

SWISS RE INTERNATIONAL SE – AUSTRALIA BRANCH

PROSPECTUS LIABILITY

Important Notices

Understanding the Policy

You should read the entire **Policy** carefully, including the definitions and the exclusions to ensure that it meets your requirements. We recommend that you consult an insurance adviser to ensure a clear understanding of your rights and obligations under this insurance contract.

Claims Made and Notified Policy

This is a claims made and notified policy which means we shall only cover you for claims made against you during the **Policy Period** and notified to us as soon as practicable during the **Policy Period**. The **Policy** does not provide cover in relation to facts known to you before the commencement of the **Policy**.

Your duty of disclosure

When you are completing the **Proposal** it is important that you understand that you are answering questions for yourself and anyone else that you want to be covered by the **Policy**.

Before you enter into the **Policy**, you have a duty to tell us anything that you know, or could reasonably be expected to know, which 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 the **Policy**.

You do not need to tell us anything that:

- reduces the risk we insure you for;
- is common knowledge;
- 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 shall 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.

Notification of Facts that might give rise to a claim

Section 40(3) of the *Insurance Contracts Act 1984* (Cth) provides that 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**.

Privacy Statement – Privacy Information

We are bound by the Australian Privacy Principles set out under the *Privacy Act 1988* (Cth) when we collect and handle your personal and or sensitive information. We shall only collect personal and or sensitive information that is necessary in order for us to process and administer the **Policy** and any claims made under the **Policy**. Where possible, we shall collect personal information directly from you or, where that is not reasonably practical, from other sources. We may also use your personal and or sensitive information for the purpose of designing or underwriting new insurance products, for research and analytical purposes, to perform administrative functions, and to comply with our legal obligations.

We may disclose your personal and or sensitive information to third parties for the purposes described above, including insurers, reinsurers, reinsurance brokers, loss adjusters, external claims data collectors, investigators and others involved in the claims handling process, agents and service providers and related entities some of whom may be located in overseas countries, including Hong Kong, India, Singapore, Switzerland, the United States of America and the Slovak Republic.

In providing personal and or sensitive information, you consent to the collection, use and disclosure, including overseas disclosure of your personal and or sensitive information for the purposes described above. Where you provide us with personal and or sensitive information about others, you represent to us that you have made them aware of that disclosure and of our privacy policy and that you have obtained their consent.

If you do not consent to provide us with the personal and or sensitive information that we request, or withdraw your consent to the use and disclosure of your personal and or sensitive information at any stage, we may not be able to offer or continue to offer you the products or provide the services that you seek including claims assessment and handling.

We realise that this information is often very sensitive in nature and shall treat it with the utmost care and security. Information on how we handle your personal and or sensitive information is explained in our privacy policy, including:

- What information we collect and how we use it;
- When do we disclose your information overseas;
- How do we hold and protect your information;
- How we disclose the information;
- How you can check, update or change the information we are holding;
- What happens if you wish to complain.

A copy of our privacy policy is available by contacting your broker or available on our website:

corporatesolutions.swissre.com/australia-newzealand

Contact Details

You may seek access to, and correction of, your personal information we hold about you by contacting our Privacy Compliance Officer on (02) 8295 9500 or by writing to:

Privacy Compliance Officer
Swiss Re International SE Australia Branch
Level 36, Tower Two, International Towers Sydney
200 Barangaroo Avenue, Sydney NSW 2000
Email: complaints_anz@swissre.com

We shall respond to your request within a reasonable time after we receive it.

Complaint & Dispute Resolution Process

We have 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 shall let you know as soon as practicable within the 15 business day time frame, and nominate a reasonable alternative time. When doing this we shall attempt where possible to meet any reasonable time requirements you express.

We shall 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 our Complaints Officer on (02 8295 9500) or by writing to:

The Complaints Manager
Swiss Re International SE, Australia Branch
Level 36, Tower Two, International Towers Sydney
200 Barangaroo Avenue, Sydney NSW 2000
Email: complaints_anz@swissre.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.

The General Insurance Code of Practice

We abide by 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.

LEGAL PANEL

<p>Arnold Bloch Leibler John Mitchell, Partner Level 24 2 Chifley Square Sydney NSW 2000 +61 2 61 2 9226 7100 jmittchell@abl.com.au</p>	<p>Kennedys Penny Taylor, Partner Level 22 85 Castlereagh St Sydney NSW 2000 +61 2 8215 5999 Penny.Taylor@kennedyslaw.com</p>
<p>Norton Rose Fulbright Australia Jacques Jacobs, Partner Level 18 Grosvenor Place 225 George Street Sydney NSW 2000 +61 2 9330 8000 jacques.jacobs@nortonrosefulbright.com</p>	<p>Wotton + Kearney Patrick Boardman, Partner Level 26 85 Castlereagh St Sydney NSW 2000 +61 2 8273 9900 Patrick.Boardman@wottonkearney.com.au</p>
<p>King & Wood Mallesons Tony Troiani, Partner level 50 Bourke Place 600 Bourke Street Melbourne VIC 3000 +61 3 9643 4000 tony.troiani@au.kwm.com</p>	<p>Barry.Nilsson Toby Barrie, Partner Perth WA 6000 +61 2 8651 0200 toby.barrie@bnlaw.com.au</p>
<p>King & Wood Mallesons Justin McDonnell, Partner Level 33 Waterfront Place 1 Eagle Street Brisbane QLD 4000 +61 7 3244 8000 justin.mcdonnell@au.kwm.com</p>	

SCHEDULE

1. **Policy Number:** <Insert>
2. **Policyholder:** <Company Name>
<Company Number>
3. **Inception Date:** 4.00 pm Local Standard Time, <Date> at the **Policyholder's** principal place of business
4. **Expiry Date:** 4.00 pm Local Standard Time, <Date> at the **Policyholder's** principal place of business
5. **Limit of Liability:** <\$ Amount> each and every **Prospectus Claim** and in the aggregate inclusive of costs and expenses
6. **Sub-Limits of Liability:**

