Preamble

In consideration of payment of the Premium, Suncorp agrees to provide indemnity in accordance with the terms of this Policy.

1. Civil Liability And Statutory Proceedings Insuring Clause

Suncorp agrees to indemnify the Insured up to the Limit of Indemnity against:

i. civil liability for compensation;
ii. claimant’s costs and expenses;
iii. Costs Orders; and
iv. Compensation Orders, resulting from Claims first made against the Insured during the Period of Insurance and reported to Suncorp during the Period of Insurance incurred in the conduct of the Business.

2. Defence Costs

Suncorp agrees to pay Defence Costs in addition to the Limit of Indemnity provided that if a payment greater than the Limit of Indemnity has to be made to dispose of a Claim, the liability of Suncorp for Defence Costs shall be such proportion thereof as the Limit of Indemnity bears to the amount paid to dispose of the Claim.

3. Clarification

For the sake of clarity, the indemnity provided to the Insured by the Insuring Clause of this Policy includes cover for the following:

3.1 Libel, Slander and Defamation

Claims by any person for libel, slander or defamation.

3.2 Consumer Protection Legislation

Claims for civil liability for compensation against the Insured resulting from breach of a statutory duty under the Competition and Consumer Act 2010 (Cth), Corporations Act 2001 (Cth), National Consumer Credit Protection Act 2009 (Cth) or similar legislation enacted for the protection of consumers, within any Australian jurisdiction including any amendment, consolidation or re-enactment of such legislation, to the extent that such Claims are not otherwise subject to any Exclusion in this Policy.

4. Automatic Extensions

The following extensions to this Policy are included automatically. Each extension is subject to all the terms of this Policy, unless otherwise expressly varied by the extension. The inclusion of these extensions does not increase the Limit of Indemnity.

4.1 Automatic Reinstatement – Limit of Indemnity

Suncorp agrees to reinstate the Limit of Indemnity for such amount, as may be paid by Suncorp in respect of any Claim or Claims, so that following each Claim the Policy remains in force during the Period of Insurance for the Limit of Indemnity, provided that the liability of Suncorp shall not exceed the Limit of Indemnity in respect of any one Claim.

4.2 Loss of Documents

Suncorp agrees to indemnify the Insured for Claims arising from the loss of any Documents (including but not limited to Documents which are the property of the Insured) which have been destroyed, damaged, lost or mislaid and, after diligent search, cannot be found provided that:

i. the discovery of such loss of Documents occurred during the Period of Insurance and was notified in writing to Suncorp during the Period of Insurance;
ii. such indemnity shall be limited to the costs, charges and expenses of whatsoever nature incurred by the Insured in replacing and/or restoring such Documents and any claim for such costs, charges and expenses shall be supported by bills and/or accounts which shall be subject to approval by a competent person nominated by Suncorp with the approval of the Insured;

iii. such indemnity shall be limited to the loss of any Documents:
   a. which were in the physical custody or control of the Insured or any other person to whom the Insured entrusted, lodged or deposited such Documents in the ordinary course of business;
   b. which occurred within the territorial limits of the Commonwealth of Australia or the Dominion of New Zealand; and
   iv. the Excess shall not be applicable to this extension.

4.3 Dishonesty of Employees
Notwithstanding Exclusion 5.2, Suncorp agrees to indemnify the Insured for Claims resulting from any fraudulent or dishonest act or omission by any Employees provided that:

i. the Insured did not participate in or condone such fraudulent or dishonest act or omission; and

ii. the Insured had no knowledge of the fraudulent or dishonest act or omission prior to it being committed; and

iii. the Insured notifies Suncorp as soon as is reasonably practicable upon becoming aware of the fraudulent or dishonest act or omission; and

iv. any indemnity provided under this extension shall not extend to any Claim for loss of money, negotiable instruments, bearer bonds or coupons, stamps, bank or currency notes.

