

General Product Information

This General Product Information ('GPI') provides general information only, and should be read in conjunction with the attached Policy document ('the Policy'). The GPI and the Policy contain important information which you should read carefully before deciding to take out any insurance cover.

Policy Terms and Conditions

The information contained in this GPI is general information only and does not form part of your contract of insurance with us. The Policy is our legal contract with you and contains details covering the terms, conditions and any exclusions relating to the insurance cover to be provided by us. The GPI and the Policy are important documents so please keep them in a safe place for future reference. Should you require any further information about this or any other product, please contact your authorised financial services provider.

Duty of Disclosure

It is important that you understand you are answering our questions for yourself and anyone else that you want to be covered by the Policy.

Your duty of disclosure when entering into an insurance contract

Before you enter into an insurance contract with us, you have a duty of disclosure under the Insurance Contracts Act 1984 (Cth) to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and, if so, on what terms. This duty of disclosure applies until the contract is entered into.

Your duty of disclosure for renewing an insurance contract or entering into a subsequent insurance contract

The same duty applies until we agree to any variations, extensions, reinstatements or renewal of an insurance contract.

What you are not required to disclose

You are not required to disclose any matter:

1. That diminishes the risk to be undertaken by us;
2. That is of common knowledge;
3. That we know or should know in the ordinary course of the insurance business;

4. Where we waive your duty of disclosure.

Non disclosure and its consequences

If you fail to comply with your duty of disclosure we may be entitled to reduce the amount we would pay you if you make a claim, cancel your insurance contract, or both.

Fraudulent non disclosure and its consequences

If your non disclosure is fraudulent, we may refuse to pay your claim and treat the contract as if it never existed.

Privacy

Our Privacy Policy

Our privacy policy statement is readily available on our website at www.chubb.com/au.

Your access to your personal information

You can request access to personal information which we hold about you. Your rights to access and our rights to refuse access are set out in the Privacy Act 1988 (Cth) or any successor legislation.

The General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice (Code). The Terms of the Code require us to be open, fair and honest in our dealings with you. The Code outlines the standards by which we have agreed to deal with you in relation to the standards for our employees, authorised representatives, financial hardship, information and education and access to information. The Code aims to:

- Commit us to high standards of service.
- Promote more informed relations between you and us.
- Promote trust and confidence in the insurance industry.

For more information and a copy of the Code please visit the Insurance Council of Australia's website at www.codeofpractice.com.au or www.insurancouncil.com.au

If your policy, or a part of your package policy, provides cover on a claims made or claims made and notified basis, the following two sections will apply, but not otherwise.

Claims-Made and Claims-Made and Notified Coverages

These coverages apply only to claims that are either first made against you during the period of insurance or both first made against you and notified to us in writing before the expiration of the period of the insurance cover provided by the Policy. If your Policy does not have a continuity of cover provision or provide retrospective cover then your Policy may not provide insurance cover in relation to events that occurred before the contract was entered into.

Notification of Facts That Might Give Rise to a Claim

Section 40(3) of the Insurance Contracts Act 1984 only applies to the claims-made and the claims-made and notified coverages available under the Policy.

Pursuant to Section 40(3) of the Insurance Contracts Act 1984, and only pursuant to that section, if you give notice in writing to us of facts that might give rise to a claim against you as soon as reasonably practicable after you become aware of such facts but before the insurance cover provided by the Policy expires, then we are not relieved of liability under the Policy in respect of the claim, when made, by reason only that it was made after the expiration of the period of the insurance cover provided by the Policy.

Complaint Resolution

Chubb has a Complaints handling and Dispute Resolution processes in place. We aim to respond to a complaint or to a dispute within 15 business days once we have all necessary information and have completed any investigation that may be needed.

If we cannot respond within 15 business days, we will let you know as soon as practicable within the 15 business day time frame, and nominate a reasonable alternative time. When doing this we will attempt where possible to meet any reasonable time requirements you express.

We will keep you informed about the progress of your complaint or dispute every 10 business days until we have responded to you on it.

Should you wish to make a complaint, you can contact us in the following ways:

By phone: 02 9335 3200

By mail: Complaints Chairman,
Grosvenor Place, Level 38, 225 George Street
Sydney, NSW, 2000

By email: aus.complaints@chubb.com

If you feel our response does not resolve your complaint you may tell us and ask us to treat it as a dispute. It will then be independently reviewed by our Internal Dispute Resolution Panel comprising employees with appropriate experience, knowledge and authority who have not been involved in the matter before.

Insurance Council of Australia

Where we cannot provide you with insurance cover, we will refer you to the Insurance Council of Australia (the ICA) for information about alternative insurance options (unless you already have someone acting on your behalf). The ICA has established a referral service called 'Find an Insurer'. Information on finding alternative insurers can be found at www.findaninsurer.com.au.

Financial Claims Scheme

This Policy may be a protected policy under the Financial Claims Scheme (FCS), which protects certain insureds and third parties in the event of insurers becoming insolvent. In the unlikely event of Chubb becoming insolvent you may be entitled to access the FCS, provided you meet the eligibility criteria. APRA is responsible for the administration of the FCS. Contact APRA at www.apra.gov.au or 1300 558 849.

The Policy is issued by Chubb Insurance Australia Limited ABN 23 001 642 020 AFSL 239687.

Our website can be visited at www.chubb.com/au.

1 November 2016

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

1. Insuring Clauses

The Company will provide insurance cover as set out in those of Insuring Clauses A, B, C, D and E for which Limits of Liability are stated in Item 3., 4. or 5. of the Schedule.