Section 2: Extensions		Included / Not Included
2.1	Complimentary Legal Advice	Included
2.2	Loss Mitigation	<Not Included> / <[\$Amount]>
2.3	Extradition Costs	<Not Included> / <[\$Amount]>
2.4	Emergency Costs	<Not Included> / <[\$Amount]>
2.5	Insured Person Public Relations Expenses and Reputation Expenses	<Not Included> / <[\$Amount]>
2.6	Company Public Relations and Company Reputation Expenses	<Not Included> / <[\$Amount]>
2.7	Prosecution Costs	<Not Included> / <[\$Amount]>
2.8	Environmental Event and Pollution Defence Costs	<Not Included> / <[\$Amount]>
2.9	Court and Inquiry Attendance Expenses	<Not Included> / <[\$Amount]>
2.10	Deprivation of Assets and Liberty Expenses	<Not Included> / <[\$Amount]>
2.11	Recoveries	Included
2.12	Automatic Cover for New Subsidiaries	<Not Included> / <Included>
2.13	Runoff Cover for Prior Subsidiaries	<Not Included> / <Included>
2.14	Transaction Runoff Cover	<Not Included> / <Included>
2.15	Financial Interest in Covered Entities	Included

Section 3: Optional Extension		Included / Not Included
3.1	Vendor's Liability	<Not Included> / <[\$Amount]>

7. **Retentions:** To apply each and every **Prospectus Claim** or any other amount covered under the **Policy**, inclusive of any costs or expenses

Section 1: Insuring Clauses	
Non - Indemnifiable Loss	Nil
Indemnifiable Loss	<[\$Amount]>
Organisation Liability	<[\$Amount]>

8. **Jurisdictional Cover:** <World Wide Excluding United States of America its territories and protectorates>

9. **Currency:** <AUD unless otherwise specified>

10. **Premium:** As Agreed

11. **Prospectus:**

Name of Prospectus:	Date of Issue:	Description:	Registration Number: (If applicable)

13. **Vendor:** <insert>

Signed for and on behalf of the **Insurer**

Issue Date: 11 February 2020

Authorised **Employee**

Authorised **Employee**

PROSPECTUS LIABILITY POLICY

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PREAMBLE

Subject to payment of the **Premium**, and subject to all the provisions of the **Policy**, and, in reliance upon the disclosures made in the **Proposal**, the **Insured** and the **Insurer** agree as follows:

SECTION 1: INSURING CLAUSES

1.1 Directors and Officers Liability

The **Insurer** shall pay for, or on behalf of, each of the **Insured Persons**, **Loss** for which the **Insured Person** is not indemnified by the **Organisation** and which the **Insured Person** becomes legally liable to pay as a result of a **Prospectus Claim** first made against the **Insured Person** during the **Policy Period**.

1.2 Organisation Reimbursement

The **Insurer** shall pay for, or on behalf of, the **Organisation**, **Loss** for which the **Organisation** grants indemnification to an **Insured Person** where such **Insured Person** would have been covered under Insuring Clause 1.1 but for such indemnification.

1.3 Organisation Liability

The **Insurer** shall pay for, or on behalf of, the **Organisation**, **Loss** which the **Organisation** becomes legally liable to pay as a result of a **Prospectus Claim** first made against the **Organisation** during the **Policy Period**.

1.4 Inquiry Costs

The **Insurer** shall pay for, or on behalf of, the **Insured**, **Inquiry Costs** incurred in preparing for and being represented at an **Inquiry** first served upon the **Insured** and notified to the **Insurer** during the **Policy Period** for **Prospectus Liability**.

1.5 Self-Report, Raid or Pre-Inquiry Costs

The **Insurer** shall pay for, or on behalf of, the **Insured**, **Response Costs** incurred as a result of a:

- (a) **Self-Report** first made by any **Insured**; or
- (b) **Raid** or **Pre-Inquiry** first instigated against any **Insured**, during the **Policy Period** arising from the **Prospectus**.

SECTION 2: EXTENSIONS

2.1 Complimentary Legal Advice

The **Insurer** has arranged for any **Insured** to receive up to one (1) hour of **Complimentary Legal Advice** from a member of its **Legal Panel** with respect to matters arising under the **Policy**.

Contact details for members of the **Legal Panel** are located on page 4 of the **Policy** and are accurate as at the date of placement but may be updated from time to time. Please contact the **Insurer** if further information is required.

2.2 Loss Mitigation

The **Insurer** shall pay for, or on behalf of, the **Insured**, costs and expenses incurred by the **Insured** in taking action necessary to rectify, or to mitigate the effects of, any act, error or omission of the **Insured** that arises from conduct occurring during the **Policy Period** that would otherwise result in a covered **Prospectus Claim** under the **Policy**, provided that the **Insured**:

- (a) first discovers and notifies the **Insurer** of such act, error or omission during the **Policy Period**;
- (b) notifies the **Insurer** during the **Policy Period** of its intention to take such action; and
- (c) establishes to the satisfaction of the **Insurer** that:
 - (i) the act, error or omission would otherwise result in a covered **Prospectus Claim**;
 - (ii) the proposed mitigation costs are less than the likely costs of such **Prospectus Claim**; and
 - (iii) such costs and expenses are reasonable in all of the circumstances.

No coverage is provided under this Extension for any:

- (a) indirect costs and expenses such as loss, diminution or additional profit, bonus, incentive payment or opportunity cost;
- (b) costs or expenses which would result in any betterment;
- (c) liability that arises from taking such action; or
- (d) **Retention**.

2.3 Extradition Costs

The **Insurer** shall pay for, or on behalf of, an **Insured Person**, **Extradition Costs** arising from an **Extradition Claim** arising from the **Prospectus** first made during the **Policy Period**.

2.4 Emergency Costs

Notwithstanding Claims Condition 5.1 – Reporting and Notice and 5.4 – Consent to Payments, the **Insurer** shall pay for, or on behalf of, the **Insured**, **Defence Costs**, **Response Costs**, **Crisis Costs**, **Public Relations Expenses** and **Reputation Expenses**, **Extradition Costs** and **Deprivation of Assets and Liberty Expenses** covered under the **Policy** which are incurred by the **Insured** in cases of emergency or legal restraint where it was not possible for the **Insured** to obtain the prior written consent of the **Insurer**; provided that:

- (a) the **Insured** shall not admit liability or negotiate any settlement; and
- (b) the **Insured** obtains the retrospective consent of the **Insurer** as soon as practicable but not later than the end of the **Policy Period**.

