pending or Prior Litigation

based upon, arising from or attributable to any written demand, suit, formal administrative or regulatory proceeding, formal investigative order or similar document or proceeding pending against, or order, decree or judgment entered for or against any **Insured** on or prior to the Pending or Prior Litigation Date shown in Item 3. of the Schedule or the same or substantially the same facts or circumstances underlying or alleged in such demand, suit or proceeding, or order, decree or judgment.

4. B.3 ERISA

based upon, arising from or attributable to any actual or alleged violation of the responsibilities, obligations or duties imposed on the **Insured** by the Employee Retirement Income Security Act, 1974 (USA) and related amendments.

4. B.4 Bodily Injury/Property Damage

(a) for bodily injury, mental illness, mental anguish, mental tension, emotional distress, sickness, disease or death of any person

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(b) for damage to or destruction of any tangible property, including loss of use of such property, whether or not it is damaged or destroyed.

This Exclusion shall not apply to mental illness, mental anguish, mental tension, or emotional distress in any **Claim**.

4. B.5 Workers Compensation

based upon, arising from or attributable to any actual or alleged obligation of any **Insured** pursuant to any applicable workers' compensation, unemployment insurance, social security, disability benefits or similar law, regulation or by-law anywhere in the world. This Exclusion shall not apply to **Loss** on account of any **Employment Claim** for **Retaliation**.

4. B.6 Assumed Liability

based upon, arising from or attributable to any actual or alleged liability of others, other than an **Employee**, assumed by an **Insured** under any contract except to the extent that such liability would have attached to the **Insured** even in the absence of such contract.

4.B.7 Statutory Entitlement

for breach of duties, obligations or responsibilities under any **Industrial Instrument** or under any applicable law or regulation made under or pursuant to any statute, ordinance or **Industrial Instrument** regulating **Employee Entitlements**. This Exclusion shall not apply to **Loss** on account of any **Employment Claim** for **Retaliation**.

4.B.8 Sums Under Contract

for any salary, wages or commissions, **Benefits** or sums:

(a) which are severance payments;

(b) which are in respect of a notice period;

(c) which are determined to be owing under any oral or written contract of employment;

(d) which represent any amount the **Insured** would have been liable for in the absence of a **Wrongful Act**.

4.B.9 Trustees Liability

based upon, arising from, or attributable to any actual or alleged violation of the responsibilities, obligations or duties owed by fiduciaries, trustees, administrators or any others charged with duties with respect to any **Superannuation Fund**.

4.B.10 Pollution

based upon, arising from or attributable to **Pollution**. This Exclusion shall not apply to **Loss** on account of any **Employment Claim** for **Retaliation**.

4.B.11 Wages and Work Safety

based upon, arising from or attributable to any actual or alleged breach any law (except the Fair Work (Registered Organisations) Act 2009 (Cth) and the Equal Pay Act 1963, the latter being a **U.S.A** statute) or duty relating to **Wages and Hours** or health and safety at work. This Exclusion shall not apply to a **Claim** seeking remedy for **Retaliation**.

4.B.12 U.S.A Employer Obligations

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based upon, arising from or attributable to a **U.S.A Claim** for the violation of the responsibilities, obligations or duties imposed by any law (including the Worker Adjustment and Retraining Notifications Act 1988, a **U.S.A** statute) or amendments to or regulations under any such law that governs any obligation of an employer to notify, discuss or bargain with its employees or others in advance of any plant or facility closing, mass lay-off, or any similar obligation. This Exclusion shall not apply to a **Claim** seeking remedy for **Retaliation**.

4.B.13 Conduct of Insured

based on, arising from or attributable to any dishonest or fraudulent act or failure to act of an **Insured**, provided that:

(a) this Exclusion shall only apply if it is established through a judgment or any other adjudication or any admission by such **Insured** that the relevant conduct occurred; or

(b) for the purposes of this Exclusion the **Wrongful Act** of an **Insured** shall not be imputed to any other **Insured**.

4.B.14 Acts of Estate, Heirs, Legal Representatives, Assigns, Spouse and/or Domestic Partners

based upon, arising from or attributable to an act or failure to act by an **Insured Person's** estate, heirs, legal representatives, assigns, spouse or **Domestic Partner**.

5. Conditions

5.1 Severability - Imputation of Knowledge

No fact pertaining to or knowledge possessed by any **Insured Person** shall be imputed to any other **Insured Person** in order to determine if coverage is available to such **Insured Person** for the purpose of applying any of the Exclusions in this **Coverage Section**.

Only facts pertaining to and knowledge possessed by any chief executive officer, human resources manager or general counsel, or the holder of an equivalent position in any jurisdiction, of an **Organisation** shall be imputed to such **Organisation** for the purpose of applying any of the Exclusions in this **Coverage Section**.

5.2 Co-ordination of Coverage

Any **Loss** covered under this **Coverage Section** and the Directors and Officers Liability **Coverage Section**, if purchased, shall be first covered under this **Coverage Section**, subject to its terms, conditions and limitations.

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Forefront Portfolio Insurance Policy

Crime Coverage Section

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Forefront Portfolio Insurance Policy - Crime Coverage Section Schedule

No.	Title	Description	
Item 1.	Aggregate Limit of Liability for this **Coverage Section**	Crime **Coverage Section**	Not Applicable
	Insuring Clause Limit of Liability	Employee Theft Coverage	$500,000
		Premises Coverage	$500,000
		In Transit Coverage	$500,000
		Forgery Coverage	$500,000
		Computer Fraud Coverage	$500,000
		Funds Transfer Fraud Coverage	$500,000
		Counterfeit Currency Fraud Coverage	$500,000
		Credit Card Fraud Coverage	$500,000
		Client Coverage	$500,000
		Expense Coverage	$50,000
		Social Engineering Fraud Coverage	$25,000
		If "Not Covered" is inserted opposite any Insuring Clause, such Insuring Clause and any other reference to such Insuring Clause in this **Coverage Section** shall be deemed to be deleted.	
Item 2.	Deductible Amount	Employee Theft Coverage	$10,000
		Premises Coverage	$10,000
		In Transit Coverage	$10,000
		Forgery Coverage	$10,000
		Computer Fraud Coverage	$10,000
		Funds Transfer Fraud Coverage	$10,000
		Counterfeit Currency Fraud Coverage	$10,000
		Credit Card Fraud Coverage	$10,000
		Client Coverage	$10,000
		Expense Coverage	Nil
		Social Engineering Fraud Coverage	$10,000
		No Deductible Amount shall apply to: (i) **Superannuation Funds**; or (ii) Expense Coverage provided pursuant to Insuring Clause 1.10.	
Item 3.	Endorsement(s) Effective at Inception	3	

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Forefront Portfolio Insurance Policy - Crime Coverage Section Endorsement(s)

Endorsement Number:	1
Policy Number:	AUML012971
Company:	Latrobe Village Services Association Inc
Effective Date:	30-April-2026

Segregation of Duties Exclusion

This endorsement varies the standard terms of your policy. It may expand, reduce, or impose additional conditions on your cover as set out in the standard policy terms and should be read carefully.

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

It is agreed that Section 3. Exclusions, B. Exclusions Applicable to Insuring Clause 1.1 (Employee Theft Coverage) or 1.9 (Client Coverage) Only, is amended by adding the following:

Segregation of Duties

loss based upon, arising from, directly or indirectly resulting from, attributable to, or in any way involving the following:

(a) any cheques that are not countersigned;

(b) any instructions to the **Insured's** bank, by whatever means, authorising the transfer, payment or delivery of funds in the **Insured's** account, whether to another of the **Insured's** accounts or to the account of a party other than the **Insured**, that are not authorised by one or more **Employees** with the authority to do so other than any **Employee** initiating the transfer, payment or delivery request;

(c) an **Employee** who reconciles bank statements also making deposits provided that this paragraph (c) shall not apply where there is a requirement for deposits to be authorised by one or more **Employees** with the authority to do so other than any **Employee** making deposits;

(d) an **Employee** performing solely any two or more of such of the following duties as are listed consecutively below:

(i) ordering;

(ii) receiving;

(iii) recording; and

(iv) stocktaking,

of any stock, equipment or other inventory,

In all other respects this **Policy** remains unaltered.

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This Endorsement has been signed by or on behalf of Chubb Insurance Australia Limited this 24th day of April 2026.

Authorised Employee:

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Endorsement Number:	2
Policy Number:	AUML012971
Company:	Latrobe Village Services Association Inc
Effective Date:	30-April-2026

Supplier, Vendor or Customer Exclusion

This endorsement varies the standard terms of your policy. It may expand, reduce, or impose additional conditions on your cover as set out in the standard policy terms and should be read carefully.

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

It is agreed that Section 3. Exclusions, B. Exclusions Applicable to Insuring Clause 1.1 (Employee Theft Coverage) or 1.9 (Client Coverage) Only, is amended by adding the following:

Supplier, Vendor or Customer

loss based upon, arising out of, directly or indirectly resulting from, attributable to, or in any way involving payment to a legitimate or fictitious supplier, vendor or customer.

In all other respects this **Policy** remains unaltered.

This Endorsement has been signed by or on behalf of Chubb Insurance Australia Limited this 24th day of April 2026.

Authorised Employee:

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Endorsement Number:	3
Policy Number:	AUML012971
Company:	Latrobe Village Services Association Inc
Effective Date:	30-April-2026

Patient's Property Exclusion

This endorsement varies the standard terms of your policy. It may expand, reduce, or impose additional conditions on your cover as set out in the standard policy terms and should be read carefully.

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

It is agreed that Section 3. Exclusions, A. Exclusions Applicable to All Insuring Clauses, is amended by adding the following:

Patient's Property

loss of or damage to **Money**, **Securities** or **Property** belonging to patients other than for **Money**, **Securities** or **Property** which is in the care of the **Insured** on the **Premises** provided that prior to the occurrence of such loss an **Employee** has examined such **Money**, **Securities** or **Property** and made or verified a record of such **Money, Securities or Property** and retained a copy of such record, which shall, in either case, contain a description of such **Money**, **Securities** or **Property**.

In all other respects this **Policy** remains unaltered.

This Endorsement has been signed by or on behalf of Chubb Insurance Australia Limited this 24th day of April 2026.

Authorised Employee:

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Forefront Portfolio Insurance Policy - Crime Coverage Section Wording

In consideration of payment of the premium and subject to the terms and conditions of this **Policy**, the **Insurer** and the **Insured** agree as follows:

1. Insuring Clauses

1.1 Employee Theft Coverage

The **Insurer** shall pay the **Company** for direct loss of **Money**, **Securities** or **Property** sustained by an **Insured** resulting from **Theft**, fraud or dishonesty committed by an **Employee**, whether acting alone or in collusion with others, where the direct loss is **Discovered** during the **Policy Period** or Extended Discovery Period.

1.2 Premises Coverage

The **Insurer** shall pay the **Company** for direct loss sustained by an **Insured** resulting from:

(a) the unlawful taking of **Money**, **Securities** or **Property** committed by a **Third Party**; or

(b) the actual destruction or disappearance of **Money** or **Securities**,

within or from **Premises** or **Banking Premises**, where the direct loss is **Discovered** during the **Policy Period** or Extended Discovery Period including:

(i) direct loss of or damage to **Property** which results from **Robbery** or attempted **Robbery** within the **Premises**;

(ii) direct loss of or damage to **Property** contained within any safe which results from **Safe Burglary** or attempted **Safe Burglary** within the **Premises**;

(iii) damage to a locked safe, cash drawer, cash box or cash register within the **Premises** by unlawful entry or loss by unlawful removal of such container from within the **Premises**; and

(iv) damage to the **Premises** which results from **Safe Burglary** or **Robbery**,

committed by a **Third Party**.