A. Newsmedia and Multimedia Liability

The Company shall pay, on behalf of an **Insured**, all **Loss** on account of a **Claim** first made during the **Policy Period** alleging civil liability on the part of that **Insured** arising from the conduct of a **Media Activity** by:

- (i) that **Insured**;
 - (ii) any person, partnership, firm or company acting on behalf of an **Insured Organisation**; or
 - (iii) any predecessor in business of an **Insured Organisation**,
- including, but not limited to, civil liability for:
- (a) libel, slander or any other form of defamation (whether of person or products);
 - (b) infringement or misappropriation of copyright, trade mark, service mark, design right, trade secret, know-how or any other intellectual property, but not of patent;
 - (c) intrusion upon, interference with or infringement of right to publicity, right to privacy, family life, a person's home or correspondence;
 - (d) harassment, trespass, false arrest, wrongful detention or imprisonment, wrongful entry or eviction, eavesdropping or invasion of private occupancy; or
 - (e) negligence in what is included in or omitted from **Matter**, including, but not limited to harm to any person who acts or fails to act in reliance upon **Matter**.

B. Subpoena

The Company shall pay, on behalf of each **Insured**, **Subpoena Defence Costs**.

C. Producers Liability

The Company shall pay, on behalf of each **Insured**, **Loss** on account of a **Claim** first made during the **Policy Period** alleging civil liability on the part of that **Insured** arising from the conduct of a **Production Activity** by:

- (i) that **Insured**;
- (ii) any person, partnership, firm or company acting on behalf of an **Insured Organisation**; or
- (iii) any predecessor in business of an **Insured Organisation**,

including, but not limited to, civil liability for:

- (a) libel, slander or any other form of defamation (whether of person or products);

- (b) infringement or misappropriation of copyright, trade mark, service mark, design right, trade secret, know-how or any other intellectual property, but not of patent;
- (c) intrusion upon, interference with or infringement of right to publicity, right to privacy, family life, a person's home or correspondence;
- (d) harassment, trespass, false arrest, wrongful detention or imprisonment, wrongful entry or eviction, eavesdropping or invasion of private occupancy; or
- (e) negligence in what is included in or omitted from **Matter**, including, but not limited to harm to any person who acts or fails to act in reliance upon **Matter**.

D. Internet Liability

The Company shall pay, on behalf of each **Insured**, **Loss** on account of a **Claim** first made during the **Policy Period** alleging civil liability on the part of that **Insured** arising from the conduct of an **Internet Activity** by:

- (i) that **Insured**;
 - (ii) any person, partnership, firm or company acting on behalf of an **Insured Organisation**; or
 - (iii) any predecessor in business of an **Insured Organisation**,
- including, but not limited to, civil liability for:
- (a) libel, slander or any other form of defamation (whether of person or products);
 - (b) infringement or misappropriation of copyright, trade mark, service mark, design right, trade secret, know-how or any other intellectual property, but not of patent;
 - (c) intrusion upon, interference with or infringement of right to publicity, right to privacy, family life, a person's home or correspondence;
 - (d) harassment, trespass, false arrest, wrongful detention or imprisonment, wrongful entry or eviction, eavesdropping or invasion of private occupancy; or
 - (e) negligence in what is included in or omitted from **Matter**, including, but not limited to harm to any person who acts or fails to act in reliance upon **Matter**.

E. Compensation for Court Attendance and Staff Disruption

With regard to each **Claim** first made during the **Policy Period** and **Loss** on account of which is covered by this policy:

- (i) the Company shall, if a principal, partner, director or **Employee** of an **Insured Organisation** attends a court or arbitration hearing as a witness, compensate for that person being so occupied, by paying one thousand (A\$1,000) dollars for each day on which that person attends as a witness;

- (ii) the Company shall, if a principal, partner, director or **Employee** of an **Insured Organisation** is interviewed by the lawyers conducting the defence of the **Claim** for the purpose of composing a witness statement, compensate for that person being so occupied, by paying two hundred and fifty (A\$250) dollars per hour in respect of the time certified by the lawyers as time being interviewed;
- (iii) the Company shall, if a principal, partner, director or **Employee** of an **Insured Organisation** is reasonably needed to attend a conference or consultation with legal counsel, compensate for that person being so occupied, by paying two hundred and fifty (A\$250) dollars per hour in respect of the time certified by the lawyers conducting the defence of the **Claim** as time spent in such conference or consultation; or
- (iv) the Company shall, if a principal, partner, director or **Employee** of an **Insured Organisation** attends a court or arbitration hearing as observer, compensate for that person being so occupied, by paying two hundred and fifty (A\$250) dollars for each day on which that person attends as observer, provided that the Company shall only be liable to compensate for the occupation of one observer for all **Insured Organisations** together per day.

Compensation payable by the Company pursuant to this section shall be paid to the **Insured Organisation** against which the **Claim** is made, or, if there is more than one such **Insured Organisation**, to whichever of such **Insured Organisations** as the Company shall choose. If the **Claim** is not made against an **Insured Organisation**, the Company shall pay the compensation to an **Insured Organisation** of the Company's choice.

Compensation provided for by this section in respect of a person's attendance shall only be payable where that attendance is in connection with defending, not prosecuting, a **Claim**.

2. Definitions

In this policy the word 'person(s)', wherever it appears, means legal or natural person(s) or partnership unless otherwise specified. When used in bold type in this policy:

Activity means an activity which is a **Media Activity**, **Production Activity** or **Internet Activity**.

Attendance Compensation means compensation provided for by Insuring Clause E above.

Claim means:

- (a) a written demand, whether or not containing a demand for monetary compensation, and including, but not limited to, a written demand for the retraction of **Matter** published by an **Insured**; or
- (b) a civil proceeding,

made against an **Insured** and arising from an **Activity**, including any appeal there from.

Defence Costs means that part of **Loss** consisting of reasonable and necessary costs, expenses, charges and fees (including but not limited to lawyers' and experts' fees) incurred in defending or investigating a **Claim** first made during the **Policy Period** (other than internal expenses of an **Insured Organisation**). **Defence Costs** also includes reasonable legal fees incurred in proceedings brought by an **Insured** to seek a declaration of entitlement to use a copyright or trade mark, but the Company:

- (a) shall only be liable for such fees from the time when a civil proceeding, alleging infringement or misappropriation of that copyright or trade mark, has been commenced against that **Insured** and only for as long as that civil proceeding continues; and
- (b) shall only be liable for such fees if that **Insured** is covered under this policy for **Loss** on account of that civil proceeding.

