

# Chubb Elite Excess Professional Indemnity Insurance Policy Schedule and Wording

Policy Number: 02PI000965  
08 October 2018 – 08 October 2019

CHUBB®

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# Chubb Elite Excess Professional Indemnity Insurance

## Duty of Disclosure

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

You have this duty until we agree to insure you.

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

### What you do not need to tell us

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You do not need to tell us anything that:

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

### If you do not tell us something

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

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

If you are a natural person, a different duty of disclosure to the one set out above applies to you. Please contact us so that you can be informed of the duty of disclosure that applies to you.

## Policy Schedule

No.	Title:	Description
<b>Item 1:</b>	Policy Number:	02PI000965
<b>Item 2.</b>	<b>Insured:</b>	CPA Australia Ltd, Tier 1 and Tier 2 Public Practice members
	<b>Address:</b>	L20, 28 Freshwater Place, Southbank, VIC 3006
<b>Item 3.</b>	<b>Business</b>	Public Accounting Services as predefined in Endorsement 4
<b>Item 4.</b>	<b>Period of Insurance</b>	From: 08/10/2018 at 4:00pm Australia Eastern Standard Time
		To: 08/10/2019 at 4:00pm Australia Eastern Standard Time
<b>Item 5.</b>	<b>Retroactive date</b>	08/10/2016 excluding known <b>Claims</b> or circumstances
<b>Item 6:</b>	<b>Limit of Liability</b>	<p>1. \$3,000,000 any one claim and in the aggregate per <b>Member</b> in excess of the <b>Underlying Policy</b> where the <b>Underlying Policy</b> is equal to or greater than \$2,000,000 and less than \$10,000,000</p> <p>2. \$5,000,000 any one claim and in the aggregate per <b>Member</b> in excess of the <b>Underlying Policy</b> where the <b>Underlying Policy</b> is equal to or greater than \$10,000,000 any one claim</p> <p>Total aggregate limit of liability for payments under this excess layer policy shall not exceed \$50,000,000 in the aggregate during the <b>Period of Insurance</b></p>
<b>Item 7:</b>	<b>Primary Policy &amp; Underlying Policies</b>	The valid and in-force Professional Indemnity Insurance Policy under which the <b>Member</b> is the insured pursuant to clause 9.8 of the CPA By-laws
<b>Item 8</b>	<b>Premium</b>	As quoted
<b>Item 9</b>	<b>Endorsements Effective at Inception</b>	(1) One Re-instatement of Aggregate Limit Endorsement (2) Trade and Economic Sanctions Endorsement (3) Co-Insurance and Claims Control Endorsement (4) Public Accounting Services Endorsement

This is a claims made and notified policy. Except as otherwise provided herein, this policy covers only Claims first made against the Insureds and notified to Chubb, during the Period of Insurance. Please read this policy carefully.

This Policy and Schedule have been signed on behalf of Chubb Insurance Australia Limited at Melbourne this 9<sup>th</sup> day of October 2018.

A handwritten signature in blue ink, appearing to be 'B. H. ...', written over a horizontal line.

Manager

This is a Policy summary only.

Full details of this Insurance appear on the Policy Document.

## Endorsements

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Endorsement Number: 01

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Policy Number: 02PI000965

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Insured: CPA Australia Ltd, Tier 1 and Tier 2 Public Practice members

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Effective Date: 08 October 2018

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### **Reinstatement of the Aggregate Limit of Liability**

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

In the event that the aggregate Limit of Liability, as specified in Item 6 of the Schedule and referred to in Clause 5.1 (Limit of Liability) of this policy, is exhausted by the payment of a loss or Claim, we agree that such Limit of Liability shall be automatically reinstated once subject to the following:

- a) such reinstatement shall be limited in total to an amount equal to the aggregate Limit of Liability shown in Item 6 of the Schedule; and
- b) such reinstatement shall only apply after the total limit of liability available under the applicable policies in excess of this insurance is exhausted by the payment of a loss or Claim; and
- c) notwithstanding such reinstatement, this policy shall be subject to the each Claim limit of liability as set out in Item 6 of the Schedule and any sub-limit of liability; and
- d) Chubb's maximum aggregate Limit of Liability under this policy for all loss arising from all Claims, whether against one or any number of Insureds, shall never exceed twice the amount in Item 6 of the Schedule; and
- e) the limit so reinstated shall not apply in relation to any Claim which is related or attributable to the same source or originating or underlying cause as any matter which has contributed to the exhaustion.