4.4 Estates and Legal Representatives
Suncorp agrees to provide indemnity for any Claim made against the estate, heirs, legal representatives or assigns of any Insured who is deceased, incompetent, insolvent or bankrupt provided that such persons and Claims shall be subject to the terms of this Policy.

4.5 Director of a Clerk Company
Suncorp agrees to indemnify the Insured who is a director of a company which operates as a Barristers Clerk, for any Claim for professional negligence arising out of the Insured’s performance as such director in respect of the company’s activities as a Barrister’s Clerk.

4.6 Run Off Cover
In the event that the Insured dies during the Period of Insurance or within one week of the expiry thereof, or becomes a Retired Insured, then Suncorp agrees to indemnify such deceased Insured’s estate or Retired Insured against civil liability for any Claim first made against such deceased Insured’s estate or Retired Insured and reported to Suncorp after the date of death or the Retirement Date incurred in the conduct of the Business, provided that:

i. such Claim is first made and reported to Suncorp during the period of seven (7) years from the date of death or the Retirement Date;

ii. such indemnity shall only apply in respect of any act, error or omission occurring prior to the date of death or the Retirement Date;

iii. unless the Insured died, written notification of the following matters has been provided to Suncorp within 21 days after the expiry of the Period of Insurance:
   a. that the Insured has become, or intends to become, a Retired Insured; and
   b. the Retirement Date; and

iv. any executor or administrator of such deceased Insured’s or Retired Insured’s estate shall be subject to the terms of this Policy.

4.7 Continuous Cover
Where the Insured:

i. first became aware of facts or circumstances that might give rise to a Claim, prior to the Period of Insurance; and

ii. had not notified Suncorp or the Company of such facts or circumstances prior to the Period of Insurance in accordance with s40(3) of the Insurance Contracts Act 1984 (Cth), then the Prior or Pending Claims / Circumstances Exclusion will not apply to any notification during the Period of Insurance of any Claim resulting from such facts or circumstances, provided that:

a. there is an absence of fraudulent non-compliance with the Insured’s duty of disclosure and an absence of fraudulent misrepresentation by the Insured in respect of such facts or circumstances; and

b. the Insured has been continuously insured, without interruption at the time of the notification of the Claim to Suncorp, under a professional indemnity insurance policy for barristers issued
by Suncorp or the Company and was insured by Suncorp or the Company at the time when the Insured first became aware of such facts or circumstances; and

c. Suncorp may reduce its liability under the Policy to the extent of any prejudice Suncorp may suffer in connection with the Insured’s failure to notify the facts or circumstances giving rise to a Claim prior to the Period of Insurance.

With respect to this clause, Suncorp will not be liable to indemnify an Insured under this Policy if Suncorp or the Company had accepted facts or circumstances that might give rise to a Claim in a previous period of insurance.

4.8 Inquiry Costs

Suncorp will indemnify the Insured for Inquiry Costs provided that:

i. the Notice is first received by the Insured and notified to Suncorp during the Period of Insurance; and

ii. such response or attendance arises directly from conduct allegedly committed by the Insured in the conduct of the Business; and

iii. such indemnity is subject to the written consent of Suncorp prior to the incurring of the Inquiry Costs; and

iv. all wages, salaries or fees of the Insured including overtime are excluded from this indemnity.

5. Exclusions

Suncorp shall not be liable to indemnify the Insured or any other person in respect of any Claim or Inquiry Costs:

5.1 Prior Or Pending Claims / Circumstances

i. first made against the Insured prior to the Period of Insurance; or

ii. arising from any matter disclosed or notified to any insurer (including Suncorp and the Company) prior to the Period of Insurance as either a Claim or circumstances which may give rise to a Claim against the Insured; or

iii. arising from circumstances of which the Insured had become aware prior to the Period of Insurance and which the Insured knew, or a reasonable person in the Insured’s professional position ought reasonably to have known, to be circumstances which may give rise to a Claim; or

iv. arising from any matter which gives rise to a Claim or circumstances which may give rise to a Claim against the Insured, prior to the Insured obtaining a practising certificate as a barrister only; or