Employee means a natural person under a contract of service with an **Insured Organisation**.

Insured means a person who is an **Insured Organisation** or an **Insured Person**.

Insured Organisation means an organisation which is the **Principal Organisation** or a **Subsidiary**.

Insured Person means:

- (a) a natural person who has been, now is, or shall become a principal, partner, director or **Employee** of an **Insured Organisation**, provided that such person shall only be covered under this policy in respect of **Wrongful Acts** committed while that person is such principal, partner, director or **Employee**; or
- (b) a natural person or organisation that publishes **Matter** and whom an **Insured Organisation** has, prior to such publication, expressly or impliedly agreed to indemnify against **Claims** arising out of such publication, provided that such person or organisation shall only be covered under this policy in respect of **Wrongful Acts** committed in connection with such publication and only where none of the published **Matter** has been created, modified or provided by such person or organisation.

Solely for such **Wrongful Acts** of such natural person, **Insured Person** includes such natural person's:

- (i) lawful spouse, domestic partner, if named as co-defendant solely because of their spousal relationship or relationship as civil partner or domestic partner; and
- (ii) estate, heirs, legal representatives or assigns if such person is deceased or declared incompetent, insolvent or bankrupt.

Insured Person shall include a natural person or organisation that is an agent or independent contractor (including, but not limited to, stringers, freelancers and photographers) of an **Insured Organisation**, provided:

- (a) that such person or organisation shall only be covered under this policy in respect of **Claims** arising out of **Media Activities** carried out by that person or

organisation for or at the direction of an **Insured Organisation**; and

- (b) that, with respect to each **Claim** which the **Principal Organisation** wishes such person or organisation to be covered for, the **Principal Organisation** makes its request in writing to the Company within sixty (60) days of when one of that person or organisation and the **Principal Organisation** first becomes aware of that **Claim**.

Internet Activity means displaying or using **Matter**, including advertising, on an **Internet Site** which was created on or prior to the start date of the **Policy Period**, as part of the activities of an **Insured Organisation**.

Internet Site means an internet site stated in Item 13. of the Schedule.

Liquidated Damages means a sum of money stipulated by the parties to a contract as the amount of damages to be paid for breach of that contract.

Loss means the amount which an **Insured** is legally liable to pay on account of a **Claim** first made during the **Policy Period**, including:

- (a) damages (including punitive and exemplary damages):
 - (i) which are for libel, slander or other form of defamation; or
 - (ii) which are insurable under the law most favourable to the insurability of such damages of any jurisdiction which has a substantial relationship to the relevant **Insured**, to the Company or to the **Claim** which gives rise to the damages);
- (b) judgments and settlements; and
- (c) **Defence Costs**.

Loss does not include:

- (i) any amount for which an **Insured** is absolved from payment by reason of any court order or any legally binding promise (other than a legally binding promise by an **Insured Organisation** to indemnify an **Insured Person**);
- (ii) taxes, fines or penalties;
- (iii) **Liquidated Damages** or the multiple portions of any multiplied damages award;
- (iv) any consideration (including but not limited to royalties) owed or paid in connection with an **Insured's** goods, products or services, or any restitution, reduction, disgorgement or return of any payment, charges or fees;
- (v) any costs incurred by an **Insured** to comply with any order for injunctive or other non-monetary relief or to comply with an agreement to provide such relief;
- (vi) an **Insured's** production costs, lost profits, or the costs of correcting, recalling, reproducing or reprinting any **Matter** or the costs of any services in connection therewith; or

- (vii) matters for which the company is legally prohibited from paying under Australian law

Matter means the content of any communication of any kind whatsoever, regardless of the nature or form of such content or the medium by which such content is communicated.

Media means the publications, programmes, television or radio broadcasting stations and other communications stated in Item 11. of the Schedule which were created or acquired on or prior to the start date of the **Policy Period**, including any special editions of, or supplements to, such media.

Media Activity means:

- (a) gathering, recording, collecting, writing, editing, publishing, disseminating, exhibiting, broadcasting or releasing **Matter** in connection with any of the **Media**; or
- (b) developing, creating, producing, placing or disseminating **Matter** which consists of or relates to advertising, publicising, promoting or selling goods or services and which is in, or directly relates to, any of the **Media**,

as part of the activities of an **Insured Organisation**.

Media Activity does not include any **Production Activity** or **Internet Activity**.

Personal Injury means bodily injury, mental illness, sickness, disease or death, but not including emotional distress, of any natural person.

Principal Organisation means the organisation stated in Item 1. of the Schedule.

Policy Period means the period of time stated in Item 10. of the Schedule but subject to prior termination when cover terminates in accordance with Section 28. below.

Pollutants means any substance exhibiting any characteristic hazardous to the environment or having an adverse impact on the environment, including but not limited to solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapour, soot, fumes, acids, alkalis, soil, chemicals and waste materials, air emissions, odour, waste water, oil, oil products, infectious or medical waste, asbestos, asbestos products and any noise.

Pollution means:

- (a) any actual, alleged or threatened exposure to, or generation, storage, transportation, discharge, emission, release, dispersal, escape, treatment, removal or disposal of, any **Pollutants**;
- (b) any regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise any **Pollutants**, or any action taken in contemplation or anticipation of any such regulation, order, direction or request; or
- (c) any actual or alleged breach of duty in any way connected to any **Pollutants**.

Product means any tangible or intangible property offered for sale or otherwise distributed by or through any **Insured**.

Production means a production stated in Item 12. of the Schedule.

Production Activity means:

- (a) preparing, producing, publishing, disseminating, releasing, broadcasting, telecasting, exhibiting, selling, licensing or distributing a **Production**;
- (b) developing, creating, producing, placing or disseminating **Matter** which consists of or relates to advertising, publicising, promoting or selling a **Production**; or
- (c) licensing a logo, symbol, trade mark, service mark or any other intellectual property to another person for use in connection with the sale of goods or services directly relating to a **Production**,

as part of the activities of an **Insured Organisation**.