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

This Endorsement has been signed by or on behalf of Chubb Insurance Australia Limited at **Melbourne** this 09 day of October **2018**.

**Signed:**



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## Endorsements

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Endorsement Number: 02

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Policy Number: 02PI000965

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Insured: CPA Australia Ltd, Tier 1 and Tier 2 Public Practice members

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Effective Date: 08 October 2018

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### **Trade and Economic Sanctions Endorsement**

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

Chubb shall not be deemed to provide cover and Chubb shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Chubb, or its parent or ultimate holding company, to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom, Australia or United States of America.

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

This Endorsement has been signed by or on behalf of Chubb Insurance Australia Limited at **Melbourne** this 09 day of October **2018**.

**Signed:**



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## Endorsements

Endorsement Number:	03
Policy Number:	02PI000965
Insured:	CPA Australia Ltd, Tier 1 and Tier 2 Public Practice members
Effective Date:	08 October 2018

### Excess Policy - Co-Insurance And Claims Control Endorsement

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

(i) The definition of 'We' in the Policy is deleted and replaced with the term "Insurer":

Insurer means each co-insurer listed below:

Insurer: Chubb Insurance Australia Limited (referred to in this Endorsement as Lead Insurer)

Proportion 40%:

Date : 09 October 2018

Signature :



Insurer: AIG Australia Limited

Proportion 20%:

Date : 09 October 2018

Signature :



Insurer: Liberty International Underwriters

Proportion %: 20%

Date : 09/10/2018

Signature :



Insurer:

Proportion %: 10

Date :

Signature :

ARCW

10/10/18



**Allied World Assurance Company, Ltd**

For and on behalf of  
Allied World Assurance Company, Ltd (Australia Branch)  
ABN: 54 163 304 907

Insurer:

Proportion %:

Date :

Signature :

Authorized Signature(s)

**AW Share: 10%**  
**10 October 2018**



- (ii) The insurance coverage provided by each co-insurer:
  - (a) is subject to the proposal, the Schedule, the general terms and conditions and the exclusions, provisions and other terms of this policy, or as may be subsequently varied by mutual agreement;
  - (b) is limited solely to the proportion of covered loss shown against its name; and
  - (c) is several and not joint. Each co-insurer is not responsible for the proportion of any other co-insurer who, for any reason, does not satisfy all or part of its obligations.
- (iii) The total liability of all the co-insurers shall not exceed the Limit of Liability stated in the Schedule, or such other amount as may be substituted by an endorsement signed by or on behalf of each co-insurer.
- (iv) The Lead Insurer and each co-insurer agree that:
  - (a) The Lead Insurer shall provide each co-insurer with any and all particulars of any Claim and any information, and co-operation which each co-insurer reasonably requests with respect to such Claim.
  - (b) Each co-insurer shall have the right and shall be given the opportunity to effectively associate with the Lead Insurer in the investigation, adjustment and settlement, including but not limited to the negotiation of a settlement, of any Claim.
  - (c) The Lead Insurer shall not admit liability, assume any contractual obligation with respect to, or settle any Claim without the prior written consent of each co-insurer, which consent shall not be unreasonably withheld. A co-insurer shall not be liable for any settlement, assumed obligation or admission to which it has not consented.

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

This Endorsement has been signed by or on behalf of Chubb Insurance Australia Limited at **Melbourne** this 09 day of October **2018**.