1.3 In Transit Coverage

The **Insurer** shall pay the **Company** for direct loss sustained by an **Insured** resulting from:

(a) the unlawful taking of **Money**, **Securities** or **Property** committed by a **Third Party**; or

(b) the actual destruction or disappearance of **Money** or **Securities**,

whilst **In Transit** or whilst temporarily within the home of an **Employee** or a partner of an **Insured** that is a partnership, where the direct loss is **Discovered** during the **Policy Period** or Extended Discovery Period including:

(i) direct loss or damage to **Property** resulting from **Robbery** while **In Transit**; and

(ii) direct loss resulting from the unlawful taking of **Property** temporarily within the home of an **Employee** or a partner of an **Insured** which is a partnership,

committed by a **Third Party**.

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1.4 Forgery Coverage

The **Insurer** shall pay the **Company** for direct loss sustained by an **Insured** resulting from **Forgery** or alteration of a **Financial Instrument** committed by a **Third Party** where the direct loss is **Discovered** during the **Policy Period** or Extended Discovery Period, including:

(a) any cheque or draft made or drawn in the name of such **Insured** payable to a fictitious payee and endorsed in the names of such fictitious payee;

(b) any cheque or draft procured in a face to face transaction with such **Insured** or with one acting as the agent of such **Insured** by a **Third Party** impersonating another and made or drawn payable to the person or entity impersonated and endorsed by the **Third Party** in lieu of the person or entity impersonated; and

(c) any payroll cheque, payroll draft or payroll order made or drawn by such **Insured** payable to bearer as well as to a named payee and endorsed by a **Third Party** other than such named payee without the authority of such named payee.

1.5 Computer Fraud Coverage

The **Insurer** shall pay the **Company** for direct loss of **Money**, **Securities** or **Property** sustained by an **Insured** resulting from **Computer Fraud** committed by a **Third Party** after such **Third Party** commits a **Computer Violation** where the direct loss is **Discovered** during the **Policy Period** or Extended Discovery Period.

1.6 Funds Transfer Fraud Coverage

The **Insurer** shall pay the **Company** for direct loss of **Money**, **Securities** or **Property** sustained by an **Insured** resulting from **Funds Transfer Fraud** committed by a **Third Party** where the direct loss is **Discovered** during the **Policy Period** or Extended Discovery Period.

1.7 Counterfeit Currency Fraud Coverage

The **Insurer** shall pay the **Company** for direct loss sustained by an **Insured** resulting from **Counterfeit Currency Fraud** committed by a **Third Party** where the direct loss is **Discovered** during the **Policy Period** or Extended Discovery Period.

1.8 Credit Card Fraud Coverage

The **Insurer** shall pay the **Company** for direct loss sustained by an **Insured** resulting from **Credit Card Fraud** committed by a **Third Party** where the direct loss is **Discovered** during the **Policy Period** or Extended Discovery Period.

1.9 Client Coverage

The **Insurer** shall pay the **Company** for direct loss of **Money**, **Securities** or **Property** sustained by a **Client** resulting from **Theft**, fraud or dishonesty committed by an **Employee** not in collusion with such **Client's** directors or employees, including, for the avoidance of doubt, temporary staff, or agents, where the direct loss is **Discovered** during the **Policy Period** or Extended Discovery Period.

1.10 Expense Coverage

The **Insurer** shall pay the **Company** for **Investigative Costs** or **Computer Violation Expenses**.

Where coverage for **Computer Violation Expenses** is available under both Insuring Clause 1.10 (Expense Coverage) and the **Combined Coverage Section**, if purchased, it is agreed that such expenses will be payable first under the **Combined Coverage Section** subject to the terms, conditions, exclusions and limitations of the **Combined Coverage Section**, and only any remaining **Computer Violation Expenses** will be payable under this Insuring Clause 1.10 (Expense Coverage).

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No Deductible Amount shall apply to **Investigative Costs** or **Computer Violation Expenses** covered under Insuring Clause 1.10 (Expense Coverage).

1.11 Social Engineering Fraud Coverage

The **Insurer** shall pay the **Company** for direct loss resulting from an **Organisation** having transferred, paid or delivered any **Property**, **Money** or **Securities** as the direct result of **Social Engineering Fraud** committed by a person purporting to be a **Vendor**, **Client** or an **Employee** who was authorised by the **Organisation** to instruct other **Employees** to transfer **Property**, **Money** or **Securities**.

2. Definitions

When used in bold type in this **Coverage Section**:

2.1 **Banking Premises** means the interior portion of a building occupied by, or the night depository chute or safe maintained by, any authorised deposit taking institution including a bank, building society, credit union or equivalent organisation in any other jurisdiction.

2.2 **Client** means a customer of an **Insured** to whom such **Insured** provides goods or services under a written contract or for a fee or other monetary consideration.

2.3 **Computer Fraud** means unauthorised:

(a) transfer, payment, or delivery of **Money** or **Securities**; or

(b) transfer or delivery of **Property**.

For the avoidance of doubt, **Computer Fraud** does not include any form of **Social Engineering Fraud**.

2.4 **Computer System** means computer hardware, software, firmware, and the data stored on such hardware, software or firmware, as well as associated input and output devices, data storage devices, networking equipment and storage area network or other electronic data backup facilities which are leased, owned or operated by an **Insured** or operated for the benefit of an **Insured** by another entity under written agreement with such **Insured**.

2.5 **Computer Violation** means the fraudulent:

(a) unauthorised access into a **Computer System**.

(b) entry of **Data** directly into a **Computer System** or deleting of **Data** from a **Computer System**;

(c) direct change to **Data** elements or program logic of a **Computer System**, which is kept in a machine readable format; or

(c) introduction of self-executing instructions or programming language in the form of a virus or other malicious software directly into a **Computer System**,

directed against an **Insured**.

2.6 **Computer Violation Expenses** means reasonable expenses resulting from any direct loss covered under Insuring Clause 1.1 (Employee Theft Coverage), 1.5 (Computer Fraud Coverage) or 1.9 (Client Coverage), following a **Computer Violation**, which is excess of the Deductible Amount applicable to such direct loss (other than regular or overtime wages, salaries or fees of the company directors, officers or employees of an **Insured** or office overheads, travel costs unrelated to a loss covered under this **Policy** or other administration costs) incurred by an **Insured**, with the **Insurer's** prior written consent, which shall not be

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unreasonably withheld or delayed, to reproduce or duplicate damaged or destroyed **Data** or computer programs. If such **Data** or computer programs cannot be duplicated from other **Data** or computer programs, then **Computer Violation Expenses** shall also include reasonable costs incurred for the time taken for computer programmers, technical experts or consultants to restore such **Data** or computer programs to substantially the same level or operational capability existing immediately before the covered loss. **Computer Violation Expenses** shall not include expenses incurred by any **Client**.

2.7 **Counterfeit Currency Fraud** means the acceptance in good faith and in the ordinary course of business by an **Insured** of:

(a) any postal or money order issued, or purporting to have been issued, by any post office, which is not paid by the post office upon presentation; or

(b) counterfeit currency.

2.8 **Credit Card Fraud** means the **Forgery** or alteration of, on or in, any written instrument required in connection with any credit card issued to an **Insured** or at the request of an **Insured**, to any **Employee** or to any partner of an **Insured** that is a partnership.

2.9 **Data** means representation of information, knowledge, facts, concepts or instructions which are processed and stored in a **Computer System**.

2.10 **Discovery** or **Discovered** means knowledge acquired by an **Executive** or **Insurance Representative** of facts which would cause a reasonable person to believe a loss of the type covered by this **Coverage Section** has occurred or acts have taken place which may subsequently result in such loss. This includes loss:

(a) sustained prior to the inception date of this **Coverage Section**;

(b) loss which does not exceed the Deductible Amount shown in Item 2. of the Schedule; or

(c) loss which the exact amount or details of which are unknown.

Discovery or **Discovered** shall not include knowledge acquired or possessed by an **Executive** or **Insurance Representative** whether acting alone or in collusion with an **Employee** or any other person, who is a participant in the fraud or dishonesty.

2.11 **Employee** means a natural person:

(a) while in the regular service of an **Insured** in the ordinary course of such **Insured's** business whom such **Insured** has the right to govern and direct in the performance of such service whether the **Insured** compensates such person by salary, wages and/or commissions or whether such person is a volunteer;

(b) who is an **Executive** while performing acts within the scope of the usual duties of an employee as described in paragraph (a) of this definition;

(c) while in the service of any **Superannuation Fund** as fiduciary, trustee, administrator, officer or employee as described in paragraph (a) of this definition; or

(d) assigned to perform duties within the scope of the usual duties of an employee, as described in paragraph (a) of this definition, within **Premises** for an **Insured** by any agency furnishing temporary personnel on a contingent or part time basis. However, this **Coverage Section** does not cover any loss caused by any such person if such loss is also covered by any insurance or sureties held by the agency furnishing such temporary personnel to an **Insured**.

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Employee shall not include any agent, broker, factor, commission, merchant, consignee, contractor, subcontractor or similar representative.

2.12 **Executive** means a natural person who is duly elected or appointed director or officer, or equivalent positions in any jurisdiction, of an **Insured**. **Executive** shall include a partner of an **Insured** that is a partnership.

2.13 **Financial Instrument** means a cheque, draft or similar written promise, order or direction to pay an amount of money that is drawn by or drawn upon an **Insured** or made or drawn by any person acting as an **Insured's** agent or that is purported to have been so made or drawn.

2.14 **Forgery** means the signing of another natural person's name with the intent to deceive, whether such signature is handwritten or mechanically or electronically produced or reproduced. However, **Forgery** does not include the signing of a natural person's own name in whole, in any capacity for any purpose, and whether with or without authority.

For the avoidance of doubt, **Forgery** does not include any form of **Social Engineering Fraud**.

2.15 **Funds Transfer Fraud** means fraudulent electronic, telegraphic, cable, teletype, facsimile, telephonic or written instructions (other than **Forgery**) purportedly issued by an **Insured** and issued to a financial institution directing such financial institution to transfer, pay or deliver **Money** or **Securities** from any account maintained by such **Insured** at such financial institution, without such **Insured's** knowledge or consent.

For the avoidance of doubt, **Funds Transfer Fraud** does not include any form of **Social Engineering Fraud**.

2.16 **Insurance Representative** means an **Employee** designated to represent an **Insured** for the purpose of effecting and maintaining insurance.

2.17 **Insured** means collectively, the **Organisation**, any **Subsidiary** and, with respect to Insuring Clause 1.1 (Employee Theft Coverage) only, any **Superannuation Fund**.

2.18 **In Transit** means **Money**, **Securities** or **Property** being conveyed outside the **Premises**, from one person or place to another, by an **Insured** while in the custody of an **Employee** or a person duly authorised by an **Insured** to have custody of such **Money**, **Securities** or **Property**. Such conveyance begins immediately upon receipt of **Money**, **Securities** or **Property** by the persons described above from such **Organisation** and ceases immediately upon delivery to the designated recipient or its agent.

2.19 **Investigative Costs** means reasonable expenses, (other than regular or overtime wages, **Salary** or fees of the company directors, officers or employees of an **Insured** or office overheads, travel costs unrelated to a loss or other administration costs) incurred by an **Insured**, with the **Insurer's** prior written consent, which shall not be unreasonably withheld or delayed, to establish the existence and amount of any direct loss covered by Insuring Clause 1.1 (Employee Theft Coverage) through to 1.11 (Social Engineering Fraud Coverage), which are excess of the Deductible Amount applicable to such direct loss. **Investigative Costs** shall not include expenses incurred by any **Client**.

2.20 **Money** means currency, coin, bank notes and bullion, cheques, travellers cheques, registered cheques, postal orders, money orders held for sale to the public or funds.

2.21 **Premises** means the interior of any building occupied by an **Insured** in conducting its business.

2.22 **Property** means tangible property other than **Money** or **Securities**.