Production Activity does not include any **Media Activity** or **Internet Activity**.

Property Damage means physical damage to or destruction or loss of use of any tangible property.

Proposal means:

- (a) all proposal forms and documents provided to the Company by or on behalf of the **Principal Organisation** or any other **Insured**, or to which the Company was referred by or on behalf of the **Principal Organisation** or any **Insured**, in the process of applying for this policy; and
- (b) all representations to the Company by or on behalf of the **Principal Organisation** or any other **Insured**, in the process of applying for this policy.

Regulatory Proceeding means:

- (a) a formal investigative inquiry by any regulatory, administrative or licensing body into the conduct or affairs of an **Insured**; or
- (b) a proceeding against an **Insured** by any regulatory, administrative or licensing body, alleging breach of any law, regulation or licence or alleging any failure to have a requisite licence.

Subpoena means a subpoena or witness summons seeking:

- (a) the production of information obtained, or alleged by the seeker to have been obtained, by an **Insured** in pursuit of **Media Activity** which was pursued solely for reporting events in that **Insured's** news media organisation (whether that information is contained, or alleged to be contained, in documents or any other medium); or
- (b) an **Insured's** attendance at court to give evidence of information obtained, or alleged by the seeker to have been obtained, by an **Insured** in pursuit of **Media Activity** which was pursued solely for reporting events in that **Insured's** news media organisation.

Subpoena Defence Costs means reasonable and necessary legal costs, expenses, charges and fees incurred in seeking the setting aside of, or resisting enforcement of, a **Subpoena** first served on an **Insured** during the **Policy Period**.

Subsidiary means a company in which the **Principal Organisation** directly and/or indirectly:

- (a) holds a majority of the voting rights;
- (b) has the right to appoint or remove a majority of the board of directors; or
- (c) controls alone, pursuant to a written agreement with other shareholders, a majority of the voting rights.

U.S.A means the United States of America, its territories and possessions and any state or political subdivision thereof.

Wrongful Act means any actual or alleged conduct or omission by:

- (a) an **Insured**;
- (b) a person, partnership, firm or company acting on behalf of an **Insured Organisation**; or
- (c) a predecessor in business of an **Insured Organisation**,

and which gives rise, or is alleged to give rise, to civil liability on the part of an **Insured**.

3. Exclusions to Insuring Clauses A, C and D

The Company shall not be liable under Insuring Clause A, C and D for **Loss**, on account of any **Claim**:

- (a) based upon, arising from, or in consequence of any **Wrongful Act** prior to the date stated in Item 15. of the Schedule;
- (b) based upon, arising from or in consequence of any fact or circumstance if notice of such fact or circumstance has been given under any policy or coverage section of which this policy is a renewal or replacement or which it may succeed in time;
- (c) based upon, arising from, or in consequence of any demand, suit or proceeding pending against, or order, decree or judgment entered for or against any **Insured**, on or prior to the Pending or Prior Date set forth in Item 14. of the Schedule, or the same or substantially the same facts or circumstances underlying or alleged therein;
- (d) brought by or on behalf of any employee, former employee or prospective employee based upon or directly or indirectly arising out of or resulting from the employment relationship or the nature, terms or conditions of employment, including but not limited to claims of wrongful or unfair discipline, dismissal, discharge or termination, breach of contract, misrepresentation, discrimination, harassment, failure to employ or promote, deprivation of a career

- opportunity, failure to grant tenure, evaluation, invasion of privacy, defamation or infliction of emotional distress; however, this Exclusion shall not apply to any **Claim** that involves a dispute over the ownership or exercise of rights in any **Matter** provided by such individual;
- (e) for **Personal Injury** or **Property Damage** which does not arise from negligence in what is included in or omitted from **Matter**;
- (f) based upon, arising from or in consequence of any actual or alleged:
- (i) warranty or guarantee, or breach of fiduciary duty, relating to advertised products or services; or
 - (ii) malfunction or defect in, or unsuitability or unfitness for their purpose of, advertised products or services,
- including but not limited to a **Claim** for **Personal Injury** or **Property Damage** resulting from advertised products or services, even if such **Claim** is based upon, arising from or in consequence of any actual or alleged negligence in what is included in or omitted from **Matter**;
- (g) based upon, arising from or in consequence of **Pollution**;
- (h) based upon, arising from or in consequence of any actual or alleged breach of any law or regulation which regulates, or imposes liability in connection with, the sale or purchase of, or offer to sell or purchase, shares or other securities;
- (i) based upon, arising from or in consequence of any actual or alleged infringement or misappropriation of patent;
- (j) based upon, arising from or in consequence of any actual or alleged breach of any law or regulation designed to prevent anti-trust or anti-competitive practices, monopoly, abuse of dominant position, cartel activity, price fixing, price discrimination, predatory pricing, restraint of trade or otherwise to protect competition;
- (k) based upon, arising from or in consequence of any actual or alleged:
- (i) virus infection of, unauthorised access to, unauthorised alteration of or unauthorised damage to any computer, computer program, computer network or computer database;
 - (ii) delay, disruption or failure of any communication network or service, hardware or software (including, but not limited to, **Loss** on account of any **Claim** for lost profits or opportunities resulting from such delay, disruption or failure); or
 - (iii) unauthorised collection, use or dissemination of internet user information;
- (l) for breach of, or alleging liability under, any express or implied warranty, guarantee or contractual term; however, this Exclusion shall not apply to:
- (i) such amount of **Loss** as the **Insured** would be legally liable to pay in the absence of such warranty, guarantee or term;
 - (ii) a **Claim** for breach of, or alleging liability under, an express or implied agreement to indemnify described in (b) in the definition of **Insured Person**;
 - (iii) a **Claim** for breach of, or alleging liability under, an agreement between an **Insured** and the source of any **Matter** supplied to the **Insured** regarding:
 - (A) the confidentiality to be afforded to such source or **Matter**; or
 - (B) the ownership or exercise of rights in any **Matter** provided by such source;
 - (iv) a **Claim** for breach of, or alleging liability under, a contractual obligation to acknowledge another person's authorship or to mention another person in a credit; or
 - (v) a **Claim** for misappropriation of ideas in breach of an implied contract;
- (m) based upon, arising from or in consequence of any deliberately criminal, fraudulent or dishonest act or omission, or any intentional breach of law or regulation, by, on behalf of or with the consent of any **Insured**, as evidenced by:
- (i) any written statement or written document by any **Insured**; or
 - (ii) any judgment, award, order, decree, ruling or equivalent determination in any judicial, administrative, arbitration or alternative dispute resolution proceeding,
- however, this Exclusion shall not apply to a **Claim** alleging libel, slander or other form of defamation (whether of person or products).
- (n) based upon, arising from or in consequence of such **Insured** having gained in fact any profit, remuneration or advantage to which such **Insured** was not legally entitled, as evidenced by:
- (i) any written statement or written document by such **Insured**; or
 - (ii) any judgement, award, order, decree, ruling or equivalent determination in any judicial, administrative, arbitration or alternative dispute resolution proceeding;
- (o) based upon, arising from or in consequence of any actual or alleged breach of law or regulation relating to unsolicited communications by telephone, fax, computer or other telephonic or electronic device;