**Signed:**



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## Endorsements

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Endorsement Number:	04
Policy Number:	02PI000965
Insured:	CPA Australia Ltd, Tier 1 and Tier 2 Public Practice members
Effective Date:	08 October 2018

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### **Public Accounting Services Endorsement**

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

1. Section 6 Definitions & Interpretations is amended to include the following:

**Public Accounting Services** means:

all accounting, bookkeeping, taxation, auditing and assurance services, insolvency and corporate reconstruction, management accounting, management consulting, forensic accounting, business valuation services, transactional accounting and financial reporting activities performed as a professionally qualified and accredited accountant during the ordinary course of business.

**Public Accounting Services** does not include the following activities or services related to those activities:

- (a) computer consultancy or management consulting activities unless such services are ancillary to and provided in conjunction with other **Public Accounting Services**;
- (b) auditing of any publicly listed company;
- (c) receivership, insolvency or reconstruction services for any publicly listed company;
- (d) business valuations of any publicly listed company;
- (e) insurance agency;
- (f) superannuation fund management / trusteeship;
- (g) dealing in securities;
- (h) professional services in connection with the merger or acquisition of any publicly listed company.

**Financial Product** has the meaning given to that term by Division 3 of Part 7.1 of the Corporations Act 2001 (Cth) and includes securities, carbon units, contract of insurance, commodities, currencies, derivatives, interests in a managed investment scheme, debentures, loan, stocks, bonds, superannuation interests, retirement savings accounts, or any other form of financial product or investment.

**Financial Product Advice** has the meaning given to it by section 766B of the Corporations Act 2001 (Cth).

2. Section 4 Exclusions is amended to include the following:

### **Financial Product Advice and/or Investment advice**

directly or indirectly caused by, arising out of or in any way connected with:

- (a) any Financial Product Advice or projection in relation to any **Financial Product** or any Self-Managed Superannuation Fund (**SMSF**) as defined in the *Superannuation Industry (Supervision) Act 1993* (Cth); or
- (b) any depreciation or failure to appreciate in value of any **Financial Product** or SMSF; or
- (c) any actual or alleged representation, guarantee or warranty provided as to the performance of any **Financial Product** or SMSF.

This exclusion shall not apply in relation to the provision of any Financial Product Advice by an Insured to the extent it relates to:

- (i) arranging for a person to deal in interests in an SMSF, including applying for, or acquiring, varying, issuing or disposing of an interest in an SMSF; or
- (ii) the establishment of an SMSF or contributions or pensions under an SMSF; or
- (iii) Class of product advice as defined by Corporations Regulations 2001 Regs 7.6.01BA(3), 7.6.04(3), 7.8.12A(4) and 7.8.14B(3) in relation to superannuation products, securities, simple managed investment schemes, general insurance products, life risk insurance products and basic deposit products.

Provided that the Insured is authorised and appropriately trained to provide such Financial Product Advice pursuant to Corporations Act 2001 (Cth), Corporations Regulations 2001 (Cth) and any similar legislation or regulation. In all other respects this **Policy** remains unaltered.

This Endorsement has been signed by or on behalf of Chubb Insurance Australia Limited at **Melbourne** this 09 day of October **2018**.

**Signed:**



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## Policy Wording

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In consideration of the payment of the **Premium** and in reliance upon all statements made and information furnished to **Chubb**, including statements made in the application form and materials accompanying it, which it is agreed will form the basis of this insurance, and subject to all the terms, conditions, exclusions and limitations of this policy, **Chubb** agrees as follows:

### 1 Insuring Clause

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- 1.1 **Chubb** will provide insurance coverage to the **Insureds** during the **Period of Insurance** up to the **Limit of Liability** excess of the **Underlying Limit**.
- 1.2 The insurance as provided by this policy will attach:
- (a) as excess cover, but only after **Exhaustion** of the **Underlying Limit**, or
  - (b) as primary cover, subject to the remaining amount of the **Limit of Liability** but only after **Exhaustion** of the **Underlying Limit**. Such primary cover will only be available for loss arising from **Claims** which have not contributed to the **Exhaustion** of the **Underlying Limit** and will be subject to any deductible specified in the **Primary Policy**.
- 1.3 Except as may be otherwise provided by this policy, this policy is subject to the same terms, conditions, and limitations as are contained in or as may be added to the **Primary Policy** and, to the extent coverage is further limited or restricted thereby, to any other **Underlying Policies**. In no event will this policy grant broader coverage than would be provided by any of the **Underlying Policies**.