2.5 Insured Person Public Relations and Reputation Expenses

The **Insurer** shall pay for, or on behalf of, the **Insured Person**, **Public Relations Expenses** and **Reputation Expenses** incurred in respect of a covered **Prospectus Claim**.

2.6 Company Public Relations and Company Reputation Expenses

The **Insurer** shall pay for, or on behalf of, the **Organisation**, **Public Relations Expenses** and **Reputation Expenses** incurred in respect of a covered **Prospectus Claim**.

2.7 Prosecution Costs

The **Insurer** shall pay for, or on behalf of, the **Insured**, **Prosecution Costs** incurred by the **Insured** in connection with a covered **Prosecution** arising from the **Prospectus** first made during the **Policy Period**.

2.8 Environmental Event and Pollution Defence Costs

Notwithstanding Exclusion 4.6 - Bodily Injury and Property Damage, the **Insurer** shall pay for, or on behalf of, the **Insured**, **Defence Costs** and **Response Costs** which the **Organisation** becomes legally liable to pay as a result of a **Prospectus Claim**, **Self-Report**, **Raid**, **Pre-Inquiry** or **Inquiry** first made against the **Insured Person** during the **Policy Period** arising from an **Environmental Event**.

2.9 Court and Inquiry Attendance Expenses

The **Insurer** shall pay for, or on behalf of, the **Insured**, **Court and Inquiry Attendance Expenses** incurred by an **Insured Person** who is required to attend any legal proceeding for **Prospectus Liability** or at an **Inquiry** which is the subject of cover under the **Policy**.

2.10 **Deprivation of Assets and Liberty Expenses**

The **Insurer** shall pay for, or on behalf of, an **Insured Person**, **Deprivation of Assets and Liberty Expenses** incurred by an **Insured Person** arising from the **Prospectus** during the **Policy Period**.

2.11 **Recoveries**

Any amounts recovered by the **Insurer** and/or the **Insured** in connection with a payment under the **Policy** will be distributed in order of priority as follows:

- (a) firstly, in satisfaction of reasonable legal costs incurred in effecting a recovery, regardless of whether the **Insurer** or **Insured** incurred such recovery costs;
- (b) secondly, to the **Insured** for sums exceeding the **Limit of Liability**, to the extent that such sums would have otherwise been covered under the **Policy**;
- (c) thirdly, to the **Insurer** for all amounts paid by the **Insurer** under the **Policy**;
- (d) fourthly, to the **Insured** in satisfaction of the applicable **Retention**; and
- (e) lastly, to the **Insured** for any amounts in excess of the total amount paid by the **Insurer** under the **Policy**.

2.12 **Automatic Cover for New Subsidiaries**

If, during the **Policy Period**, the **Organisation** acquires voting securities in another entity or creates another entity which as a result of such acquisition or creation becomes a **Subsidiary**, then, subject to the provisions of the **Policy** including the provisions of this Extension, such entity and its **Insured Persons** shall be covered under the **Policy** but only with respect to **Prospectus Liability** taking place after such acquisition or creation.

2.13 **Runoff Cover for Prior Subsidiaries**

If, during the **Policy Period**, a **Subsidiary** ceases to be a **Subsidiary** of the **Organisation**, then coverage under the **Policy** shall continue to apply in full force and effect until the end of the **Policy Period** arising from the **Prospectus** which were committed, or allegedly committed, whilst the entity was a **Subsidiary** and before it ceased to be a **Subsidiary** and provided that no other insurance is available to respond to the **Prospectus Claim**.

2.14 **Transaction Runoff Cover**

If, during the **Policy Period** there is a **Transaction**, coverage under the **Policy** shall continue in full force and effect until termination of the **Policy**, but only with respect to **Prospectus Liability** which were first committed, or allegedly committed, before the effective date of the **Transaction**.

2.15 **Financial Interest in Covered Entities**

The **Insurer** shall make best efforts to reimburse the **Policyholder** for its **Financial Interest** if the **Policyholder** has suffered loss due to the **Insurer** being prevented from making a payment under the **Policy** to an **Insured** solely because the **Insureds** claim under the **Policy** has been brought in a **Non-Admitted Jurisdiction**. This is provided that:

- (a) matters known to the **Insured** are deemed to be known to the **Policyholder**;
- (b) the **Policyholder** and the **Insured** comply with all the provisions and requirements of the **Policy**; and
- (c) the total reimbursed under this Extension shall be the calculated as the equivalent of the payment the **Insurer** had been prevented from paying to the **Insured** and shall fully release the **Insurer** from any further payments of such amounts.

SECTION 3: OPTIONAL EXTENSIONS

3.1 Vendor's Liability

The **Insurer** shall pay for, or on behalf of, a **Vendor**, **Loss** resulting from a **Prospectus Claim**, first made against a **Vendor** during the **Policy Period**.

SECTION 4: EXCLUSIONS

No cover shall be provided under the **Policy** for, arising out of, or in any way connected with:

4.1 Conduct

- (a) any remuneration, profit or other advantage to which an **Insured** was not legally entitled;
- (b) any deliberately dishonest or fraudulent act or omission including any intentional violation or breach of any law or regulation by an **Insured**; or
- (c) any conduct or contravention by an **Insured** in respect of which a prohibition in section 199(B) of the *Corporations Act 2001* (Cth), or similar legislation in any jurisdiction,

as established through a final non-appealable adjudication or proceeding by a judicial or arbitral tribunal.

For the purpose of determining the applicability of this Exclusion the **Prospectus Liability** of, facts pertaining to, and knowledge possessed by one **Insured Person** shall not be imputed to any other **Insured Person**.

4.2 Contractual Liability

a liability which the **Insured** has assumed under a contract or agreement unless such liability would have existed in the absence of such contract or agreement.

This Exclusion shall not apply to the **Prospectus**.