2.23 **Robbery** means the unlawful taking of **Money**, **Securities** or **Property** from the custody of an **Employee** or other natural person (except a person acting as a watchman, porter or caretaker) authorised by an **Insured**

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to have custody of such **Money**, **Securities** or **Property**, by violence or threat of violence, committed in the presence and awareness of such **Employee** or other natural person.

2.24 **Safe Burglary** means the unlawful taking of **Money**, **Securities** or **Property** by forcible or violent entry from a locked vault or safe located within the **Premises**.

2.25 **Salary** means compensation an **Insured** pays an **Employee**, including but not limited to any bonus, commission, incentive payments and the cost of health, welfare and superannuation benefits.

2.26 **Securities** means negotiable and non-negotiable instruments representing a share, participation or other interest in the property or enterprise of an entity, such as company stock or bonds.

2.27 **Social Engineering Fraud** means the intentional misleading of an **Employee**, through misrepresentation of a material fact which is relied upon by an **Employee**, believing it is genuine.

2.28 **Subsidiary** means any organisation in which one or more **Insureds**:

(a) controls the composition of the organisation's board;

(b) is in a position to cast, or control the casting of, more than fifty percent (50%) of the maximum number of votes that might be cast at a general meeting of the organisation; or

(c) holds more than fifty percent (50%) of the issued share capital of the organisation (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital).

2.29 **Theft** means the unlawful taking of **Money**, **Securities** or **Property** to the deprivation of an **Insured** with respect to Insuring Clause 1.1 (Employee Theft Coverage); or a **Client** with respect to Insuring Clause 1.9 (Client Coverage).

2.30 **Third Party** means a person other than an **Employee**, or a person acting in collusion with an **Employee**.

2.31 **Vendor** means any entity or natural person that has provided goods or services to an **Organisation** under a legitimate pre-existing arrangement or written agreement.

3. Exclusions

AA. Exclusions Applicable to Section 2. (Definitions)

Certain defined terms in Section 2. (Definitions) of this **Coverage Section** contain exclusions that change, limit or reduce cover under this **Coverage Section**. The exclusions contained in those defined terms are listed below:

3.AA.1 Computer Fraud

Computer Fraud (Definition Section 2.3) does not include any form of **Social Engineering Fraud**.

3.AA.2 Computer Violation Expenses

Computer Violation Expenses (Definition Section 2.6) shall not include expenses:

(a) that are regular or overtime wages, salaries or fees of the company directors, officers or employees of an **Insured** or office overheads, travel costs unrelated to a loss covered under this **Policy** or other administration costs); or

(b) that are incurred by any **Client**.

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3.AA.3 Discovery or Discovered

Discovery or **Discovered** (Definition Section 2.10) shall not include knowledge acquired or possessed by an **Executive** or **Insurance Representative** whether acting alone or in collusion with an **Employee** or any other person, who is a participant in the fraud or dishonesty.

3.AA.4 Employee

Employee (Definition Section 2.11) shall not include any agent, broker, factor, commission, merchant, consignee, contractor, subcontractor or similar representative.

3.AA.5 Forgery

Forgery (Definition Section 2.14) does not include:

(a) the signing of a natural person's own name in whole, in any capacity for any purpose, and whether with or without authority; or

(b) any form of **Social Engineering Fraud**.

3.AA.6 Funds Transfer Fraud

Funds Transfer Fraud (Definition Section 2.15) does not include any form of **Social Engineering Fraud** or **Forgery**.

3.AA.7 Investigative Costs

Investigative Costs (Definition Section 2.19) shall not include expenses:

(a) that are regular or overtime wages, **Salary** or fees of the company directors, officers or employees of an **Insured** or office overheads, travel costs unrelated to a loss or other administration costs; or

(b) that are incurred by any **Client**.

3.AA.8 Property

Property (Definition Section 2.22) means tangible property other than **Money** or **Securities**.

3.AA.9 Robbery

Robbery (Definition Section 2.23) shall not include the unlawful taking of **Money**, **Securities** or **Property** from the custody of a person acting as a watchman, porter or caretaker.

3.AA.10 Third Party

Third Party (Definition Section 2.30) does not include an **Employee**, or a person acting in collusion with an **Employee**.

A. Exclusions Applicable to All Insuring Clauses

No coverage will be available under this **Coverage Section** for:

3.A.1 Confidential Information

loss of any trade secrets, confidential processing methods or confidential information or resulting from the access or disclosure of a person's confidential or personal information.

3.A.2 Shareholder

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loss due to fraud or dishonesty by any person or partner controlling at any time more than ten percent (10%) of the issued share capital of an **Organisation** (but, if that loss would, but for this Exclusion, be covered under Insuring Clause 1.1 (Employee Theft Coverage) or 1.9 (Client Coverage), then the **Insurer** shall pay so much of that loss as exceeds the value of that person's or partner's shareholding on the day immediately preceding the date of **Discovery** of the loss).

3.A.3 War

loss or damage due to war (whether declared or not); civil war; insurrection; rebellion or revolution; military, naval or usurped power; governmental intervention, expropriation or nationalisation; or any act or condition incident to any of the above.

3.A.4 Loss of Income

loss of income or the increased cost of working as the result of any loss, except for any **Computer Violation Expenses**, covered under this **Coverage Section**.

3.A.5 Consequential Loss

indirect or consequential loss or damage of any kind. This Exclusion shall not apply to **Investigative Costs** and **Computer Violation Expenses**.

3.A.6 Legal Proceedings

fees, costs or expenses incurred or paid by an **Insured** in prosecuting or defending any legal proceeding or claim. This Exclusion shall not apply to the coverage provided under Section 4.9 (Legal Expenses).

3.A.7 Insured Advantage

loss sustained by one **Insured** to the advantage of any other **Insured**.

3.A.8 Safe Deposit or Armoured Motor Vehicle

loss of or damage to **Money**, **Securities** or **Property** while in the custody of any bank or authorised deposit taking institution, armoured motor vehicle company or any person who is duly authorised by an **Insured** to have custody of **Money**, **Securities** or **Property**. This Exclusion shall not apply to the extent that coverage is excess of the amount recovered or received by an **Insured** under a contract, if any, with, or insurance carried by, any of the above or any other insurance or indemnity in force which would cover the loss in whole or in part.

3.A.9 Trading

loss resulting directly or indirectly from any trading of **Money**, **Securities** or **Property**, whether or not in the name of an **Insured** and whether or not in a genuine or fictitious account. This Exclusion shall not apply to loss otherwise covered under Insuring Clause 1.1 (Employee Theft Coverage), which results in improper financial gain to an **Employee** (loss under this section shall mean only the amount of improper financial gain to such **Employee** and shall not include **Salary**, commissions, fees or compensation, including but not limited to, promotions and raises associated with employment, paid by an **Insured** to such **Employee**).

3.A.10 Data

fees, costs or expenses incurred or paid:

(a) as a result of the reconstitution of **Data** if an **Insured** knowingly uses illegal copies of programs;

(b) to render the **Data** usable by replacement processing equipment;

(c) to design, update or improve software programs or to perfect their operation or performance; or

(d) as a result of an alteration in **Data** held on magnetic media due to the effect of magnetic fields, their incorrect use or the obsolescence of the **Computer System**.

3.A.11 Fire

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loss or damage due to fire. This Exclusion does not apply to loss of **Money** or **Securities** or damage to any safe or vault caused by the application of fire for the purpose of **Safe Burglary**.

3.A.12 Authorised Representative

loss or damage due to **Theft**, fraud, dishonesty, **Forgery**, **Computer Fraud**, **Fund Transfer Fraud**, **Counterfeit Currency Fraud**, **Credit Card Fraud**, **Social Engineering Fraud** or any criminal act (other than **Robbery** or **Safe Burglary**) committed by any authorised representative of an **Insured**, whether acting alone or in collusion with others. This Exclusion does not apply to loss otherwise covered under Insuring Clause 1.1 (Employee Theft Coverage) or 1.9 (Client Coverage), resulting from **Theft**, fraud or dishonesty committed by an **Employee** acting in collusion with such authorised representative.

3.A.13 Cryptocurrency

loss of cryptocurrency or cryptoassets, or any other electronic or digital medium of exchange or store of value, including but not limited to digital or virtual tokens.

3.A.14 *Extortion*

a kidnap, ransom or other extortion payment (as distinct from **Robbery**) surrendered to any person as a result of a threat to do bodily harm to any person or a threat to do damage to any property.

3.A.15 Temporary Personnel

any loss caused by any natural person who meets the definition of **Employee**, as defined in Section 2.11 (d) (Definitions), if such loss is also covered by any insurance or sureties held by the agency furnishing such temporary personnel to an **Insured.**

B. Exclusions Applicable to Insuring Clause 1.1 (Employee Theft Coverage) or 1.9 (Client Coverage) Only

No coverage will be available under Insuring Clause 1.1 (Employee Theft Coverage) or 1.9 (Client Coverage) for:

3.B.1 Known Dishonesty

loss caused by an **Employee** which is sustained by an **Insured**:

(a) after an **Executive** or **Insurance Representative** becomes aware of a **Theft**, fraud or dishonesty committed by such **Employee** while employed with an **Insured**;

(b) after an **Executive** or **Insurance Representative** becomes aware of a **Theft**, fraud, or dishonesty involving **Money**, **Securities** or **Property** in an amount greater than or equal to twenty-five thousand dollars ($25,000), committed by an **Employee** prior to employment with an **Insured** unless the **Insured** acts appropriately on the basis of that awareness and takes all reasonable steps to protect the business of the **Insured.**

3.B.2 Agents

loss caused by any agent, broker, factor, commission merchant, consignee, contractor, subcontractor or similar representative.

C. Exclusions Applicable to Insuring Clause 1.2 (Premises Coverage) or 1.3 (In Transit Coverage) Only

No coverage is available under Insuring Clause 1.2 (Premises Coverage) or 1.3 (In Transit Coverage) for loss or damage:

3.C.1 Forgery

due to **Forgery**, **Computer Fraud**, **Counterfeit Currency Fraud, Credit Card Fraud** or **Funds Transfer Fraud**.

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3.C.2 Mail

of or to **Money**, **Securities** or **Property** while in the mail or in the custody of a carrier for hire other than an armoured motor vehicle company.

D Exclusions Applicable to Insuring Clause 1.4 (Forgery Coverage) Only

No coverage is available under Insuring Clause 1.4 (Forgery Coverage) for loss due to **Forgery** or alteration of:

3.D.1 Third Party

any **Financial Instrument** committed by any **Third Party** in collusion with any **Employee**.

3.D.2 Coupons

any registered or coupon obligation issued or purportedly issued by an **Insured**, or any coupons whether attached or detached.

E. Exclusions Applicable to Insuring Clause 1.8 (Credit Card Fraud Coverage) Only

No coverage is available under Insuring Clause 1.8 (Credit Card Fraud Coverage) for loss due to any forgery or alteration of, on or in any written instrument. This Exclusion shall not apply if:

3.E.3 Credit Card Conditions

the provisions, conditions and other terms under which the involved credit card was issued were fully complied with.

3.E.4 Legal Liability

an **Insured** is legally liable to the issuer of such credit card for such loss.

F. Exclusions Applicable to Insuring Clause 1.11 (Social Engineering Fraud Coverage) Only

No coverage is available under Insuring Clause 1.11 (Social Engineering Fraud Coverage) for:

3.F.1 Coverage Afforded under Other Insuring Clauses

loss or damage due to **Theft** by an **Employee**, **Forgery**, **Computer Fraud**, **Funds Transfer Fraud**, **Counterfeit Currency Fraud** or **Credit Card Fraud**.

3.F.2 Forgery Insuring Clause

loss pursuant to coverage afforded under Insuring Clause 1.4 (Forgery Coverage).