### 2 Underlying Insurance

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- 2.1 All **Underlying Policies** must be maintained in full effect during the **Period of Insurance**, except for **Exhaustion** of the **Underlying Limit** or to the extent that the **Underlying Limit** is reduced by:
- (a) payment by the **Underlying Insurers** of a covered loss; or
  - (b) where applicable, the retention by the **Insureds** of any amount of an otherwise covered loss on account of non-payment of such amount by an **Insurer** of the **Underlying Policies**.
- 2.2 Any loss covered under the **Underlying Policies** which for any reason remains unpaid (including due to financial impairment or insolvency of any **Underlying Insurer**), in whole or in part, by the **Underlying Insurers** will be retained by the **Insureds** and will not be covered by this policy. The **Insurer** will nevertheless recognise retention by the **Insured** of covered but unpaid loss as contributing to **Exhaustion** of the **Underlying Limit**.
- 2.3 The **Insured** must give to **Chubb** as soon as practicable but in no event later than 14 days, written notice and the full particulars of any reduction or **Exhaustion** of the **Underlying Limit** in accordance with clause 5.4xx**Error! Reference source not found.** of this policy.

### 3 Underlying Sub-Limits

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- 3.1 This policy will not provide excess insurance coverage with respect to any coverage for which there is a sub-limit in any of the **Underlying Policies**.
- 3.2 **Chubb** will recognise payments by the **Underlying Insurers** in respect of any coverage for which there is a sub-limit in any of the **Underlying Policies** where such payments have contributed to **Exhaustion**.

## 4 Exclusions

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- 4.1 **Chubb** will not be liable under the policy to make any payment for loss directly or indirectly caused by, arising out of or in any way connected with any:
- (a) **Claim** first made prior to the **Period of Insurance**;
  - (b) **Claim** or **Circumstances** notified, in whole or part, to any **Underlying Insurer** or any other Insurer prior to the **Period of Insurance**; or
  - (c) **Claim** or **Circumstances** of which the **Insured** was aware or ought reasonably to have been aware, prior to the **Period of Insurance**; or
  - (d) act, error or omission of the **Insured** prior to the **Retroactive Date**; or
  - (e) civil liability unless arising directly from the conduct of the **Business**.

## 5 Conditions

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### 5.1 Limits of Liability

**Chubb's** maximum liability for all loss on account of all covered matters, whether involving one or any number of **Insureds**, will be the **Limit of Liability** for each **Period of Insurance**.

### 5.2 Interpretation

In this policy, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) headings are merely descriptive and not to aid interpretation; and
- (c) bolded words used in this policy have the meanings set out in Section 2 and in the schedule forming part of this policy.

### 5.3 Governing Law and Jurisdiction

This policy is governed by and is to be interpreted in accordance with the laws of the Commonwealth of Australia and of the State or Territory of the office of **Chubb** in which the policy was issued. The courts of that State or Territory have exclusive jurisdiction in relation to any disputes regarding the interpretation of this policy.

