



Additional Policy Benefit

(Subject to the payment of an Additional Premium)

It is hereby declared and agreed that the following is added to SECTION 1 of the Policy:-

1.6 WORKCOVER DEFENCE & INVESTIGATION COSTS

We will pay the Defence and Investigation Costs due to any investigation or Prosecution by a Government or Regulatory Authority arising from an Occurrence in respect to alleged breaches of Safety Laws or Regulations, up to a maximum of \$50,000 any one Occurrence and in the aggregate during the Period of Insurance.

This clause 1.6 does not increase the Limit of Liability under this Policy in respect of any Occurrence which happens during the Period of Insurance,

The indemnity provided under this clause 1.6 is subject to the Policy, the Schedule (Certificate of Insurance), and any Endorsement (unless otherwise expressly stated herein); and these will be considered one document and any word or expression to which a specific meaning has been attached will bear such meaning wherever it appears. Indemnity for this Clause 1.6 Workcover Defence & Investigation Costs will only be provided if it is noted as included in the Schedule (Certificate of Insurance) of the Policy, if no notation is provided in the Schedule (Certificate of Insurance) indemnity this clause 1.6 will not apply.

Additional Policy Section

CRIMINAL DEFENCE LEGAL COSTS & EXPENSES COVER

It is hereby declared and agreed that:-

We will pay Your Legal Costs and Expenses subject to the terms and conditions of this Additional Policy Section, up to a maximum of \$50,000 any one Occurrence and in the aggregate during the Period of Insurance.

This Additional Policy Section does not increase the Limit of Liability under this Policy in respect of any Occurrence which happens during the Period of Insurance.

The indemnity provided by this Additional Policy Section is subject to the Policy, Schedule (Certificate of Insurance), and any Endorsement (unless otherwise expressly stated herein); and these will be considered one document and any word or expression to which specific meaning has been attached will bear such meaning wherever it appears.

Where this Additional Policy Section is not specified as being included in the Schedule (Certificate of Insurance) then this Policy will not provide any indemnity in relation to coverage specified in this Additional Policy Section.

DEFINITIONS

The following Definitions apply to this Additional Policy Section. The main Policy Definitions apply also.

1. Appointed Solicitor

Means the solicitor appointed (See below Claims Condition 3 – Representation) to act for You.

2. Insured Event

Means any actual or alleged criminal act or omission in Australia or New Zealand committed or alleged to have been committed by You arising out of and in the course of the normal conduct by You of the Business as stated in the current Schedule (Certificate of Insurance).

3. Costs and Expenses Legal

Means legal costs, fees and disbursements reasonably and properly charged or incurred by the Appointed Solicitor in accordance with the appropriate statutory or court scale of fees and may be determined by taxation or should We deem it appropriate by a legal costs consultant approved by Us.

4. Insuring Clause

We will indemnify You up to a maximum of \$50,000 any one Occurrence and in the aggregate during the Period of Insurance as shown on the current Schedule (Certificate of Insurance) for this Additional Cover in respect of Legal Costs and Expenses incurred in;

- a) the defence of criminal proceedings in a court of criminal jurisdiction commenced against You during the Period of Insurance and arising from any insured Event.
- b) the appeal, or the defence of any appeal, against judgement , conviction or sentence in any initial proceedings.

CLAIMS CONDITIONS

The following Claims Conditions apply to this Additional Cover;

1. Presentation of a Claim

You must advise Us immediately in writing of the full circumstances of any insured Event or any actual or likely legal proceedings which give rise or is likely to give rise to a claim under this Policy and provide such proof, supporting evidence and any other information that We may request.

2. Claims Consent

a) We shall provide indemnity with respect to a claim where you are able to satisfy Us that;

- i) there are reasonable grounds for defending the legal proceedings; and
- ii) it is reasonable for Legal Costs and Expenses to be provided in the particular case.

You must obtain and forward to Us upon Our request, and at Your expense, a written opinion from Your solicitor and should We deem necessary, counsel, on the merit of the claim or legal proceedings. If the Claim is subsequently admitted by Us, the costs incurred by You in obtaining these opinions will be covered by this Policy.

b) If We either refuse to accept, or don't continue to support a claim We shall inform You of the reasons for doing so.