- (p) based upon, arising from or in consequence of any **Wrongful Act** in connection with any contest, lottery, promotional game or game of chance, including but not limited to the printing of, or over-redemption of, tickets, coupons or prizes for any of the foregoing; however, this Exclusion shall not apply to the extent that the **Claim** alleges:
 - (i) libel, slander or any other form of defamation (whether of person or products);
 - (ii) infringement or misappropriation of copyright, trade mark, service mark, design right, trade secret, know-how or any other intellectual property, but not of patent;
 - (iii) intrusion upon, interference with or infringement of right to publicity, right to privacy, family life, a person's home or correspondence; or
 - (iv) harassment, trespass, false arrest, wrongful detention or imprisonment, wrongful entry or eviction, eavesdropping or invasion of private occupancy;
- (q) based upon, arising from or in consequence of any actual or alleged failure to perform, or any **Wrongful Act** in the performance of, professional or consultancy services which do not fall within the definition of **Media Activity**;
- (r) which is a **Regulatory Proceeding**;
- (s) based upon, arising from or in consequence of any actual or alleged false advertising which any **Insured** commits intentionally or recklessly, or any actual or alleged unfair or deceptive trade practices, with respect to the advertising or sale of an **Insured's** own publications, products or services.

4. Exclusion to Insuring Clauses A and D

The Company shall not be liable under Insuring Clause A or D for **Loss** on account of any **Claim** based upon, arising from or in consequence of the licensing to any third party of any logo, symbol, trade mark, service mark or other intellectual property for use in connection with the sale of products or services directly relating to **Media**.

5. Exclusions to Insuring Clause D

The Company shall not be liable under Insuring Clause D for **Loss** on account of any **Claim**:

- (a) based upon, arising from or in consequence of any actual or alleged:
 - (i) wrong description of the price or authenticity of any **Product**;
 - (ii) failure of any **Product** to conform with advertised quality or performance or otherwise to satisfy any standard of quality or performance; or
 - (iii) sale or offer to sell any **Product** which actually or allegedly infringes upon the name, design, logo, symbol or trade mark of another product;
- (b) based upon, arising from or in consequence of any actual or alleged infringement, contribution to infringement, inducement of infringement, or other act, error or omission by any **Insured** in connection with the development, design, analysis, implementation, creation, facilitation, display, transmission or dissemination of any:
 - (i) software or its source content or material;
 - (ii) computer code or its source content or material; or
 - (iii) method or process designed to control or facilitate any operation or other use of a computer or automated system.

6. Severability - Imputation of Knowledge

With respect to the Exclusions in Section 3, (m) and (n) in order to determine if coverage is available:

- (a) no fact pertaining to or knowledge possessed by any **Insured Person** shall be imputed to any other **Insured Person**; and
- (b) only facts pertaining to and knowledge possessed by any chief executive officer, chief financial officer, company secretary or holders of equivalent positions in any jurisdiction of an **Insured Organisation** shall be imputed to such **Insured Organisation**.

7. Limits of Liability

The Company's maximum aggregate liability for all **Loss** and **Attendance Compensation** on account of all **Claims** first made during the **Policy Period** and all **Subpoena Defence Costs** on account of all **Subpoenas** first served during the **Policy Period**, whether involving one or any number of **Insureds**, shall not exceed the Aggregate Limit of Liability for each **Policy Period** stated in Item 2. of the Schedule.

The Company's maximum liability for all **Loss** and **Attendance Compensation** on account of any one **Claim**, whether the **Claim** involves one or any number of **Insureds**, shall not exceed the applicable Limit of Liability for each **Claim** stated in Item 3. of the Schedule, which Limit of Liability is part of and not in addition to the maximum aggregate liability of the Company referred to in the first paragraph of this Section 7. Where more than one Insuring Clause applies to a **Claim**, the applicable Limit of Liability for that **Claim** shall be the largest Limit of Liability for each **Claim** of those stated in Item 3. for the Insuring Clauses which apply.

The Company's maximum liability for all **Subpoena Defence Costs** on account of all **Subpoenas** first served during the **Policy Period**, whether involving one or any number of **Insureds**, shall not exceed the **Subpoena Defence Costs** Limit of Liability for each **Policy Period** stated in Item 4. of the Schedule, which Limit is part of and not in addition to the maximum aggregate liability of the Company referred to in the first paragraph of this Section 7.

The Company's maximum liability for all **Attendance Compensation** on account of all **Claims** first made during the **Policy Period**, whether involving one or any number of **Insureds**, shall not exceed the Court Attendance and Staff Disruption Limit of Liability for each **Policy Period** stated in Item 5. of the Schedule, which Limit is part of and not in addition to the maximum aggregate liability of the Company referred to in the first paragraph of this Section 7.