### 5.4 Notifications: Claims Department

- (a) All notifications regarding any **Claim** first made against any **Insured** during the **Period of Insurance** which in the **Insured's** reasonable opinion has the potential to exceed 50% of the any one **Claim Underlying Limit**, must be provided to **Chubb** in writing during the **Period of Insurance** and no later than 30 days from the time such notice was given to the first **Underlying Policy** addressed as follows:

The Financial Lines Claims Manager  
Claims Email to be inserted  
Chubb Insurance Australia Limited  
Grosvenor Place  
Level 38, 225 George Street  
Sydney NSW 2000

All such notifications must include the following information:

- (i) a specific description of the demand or assertion made against the **Insured**;
- (ii) details of all parties involved;
- (iii) a copy of any:
  - Written demand for money or services;

- Document commencing proceedings; and/or
- Written Notice of any official investigation, inquiry or examination

## 5.5 Cooperation of Insured

Each **Insured** must, at their own expense, give **Chubb** and any investigators or legal representatives appointed by **Chubb** all information they reasonably require, and full co-operation and assistance in the conduct of the investigation (including for the purpose of enabling **Chubb** to determine its liability to provide indemnity under this policy), defence, settlement, avoidance or reduction of any actual or possible **Claim** or any proceedings.

## 5.6 Conduct of Claims

**Chubb** will have the right, but not the duty, and must be given the opportunity, effectively to associate with the **Insureds** in the investigation, settlement or defence of any **Claim** even if the **Underlying Limit** has not been **Exhausted**. **Insureds** must not settle any **Claim**, incur any costs or expenses or otherwise assume any contractual obligation or admit any liability with respect to any **Claim** which could be covered by this policy without **Chubb**'s prior written consent, which will not be unreasonably withheld. **Chubb** will not be liable for any settlement, costs, expenses, assumed obligation or admission of liability to which it has not consented in writing. The **Insureds** must give **Chubb** such information and cooperation as it may reasonably require.

## 5.7 Recoveries

All recoveries or payments recovered or received subsequent to a loss settlement under this policy will be applied as if recovered or received prior to such settlement and all necessary adjustments will then be made between the **Insureds** and **Chubb**, provided always that the foregoing will not affect the time when loss under this policy is payable.

## 5.8 Non Imputation

Notice to or knowledge possessed by any person must not effect waiver or change in any part of this policy or stop **Chubb** from asserting any right under the terms of this policy. The terms of this policy will not be waived or changed, except by Endorsement issued to form a part of this policy, signed by **Chubb** or its authorised representative.

## 5.9 Termination of Policy

- Notwithstanding that this policy will follow the terms, conditions, exclusions and limitations of the **Primary Policy**, this policy will be cancelled immediately upon the cancellation of the **Primary Policy**, whether by an **Insured** or the **Insurer** of the **Primary Policy**.
- Notice of cancellation or non-renewal of the **Primary Policy** duly given by the **Insurer** of the **Primary Policy** will serve as notice of the cancellation or non-renewal of this policy by **Chubb**.

## 5.10 Non-assignment

No change in, modification of, or assignment of interest under this policy shall be effective unless made by written endorsement to this policy duly executed on behalf of **Chubb**.

# 6 Definitions

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- "**Claim**", "**Subsidiaries**" and "**Act, Error or Omission**" have the same meanings in this policy as are attributed to them in the **Primary Policy**.

- 6.2 “**Exhausted**” or “**Exhaustion**” means a situation where:
- (a) payment by the insurers of the **Underlying Policies** of covered loss; or
  - (b) where applicable, the retention by the **Insureds** of any amount of an otherwise covered loss on account of non-payment of such amount by an **Insurer** of the **Underlying Policies**;
- has resulted in total **Exhaustion** of the **Underlying Limit**.
- 6.3 “**Insured**” means any person or organisation designated as **Insured** by the **Primary Policy**.
- 6.4 “**Business**”, “**Limit of Liability**”, “**Primary Policy**”, “**Period of Insurance**”, “**Underlying Insurer**”, “**Underlying Policies**” and “**Retroactive Date**” have the same meanings as are attributed to them in the schedule forming part of this policy.
- 6.5 “**Members**” means CPA Australia Ltd members holding a CPA Australia Public Practice Certificate and their approved practice entities who meet the requirements of CPA Australia By-Law 9.8. For the avoidance of doubt **Members** who are covered by the requirements of an alternative Professional Standards Scheme are excluded
- 6.6 “**Chubb**” means Chubb Insurance Australia Limited (ABN 23 001 642 020).
- 6.7 “**Underlying Limit**” means an amount equal to the aggregate of all limits of liability of any **Underlying Policy** plus the uninsured retention, if any, applicable to the **Underlying Insurance**
- 6.8 “**Circumstance**” means any facts, matters or circumstances which give rise to a **Claim** or has the potential to give rise to a **Claim**.