4.3 **Prior or Pending Matters**

- (a) any **Prospectus Claim, Self-Report, Raid, Pre-Inquiry** or **Inquiry** made, threatened or intimated against the **Insured** prior to the **Inception Date**;
- (b) any **Prospectus Liability**, fact or circumstance of which notice has been given, or could have been given, under any earlier insurance policy; or
- (c) any **Prospectus Liability**, fact or circumstance of which the **Insured** first became aware prior to the **Inception Date** and which the **Insured** knew or should reasonably have known had the potential to give rise to a **Prospectus Claim** or **Inquiry**.

4.4 **Uninsurable Amounts**

any amount that is not insurable at law.

4.5 **War and Terrorism**

- (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, martial law, riot, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition of or damage to property by or under the power of any government or public local authority; or
- (b) any actual or threatened act of terrorism including but not limited to the use of force or violence or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to influence any government or to put the public, or any section of the public, in fear or any action taken to control, prevent or suppress any act of terrorism.

In addition, the **Insurer** will not pay for:

4.6 **Bodily Injury and Property Damage**

for bodily injury, sickness, disease, emotional distress, mental anguish, or death of any person or damage to or destruction of any tangible property including loss of use.

SECTION 5: CLAIMS CONDITIONS

5.1 Reporting and Notice

As soon as reasonably practicable and in no event later than the **Expiry Date**, the **Insured** shall give written notice to the **Insurer** of any **Prospectus Claim, Self-Report, Raid, Pre-Inquiry, Inquiry** or claim for any other matter covered under the **Policy** arising from the **Prospectus**. Such notice shall be provided irrespective of whether or not any potential or actual amount payable under the **Policy** may fall within the **Retention**.

All such notices shall include, but not be limited to, the following:

- (a) a detailed description of the subject matter of the **Prospectus Claim, Self-Report, Raid, Pre-Inquiry, Inquiry** or details of any claim for any other matter covered under the **Policy**;
- (b) details of all the parties involved;
- (c) the nature of the alleged or potential loss;
- (d) the manner and date upon which the **Insured** first became aware of the matters giving rise to the notification;
- (e) copies of any:
 - (i) claim or written demand;
 - (ii) **Self-Report**;
 - (iii) information provided by an **Official Body** before, during or after a **Raid**;
 - (iv) notice provided by an **Official Body** of any **Pre-Inquiry** or **Inquiry**;
 - (v) information regarding any claim for any other matter covered under the **Policy**; and
 - (vi) other insurance policy that may be applicable.

Notice and all information shall be sent in writing to:

The Claims Manager
Swiss Re International SE Australia Branch
Tower Two International Towers
Level 36, 200 Barangaroo Avenue,
Sydney, NSW 2000, Australia

Email: ClaimsANZ_CorporateSolutions@swissre.com

The **Insured** shall keep the **Insurer** fully informed as regards all developments relating to such **Prospectus Claim, Self-Report, Raid, Pre-Inquiry, Inquiry** or claim for any other matter covered under the **Policy** as soon as reasonably practicable.

5.2 Defence and Settlement

The **Insured** agrees not to settle any **Prospectus Claim**, incur any costs or expenses, make any admission, offer or pay or otherwise assume any obligation with respect to any **Prospectus Claim**, circumstance, **Self-Report**, **Raid**, **Pre-Inquiry**, **Inquiry** or claim for any other matter covered under the **Policy** without the prior written consent of the **Insurer**, such consent not to be unreasonably withheld or delayed. The **Insurer** shall not be liable for any **Prospectus Claim**, settlement, admission, offer or payment, assumed obligation or claim for any other matter covered under the **Policy** to which it has not so consented. The **Insurer** shall be entitled to associate with any **Insured** in the defence and negotiation of any settlement of any **Prospectus Claim**, circumstance, **Self-Report**, **Raid**, **Pre-Inquiry**, **Inquiry** or claim for any other amount covered under the **Policy**.

The **Insured** shall have the obligation to defend and contest any **Prospectus Claim** made against them and to respond or otherwise participate in any **Pre-Inquiry** or **Inquiry**.

The **Insured** agrees to the appointment of any solicitor or firm of solicitors that is a member of the **Insurer's Legal Panel** to act on behalf of the **Insured**.

The **Insurer** shall accept the retention of separate legal representation where necessary due to any conflicts of interest.

The **Insurer** has no duty or obligation to communicate with any other **Insured Person** or the **Organisation** if a **Prospectus Claim**, **Self-Report** or **Pre-Inquiry** is made against or concerning an **Insured Person** by the **Organisation**.

Each **Insured** shall render all reasonable assistance to and fully co-operate with the **Insurer** in the investigation, defence, settlement, or appeal of a **Prospectus Claim** and provide the **Insurer** with all relevant information as the **Insurer** may require. In the event of any **Prospectus Claim**, each **Insured** shall take reasonable steps to minimise or reduce any **Loss**.

5.3 Advancement of Defence and Other Costs

Once the **Insurer** has received written notice of a **Prospectus Claim**, **Pre-Inquiry** or **Inquiry** under the **Policy**, it shall advance **Defence Costs**, **Response Costs** and other costs payable by the **Insured Person** as and when incurred, but no later than thirty (30) days after the **Insurer** has received itemised bills for those **Defence Costs**, **Response Costs** or other costs payable by the **Insured**. Such payments by the **Insurer** shall be repaid to the **Insurer** by the relevant **Insured Person** or **Organisation**, in the event and to the extent that any such **Insured Person** or **Organisation** is not entitled under the **Policy** to payment of such **Loss**.

5.4 Consent to Payments

The **Insured** shall obtain the written consent of the **Insurer**, which shall not be unreasonably withheld or delayed, before any amounts payable under the **Policy** are incurred.

The **Insurer** shall only be liable under the **Policy** for payment of any costs and expenses or any other amounts which are reasonable and necessary.

5.5 Allocation

If a **Prospectus Claim** or **Inquiry** or any other matter is partially covered under the **Policy**, the **Insured** and the **Insurer** shall use their best efforts to agree upon a fair and proper allocation between such covered matters and not-covered matters based upon the relative legal and financial exposures and the relative benefits obtained by the parties.