Defence Costs are part of and not in addition to the Limits of Liability stated in Items 2. and 3. of the Schedule. The payment by the Company of **Defence Costs** erodes those Limits of Liability.

Amounts stated for Limits are maximum liabilities of the Company for all **Insureds** together, not maximum liabilities per **Insured**.

8. Contributions and Co-insurance

With regard to each and every **Claim**, the Company shall only be liable for that part of **Loss** which is in excess of the applicable **Claim** Contribution stated in Item 6. of the Schedule. Further, with respect to all **Loss** on account of that **Claim** which is in excess of that Contribution, the **Insured** shall bear uninsured and at its own risk the applicable percentage of such **Loss** stated in Item 8. of the Schedule as the General Co-insurance Percentage and the Company shall be liable only for the rest of such **Loss**.

Where more than one Insuring Clause applies to a **Claim**:

- (a) the applicable **Claim** Contribution for that **Claim** shall be the largest **Claim** Contribution of those stated in Item 6. for the Insuring Clauses which apply; and
- (b) the applicable percentage for that **Claim** shall be the largest General Co-insurance Percentage of those stated in Item 8. for the Insuring Clauses which apply.

With regard to each and every **Subpoena**, the Company shall only be liable for that part of the **Subpoena Defence Costs** which is in excess of the **Subpoena** Contribution stated in Item 7. of the Schedule. Further, with respect to all **Subpoena Defence Costs** on account of that **Subpoena** which are in excess of that Contribution, the **Insured** shall bear uninsured and at its own risk the percentage of such **Subpoena Defence Costs** stated in Item 9. of the Schedule as the **Subpoena** Co-insurance Percentage and the Company shall be liable only for the rest of such **Subpoena Defence Costs**.

9. Causal Connection

All **Claims** arising out of the same **Wrongful Act** and/or arising out of causally-connected **Wrongful Acts**, whether by one or any number of **Insureds**, shall be deemed to be a single **Claim** first made on:

- (a) the date when the first of such **Claims** was first made; or
- (b) the earliest date one of such **Claims** is deemed first made by this policy or any policy which this policy renews, replaces or follows in whole or in part (if that earliest date is earlier than the date referred to in (a) immediately above),

regardless of whether that date is before or during the **Policy Period**.

10. Reporting and Notice

It is a condition precedent to the Company's liability under this policy for **Loss** on account of a **Claim** and for **Subpoena Defence Costs** on account of a **Subpoena** that the Company is given written notice as soon as practicable of such **Claim** or **Subpoena**.

If this policy is not renewed, the Company shall not be liable for **Loss** or **Subpoena Defence Costs** on account of any **Claim** or **Subpoena** of which it is not given written notice within sixty (60) days of the end of the **Policy Period**.

If, during the **Policy Period**, any **Insured** becomes aware of circumstances which could give rise to a **Claim**, the Company must, as a condition precedent to its liability for **Claims** arising out of those circumstances, be given written notice of those circumstances as soon as practicable and within the **Policy Period**. Provided that this is done, any **Claim** subsequently arising from those circumstances shall be deemed to have been first made during the **Policy Period**. Circumstances shall not be regarded as notified unless the written notice expressly identifies the **Wrongful Act** and the date it was committed, the potential damage, the potential claimants and defendants and the manner in which the **Insured** first became aware of the circumstances.

Each **Insured** shall, as a condition precedent to the Company's liability under this policy for **Loss** on account of a **Claim**, give to the Company such information and co-operation as the Company may reasonably require, including but not limited to a description of the **Claim**, the nature of the alleged **Wrongful Act** and the date it was committed, the nature of the alleged damage, the names of the claimants and defendants and the manner in which the **Insured** first became aware of the **Claim**.

Each **Insured** shall, as a condition precedent to the Company's liability under this policy for **Subpoena Defence Costs** on account of a **Subpoena**, give to the Company such information and co-operation as the Company may reasonably require.

Any notice to the Company with respect to any Coverage Section shall designate the Coverage Section under which notice is being given and shall be treated as notice only under the Coverage Section(s) so designated.

All notices to the Company 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 Company at such address.

11. Defence of Claims and Response to Subpoenas

With respect to each **Claim** and **Subpoena** for which cover is afforded under this policy, the **Insured** may conduct the defence of that **Claim**, or the response to that **Subpoena**, itself or may require the Company to do so.

To require the Company to do so, the **Insured** must:

- (a) in the case of a **Claim**, give the Company written notice, which must be received by the Company within ten (10) days of commencement of the **Claim** by service upon the **Insured** of a written demand or of proceedings (and, upon receipt of such notice within those days, the Company shall have the right and duty to conduct the defence of the **Claim**);
- (b) in the case of a **Subpoena**, give the Company written notice, which must be given as soon as practicable and in no event more than ten (10) days after the **Subpoena** has been served on the **Insured** (and, upon receipt of such notice within the time required, the Company shall have the right and duty to conduct the response to that **Subpoena**).

If the **Insured** does not require the Company to conduct the defence of the **Claim**, or the response to the **Subpoena**, it shall be the duty of the **Insured**, and not of the Company, to do so and to retain lawyers of its own choosing with the Company's prior written consent, such consent not to be unreasonably withheld or delayed.

The Company shall, upon the **Insured's** written request, advance on a current basis **Defence Costs** owed under this policy. As a condition of payment of **Defence Costs** before the final disposition of a **Claim**, the Company may require a written undertaking on terms and conditions satisfactory to it, guaranteeing the repayment of any **Defence Costs** paid on behalf of any **Insured** if it is finally determined that this policy would not cover **Loss** incurred by such **Insured** in connection with such **Claim**.

With respect to any **Claim** that appears reasonably likely to be covered in whole or in part under this policy, the Company shall have the right and shall be given the opportunity to associate effectively with the **Insured**, and shall be consulted in advance by the **Insured** regarding the investigation and defence of such **Claim**.