## Privacy Statement

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Chubb Insurance Australia Limited (Chubb) is committed to protecting your privacy. This document provides you with an overview of how we handle your personal information. Our Privacy Policy can be accessed on our website at [www.chubb.com/au](http://www.chubb.com/au).

### Personal Information Handling Practices

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#### *Collection, Use and Disclosure*

We collect your personal information (which may include sensitive information) when you are applying for, changing or renewing an insurance policy with us or when we are processing a claim in order to help us properly administrate your insurance proposal, policy or claim.

Personal information may be obtained by us directly from you or via a third party such as your insurance intermediary or employer (e.g. in the case of a group insurance policy).

When information is provided to us via a third party we use that information on the basis that you have consented or would reasonably expect us to collect your personal information in this way and we take reasonable steps to ensure that you have been made aware of how we handle your personal information.

The primary purpose for our collection and use of your personal information is to enable us to provide insurance services to you. Sometimes, we may use your personal information for our marketing campaigns, in relation to new products, services or information that may be of interest to you.



We may disclose the information we collect to third parties, including service providers engaged by us to carry out certain business activities on our behalf (such as assessors and call centres in Australia). In some circumstances, in order to provide our services to you, we may need to transfer personal information to other entities within the Chubb Group of companies (such as the regional head offices of Chubb located in Singapore, UK or USA), or third parties with whom we or those other Chubb Group entities have sub-contracted to provide a specific service for us, which may be located outside of Australia (such as in the Philippines or USA). Please note that no personal information is disclosed by us to any overseas entity for marketing purposes.

In all instances where personal information may be disclosed overseas, in addition to any local data privacy laws, we have measures in place to ensure that those parties hold and use that information in accordance with the consent you have provided and in accordance with our obligations to you under the Privacy Act 1988 (Cth).

#### *Your Choices*

In dealing with us, you agree to us using and disclosing your personal information as set out in this statement and our Privacy Policy. This consent remains valid unless you alter or revoke it by giving written notice to our Privacy Officer. However, should you choose to withdraw your consent it is important for you to understand that this may mean we may not be able to provide you or your organisation with insurance or to respond to any claim.

#### *How to Contact Us*

If you would like a copy of your personal information, or to correct or update it, please contact our customer relations team on 1800 815 675 or email [CustomerService.AUNZ@chubb.com](mailto:CustomerService.AUNZ@chubb.com).

If you have a complaint or would like more information about how we manage your personal information, please review our Privacy Policy for more details or contact the Privacy Officer, Chubb Insurance Australia Limited, GPO Box 4907, Sydney NSW 2001, Tel: +61 2 9335 3200 or email [Privacy.AU@chubb.com](mailto:Privacy.AU@chubb.com).

## General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice (the Code). The objectives of the Code are to further raise standards of service and promote consumer confidence in the general insurance industry. Further information about the Code and your rights under it is available at [www.codeofpractice.com.au](http://www.codeofpractice.com.au) and on request.

## About Chubb in Australia

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Chubb is the world's largest publicly traded property and casualty insurer. Chubb, via acquisitions by its predecessor companies, has been present in Australia for over 50 years. Its operation in Australia (Chubb Insurance Australia Limited) provides specialised and customised coverages include Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities as well as Accident & Health, for a broad client base, including many of the country's largest companies.

More information can be found at [www.chubb.com/au](http://www.chubb.com/au)

## Contact Us

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

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**Chubb. Insured.<sup>SM</sup>**