If the **Insurer** and the **Insured** cannot agree on allocation within thirty (30) days of any allocation issue first notified in writing to the **Insured** by the **Insurer**, they agree to refer the determination to a **Senior Counsel**. The **Senior Counsel** is to determine the fair and proper allocation as an expert not an arbitrator. The **Insured** and the **Insurer** shall be entitled to make written submissions to **Senior Counsel**. The **Senior Counsel** is to take account of the parties' submissions, but the **Senior Counsel** is not to be confined by such submissions and is to determine the fair and proper allocation in accordance with their own judgement and opinion. The **Senior Counsel's** expenses in providing such determination shall be paid by the **Insurer** and any such payments shall not erode the **Limit of Liability**.

Whilst a dispute as to allocation of any matter claimed under the **Policy** remains unresolved, the **Insurer** shall advance such amounts it considers to be a fair and proper allocation. The allocation finally agreed or determined shall be applied retrospectively to any amounts incurred or paid.

SECTION 6: GENERAL CONDITIONS

6.1 Severability

The **Proposal** shall be construed as a separate **Proposal** for coverage by each **Insured Person** and no statements made by or on behalf of an **Insured** nor any information or knowledge possessed by any **Insured**, nor any conduct of any **Insured**, will be imputed to any other **Insured Person** for the purpose of determining whether any individual **Insured Person** is covered under the **Policy**.

With respect to an **Organisation**, only the statements made by, and knowledge of any past, present, or future chief executive officer and/or chief financial officer and/or general counsel, or any equivalent executive or management position, of an **Organisation** shall be imputed to that **Organisation**; and the knowledge of the same officeholders of the **Policyholder** shall be imputed to all **Organisations**.

6.2 Limit of Liability

The maximum liability of the **Insurer** under the **Policy** for any one **Prospectus Claim** and in the aggregate in respect of all **Prospectus Claims** shall not exceed the **Limit of Liability**. Further, costs and expenses and any cover granted under any Insuring Clause, Extension or Endorsement are subject to the **Limit of Liability** or **Sub-Limits of Liability** or sub-limit specified in any Endorsement. Such amounts shall form part of and do not increase the **Limit of Liability** unless otherwise specifically stated in the **Policy**.

In case of **Related Prospectus Claims** the total liability of the **Insurer** under the **Policy** for such **Related Prospectus Claims** shall not exceed the **Limit of Liability** irrespective of the number of **Prospectus Claims, Self-Reports, Raids, Pre-Inquiries** or **Inquiries** constituting such **Related Prospectus Claims** or the number of **Insureds** involved. All **Related Prospectus Claims** shall be treated as having occurred at the time of the first of such acts, errors or omissions occurred

6.3 Retentions

The **Insurer** shall only be liable for any amount covered under the **Policy** in excess of the applicable **Retention**. The **Retention** shall remain uninsured.

If different parts of a single **Prospectus Claim**, or any other matters covered under the **Policy**, are subject to different **Retentions**, the applicable **Retentions** will be applied separately to each part of such **Prospectus Claim** or claim for other matters covered under the **Policy** but the sum of such **Retentions** shall not exceed the largest applicable **Retention**.

In the case of any **Related Prospectus Claims** the highest **Retention** applicable to any of the matters constituting such **Related Prospectus Claims** shall be deemed the **Retention** applicable to all **Loss** arising from such **Prospectus Claims, Self-Report, Raids, Pre-Inquiries** or **Inquiries** unless the **Policy** expressly provides otherwise.

6.4 Failure of the Organisation to Indemnify

If the **Organisation** fails to indemnify, advance or pay **Loss** within sixty (60) days of the **Insured Person** having requested such indemnification in writing, the **Insurer** shall advance the **Retention** to the **Insured Person** until either the **Organisation** has made such payment or the **Retention** has been satisfied.

In no event shall any such advancement by the **Insurer** relieve any **Organisation** of any duty it may have to advance, pay or indemnify any **Insured Person** and the **Organisation** shall reimburse the **Insurer** for the payment of any such **Retention** such amounts shall become immediately due and payable as a direct obligation of the **Organisation** to the **Insurer**. Any payment or advancement by the **Insurer** within an applicable **Retention** shall apply towards the exhaustion of the **Limit of Liability**.

6.5 Order of Payments

If an **Insured** notifies the **Insurer** of a reasonable concern that there is uncertainty as to the adequacy of cover available under the **Policy**, the **Insurer** shall endeavour

to give priority to the payment to **Insured Persons** that is not **Indemnifiable Loss**. Otherwise the **Insurer** shall pay for amounts under the **Policy** in the order that they are presented.

If the **Insurer** receives a written request from the Chief Executive Officer of the **Policyholder** to delay any payment of **Loss** otherwise due and owing to or on behalf of the **Organisation** until such time as the **Organisation** requests, the **Insurer** shall do so, provided that the liability of the **Insurer** with respect to such delayed payment shall not be increased, and shall not include any interest.

6.6 **Other Insurance**

The insurance provided by the **Policy** is excess over any other valid and collectible insurance, including any Directors and Officers policy or Prospectus Liability insurance, unless such other insurance is specifically written as excess insurance over the **Limit of Liability** provided by the **Policy**. The **Policy** shall specifically be excess of any other valid and collectible insurance pursuant to which any other insurer may be obligated to pay.

6.7 **Subrogation**

In the event of any payment under the **Policy**, the **Insurer** shall be subrogated to the extent of such payment to all the **Insured's** rights of recovery, and the **Insured** shall, at its own cost, do everything necessary to secure and preserve such rights, including but not limited to the execution of documents necessary to enable the **Insurer** to effectively commence any action in the name of the **Insured**.

The **Insured** must not do anything to prejudice the position of the **Insurer** in its actual or potential rights of recovery against another party.

The **Insurer** shall not exercise any subrogated rights against an **Insured Person** unless it is established through a final non-appealable adjudication or proceeding by a judicial or arbitral tribunal that the **Insured Person** has engaged in conduct that constitutes a breach of Exclusion 4.1 - Conduct.

6.8 **Cancellation**

The **Policy** is non-cancellable, non-avoidable and non-rescindable by the **Insurer** except for non-payment of **Premium**. However cover shall not be extended to any **Insured** that makes an intentional or fraudulent misrepresentation to the **Insurer**.