3. Representation

a) Upon making a claim You may either request Us to nominate a solicitor to act for You or You may nominate a solicitor to act for You.

b) Upon request for the nomination of a solicitor We shall recommend the appointment of a solicitor and you will instruct that solicitor accordingly.

c) We reserve the right to refuse the nomination of a solicitor by You without giving any reason and prior to Our acceptance of Your nomination of a solicitor. We make such enquiries as We deem appropriate with respect to that solicitor.

d) We reserve the right to instruct You to terminate the services of a solicitor nominated by You or appointed by Us if We believe it is in Your best interest to do so. You shall terminate the services of the solicitor and a new solicitor shall be appointed to act for You nominated by You and appointed by Us in the circumstances referred to above.

e) The solicitor that We agree shall be nominated to act for You shall be appointed by Us in Your name and on Your behalf.

f) Prior to Our acceptance of Your nomination of a solicitor or if You fail to nominate a solicitor We shall be entitled but not bound to instruct a solicitor on Your behalf if We consider this necessary to safeguard your immediate interests.

4. Control of a Claim

a) We shall have direct access to the Appointed Solicitor at all times and You shall co-operate fully with Us in all respects and shall keep Us fully and continually informed of all material developments in the legal representation or proceedings. At Our request You shall instruct the Appointed Solicitor to produce immediately any documents, information or advice in their possession and further shall give them such other instructions in relation to the conduct of the claim as We may require.

b) We shall not be liable for the costs or fees of council, accountants or any expert witness unless We have given Our prior approval to the appointment of such person and agreed to the proposed costs, fees or expenses.

c) Unless Our consent is first obtained We shall not be liable for any costs, fees or expenses that may be payable as a result of any agreement, undertaking or promises made or given by You to the Appointed Solicitor or to any witness, expert or other person relevant to the proceedings.

d) If in any legal proceedings You are not successful in the claim or defence put forward by You, We will not be liable for any appeal or further proceedings unless We are notified in writing of the intention to appeal no later than seven (7) clear days before the time for making an appeal expires and We consider there are reasonable prospects of such appeal succeeding and it is reasonable for Legal Costs and Expenses to be provided in the particular case.

e) At Our request You shall require the Appointed Solicitor to have the Legal Costs and Expenses taxed by the relevant statutory authority or otherwise assessed by an appropriate cost consultant approved by Us, as We may direct.

f) If for any reason the Appointed Solicitor refuses to continue acting for You or if You withdraw Your instruction from the Appointed Solicitor then Our liability will cease forthwith unless in Our absolute discretion We agree to the appointment of another solicitor to continue the claim.

g) Where You are awarded costs, You must take steps to recover Legal Costs and Expenses which would be the subject of payment under this Policy. Such Legal Costs and Expenses actually recovered will be taken into account by Us when calculating Our liability under the Policy.

5. Payment of Costs

All accounts for Legal Costs and Expenses payable under this Policy shall be submitted to Us immediately.

EXCLUSIONS

The following Exclusions apply to this Additional Policy Section.

The Policy Exclusions apply also.

We shall not be liable for any claim for Legal Costs and Expenses:

1. in respect of or arising from or relating to;
 - a) any Insured Event which occurred or is alleged to have occurred prior to the commencement of the Period of Insurance and which You knew or ought reasonably to have known was likely to give rise to legal proceedings against You;
 - b) Legal Costs and Expenses incurred prior to the written acceptance of a claim by Us;
 - c) defamation, Libel and Slander;
 - d) a dispute with Us arising from any claim under this Policy;
 - e) the defence of any criminal prosecution under any relevant motor or road traffic legislation; or
 - f) the defence of any criminal prosecution arising from or out of fraud or overcharging in relation to Commonwealth or State legislation.
2. where You
 - a) defend legal proceedings without Our consent or contrary to or in a different manner from that advised by the Appointed Solicitor;
 - b) fail to give proper instructions in due time to the Appointed Solicitor or council appointed by You; or
 - c) are responsible for delay, which is prejudicial to the successful outcome of the claim or legal proceedings.
3. for any legal proceedings in court or tribunal outside Australia or New Zealand.
4. the molestation or interference of any person(s) by You.

Further We shall not have any duty to defend any action, suit or proceedings brought against You (or any other person or body corporate who might otherwise but for the provisions of this clause be entitled to indemnity under this Policy) which either directly or vicariously seeks compensation in respect of such molestation or interference as above or any Personal Injury that results from this molestation or interference.

5. in respect of or arising from or relating to the defence of any criminal prosecution where a criminal conviction is subsequently recorded. In respect of any Insured Event whereby indemnity is provided by Us under this Additional Cover and a criminal conviction is subsequently recorded against You relating to the same Insured Event, You shall return to Us all Legal Costs and Expenses paid by Us immediately.
6. relating to the defence of any criminal prosecution not arising from or relating directly to Your Business.
7. in respect of or arising from or relating to any Occurrence which would otherwise be excluded under this Policy.

Subject otherwise to the Policy Terms, Conditions and Exclusions.