G. Exclusion Applicable to Insuring Clauses 1.2 (Premises Coverage), 1.3 (In Transit Coverage), 1.4 (Forgery Coverage), 1.5 (Computer Fraud Coverage), 1.6 (Funds Transfer Fraud Coverage) or 1.8 (Credit Card Fraud Coverage)

No coverage is available under Insuring Clauses 1.2 (Premises Coverage), 1.3 (In Transit Coverage), 1.4 (Forgery Coverage), 1.5 (Computer Fraud Coverage), 1.6 (Funds Transfer Fraud Coverage) or 1.8 (Credit Card Fraud Coverage) for:

3.G.1 Fraudulent Instructions

loss resulting from any transfer, payment or delivery of **Money**, **Securities** or **Property** as the direct result of **Social Engineering Fraud**.

4. Conditions

4.1 Discovery and Liability for Prior Losses

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Coverage is available for loss sustained at any time and **Discovered** during the **Policy Period**, or the Extended Discovery Period, if applicable.

In the event that loss, which would otherwise be covered under this **Coverage Section**, is sustained prior to this **Coverage Section's** inception date; or the effective date of coverage for an additional **Insured**; or the effective date of any coverage added by endorsement, such prior loss is subject to the following:

(a) if an **Insured** was insured under a prior policy issued by a company other than the **Insurer** which, at the time such loss was sustained afforded coverage for such loss, and such loss was first discovered prior to the expiration of the time allowed for discovery under such prior policy, then no coverage shall be available under this **Coverage Section**. However this shall not apply where the total amount of covered loss exceeds the limit of liability of such prior policy and, in such an event, the **Insurer's** Limit of Liability for any such loss will be in excess of the limit of liability of such prior policy and will be subject to all of the terms and conditions of this **Coverage Section**; or

(b) if an **Insured** was insured under a prior policy issued by the **Insurer** which, at the time such loss was sustained, afforded coverage for such prior loss, then such prior policy shall terminate as of the inception date of this **Coverage Section** and such prior policy shall not cover any loss not discovered and notified to the **Insurer** prior to the inception date of this **Coverage Section**. In such an event, the **Insurer's** Limit of Liability for any such prior loss shall be the applicable Limit of Liability as shown in Item 1. of the Schedule of this **Coverage Section**.

4.2 Limit of Liability and Deductible Amount

The **Insurer's** maximum liability for each loss shall not exceed the Limit of Liability applicable to such loss as shown in Item 1. of the Schedule, regardless of the number of **Insureds** sustaining the loss.

If a direct loss is covered under more than one Insuring Clause, the maximum amount payable under this **Coverage Section** shall not exceed the largest applicable Limit of Liability of any such Insuring Clause.

All loss resulting from a single act or any number of acts of the same **Employee** or **Third Party**, and all loss whether such act or acts occurred before or during the **Policy Period**, will be treated as a single loss and the applicable Limit of Liability will apply, subject to Section 4.1 (Discovery and Liability for Prior Losses).

The **Insurer's** liability under this **Coverage Section** shall apply only to that part of covered loss which is excess of the applicable Deductible Amount shown in Item 2. of the Schedule. No Deductible Amount shall apply to loss sustained by any **Superannuation Fund** covered under this **Coverage Section**.

4.3 Ownership

The **Insurer's** liability under this **Coverage Section** shall apply only to **Money**, **Securities**, or **Property** owned by an **Insured**; for which it is legally liable; or held by it in any capacity, whether or not it is liable, provided that the **Insurer** shall not be liable for damage to **Premises** unless an **Insured** is the owner of such **Premises** or is legally liable for such damage.

With respect to Insuring Clause 1.9 (Client Coverage) only, the **Insurer's** liability under this **Coverage Section** shall apply only to **Money**, **Securities** or **Property** owned by a **Client** for which an **Insured** is legally liable or held by it in any capacity.

4.4 Non-Accumulation of Liability

The limits shown in the schedule are the **Insurer's** maximum liability for all **Insureds** together, not maximum liabilities per **Insured**.

Regardless of the number of years this coverage remains in effect and the total premium amounts due or paid, the amount the **Insurer** shall pay for any loss shall not be cumulative from year to year or from **Policy Period** to **Policy Period**.

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4.5 Notice - Proof of Loss

It is a condition of coverage under this **Coverage Section** that, upon **Discovery**, the **Company** will:

(a) give written notice to the **Insurer** as soon as reasonably practicable, and in no event later than ninety (90) days after such **Discovery**;

(b) furnish a proof of loss with the fullest extent of particulars that are available to the **Insured** to the **Insurer** within six (6) months of such **Discovery**;

(c) produce all pertinent records to the extent such records are available to the **Insured** at such reasonable times and places as the **Insurer** designates; and

(d) fully co-operate with the **Insurer** in all matters pertaining to a claim for loss, noting that this does not require the **Insured** to act under the direction of the **Insurer**.

The **Insurer** will not accept as a part of any proof of loss, any computation or comparison which involves in any manner a profit and loss computation or comparison. The **Company** may offer a comparison between an **Insured's** or **Client's** inventory records and actual physical counts of its inventory to prove the amount of loss only where an **Insured** establishes that, wholly apart from such comparison, it has sustained a covered loss caused by an **Employee**.

4.6 Valuation

The **Insurer** shall pay on the bases of valuation set out below in respect of the following categories of covered loss:

(a) loss in respect of **Securities**: the least of:

  (i) the actual market value of lost, damaged or destroyed **Securities** at the closing price of such **Securities** on the business day immediately preceding the day on which the loss is **Discovered**;

  (ii) the cost of replacing the **Securities**; or

  (iii) the cost to post a lost instrument bond.

  Such costs shall be paid by the **Insurer** on behalf of an **Insured**;

(b) loss in respect of books of account or other records: the cost of blank books, pages, CD-ROMS or discs or other blank materials to replace lost or damaged books of account or other records; and

(c) loss in respect of other personal property: the least of the price paid by an **Insured** for personal property or the cost to repair or replace such property with property of similar quality and value at the time the **Company** furnishes proof of loss in compliance with Section 4.5 (Notice - Proof of Loss).

4.7 Termination as to any Employee

For the purposes of coverage under Insuring Clause 1.1 (Employee Theft Coverage) and 1.9 (Client Coverage), **Employee** shall include an **Employee** for a period of sixty (60) days following termination of employment with an **Insured**.

4.8 Extended Discovery Period

If this **Coverage Section** is terminated or not renewed by the **Insurer** for any reason, other than non-payment of premium, the **Insured** shall have the right upon payment of one hundred percent (100%) of the annual premium for this **Coverage Section**, to an Extended Discovery Period of three hundred and sixty-five (365) days from the date of termination or non-renewal within which to report any losses first **Discovered** during such three hundred and sixty-five (365) day period, but only to the extent such losses were sustained prior to the effective date of termination or non-renewal.

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The right to the Extended Discovery Period shall lapse unless written notice of such election, together with payment of the additional premium due, is received by the **Insurer** within ninety (90) days following the effective date of termination or non-renewal of this **Coverage Section**.

If the Extended Discovery Period is purchased in accordance with this section, then:

(a) it cannot be cancelled by the **Insureds** or the **Insurer**; and

(b) the entire premium shall be deemed fully earned at the inception of the Extended Discovery Period.

4.9 Legal Expenses

In addition to the Limits of Liability shown in Item 1. of the Schedule, the **Insurer** shall pay the **Company**:

(a) with respect to **Forgery** coverage under Insuring Clause 1.4 (Forgery Coverage), reasonable court costs and legal fees incurred and paid with the **Insurer's** prior written consent, which shall not be unreasonably withheld or delayed, in defending an **Insured** or an **Insured's** bank or approved deposit taking institution in any legal proceeding brought against it to enforce payment of a **Financial Instrument**.

(b) with respect to Credit Card Fraud coverage under Insuring Clause 1.8 (Credit Card Fraud Coverage), reasonable court costs and lawyers' fees incurred and paid with the Insurer's prior written consent, which shall not be unreasonably withheld or delayed, in defending an Insured in any legal proceeding brought against it to enforce payment of a written instrument required in connection with any credit card.

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Forefront Portfolio Insurance Policy

Statutory Liability Coverage Section

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Forefront Portfolio Insurance Policy - Statutory Liability Coverage Section Schedule

No.	Title	Description	
Item 1.	Aggregate Limit of Liability for this **Coverage Section**	Statutory Liability Coverage Section	$500,000
	Insuring Clause Limit of Liability	Statutory Liability	$500,000
Item 2.	Deductible Amount	$15,000	
Item 3.	Pending or Prior Litigation Date	30-April-2025	
Item 4.	Endorsement(s) Effective at Inception	1	

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Forefront Portfolio Insurance Policy - Statutory Liability Coverage Section Endorsement(s)

Endorsement Number:	1
Policy Number:	AUML012971
Company:	Latrobe Village Services Association Inc
Effective Date:	30-April-2026

Communicable Disease Endorsement – Failure to Follow Protocols

This endorsement varies the standard terms of your policy. It may expand, reduce, or impose additional conditions on your cover as set out in the standard policy terms and should be read carefully.

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

It is agreed that:

1. Section 4, Exclusions, B. Exclusions Applicable to All Insuring Clauses, is amended by adding the following:

   based upon, arising from or in consequence of:

   (a) the **Insured's** failure to take reasonable steps to observe and comply with applicable laws, governmental rules and official guidelines concerning:

      (i) an actual or suspected outbreak of a **Communicable Disease**; or

      (ii) the threat or fear of a **Communicable Disease** (whether actual or perceived); or

   (b) the **Insured's** actual or alleged:

      (i) failure to reasonably assess and address (including making any necessary disclosures) on an ongoing basis; or

      (ii) provision of false and misleading statements in relation to; or

      (iii) failure to take reasonable steps to mitigate,

   the risk a **Communicable Disease** poses to the **Insured's** business, employees, suppliers, clients, customers or to the **Insured's** financial performance.

2. Section 3, Definitions, is amended by adding the following:

   Communicable Disease means any:

   (a) Coronavirus and any strain of Coronavirus or its sequalae; or

   (b) Atypical Pneumonia or any strain of such atypical pneumonia.

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In all other respects this **Policy** remains unaltered.

This Endorsement has been signed by or on behalf of Chubb Insurance Australia Limited this 24th day of April 2026.

Authorised Employee:

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Forefront Portfolio Insurance Policy - Statutory Liability Coverage Section Wording

In consideration of payment of the premium and subject to the terms and conditions of this **Policy**, the **Insurer** and the **Insured** agree as follows:

1. Insuring Clauses

1.1 Statutory Liability Coverage

The **Insurer** shall pay on behalf of an **Organisation**, **Loss** on account of any **Claim** first made during the **Policy Period**, or, if exercised, during the Extended Reporting Period, for a **Wrongful Act** occurring before or during the **Policy Period**.

2. Extensions

Cover as set forth in the Extensions below is subject to all the provisions of this **Coverage Section** unless stated otherwise.

2.1 Advancement of Defence Costs

The **Insurer** shall, prior to the final disposition of any **Claim**, pay in advance any **Defence Costs** within thirty (30) days of receipt of an invoice for same.

Any **Defence Costs** paid in advance to the **Organisation** shall be repaid to the **Insurer** by the **Organisation**, severally according to their respective interests, if and to the extent it is determined that such **Defence Costs** are not insured under this **Coverage Section**.

2.2 Estate, Heirs, Legal Representatives, Assigns, Spouse and/or Domestic Partners

All provisions of this **Coverage Section**, including without limitation the Deductible Amounts, that are applicable to **Loss** incurred by the **Insured Person** shall also apply to loss incurred by the estate, heirs, legal representatives, assigns, spouse and/or **Domestic Partner** of such **Insured Person**.

3. Definitions

When used in bold type in this **Coverage Section**:

3.1 **Act** means

(a) any Act of the Parliament of the Commonwealth of Australia and/or New Zealand and any Act of the Parliaments of the States or Territories of the Commonwealth of Australia, including any subordinate or delegated legislation made under those Acts; and

(b) any amendment, consolidation or re-enactment of any of the above Acts or legislation.