If more than one **Insured** is involved in a **Claim**, the Company shall not pay for the representation of the **Insureds** by separate lawyers, unless separate representation is needed to avoid a conflict of interest.

Each **Insured** agrees to provide the Company with all information, assistance and co-operation which the Company may reasonably require and agrees they will do nothing that may prejudice the Company's position or its potential or actual rights of recovery.

12. Retraction Demands and Settlement of Claims

Each **Insured** shall retain sole discretion regarding whether and under what circumstances to issue a retraction of **Matter** previously published by that **Insured**.

Each **Insured** agrees not to settle or offer to settle any **Claim**, incur any **Defence Costs** or **Subpoena Defence Costs** or otherwise assume any contractual obligation or admit any liability with respect to any **Claim** without the Company's prior written consent which shall not be unreasonably withheld or delayed. The Company shall not be liable for any settlement, **Defence Costs**, **Subpoena Defence Costs**, assumed obligation or admission to which it has not consented in writing. However, an **Insured** may agree to any settlement of a **Claim** where all the **Loss** on account of that **Claim** is within the **Claim** Contribution applicable to that **Claim**.

Each **Insured** shall promptly communicate to the Company all offers to settle **Claims** covered by this policy. However, the Company has no right to settle **Claims** without the consent of the **Insured** and the Company's duty to defend and to pay **Loss** (including **Defence Costs**) shall not be limited by an **Insured's** refusal to accept an offer to settle a **Claim**.

13. Confidential Sources and Other Matter

No **Insured's** rights under this policy shall be prejudiced by the **Insured's** refusal to reveal the identity of a confidential source or to produce reporter's notes or any other documents or information obtained by the **Insured** in the course of any **Media Activity** and with respect to which the **Insured** has asserted reporter's privilege or a legal privilege relating to the protection of newsgathering activities.

14. Other Insurance

If any **Loss** or **Subpoena Defence Costs** is insured under any other valid policy, then this policy shall cover such **Loss** or **Subpoena Defence Costs**, subject to its terms, only to the extent that the amount of such **Loss** or of such **Subpoena Defence Costs** is in excess of the amount of payment from such other insurance whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limit of Liability provided in this policy (or, in the case of **Subpoena Defence Costs**, written only as specific excess insurance over the Company's maximum liability for the **Policy Period** for **Subpoena Defence Costs**).

15. Acquisition or Creation of Another Organisation

If, during the **Policy Period**, an **Insured Organisation**:

- (a) acquires securities or voting rights in another organisation which as a result of such acquisition or creation becomes a **Subsidiary**;
- (b) creates an organisation which as a result of such creation becomes a **Subsidiary**; or
- (c) acquires any organisation by merger into or consolidation with that **Insured Organisation**,

then the organisation and its **Insured Persons** shall automatically become **Insureds** under this policy with effect from the date of such acquisition or creation, but only with respect to **Wrongful Acts** after such acquisition or creation.

However, if such acquired or created organisation has annual revenues (or projected annual revenues) which are greater than ten percent (10%) of the annual revenues of all the **Insured Organisations** together as recorded in the latest annual audited reports and accounts of the **Insured Organisations**, then:

- (i) for that organisation and its **Insured Persons** to become **Insureds** under this policy, the **Principal Organisation** must give written notice of the acquisition or creation, containing full details thereof, to the Company within ninety (90) days following the acquisition or creation, whereupon they shall become **Insureds** with effect from the date of the acquisition or creation (but only with respect to **Wrongful Acts** after that acquisition or creation); and
- (ii) the Company shall have the right to amend the terms of this policy, including charging an additional premium and including terminating cover for that organisation and its **Insured Persons**, but only with effect from ninety (90) days after the acquisition or creation.

16. Acquisition or Creation of New Media

If, during the **Policy Period**, an **Insured Organisation** acquires or creates a publication, programme, television or radio broadcasting station or other communication (each a "New Media"), then, if cover under Insuring Clause A or D has been purchased, the **Insureds** shall automatically have cover (under whichever of Insuring Clauses A and D cover has been purchased under) for that New Media with effect from the date of that acquisition or creation, but only with respect to **Wrongful Acts** after that acquisition or creation.

However, if that New Media has annual revenues or projected annual revenues which are greater than ten percent (10%) of the annual revenues of all the **Insured Organisations** together as recorded in the latest annual report and accounts of the **Insured Organisations**, then

- (a) the **Principal Organisation** must give written notice of that acquisition or creation, containing full details thereof, to the Company within ninety (90) days following the acquisition or creation, whereupon the **Insureds** shall have that cover for that New Media with effect from the date of that acquisition or creation (but only with respect to **Wrongful Acts** after that acquisition or creation); and
- (b) the Company shall have the right to amend the terms of this policy, including charging an additional premium and including terminating that cover for that New Media, but only with effect from ninety (90) days after the acquisition or creation.

17. Acquisition or Creation of Another Website

If, during the **Policy Period**, an **Insured Organisation** acquires or creates an internet site, then, if cover under Insuring Clause D has been purchased, the **Insureds** shall have cover for that internet site with effect from the date of the acquisition or creation (but only with respect to **Wrongful Acts** after the acquisition or creation).

However, if that internet site:

- (a) is acquired by (rather than created by) the **Insured Organisation**; and
- (b) has annual revenues which are greater than ten percent (10%) of the annual revenues of all the **Insured Organisations** together as recorded in the latest annual report and accounts of the **Insured Organisation**,

then:

- (i) for the **Insureds** to have cover for that internet site, the **Principal Organisation** must give written notice of the acquisition, containing full details thereof, to the Company within ninety (90) days following the acquisition whereupon the **Insureds** shall have cover for that internet site with effect from the date of the

acquisition (but only with respect to **Wrongful Acts** after the acquisition); and

- (ii) the Company shall have the right to amend the terms of this policy, including charging an additional premium and including terminating cover for that internet site, but only with effect from ninety (90) days after the acquisition.