In the event that any **Premium** due under the **Policy** is not received by the **Insurer** within ninety (90) days of the **Inception Date** the **Policy** may be cancelled or avoided by the **Insurer**.

6.9 **Third Party Interests**

No rights or interest with respect to the **Policy** can be assigned without the prior written consent of the **Insurer**. The **Policy** is not intended to confer rights to any person or entity not a party to the **Policy**.

6.10 **Authorisation**

By acceptance of the **Policy**, the **Policyholder** agrees to act on behalf of each and every **Insured** with respect to any matters pertaining to the **Policy**, including but not limited to the giving of notice of a **Prospectus Claim** or circumstance, **Self-Report, Raid, Pre-Inquiry** or **Inquiry**, the giving and receiving of notice of cancellation, the payment of premiums and the receiving of any return premiums that may become due under the **Policy**, and the negotiation, agreement to and acceptance of any endorsements issued to form part of the **Policy** and each of the other **Insured** agree that the **Policyholder** shall so act on their behalf.

This Condition shall not limit the ability of any other **Insured** to provide notice of a **Prospectus Claim**, circumstance, **Self-Report, Raid, Pre-Inquiry** or **Inquiry**.

6.11 **Premium**

The **Policyholder** agrees that the **Premium** and any adjusted **Premium** shall be fully earned on inception.

6.12 **Joint Insureds**

Where the **Insured** comprises more than one party, information supplied to the **Insurer** shall be deemed to have been furnished by and on behalf of all such parties and any information supplied to the **Insurer** or any omission or non-disclosure in relation to any renewal or extension hereof, shall likewise be deemed to have been furnished, omitted or withheld on behalf of all such parties.

6.13 **Jurisdictional Cover**

The coverage provided under the **Policy** shall extend to any **Prospectus Claim** brought in a court of law or any **Self-Report, Raid, Pre-Inquiry** or **Inquiry** initiated or commenced in the countries stated under **Jurisdictional Cover**.

Notwithstanding anything to the contrary in this **Policy**, no cover shall be provided where to do so would constitute a breach by the **Insurer** of any economic, trade or other sanction or law applicable to the **Insurer** including pursuant to the laws or regulations of Australia, the European Union, United Kingdom, Singapore or the United States or a resolution of the United Nations and the **Insurer** shall have no liability to the **Insured** to the extent that to do so would be in breach of the foregoing.

6.14 **Governing Law**

The construction, interpretation and meaning of the provisions of the **Policy** shall be determined in accordance with the law in force in the Australian State or Territory in which the **Policy** is issued. All matters relating to the construction or operation of the **Policy** shall be submitted to the exclusive jurisdiction of the courts exercising jurisdiction under the law of that State or Territory.

6.15 **Policy Construction and Interpretation**

The headings in the **Policy** are included for descriptive purposes only and do not form part of the **Policy** for the purpose of its construction or interpretation.

Under the **Policy**, where appropriate, the masculine includes the feminine, and the singular includes the plural and vice versa. For the meaning of any words in bold refer to the **Schedule** or Section 7 - Definitions.

6.16 **Electronic Communications**

The **Insurer** may issue notices to the **Insured** by electronic mail or post.

6.17 **Confidentiality**

The existence and terms of the **Policy** are confidential as between the **Insured** and the **Insurer** and shall not be disclosed by the **Insured** to any person except:

- (a) to professional advisers including legal advisers and accountants;
- (b) as required by law or in accordance with an order of a court; or
- (c) with the written consent of the **Insurer**.

6.18 **Currency**

All **Premiums**, limits, **Retentions**, **Loss** or other matters under the **Policy** are expressed and payable in the **Currency**. If a payment under the **Policy** is to be made in a currency other than that **Currency**, then such payment shall be made at a rate of exchange as published in the Australian Financial Review on the date the obligation to pay **Loss** is established or, if not published on that date, on the date of the next publication of the Australian Financial Review.

SECTION 7: DEFINITIONS

7.1 **Company Public Relations Expenses** means the costs and expenses of a public relations firm or consultant, or crisis management firm which an **Insured** may engage in order to prevent or limit adverse effects of any negative publicity which has arisen from a covered **Prospectus Claim**. **Court and Inquiry Attendance Expenses** means an allowance of \$500 per day for any **Insured Person** whose attendance is required as a witness, or is otherwise necessary, at any legal proceeding, including an **Inquiry**.

7.3 **Complimentary Legal Advice** means legal advice regarding Australian law provided by a member of the **Legal Panel** at no charge for up to a maximum of one (1) hour per enquiry to any **Insured** during the **Policy Period** with respect to any factual or legal matter arising from or in connection with the subject matter of the **Policy**.

7.4 **Crisis Costs** means the costs and expenses of any professionally qualified:

- (a) counsellor; or
- (b) tax advisor retained by an **Insured**,

in respect of any **Prospectus Claim**, not constituting **Defence Costs**.

7.5 **Defence Costs** means the fees and expenses incurred by or on behalf of an **Insured** in the defence, adjustment, settlement or appeal of any covered **Prospectus Claim**

against the **Insured**. This shall include the reasonable premium (but not collateral) for any bond or other financial instrument to guarantee an **Insured Persons** contingent obligation for a specified amount required by a court of competent jurisdiction hearing a **Prospectus Claim**.

Defence Costs shall not include wages, salaries, fees or other compensation of any **Insured Persons** or **Organisation**.

7.6 **Deprivation of Assets and Liberty Expenses** means the payment, for a period up to twelve (12) months, of the following services directly to the provider of such 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** for a period in excess of thirty (30) days:

- (a) schooling;
- (b) housing;
- (c) utilities; or
- (d) personal insurances,

provided that any personal allowance directed by the court to meet such payments has been exhausted.

7.7 **Environmental Event** means the actual, alleged or threatened discharge, release, escape, migration, or disposal of any **Pollutant** and includes any action taken with respect to a **Pollutant** in compliance, or purported compliance, with an order, direction, regulation or requirement of a regulatory body.

7.8 **Extradition** means any formal process by which an **Insured Person** located in any country is surrendered to another country to answer criminal or civil allegations.

7.9 **Extradition Claim** means an official request for **Extradition** or the execution of a warrant for arrest where such execution is an element of the **Extradition**.