3.2 **Claim** means any written notice received by an **Organisation** alleging a **Wrongful Act** resulting in the **Organisation** being liable to pay a **Penalty**.

3.3 **Defence Costs** means that part of **Loss** consisting of reasonable costs, charges, fees (including but not limited to legal counsels' fees and experts' fees) and expenses (other than regular or overtime wages, salaries or fees of

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the partners, directors, officers or employees of the **Organisation** or office overheads, travel costs unrelated to a **Claim** or other administration costs) incurred in defending, investigating or settling any **Claim** and the premium for appeal, attachment or similar bonds.

3.4 **Loss** means **Defence Costs** and any **Penalty** which any **Organisation** becomes legally obligated to pay on account of any covered **Claim**, including any reasonable legal costs and associated expense payable by the **Organisation** to any other party, by reason of an order of any **Regulatory Authority**.

However, **Loss** does not include:

(a) any amount for which an **Organisation** is absolved from payment by reason of any covenant or agreement or order or determination of a tribunal or court;

(b) fines or penalties imposed by law other than any **Penalty**;

(c) any amount allocated to loss not covered by this **Coverage Section** pursuant to Section 10. (Allocation), of the General Terms and Conditions; and

(d) matters for which the **Insurer** is legally prohibited from insuring under Australian law.

3.5 **Penalty** means any fine or penalty which is civil, strict or administrative which an **Organisation** is ordered to pay pursuant to any **Act** and which is insurable as a matter of law and public policy in the jurisdiction in which the **Claim** giving rise to the fine or penalty is determined.

3.6 **Regulatory Authority** means a person or entity appointed, constituted or acting under a delegation pursuant to any **Act** for the purposes of enforcement of such **Act** or another **Act**, including a person or entity authorised to collect monies payable to the Consolidated Revenue Fund, consolidated fund or any other such fund.

3.7 **Wrongful Act** means any act or failure to act, including but not limited to any error, misstatement, misleading statement, neglect, breach of trust or breach of duty committed, attempted or allegedly committed or attempted by an **Organisation**.

4. Exclusions

A. Exclusions Applicable to Section 3. (Definitions)

Certain defined terms in Section 3. (Definitions) of this **Coverage Section** contain exclusions that change, limit or reduce cover under this **Coverage Section**. The exclusions contained in those defined terms are listed below:

4.A.1 Defence Costs

Defence Costs (Definition Section 3.3) shall not include and fees and expenses that are regular or overtime wages, salaries or fees of the partners, directors, officers or employees of the **Organisation** or office overheads, travel costs unrelated to a **Claim** or other administration costs.

4.A.2 Loss

Loss (Definition Section 3.4) does not include:

(a) any amount for which an **Organisation** is absolved from payment by reason of any covenant or agreement or order or determination of a tribunal or court;

(b) fines or penalties imposed by law other than any **Penalty**;

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(c) any amount allocated to loss not covered by this **Coverage Section** pursuant to Section 10. (Allocation), of the General Terms and Conditions; and

(d) matters for which the **Insurer** is legally prohibited from insuring under Australian law.

B. Exclusions Applicable to All Insuring Clauses

The **Insurer** shall not be liable for **Loss** on account of any **Claim**:

4.B.1 Prior Notice

based upon, arising from or attributable to any fact or circumstance if written notice of such circumstance has been accepted under any policy or coverage section of which this **Coverage Section** is a renewal or replacement or which it may succeed in time.

4.B.2 Pending or Prior Litigation

based upon, arising from or attributable to any demand, suit or proceeding pending against, or order, decree or judgment entered for or against any **Organisation** on or prior to the Pending or Prior Litigation Date shown in Item 3. of the Schedule or the same or substantially the same facts or circumstances underlying or alleged in such demand, suit or proceeding, or order, decree or judgment.

4.B.3 Bodily Injury/Property Damage

(a) for bodily injury, mental illness, mental anguish, mental tension, emotional distress, sickness, disease or death of any person; or

(b) for damage to or destruction of any tangible property, including loss of use of such property, whether or not it is damaged or destroyed.

4.B.4 Restrictive Trade Practices

based upon, arising from or attributable to actual or alleged violation of any law, regulation or by-law anywhere in the world which regulates or restricts anti-trust or monopolistic behaviour or practices, price fixing, price discrimination, predatory pricing or restraint of trade, or which protects competition.

4.B.5 Damages

based upon, arising from, or attributable to:

(a) any amount payable as compensation;

(b) any compliance, remedial, reparation or restitution costs;

(c) any damages, including any exemplary, or punitive damages or the multiple portion of any multiplied damage award; or

(d) any consequential economic loss.

4.B.6 Professional Services

for any actual or alleged act or failure to act, including but not limited to any error, misstatement, misleading statement, neglect, breach of trust or breach of duty committed, attempted or allegedly committed or attempted in connection with the rendering of, or actual or alleged failure to render, any professional services to a third party.

4.B.7 Conduct of Organisation

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based upon, arising from or attributable to any deliberate conflict of interest, dishonest, deliberately criminal or deliberately fraudulent, or malicious act or failure to act or any wilful violation or wilful breach of any law, regulation or by-law anywhere in the world or duty imposed by any such law, regulation or by-law by an **Organisation**.

4.B.8 Tax

based upon, arising from or attributable to any actual or alleged act or failure to act in connection with a requirement to pay taxes, rates, duties, levies, charges, fees or any other revenue or impost or damages reflecting taxes.

4.B.9 Traffic

based upon, arising from or attributable to any actual or alleged violation of the responsibilities, obligations or duties imposed by any law, regulation or by-law relating to vehicular, air or marine traffic and any related amendments.

4.B.10 Corporations Act

based upon, arising from or attributable to any actual or alleged violation of the responsibilities, obligations or duties imposed by Sections 182, 183, 601FD, 601JD of the Corporations Act 2001 (Cth) or any similar law anywhere in the world, and any related amendments.

4.B.11 U.S.A

brought and maintained, in whole or in part, in or subject to the substantive and procedural laws of the **U.S.A**.

4.B.12 Pollution

based upon, arising from or attributable to **Pollution**.

4.B.13 Superannuation

based upon, arising from or attributable to any actual or alleged violation of the responsibilities, obligations or duties imposed by the Superannuation Guarantee (Administration) Act 1992 (Cth), the Employee Retirement Income Security Act, 1974 (USA) or any similar law anywhere in the world which applies to superannuation, retirement, health or pension plans, contributions, benefits or entitlements, and any related amendments.

4.B.14 Employment

based upon, arising from or attributable to the employment relationship or the nature, terms or conditions of employment.

4.B.15 Acts of Estate, Heirs, Legal Representatives, Assigns, Spouse and/or Domestic Partners

based upon, arising from or attributable to an act or failure to act by an **Insured Person's** estate, heirs, legal representatives, assigns, spouse or **Domestic Partner.**

5. Conditions

5.1 Severability - Imputation of Knowledge

With respect to Exclusion 4.7 (Conduct of Organisation), in order to determine if coverage is available only facts pertaining to and knowledge possessed by any past, present or future chief financial officer, in-house general counsel, chief executive officer, company secretary, chairman, president or managing director or equivalent position, of an **Organisation** shall be imputed to such **Organisation.**

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Forefront Portfolio Insurance Policy

Kidnap, Ransom and Extortion Coverage Section

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Forefront Portfolio Insurance Policy – Kidnap, Ransom and Extortion Liability Coverage Section Schedule

No.	Title	Description	
Item 1.	Aggregate Limit of Liability for this **Coverage Section**	Kidnap, Ransom and Extortion Coverage Section	$1,000,000
	Insuring Clause Limit of Liability	(a) Kidnapping or Extortion Threat Coverage	$1,000,000
		(b) Custody Coverage	$1,000,000
		(c) Expenses Coverage	$1,000,000
		(d) Accidental Loss Coverage	$100,000
		(e) Legal Liability Costs Coverage	$1,000,000
Item 2.	Sub-Limit of Liability	(a) **Recall Expenses**	$25,000
		(b) **Rest and Rehabilitation Expenses**	$25,000
Item 3.	**Excluded Territory**	As defined in definition 3.9 **Excluded Territory** of Section 3. (Definitions).	
Item 4.	Endorsement(s) Effective at Inception	1	

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Forefront Portfolio Insurance Policy - Kidnap, Ransom and Extortion Coverage Section Endorsement(s)

Endorsement Number:	1
Policy Number:	AUML012971
Company:	Latrobe Village Services Association Inc
Effective Date:	30-April-2026

Amended Definition of Excluded Territories – Russia, Belarus, Ukraine and Israel

This endorsement varies the standard terms of your policy. It may expand, reduce, or impose additional conditions on your cover as set out in the standard policy terms and should be read carefully.

By way of endorsement to the **Policy**, the parties agree as follows (subject otherwise to all other terms, conditions, limits of liability and exclusions of the **Policy**):

It is agreed that Section 3. Definitions, is amended by deleting 3.9 **Excluded Territory** in its entirety and replacing it with the following:

Excluded Territory means Afghanistan, Algeria, Angola, Belarus, Burkina Faso, Cameroon, Central African Republic, Chad, Chechnya, Colombia, Cuba, Democratic Republic of Congo, Georgia, Haiti, Indonesia, Iran, Iraq, Israel, North Korea, Liberia, Libya, Mali, Mauritania, Mexico, Nepal, Nicaragua, Niger, Nigeria, Pakistan, Peru, Philippines, Russia, Saudi Arabia, Sri Lanka, East Timor, Sierra Leone, Somalia, South Sudan, Sudan, Syria, Trinidad & Tobago, Ukraine, Venezuela, Yemen, Zimbabwe.

In all other respects this **Policy** remains unaltered.

This Endorsement has been signed by or on behalf of Chubb Insurance Australia Limited this 24th day of April 2026.

Authorised Employee:

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Forefront Portfolio Insurance Policy - Kidnap, Ransom and Extortion Coverage Section Wording

In consideration of payment of the premium and subject to the terms and conditions of this **Policy**, the **Insurer** and the **Insured** agree as follows:

1. Insuring Clauses

1.1 Kidnapping or Extortion Threat Coverage

The **Insurer** shall reimburse the **Company** for direct loss of property or other consideration surrendered as payment by or on behalf of the **Company** resulting from **Kidnapping** or **Extortion Threat**.

1.2 Custody Coverage

The **Insurer** shall reimburse the **Company** for direct loss caused by the actual destruction, disappearance, confiscation or unlawful taking of property or other consideration, which is intended as payment for a covered **Kidnapping** or **Extortion Threat**, while being held or conveyed by a person authorised by the **Company**.

1.3 Expense Coverage

The **Insurer** shall reimburse the **Company** for **Expenses** paid by the **Company** resulting directly from a covered **Kidnapping** or **Extortion Threat**, or resulting directly from a **Hijacking**, **Political Threat** or **Wrongful Detention**.

1.4 Accidental Loss Coverage

The **Insurer** shall pay the benefit amount for **Accidental Loss** resulting directly from a covered **Kidnapping** or resulting directly from a **Hijacking** or **Wrongful Detention**.

1.5 Legal Liability Costs Coverage

The **Insurer** shall reimburse the **Company** for **Legal Liability Costs**.

2. Extensions

2.1 Recall Expenses

Coverage shall extend to **Recall Expenses** up to the amount of the Sub-limit of Liability shown in Item 2. of the Schedule.

2.2 Rest and Rehabilitation Expenses

Coverage shall extend to **Rest and Rehabilitation Expenses** up to the amount of the Sub-limit of Liability shown in Item 2. of the Schedule.

3. Definitions

When used in bold type in this **Coverage Section**:

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3.1 **Accidental Loss** means **Loss of Life**, **Loss of Use**, **Loss of Sight**, **Loss of Speech and/or Hearing** or **Mutilation** of an **Insured Person** when such **Accidental Loss**:

(a) is sudden, unforeseen, unexpected and independent of any illness, disease or other bodily malfunction of such **Insured Person**; and

(b) happens by chance and arises from a source external to such **Insured Person**.