18. Acquisition of the Principal Organisation

If, during the **Policy Period**:

- (a) the **Principal Organisation** merges into or consolidates with another organisation (other than in accordance with Section 15.(c) above); or
- (b) a person or persons acting in concert acquires ownership or voting control of more than fifty percent (50%) of the outstanding securities representing the present right to vote for the election of the members of the board of directors of the **Principal Organisation**,

then:

- (i) cover for the **Insured Organisations** and their **Insured Persons** shall continue until the end of the **Policy Period**, but only for **Wrongful Acts** prior to such merger, consolidation or acquisition;
- (ii) the **Principal Organisation** shall give written notice of such merger, consolidation or acquisition as soon as practicable together with such other information as the Company may request; and
- (iii) the entire premium for this policy shall be deemed fully earned and non-refundable.

19. Subsidiaries

Should an organisation cease to be a **Subsidiary** before or during the **Policy Period**, there shall nonetheless be cover under this policy with respect to such **Subsidiary** and its **Insured Persons**.

With respect to each **Subsidiary** and its **Insured Persons**, cover under this policy shall apply only for **Wrongful Acts** at a time when the **Subsidiary** is a **Subsidiary**. The Company may agree to provide cover for prior **Wrongful Acts** following the receipt of any information the Company may require.

20. Proposal - Non Avoidance

In issuing this policy, the Company has relied upon the statements, representations and information in the **Proposal**.

No statement, representation or information provided in the **Proposal** by an **Insured Person** or knowledge possessed by such **Insured Person** shall be imputed to any other **Insured Person** for the purpose of determining if coverage is available under this policy.

The Company shall not avoid this policy or exercise any rights against any **Insured** for any misrepresentation (fraudulent or otherwise) in the **Proposal** or for any non-disclosure (fraudulent or otherwise). However in the event of misrepresentation or non-disclosure which would otherwise entitle the Company to avoid this policy or exercise rights against an **Insured**:

- (a) no **Insured Person** who, at the time the contract evidenced by this policy was entered into, knew the true position with regard to the facts or matters misrepresented to the Company or knew any of the non-disclosed facts, and no **Insured Organisation** shall have cover under this policy for any **Loss** of that **Insured Person** on account of a **Claim** based upon, arising from or in consequence of the true position of any misrepresented or non-disclosed facts; and
- (b) if any chief executive officer, chief financial officer, company secretary or the holder of any equivalent position in an jurisdiction of an **Insured Organisation** knew the true position with regard to the facts or matters misrepresented to the Company or knew any of the non-disclosed facts, then no **Insured Organisation** shall have cover under this policy for any **Loss** of that **Insured Organisation** on account of a **Claim** based upon, arising from or in consequence of the true position of any misrepresented or non-disclosed facts.

21. Continuity of Cover

Notwithstanding Exclusion 3.(b), coverage is provided for **Claims** or circumstances which could or should have been notified under any policy 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 and should have been notified after the Pending or Prior Date set forth in the Schedule;
- (b) the Company has continued to be the insurer under such previous policy without interruption; and
- (c) the cover provided by this Extension shall be in accordance with all the terms and conditions of the policy under which the **Claim** or circumstances could and should have been notified.

22. Territory, Choice of Law and Jurisdiction

Coverage shall extend anywhere in the world.

This policy does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit the Company, its parent company or its ultimate controlling entity from providing the insurance.

The construction and enforcement of the provisions of this policy shall be determined in accordance with and governed by the laws of Australia. Any disputes relating thereto shall be submitted to the exclusive jurisdiction of the courts of Australia.

23. Valuation and Foreign Currency

All premiums, limits, deductibles, **Loss** and other amounts under this policy are expressed and payable in Australian currency. If a judgment is rendered, settlement is denominated or any element of **Loss** is stated in a currency other than Australian dollars, payment under this policy shall be made in Australian dollars at the mid-rate of exchange published in the currency conversion website, Oanda.com or, if it is no longer current, a currency conversion website selected by the Company, on the date the final judgment is reached, the amount of the settlement agreed upon or any element of **Loss** is due, respectively.

24. Subrogation

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

25. Bankruptcy

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

26. Authorisation Clause

By acceptance of this policy the **Principal Organisation** agrees to be the sole agent of and act on behalf of each **Insured** with respect to: 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; the giving or receiving of any notice provided for in this policy; the adjustment of loss amounts; and the receipt of payment of **Loss**. The **Principal Organisation** agrees that it shall be responsible for the application of any such payment as provided in this policy. Each **Insured** agrees that the **Principal Organisation** shall act on its behalf with respect to all such matters.

27. 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 Company.

28. Termination

This policy shall terminate at the earliest of the following times:

- (a) thirty (30) days after the receipt by the **Principal Organisation** of a written notice of termination from the Company 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 written prior notice or, if a later time is specified in such notice, at such later time;

- (b) upon the receipt by the Company of written notice of termination from the **Principal Organisation**;
- (c) upon expiration of the **Policy Period** as set forth in the Schedule; or
- (d) at such other time as may be agreed upon in writing by the Company and the **Principal Organisation**.

The Company shall refund the unearned premium computed at customary short-rates if this policy is terminated by the **Principal Organisation**. Under any other circumstances the refund shall be computed pro-rata. Payment or tender of any unearned premium by the Company shall not be a condition to the effectiveness of a notice of termination but such payment shall be made as soon as practicable thereafter.

29. Conformance with Local Laws

The provisions of this policy shall be read subject to the laws governing the construction of this policy and if any provisions of this policy are 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.

30. Policy Construction

In this policy:

- (a) the title and any headings or sub-headings are solely for convenience and form no part of its terms and conditions;
- (b) the Schedule is part of and forms an integral part of this policy;
- (c) the singular includes the plural and the plural includes the singular, unless otherwise indicated;
- (d) the word 'person', wherever it appears, means a legal or a natural person, unless otherwise specified; and
- (e) a reference to one gender includes the other gender.