7.10 **Extradition Costs** means the fees and expenses resulting solely from:

- (a) an **Insured Person**:
 - (i) opposing, challenging, resisting or defending any **Extradition Claim**;
 - (ii) appealing any order or other grant of **Extradition** of that **Insured Person**;
- (b) an accredited crises counsellor, tax adviser or a public relations consultant retained by the **Insured Person** exclusively and directly in connection with the **Extradition** of that **Insured Person**; or
- (c) overseas travelling costs (one round trip) and accommodation for the **Insured Person**, his/her lawful spouse or domestic partner and any children

under the age of eighteen, directly in connection with the **Extradition** of such **Insured Person**.

7.11 **Financial Interest** means the direct or indirect financial interest of the **Policyholder** in an **Insured**.

7.12 **Indemnifiable Loss** means **Loss**, **Response Costs** or other costs payable by the **Insured Person** for which the **Organisation** has either indemnified or is permitted or required by law, contract, charter, by-laws, operating agreement or other similar documents of the **Organisation** to indemnify an **Insured Person**.

7.13 **Insured** means any **Insured Person** and **Organisation**.

7.14 **Insured Person** means any past, present or future:

- (a) executive or non-executive director;
- (b) officer, management committee member, member of the board of managers, supervisory board member or management board member of the **Organisation**, duly elected or appointed as such;
 - (i) risk manager, general or chief counsel, or equivalent position, of the **Organisation**;
 - (ii) employee of the **Organisation**, including full-time, part-time, seasonal and temporary employees;
 - (iii) member of the **Organisation's** internal audit committee, internal compensation committee, or any other internal board committee of and for the **Organisation**;
 - (iv) de-facto director or officer or a **Shadow Director** of the **Organisation**;
 - (v) person named as a prospective director in the listing particulars or **Prospectus** issued by the **Organisation**;
 - (vi) **Trustee**;
 - (vii) lawful spouse or legally recognised domestic partner of an **Insured Person** where a **Prospectus Claim** arises from any actual or alleged **Prospectus Liability** of such **Insured Person** provided that such **Loss** does not arise from a **Prospectus Claim** for any actual or alleged act, error or omission of such spouse or domestic partner; or
 - (viii) the estates, heirs, legal representatives of any deceased **Insured Person**, and the legal representatives of any **Insured Person** in the event of incompetency, insolvency or bankruptcy, who was an **Insured Person** at the time the **Prospectus Liability** upon which a **Prospectus Claim** is based were made,

but only to the extent that such **Insured Person** is acting for or on behalf of the **Organisation** in any of the above capacities.

Insured Person does not include any consultant, independent contractor, auditor, receiver, manager, liquidator, trustee except as provided, mortgagee in possession or like person or entity.

7.15 **Insurer** means:

Swiss Re International SE Australia Branch,
Registered Office: Tower Two International Towers,
Level 36, 200 Barangaroo Avenue,
Sydney, NSW 2000, Australia
AFSL 355088 - ABN 38 138 873 211

7.16 **Inquiry** means any administrative or regulatory proceeding, official investigation, inquiry or hearing arising from the **Prospectus** or any alleged **Prospectus Liability** into the **Organisation** or an **Insured Person** in their capacity as such, commenced by or brought by an **Official Body** at which the attendance of the **Insured Person** is first required or requested in writing during the **Policy Period** and includes responding to any lawful request which requires a response including to produce documents.

Inquiry does not include provision of standard documents or information; or routine inspection, licensing, accreditation or compliance audit or similar review undertaken or required by an **Official Body**.

7.17 **Inquiry Costs** means the costs and expenses incurred by or on behalf of the **Insured** incurred in preparing for and being represented at an **Inquiry** and shall include legal costs and disbursements.

Inquiry Costs do not include salaries, wages, allowances, fees, commissions, awards, bonuses, and travel or accommodation expenses.

7.18 **Loss** means the damages, judgments, any award of pre-judgment interest and post judgment interest, settlements and **Defence Costs** which the **Insured** becomes legally obligated to pay on account of any covered **Prospectus Claim**.

Loss shall not include any:

- (a) amount for which the **Insured** is not financially liable or which is without legal recourse to an **Insured**;
- (b) taxes or remuneration of any **Insured Person**;
- (c) taxes of any **Organisation**, except GST for which the **Organisation** is not entitled to an Input Tax Credit;
- (d) criminal fines or penalties imposed by law;
- (e) amount constituting the amount by which the price of or consideration paid or proposed to be paid by an **Insured** for the acquisition or completion of the acquisition of all or substantially all of the ownership interest in, or assets of, an entity was inadequate;
- (f) social security contributions;

- (g) employment related benefits;
- (h) sum payable pursuant to a financial support direction or contribution notice issued by a pensions regulator; and
- (i) remuneration payable to any **Insured Person** or employee of the **Organisation**, cost of their time or costs or overheads of the **Organisation**.

7.19 **Non-Admitted Jurisdiction** means any jurisdiction that does not permit the **Insured** to be covered by the **Policy** because the **Insurer** is not registered or authorised as an insurer to do so in that jurisdiction.

7.20 **Official Body** means any regulatory, administrative or government body or agency, or official trade body (or the enforcement arm of such body) that is empowered by law to investigate the affairs of any **Insured**.

7.21 **Organisation** means the **Policyholder** and each **Subsidiary**.

7.22 **Policy** means the **Schedule**, Insuring Clauses, Extensions, Conditions, Definitions, Exclusions, Endorsements and any other terms contained or incorporated herein.

Policy does not include any Section, Optional Extension or any other part of the Policy that has not been purchased by the **Insured**.

7.23 **Policy Period** means the period from **Inception Date** to the **Expiry Date** or to any earlier cancellation date.

7.24 **Pre-Inquiry** means a written request issued by or on behalf of the **Organisation** to an **Insured Person** in response to:

- (a) an **Inquiry** arising from the **Prospectus** commenced or foreshadowed by an **Official Body**;
- (b) information received by an **Organisation** alleging **Prospectus Liability** by an **Insured Person**,

which requires the **Insured Person** to:

- (a) attend a meeting or interview and respond to questions;
- (b) submit a written submission; or
- (c) produce documents or records.