Accidental Loss extends to the exacerbation of any pre-existing illness, disease or bodily predisposition to malfunctioning of an **Insured Person** by reason of a source external to such **Insured Person**.

3.2 **Computer System** means a computer or network of computers and all input, output, processing, storage, offline media libraries and communication facilities which are connected to such computer or network of computers, provided that such computer or network of computers and facilities are owned and operated or leased and operated by an **Insured**.

3.3 **Consequential Personal Financial Loss** means pecuniary loss incurred by an **Insured Person**, including but not limited to pecuniary loss resulting directly from the failure to renew insurance contracts, the failure to exercise stock options or the failure to respond to margin or loan calls by financial institutions.

3.4 **Contaminate** means to introduce a foreign material or substance, which would render any tangible property unfit for use or sale.

3.5 **Cyber-attack** means a set of unauthorised **Instructions** that are designed to alter, damage or destroy information within a **Computer System** without the authorisation of an **Organisation**, including those **Instructions** that are self-replicating or self-propagating and are designed to contaminate computer programs or computer data, consume computer resources or in some fashion usurp the normal operation of a **Computer System**.

3.6 **Cyber Extortion** means a threat made directly against an **Organisation** to:

(a) alter, damage, destroy or render unusable any **Data** owned by such **Organisation** or for which such **Organisation** is legally liable; or

(b) disseminate, divulge or utilise a **Record**,

by the fraudulent input of **Data** by means of a **Cyber-attack** into a **Computer System** by a person or group, whether acting alone or in collusion with others, where such person or group has fraudulently accessed or alleges to have fraudulently accessed such **Computer System** and is demanding payment or a series of payments, in exchange for the mitigation or removal of such threats.

All such threats:

(i) related by a common committed, attempted or threatened act; or

(ii) made contemporaneously against the same **Organisation** or involving the same **Data**, **Record** or **Cyber-attack**,

will be deemed to constitute a single **Cyber Extortion**.

3.7 **Data** means information, knowledge, facts, concepts or instructions which are processed and stored in a **Computer System**.

3.8 **Employee** means a natural person:

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(a) while in the regular service of an **Organisation** in the ordinary course of such **Organisation's** business whom such **Organisation** has the right to govern and direct in the performance of such service whether the **Organisation** compensates such person by salary, wages and/or commissions or whether such person is a volunteer;

(b) who is an **Executive** while performing acts within the scope of the usual duties of an employee as described in (a) above; or

(c) while in the service of any **Superannuation Fund** as fiduciary, trustee, administrator, officer or employee as described in (a) above.

Employee shall not include any agent, broker, factor, commission merchant, consignee, contractor, subcontractor or similar representative.

3.9 **Excluded Territory** means Afghanistan, Algeria, Angola, Burkina Faso, Cameroon, Central African Republic, Chad, Chechnya, Colombia, Cuba, Democratic Republic of Congo, Georgia, Haiti, Indonesia, Iran, Iraq, North Korea, Liberia, Libya, Mali, Mauritania, Mexico, Nepal, Nicaragua, Niger, Nigeria, Pakistan, Peru, Philippines, Saudi Arabia, Sri Lanka, East Timor, Sierra Leone, Somalia, South Sudan, Sudan, Syria, Trinidad & Tobago, Venezuela, Yemen, Zimbabwe.

3.10 **Executive** means a natural person who is a duly elected or appointed director or officer, or equivalent positions in any jurisdiction, of an **Organisation**. **Executive** shall include a partner of an **Organisation** that is a partnership.

3.11 **Expenses** means:

(a) solely in connection with a **Kidnapping**, **Extortion Threat**, **Political Threat**, **Hijacking** or **Wrongful Detention**, only the reasonable fees and expenses for or cost of:

(i) an independent negotiator or consultant;

(ii) an independent public relations consultant;

(iii) travel and accommodation of an **Insured Person**;

(iv) independent legal advice (other than **Legal Liability Costs**);

(v) independent security guard services for a time period of up to ninety (90) days from when the independent security guard services were first engaged;

(vi) advertising, communications and recording equipment;

(vii) an independent forensic analyst;

(viii) assessment of such **Extortion Threat** or **Political Threat** by an independent security consultant;

(ix) interest for a loan taken by an **Organisation** for property or other consideration surrendered as payment under Insuring Clause 1.1 (Kidnapping or Extortion Threat Coverage);

(x) a reward paid by an **Organisation** to a natural person who provides information not otherwise available leading to the arrest and conviction of the person responsible for such **Kidnapping**, **Extortion Threat**, **Wrongful Detention** or **Hijacking**;

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(xi) the **Salary** which an **Organisation** continues to pay an **Employee** following the **Kidnapping**, **Wrongful Detention** or **Hijacking** of such **Employee**. Such coverage shall apply to the **Salary** of such **Employee** in effect at the time of such **Kidnapping**, **Wrongful Detention** or **Hijacking** and will end thirty (30) days after such **Employee** is released or suffers **Loss of Life**, or sixty (60) months after such **Kidnapping**, **Wrongful Detention** or **Hijacking** began, whichever occurs first;

(xii) the **Salary** which an **Organisation** pays a newly hired natural person to conduct the duties of an **Employee** following such **Kidnapping**, **Wrongful Detention**, or **Hijacking** of such **Employee**. Such coverage shall apply up to the **Salary** of such **Employee** in effect at the time of such **Kidnapping**, **Wrongful Detention**, or **Hijacking** and will end thirty (30) days after such **Employee** is released or suffers **Loss of Life**, or sixty (60) months after such **Kidnapping**, **Wrongful Detention** or **Hijacking** began, whichever occurs first;

(xiii) **Consequential Personal Financial Loss** which an **Insured Person** suffers as the result of such **Insured Person's** inability to attend to personal financial matters;

(xiv) reasonable medical, cosmetic, psychiatric and dental expenses incurred following an **Insured Person's** release; and

(xv) **Rest and Rehabilitation Expenses**; or

(b) solely in connection with an **Extortion Threat** to **Contaminate Merchandise**: **Recall Expenses**.

3.12 **Extortion Threat** means a threat or threats made solely and directly against an **Organisation** to:

(a) commit a **Kidnapping** of, do bodily harm to, or wrongfully abduct or detain any **Insured Person**;

(b) damage, destroy or **Contaminate** any **Property**;

(c) disseminate, divulge or utilise any **Proprietary Information**; or

(d) disseminate or make public negative information regarding **Merchandise** that has been the subject of a prior threat under (b) above,

by a person or group, whether acting alone or in collusion with others, demanding payment or a series of payments, in exchange for the mitigation or removal of such threats.

All such threats:

(i) related by a common committed, attempted or threatened act; or

(ii) made contemporaneously against the same **Organisation** or involving the same **Insured Person**, **Property**, **Proprietary Information** or **Merchandise**,

will be deemed to constitute a single **Extortion Threat**.

3.13 **Hijacking** means the unlawful detention of an **Insured Person** (other than a **Kidnapping**) by violence or threat of violence by a person or group, where such unlawful detention:

(a) occurs while traveling on or in an aircraft, watercraft or motor vehicle for a period in excess of four (4) hours; or

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(b) occurs while traveling on or in an aircraft or watercraft and results in such **Insured Person's Loss of Life**.

3.14 **Instructions** means an ordered set of **Data** representing coded information that, when executed by a **Computer System**, causes such **Computer System** to process **Data** or perform one or more operations.

3.15 **Insured** means any **Organisation** and any **Insured Person**.

3.16 **Insured Person** means:

(a) any **Employee**;

(b) any **Relative** of an **Employee**;

(c) any natural person who is employed in the household of an **Employee** while in the home of such **Employee**;

(d) any natural person who is a legal resident in the home of an **Employee** or a guest while in the home of an **Employee**;

(e) any customer or guest of an **Organisation** while on the **Premises** of such **Organisation**;

(f) any customer or guest of an **Organisation** while traveling on or in an aircraft, watercraft or motor vehicle with an **Employee**; or

(g) any natural person who is temporarily retained by an **Organisation** to deliver a ransom or extortion payment.

3.17 **Kidnapping** means an actual or alleged wrongful abduction and holding under duress or by fraudulent means of an **Insured Person** by a person or a group, whether acting alone or in collusion with others, demanding payment or a series of payments by an **Organisation**, in exchange for the release of such **Insured Person**.

3.18 **Legal Liability Costs** means the reasonable defence costs incurred by an **Organisation** and damages which an **Organisation** becomes legally obligated to pay as a result of a judgment or settlement in any suit brought by an **Insured Person** (or the estate, heirs or legal representatives of such **Insured Person**) against such **Organisation** alleging negligence or incompetence:

(a) in the hostage retrieval operations or negotiations in a covered **Kidnapping** or **Extortion Threat** (as described in sub-paragraph (a) of the definition of **Extortion Threat**) or in a **Hijacking** or **Wrongful Detention** of such **Insured Person**; or

(b) in the prevention of a covered **Kidnapping** or **Extortion Threat** (as described in sub-paragraph (a) of the definition of **Extortion Threat**) or in a **Hijacking** or **Wrongful Detention** of such **Insured Person**,

3.19 **Loss of Life** means:

(a) death, including clinical death, determined by a medical examiner or similar local governing medical authority; or

(b) the absence of communication from an **Insured Person** or those responsible for the **Kidnapping**, **Hijacking** or **Wrongful Detention** of such **Insured Person** for a period of two (2) years following the latter of:

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(i) such **Kidnapping**, **Hijacking** or **Wrongful Detention**;

(ii) the last communication from such **Insured Person**; or

(iii) the last communication from those responsible for such **Kidnapping**, **Hijacking** or **Wrongful Detention**.

3.20 **Loss of Sight** means the permanent loss of sight to the extent of legal blindness.

3.21 **Loss of Speech and/or Hearing** means the permanent total loss of the capability of speech and/or hearing.

3.22 **Loss of Use** means the permanent total loss of function of a foot, hand, or thumb and index finger.

3.23 **Merchandise** means an **Organisation's** inventory, raw materials, work in progress or products manufactured or distributed by an **Organisation**.

3.24 **Mutilation** means the permanent total loss of an entire finger, toe, ear, nose or genital organ.

3.25 **Political Threat** means a politically motivated threat or threats made solely and directly against an **Organisation** to do bodily harm to an **Employee** or a **Relative** of an **Employee** by a person or group:

(a) acting as an agent of or with tacit approval of any government or governmental entity; or

(b) acting or purporting to act on behalf of any political terrorist or insurgent party, organisation or group.

All such threats:

(i) related by a common committed, attempted or threatened act; or

(ii) made contemporaneously against the same **Employee** or **Relative** of an **Employee**,

will be deemed to constitute a single **Political Threat**.

3.26 **Premises** means buildings or facilities occupied by an **Organisation** in conducting its business.

3.27 **Property** means:

(a) all **Premises** and **Merchandise** of an **Organisation**;

(b) any other real or tangible personal property owned or leased by an **Organisation**; and

(c) any other tangible personal property for which an **Organisation** is legally liable, provided that such tangible personal property is located on the **Premises** or on any land adjacent to the **Premises** occupied by such **Organisation** in conducting its business.

3.28 **Proprietary Information** means any confidential, private or secret information of an **Organisation** and unique to such **Organisation's** business, contained in or on drawings, negatives, microfilm, tapes, transparencies, manuscripts, prints, computer discs or other records of a similar nature, provided that such information is protected by physical or electronic control or other reasonable efforts to maintain non-disclosure of such information.

3.29 **Recall Expenses** means:

(a) reasonable expenses for transportation; and

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(b) other reasonable expenses, subject to the **Insurer's** prior written consent, which shall not be unreasonably withheld or delayed,

incurred by an **Organisation** in the withdrawal, physical inspection or destruction of **Merchandise**.

3.30 **Record** means information about a customer held by an **Organisation** pertaining to that customer's relationship with such **Organisation**, which is not publicly available and is stored in an electronic medium.

3.31 **Relative** means spouses, **Domestic Partners**, siblings, ancestors, spouses' ancestors, lineal descendants or lineal descendants' spouses. Lineal descendants include adopted children, foster children and stepchildren. Ancestors include adoptive parents and step-parents.

3.32 **Rest and Rehabilitation Expenses** means reasonable expenses of rest and rehabilitation, including meals and recreation, for up to thirty (30) days, when such expenses are incurred within twelve (12) months following an **Insured Person's** release.

3.33 **Salary** means compensation an **Organisation** pays an **Employee**, including bonus, commission, incentive payments and the cost of health, welfare and superannuation benefits.

3.34 **Subsidiary** means any organisation in which one or more **Organisations**:

(a) controls the composition of the organisation's board;

(b) is in a position to cast, or control the casting of, more than fifty percent (50%) of the maximum number of votes that might be cast at a general meeting of the organisation; or

(c) holds more than fifty percent (50%) of the issued share capital of the organisation (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital).

3.35 **Wrongful Detention** means the wrongful involuntary confinement of an **Insured Person** (other than a **Kidnapping** or **Hijacking**) by a person or group, for a period of not less than four (4) hours.

4. Exclusions

AA. Exclusions Applicable to Section 3. (Definitions)

Certain defined terms in Section 3. (Definitions) of this **Coverage Section** contain exclusions that change, limit or reduce cover under this **Coverage Section**. The exclusions contained in those defined terms are listed below:

4.AA.1 Employee

Employee (Definition Section 3.8) shall not include any agent, broker, factor, commission merchant, consignee, contractor, subcontractor or similar representative.

4.AA.2 Expenses

Expenses (Definition Section 3.11) shall not include the reasonable fees and expenses for, or cost of:

(a) **Legal Liability Costs**;

(b) independent security guard services for more than ninety (90) days in total;

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(c) the **Salary** which an **Organisation** continues to pay an **Employee** or a newly hired natural person following the **Kidnapping**, **Wrongful Detention** or **Hijacking** of such **Employee**, if the payment of such **Salary** continues for:

(i) more than thirty (30) days after such **Employee** is released or suffers **Loss of Life**; or

(ii) sixty (60) months after such **Kidnapping**, **Wrongful Detention** or **Hijacking** began,

whichever occurs first.

4.AA.3 Hijacking

Hijacking (Definition Section 3.13) does not include:

(a) the unlawful detention of an **Insured Person** by violence or threat of violence by a person or group, where such unlawful detention occurs while traveling on or in an aircraft, watercraft or motor vehicle for a period of less than four (4) hours; or

(b) a **Kidnapping**.

4.AA.4 Property

Property (Definition Section 3.27) shall not include tangible personal property for which an **Organisation** is legally liable if such tangible personal property is not located on the **Premises** or on any land adjacent to the **Premises** occupied by such **Organisation** in conducting its business.

4.AA.5 Proprietary Information

Proprietary Information (Definition Section 3.28) shall not include any confidential, private or secret information of an **Organisation** and unique to such **Organisation's** business, where such information is not protected by physical or electronic control or other reasonable efforts to maintain non-disclosure of such information.

4.AA.6 Rest and Rehabilitation Expenses

Rest and Rehabilitation Expenses (Definition Section 3.32) shall not include expenses incurred beyond:

(a) thirty (30) days in total; and

(b) twelve (12) months from the date of an **Insured Person's** release.

4.AA.7 Wrongful Detention

Wrongful Detention (Definition Section 3.35) does not include:

(a) the wrongful involuntary confinement of an **Insured Person** by a person or group for a period less than four (4) hours; or

(b) a **Kidnapping** or **Hijacking**.

A. Exclusions Applicable to All Insuring Clauses

No coverage will be available under this **Coverage Section** for:

4.A.1 Employee Dishonesty

loss due to any fraudulent, dishonest or criminal act of an identifiable **Employee**, whether acting alone or in collusion with others. This Exclusion shall not apply to the extent that coverage under this **Coverage Section** is excess of the amount available to an **Organisation**, whether collectible or not, under any other bond, insurance or indemnity which would cover such loss in whole or in part.

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4.A.2 False Threats

loss resulting from fraud by an **Insured Person**, whether acting alone or in collusion with others, allegedly the subject of a **Kidnapping**, **Extortion Threat**, **Wrongful Detention**, **Political Threat** or **Hijacking** if an **Organisation** had not, prior to any payment, made reasonable efforts to determine that such **Kidnapping**, **Extortion Threat**, **Wrongful Detention**, **Political Threat** or **Hijacking** was genuine.

4.A.3 Exchange or Purchase

loss of property or other consideration surrendered or intended to be surrendered as payment by or on behalf of an **Insured Person** unless an **Organisation** agrees that such payment is on behalf of such **Organisation**.

4.A.4 Loss of Income

loss of income not realised as the result of any loss covered under this **Coverage Section**.

4.A.5 Recall Expenses

Recall Expenses for or due to:

(a) refunds for, the value of or the cost of replacing any withdrawn, damaged or destroyed **Merchandise**; or

(b) any loss, fees or expenses incurred for any known or suspected defect, deficiency or use of substandard or flawed materials necessitating the withdrawal, physical inspection or destruction of **Merchandise** in the absence of an **Extortion Threat** against such **Merchandise**.

4.A.6 Statutory Travel Requirements/Violation of Law

loss arising from **Wrongful Detention** or **Political Threat** due to:

(a) any violation of law of the host country by an **Insured**; or

(b) failure of an **Insured** to procure or maintain proper immigration, work, residence or similar visas, permits or other documentation.

4.A.7 Insured Advantage

loss sustained by one **Insured** to the advantage of any other **Insured**.

4.A.8 Loss Notified After Policy Termination

loss occurring after termination of this **Coverage Section** or any Insuring Clause, unless the **Kidnapping**, **Extortion Threat**, **Political Threat**, **Wrongful Detention** or **Hijacking** occurs prior to:

(a) termination of this **Coverage Section** as to any applicable **Insured** and is discovered and communicated in writing to the **Insurer** as soon as reasonably practicable, but in no event later than sixty (60) days following the effective date of such termination;

(b) termination of any Insuring Clause or termination of any particular coverage offered under any Insuring Clause and is discovered and communicated in writing to the **Insurer** as soon as reasonably practicable, but in no event later than sixty (60) days following the effective date of such termination; or

(c) termination of this **Coverage Section** in its entirety and is discovered and communicated in writing to the **Insurer** as soon as reasonably practicable, but in no event later than sixty (60) days following the effective date of such termination.

4.A.9 Fraud

loss resulting from fraud by an **Insured Person**, whether acting alone or in collusion with others, allegedly the subject of an **Accidental Loss**.

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4.A.10 Property

loss of any property, any payments made, or legal obligations or expenses incurred in any **Excluded Territory**.

4.A.11 Cyber

loss pursuant to:

(a) cover under the Cyber **Coverage Section**;

(b) any **Cyber Extortion**.

B. Exclusion Applicable to Insuring Clause 1.2 (Custody Coverage), 1.3 (Expenses Coverage), 1.4 (Accidental Loss Coverage) or 1.5 (Legal Liability Costs Coverage) Only

Coverage under Insuring Clause 1.2 (Custody Coverage), 1.3 (Expenses Coverage), 1.4 (Accidental Loss Coverage) or 1.5 (Legal Liability Costs Coverage), does not apply to:

4.B.1 Ransom or Extortion

loss of property or other consideration actually surrendered as a ransom or extortion payment covered under Insuring Clause 1.1 (Kidnapping or Extortion Threat Coverage).

C. Exclusions Applicable to Insuring Clause 1.1 (Kidnapping or Extortion Threat Coverage) Only

Coverage under Insuring Clause 1.1 (Kidnapping or Extortion Threat Coverage), does not apply to:

4.C.1 Robbery

loss of property or other consideration surrendered away from the **Premises** in any face to face encounter involving the use or threat of force or violence unless surrendered by a person in possession of such property or other consideration at the time of such surrender for the sole purpose of conveying it to pay a previously communicated ransom or extortion demand and unless actually surrendered to those responsible for such demand or their designee.

4.C.2 On Premises

loss of property or other consideration surrendered on the **Premises** unless brought onto the **Premises** after receipt of the ransom or extortion demand for the sole purpose of paying such demand and unless actually surrendered to those responsible for such demand or their designee.

5. Conditions

5.1. Limit of Liability

The **Insurer** shall only be liable for a **Kidnapping**, **Extortion Threat**, **Hijacking**, **Political Threat** or **Wrongful Detention** that first occurs during the **Policy Period**.

The **Insurer's** maximum liability for each loss shall not exceed the Limit of Liability applicable to such loss, as shown in Item 1. of the Schedule, regardless of the number of **Insureds** sustaining such loss.

The **Insurer's** maximum liability shall not exceed the Limit of Liability:

(a) applicable to Insuring Clause 1.1 (Kidnapping or Extortion Threat Coverage) as shown in Item 1.(a) of the Schedule: for all loss of property and other consideration actually surrendered as ransom and extortion payments arising from one **Extortion Threat**, **Kidnapping**, and any related **Extortion Threat**, **Kidnapping** or a series of related **Extortion Threats** or **Kidnappings**.

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(b) applicable to Insuring Clause 1.2 (Custody Coverage) as shown in Item 1.(b) of the Schedule: for all loss of property and other consideration intended as ransom and extortion payments arising from one **Extortion Threat** or **Kidnapping** and any related **Extortion Threat**, **Kidnapping** or a series of related **Extortion Threats** or **Kidnappings**.

(c) applicable to Insuring Clause 1.3 (Expenses Coverage) as shown in Item 1.(c) of the Schedule: for all **Expenses** arising from one **Extortion Threat**, **Kidnapping**, **Hijacking**, **Political Threat** or **Wrongful Detention** and any related **Extortion Threat**, **Kidnapping**, **Hijacking**, **Political Threat** or **Wrongful Detention**, or a series of related **Extortion Threats**, **Kidnappings**, **Hijackings**, **Political Threats** or **Wrongful Detentions**.

(d) applicable to Insuring Clause 1.4 (Accidental Loss Coverage) as shown in Item 1.(d) of the Schedule: for all **Accidental Loss** arising from one **Extortion Threat**, **Kidnapping**, **Hijacking** or **Wrongful Detention** and any related **Extortion Threat**, **Kidnapping**, **Hijacking** or **Wrongful Detention**, or a series of related **Extortion Threats**, **Kidnappings**, **Hijackings** or **Wrongful Detentions**.

(e) applicable to Insuring Clause 1.5 (Legal Liability Costs Coverage) as shown in Item 1.(e) of the Schedule: for all **Legal Liability Costs** arising from one **Kidnapping**, **Hijacking**, **Wrongful Detention** or **Extortion Threat** (as described in sub-paragraph (a) of the definition of **Extortion Threat**) and any related **Kidnapping**, **Hijacking**, **Wrongful Detention**, or **Extortion Threat** (as described in sub-paragraph (a) of the definition of **Extortion Threat**), or a series of related **Kidnappings**, **Hijackings**, **Wrongful Detentions** or **Extortion Threats** (as described in sub-paragraph (a) of the definition of **Extortion Threat**).

The **Insurer's** maximum liability for all **Recall Expenses** shall be the Sub-limit of Liability shown in Item 2.(a) of the Schedule. Such amount shall be part of, and not in addition to, the Limit of Liability shown in Item 1.(c) of the Schedule.

The **Insurer's** maximum liability for all **Rest and Rehabilitation Expenses** shall be the Sub-limit of Liability shown in Item 2.(b) of the Schedule. Such amount shall be part of, and not in addition to the Limit of Liability shown in Item 1.(c) of the Schedule.