7.25 **Premium** means the amount of money that the **Insured** must pay the **Insurer** for the **Policy**. The **Premium** shall include any premium adjustments required to be paid to the **Insurer**.

7.26 **Pollutant** means any air emission, odour, waste, oil or oil product, infectious or medical waste, asbestos or asbestos product, noise, fungus (including mould or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi, but does not include any fungi intended by the **Insured** for consumption), and electric or magnetic or electromagnetic field. Such matters shall include, without

limitation, solids, liquids, gaseous or thermal irritants, contaminations or smoke, vapour, soot, fumes, acids, alkalis, chemicals, waste materials or materials to be recycled or reclaimed.

7.27 **Proposal** means any proposal form completed and signed for the **Policy** and any information and statements or materials requested by the **Insurer** or supplied to the **Insurer** by or on behalf of the **Organisation** or any **Insured Person** included therewith or incorporated therein.

7.28 **Prosecution** means any legal proceedings to obtain the discharge or revocation of:

- (a) an order disqualifying an **Insured Person** from holding office as a director;
or
- (b) an interim or interlocutory order:
 - (i) confiscating, controlling, suspending or freezing rights of ownership of real property or personal assets of such **Insured Person**;
 - (ii) a charge over real property or personal assets of the **Insured Person**;
- (c) an order of a court imposing a restriction of the **Insured Persons** liberty; or
- (d) the deportation of an **Insured Person** following revocation of otherwise proper, current and valid immigration status for any reason other than the **Insured Persons** conviction for a crime.

7.29 **Prosecution Costs** means the legal and other professional fees and expenses incurred by an **Insured Person** to bring a **Prosecution**.

7.30 **Prospectus** means:

- (a) the document in the **Schedule**; and
- (b) any statement made by an **Insured Person**, agent or person authorised by the **Insured** in any formal presentation given in connection with the document in the **Schedule**;

where such document has been lodged with all relevant authorities.

7.31 **Prospectus Claim** means any:

- (a) written demand for compensation including for non-monetary compensation, mediation, arbitration or any other alternative dispute resolution procedure;
- (b) civil, regulatory or administrative proceeding;
- (c) criminal proceedings; or
- (d) **Extradition Claim** solely with respect to Extension 2.3 - Extradition Costs; arising from **Prospectus Liability**.

- Prospectus Claim** shall not include a **Prospectus Claim** brought by or on behalf of any director, officer or employee of the **Organisation**.
- 7.32 **Prospectus Liability** means any error, omission or misstatement in the **Prospectus**.
- 7.33 **Public Relations and Reputation Expenses** means the fees and related expenses of a public relations firm or consultant, crisis management firm or law firm which the **Insured** may engage in order:
- (a) to prevent or limit adverse effects of any negative publicity which has arisen from any **Loss**; or
 - (b) to disseminate the findings of a final adjudication in favour of the **Insured** arising from a **Loss** in which there has been negative publicity.
- 7.34 **Raid** means any unscheduled visit to the premises of the **Organisation** by personnel of an **Official Body** which occurs during the **Policy Period** arising from the **Prospectus** during which:
- (a) an **Insured Person** is interviewed, detained or arrested;
 - (b) documents are inspected, copied or removed; or
 - (c) goods or any other items are removed from the premises.
- 7.35 **Related Prospectus Claims** means any **Prospectus Claims**, **Self-Reports**, **Raids**, **Pre-Inquiries** or **Inquiries** or other matters covered under the **Policy** which are causally connected or which arise from interrelated acts, errors or omissions.
- 7.36 **Response Costs** means the costs and expenses incurred by the **Insured Person** or the **Organisation** on behalf of the **Insured Person** directly in connection with a **Self-Report**, **Raid**, **Pre-Inquiry** or **Inquiry**.
- 7.37 **Response Costs** do not include salary, wages or remuneration payable to any **Insured Persons** or employee of the **Organisation**, cost of their time, overheads, administrative or office costs of the **Organisation**, or any fines or penalties (or the equivalent) levied or imposed in connection with the **Inquiry**.
- 7.38 **Schedule** means the schedule attached to the **Policy** and signed by two people authorised by the **Insurer**.
- 7.39 **Self-Report** means a notification in writing by an **Insured**, in their capacity as such, to an **Official Body** regarding a **Prospectus Liability** which is made during the **Policy Period** with respect to matters occurring during the **Policy Period**.
- 7.40 **Senior Counsel** means a senior lawyer to be mutually agreed upon by the parties, or in the absence of agreement, to be appointed by the President/Chair of the Bar Association, Law Society, or equivalent organisation in the jurisdiction in which the **Loss** occurred.
- 7.41 **Shadow Director** means any natural person, who, as a consequence of being a director or officer of the **Organisation**, is deemed a **Shadow Director**, as defined by

Section 9 of the *Corporations Act 2001 (Cth)* or equivalent in any jurisdiction in which the **Policy** applies, of any other company or an **Outside Entity**.

7.42 **Subsidiary** means any entity in which the **Policyholder**, on or before the **Inception Date**, either directly or indirectly through one or more of its other **Subsidiaries**:

- (a) has control of the composition of the board of directors;
- (b) has control of more than half of the shareholder or equity voting power;
- (c) holds more than half of the issued share capital or equity; or
- (d) exercises effective control of management, including of any joint venture.

7.43 **Transaction** means:

- (a) the **Policyholder** consolidating with or merging into another entity such that the **Policyholder** is not the surviving entity, or selling all or substantially all of its assets to any other person or entity or group of persons or entities acting in concert; or
- (b) any person or entity or group of persons or entities acting in concert (other than a **Subsidiary** or **Subsidiaries**) becoming entitled to cast, or control the casting of, more than fifty per cent (50%) of the rights to vote at general meetings of the **Policyholder** or control the appointment of directors who are able to exercise a majority of votes at meetings of the board of directors of the **Policyholder**.

7.44 **Trustee** means any natural person named as a trustee of a superannuation, pension, retirement, or provident fund established for the benefit of the employees of the **Organisation**.

7.45 **Vendor or Vendor's** means an entity or person in the **Schedule**.