All **Cyber Extortion** threats, as defined in Section 3.6 (Definitions):

(a) related by a common committed, attempted or threatened act; or

(b) made contemporaneously against the same **Organisation** or involving the same **Data**, **Record** or **Cyber-attack**,

will be deemed to constitute a single **Cyber Extortion**.

All **Extortion Threats,** as defined in Section 3.12 (Definitions):

(a) related by a common committed, attempted or threatened act; or

(b) made contemporaneously against the same **Organisation** or involving the same **Insured Person**, **Property**, **Proprietary Information** or **Merchandise**,

will be deemed to constitute a single **Extortion Threat**.

All **Political Threats,** as defined in Section 3.25 (definitions)

(a) related by a common committed, attempted or threatened act; or

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(b) made contemporaneously against the same **Employee** or **Relative** of an **Employee**,

will be deemed to constitute a single **Political Threat**.

5.2 Non-Accumulation of Liability

The limits shown in the schedule are the **Insurer's** maximum liability for all **Insureds** together, not maximum liabilities per **Insured**.

Regardless of the number of years this **Policy** remains in effect and the total premium amounts due or paid, whether under this **Coverage Section**, any prior bond or policy, or any renewal or replacement of this **Coverage Section**, the liability of the **Insurer** with respect to any loss shall not be cumulative from year to year or from policy period to policy period.

5.3 Loss Sustained

A loss shall be deemed to have been sustained under:

(a) Insuring Clause 1.1 (Kidnapping or Extortion Threat Coverage): at the time of the surrender of the ransom or extortion payment;

(b) Insuring Clause 1.2 (Custody Coverage): at the time of the actual destruction, disappearance, confiscation or unlawful taking of the property or other consideration;

(c) Insuring Clause 1.3 (Expenses Coverage): at the time of the payment of incurred **Expenses** by the **Organisation**;

(d) Insuring Clause 1.4 (Accidental Loss Coverage): at the time of the **Accidental Loss**; or

(e) Insuring Clause 1.5 (Legal Liability Costs Coverage): at the time the **Organisation** has made payment for any incurred expense, judgment or settlement.

5.4 Personal Assets

In the event of a ransom or extortion demand directed against an **Insured Person** rather than against an **Organisation**, property or other consideration surrendered or intended to be surrendered by or on behalf of such **Insured Person** and the **Expenses** as set forth in sub-paragraphs (a)(i) through (a)(x) and (a)(xiii) through (a)(xv) of the definition of **Expenses**; incurred by or on behalf of such **Insured Person** shall, at the option of such **Organisation**, be considered property or other consideration surrendered or intended to be surrendered on behalf of such **Organisation** and **Expenses** incurred by such **Organisation**.

5.5 Insured Knowledge

Knowledge possessed by, or discovery made by any **Executive** shall constitute knowledge possessed by, or discovery made by, the **Organisation**.

5.6 Notice - Proof of Loss

It is a condition of coverage under this **Coverage Section** that, as soon as reasonably practicable after the occurrence of any loss under this **Coverage Section**, the **Company** will:

(a) give the **Insurer** written notice of the occurrence of such loss;

(b) furnish a proof of loss with the fullest extent of particulars that are available to the **Insured** to the **Insurer** within six (6) months after such occurrence;

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(c) produce all pertinent records to the extent such records are available to the **Insured** at such reasonable times and places as the **Insurer** designates; and

(d) fully co-operate with the **Insurer** in all matters pertaining to a claim for loss, noting that this does not require the **Insured** to act under the direction of the **Insurer**.

5.7 Valuation

The **Insurer** shall pay:

(a) the cost of blank books, pages, CD-ROMS, discs or tapes or other blank materials to replace lost or damaged books of account or other records;

(b) the least of:

(i) the actual cash value of any other property or other consideration at the time of loss; or

(ii) the actually cost to repay or replace such other property with that of similar quality and value at the time of loss.

5.8 Beneficiary

The **Loss of Life** benefit amount will be paid to the **Insured Person's** designated beneficiary. The benefit amount for all other **Accidental Loss** will be paid to the **Insured Person** unless otherwise directed by the **Insured Person**.

If an **Insured Person** suffers **Loss of Life** and has not designated a beneficiary, or if the designated beneficiary is not alive, the **Insurer** will pay covered loss in the following order:

(a) to the spouse or **Domestic Partner**;

(b) in equal shares to the surviving children;

(c) in equal shares to the surviving parents;

(d) in equal shares to the surviving brothers and sisters; or

(e) to the estate,

of such **Insured Person**.

5.9 Legal Liability Coverage Conditions

The **Organisation** agrees as a condition to coverage under Insuring Clause 1.5 (Legal Liability Costs Coverage) to co-operate with the **Insurer** in conducting the defence or in negotiating the settlement of such suit, noting that this does not require the **Insured** to act under the direction of the **Insurer.**

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Privacy Statement

In this Statement, **We**, **Our** and **Us** means Chubb Insurance Australia Limited (**Chubb**).

You and **Your** refers to Our customers and prospective customers as well as those who use Our Website.

This Statement is a summary of Our Privacy Policy and provides an overview of how We collect, disclose and handle Your Personal Information. Our Privacy Policy may change from time-to-time and where this occurs, the updated Privacy Policy will be posted to Our website.

Chubb is committed to protecting Your privacy. Chubb collects, uses and retains Your Personal Information in accordance with the requirement of the *Privacy Act 1988* (Cth) and the Australian Privacy Principles (**APPs**), as amended or replaced from time-to-time.

Why We collect Your Personal Information

The primary purpose for Our collection and use of Your Personal Information is to enable Us to provide insurance services to You.

Sometimes, We may use Your Personal Information for Our marketing campaigns and research, in relation to new products, services or information that may be of interest to You.

How We obtain Your Personal Information

We collect Your Personal Information (which may include sensitive information) at various points including, but not limited to, when You are applying for, changing or renewing an insurance policy with Us or when We are processing a claim. Personal Information is usually obtained directly from You, but sometimes via a third party such an insurance intermediary or Your employer (e.g. in the case of a group insurance policy). Please refer to Our Privacy Policy for further details.

When information is provided to Us via a third party We use that information on the basis that You have consented or would reasonably expect Us to collect Your Personal Information in this way. We take reasonable steps to ensure that You have been made aware of how We handle Your Personal Information.

When do We disclose Your Personal Information?

We may disclose the information We collect to third parties, including:

- the policyholder (where the insured person is not the policyholder, i.e. group policies);
- service providers engaged by Us to carry out certain business activities on Our behalf (such as claims assessors, call centres in Australia, online marketing agency, etc);
- intermediaries and service providers engaged by You (such as current or previous brokers, travel agencies and airlines);
- government agencies (where we are required to by law);
- other entities within the Chubb group of companies such as the regional head offices of Chubb located in Singapore, UK or USA (Chubb Group of Companies); and
- third parties with whom We (or the Chubb Group of Companies) have sub-contracted to provide a specific service for Us, which may be located outside of Australia (such as in the Philippines or USA). These entities and their locations may change from time-to-time. Please contact us, if you would like a full list of the countries in which these third parties are located.

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In the circumstances where We disclose Personal Information to the Chubb Group of Companies, third parties or third parties outside Australia We take steps to protect Personal Information against unauthorised disclosure, misuse or loss.

Your decision to provide Your Personal Information

In dealing with Us, You agree to provide Us with Your Personal Information, which will be stored, used and disclosed by Us as set out in this Privacy Statement and Our Privacy Policy.

Access to and correction of Your Personal Information

Please contact Our customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com if you would like:

- a copy of Our Privacy Policy, or
- to cease to receive marketing offers from Us or persons with whom We have an association.

To request access to, update or correct Your Personal Information held by Chubb, please complete this Personal Information request form and return it to:

Email: CustomerService.AUNZ@chubb.com
Fax: +61 2 9335 3467
Address: GPO Box 4907 Sydney NSW 2001

Further Information Request

If You would like more information about how We manage Your Personal Information, please review Our Privacy Policy for more details, or contact:

Privacy Officer
Chubb Insurance Australia Limited
GPO Box 4907
Sydney NSW 2001
+61 2 9335 3200
Privacy.AU@chubb.com

How to Make a Complaint

If You are not satisfied with Our organisation, services, Our response to Your enquiry, or You have any concerns about Our treatment of Your Personal Information or You believe there has been a breach of Our Privacy Policy, or You are not satisfied with any aspect of Your relationship with Chubb and wish to make a complaint, please contact Our Complaints and Customer Resolution Service (**CCR Service**) by post, phone, fax, or email, (as below):

Complaints and Customer Resolution Service
Chubb Insurance Australia Limited
GPO Box 4065
Sydney NSW 2001
P +61 2 9335 3200
F +61 2 9335 3411
E complaints.AU@chubb.com

For more information, please read Our Complaints and Customer Resolution policy.

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Chubb's Complaint Process

We understand that you could be dissatisfied with our organisation, our products and services, or the complaints handling process itself. We take all our customer's concerns seriously and have detailed below the complaints process that you can access.

Complaints and Customer Resolution Service

Contact Details

If you are dissatisfied with any aspect of your relationship with Chubb including our products or services and wish to make a complaint, please contact our Complaints and Customer Resolution Service (**CCR Service**) by post, phone, fax, or email, (as below):

Complaints and Customer Resolution Service
Chubb Insurance Australia Limited
GPO Box 4065
Sydney NSW 2001
P +61 2 9335 3200
F +61 2 9335 3411
E complaints.AU@chubb.com

Our CCR Service is committed to reviewing complaints objectively, fairly and efficiently.

Process

Please provide us with your claim or policy number (if applicable) and as much information as you can about the reason for your complaint.

Our response

We will acknowledge receipt of your complaint within one (1) business day of receiving it from you.

We will investigate your complaint and keep you informed of the progress of our investigation at least every ten (10) business days and will make a decision in relation to your complaint in writing within thirty (30) calendar days. If we are unable to make this decision within this timeframe, we will provide you with a reason for the delay and advise of your right to take your complaint to the Australian Financial Complaints Authority (**AFCA**) as detailed below, subject to its Rules. If your complaint falls outside the AFCA Rules, you can seek independent legal advice or access any other external dispute resolution options that may be available to you.

To the extent allowable at law, if you request copies of the information we relied on to make a decision about your complaint, we must provide it within ten (10) business days of your request. Please see the General Insurance Code of Practice 2023 (codeofpractice.com.au) or contact us for further details.

Please note that if we have resolved your complaint to your satisfaction by the end of the fifth (5th) business day after we have received it, and you have not requested that we provide you a response in writing, we are not required to provide a written response. However this exemption does not apply to complaints regarding a declined claim, the value of a claim, or about financial hardship.

External Dispute Resolution

If you are dissatisfied with our complaint determination, or we are unable to resolve your complaint to your satisfaction within thirty (30) days, you may refer your complaint to AFCA, subject to its Rules.

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AFCA is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission (**ASIC**). We are a member of this scheme and we agree to be bound by its determinations about a dispute. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

You may contact AFCA at any time at:

Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001
P 1800 931 678 (free call)
F +61 3 9613 6399
E info@afca.org.au
W www.afca.org.au

Time limits may apply to complain to AFCA and so you should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to your circumstances expires

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About Chubb in Australia

Chubb is a world leader in insurance. Chubb, via acquisitions by its predecessor companies, has been present in Australia for 100 years. Its operation in Australia (Chubb Insurance Australia Limited) provides specialised and customised coverages including Business Package, Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities as well as Accident & Health, to a broad client base, including many of the country's largest companies. Chubb also serves successful individuals with substantial assets to insure and consumers purchasing travel insurance.

More information can be found at www.chubb.com/au

Contact Us

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Forefront Portfolio Insurance Policy, Australia. (Ed. 02/25)
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