5.2 Fraud and Dishonesty

based upon, attributable to, or in consequence of:

i. any dishonest, fraudulent, criminal or malicious act, error or omission of the Insured; or

ii. any wilful or intentional breach of any statute, regulation, contract or legal duty by the Insured; or

5.3 Assumed Obligation

based upon, attributable to, or in consequence of any liability, duty or obligation:

i. under a contractual term, warranty or guarantee (unless liability would have existed regardless of the contractual term, warranty or guarantee); or

ii. assumed by the Insured outside the normal conduct of the Business; or

iii. in circumstances where the Insured has conducted the Business pursuant to any agreement or understanding by which the Insured has surrendered or waived any right of contribution or indemnity, to which the Insured would otherwise have been entitled at law; unless the prior agreement of Suncorp is obtained; or

5.4 Fines and Penalties

for punitive, aggravated, multiple or exemplary damages, or fines or penalties imposed by law, including but not limited to civil penalties; or

5.5 Occupier’s Liability

based upon, attributable to, or in consequence of any occupation or ownership of any real property by the Insured; or

5.6 Trading Debts

based upon, attributable to, or in consequence of any trading debt incurred by the Insured or any guarantee or warranty given by the Insured in connection with a debt; or

5.7 Bodily Injury and Property Damage

based upon, attributable to, or in consequence of:

i. Bodily Injury of any person, other than a Claim for breach of professional duty in the conduct of the Business; or

ii. loss of or damage to tangible property (other than Documents); or
5.8 **Insurer’s Right of Recovery**

in respect of which the **Insured** has at any time by deed or agreement foregone, excluded or limited any right to contribution, recovery or indemnity from any person, unless the agreement of **Suncorp** was obtained beforehand; or

5.9 **Directors and Officers’ Liability**

based upon, attributable to, or in consequence of the **Insured** being a director or officer of a body corporate whilst acting in that capacity, except as more specifically provided under Automatic Extension 4.5; or

5.10 **Employers Liability**

based upon, attributable to, or in consequence of the **Insured**'s liability as an employer; or

5.11 **Intentional Damage**

based upon, attributable to, or in consequence of acts, errors or omissions by the **Insured** with the intention of causing a third party loss, damage or injury, or with reckless disregard for the consequences; or

5.12 **Related Parties**

by or in connection with any company, trust or other legal entity:

i. which is operated or controlled by the **Insured** or the **Insured's Employees**, nominees or trustees; or

ii. in which the **Insured** has a direct or indirect financial interest.

6. **Conditions**

6.1 **Limit of Indemnity**

Subject to the application of Automatic Extension 4.1, the maximum liability of **Suncorp** for any one **Claim** covered by this **Policy** (including **Claims** under any extension to this **Policy**) shall be the **Limit of Indemnity**, except that **Suncorp** will in addition pay **Defence Costs**.

6.2 **Excess**

i. The **Insured** shall bear the amount of the **Excess** in respect of each **Claim** made against the **Insured** and **Suncorp** shall only be liable to indemnify the **Insured** in excess of that amount.

ii. If any **Claim** made against the **Insured** involves more than one alleged act, error or omission, the **Excess** shall apply to each alleged act, error or omission separately.

iii. In respect of any **Claim** where the amount of the **Claim** is less than the amount of the **Excess**, the **Insured** shall bear all costs and expenses associated therewith unless **Suncorp** has agreed to meet such costs and expenses pursuant to the **Defence Costs** clause 2.

iv. The **Insured** is liable for the amount of any **Inquiry Costs** that is less than the **Excess** for each **Notice**.

v. For the purposes of the Inquiry Costs Automatic Extension, all **Notices** arising out of, based upon, attributable to or in respect of any one inquiry or hearing shall be considered to be a single **Notice** and shall attract one **Excess**.

vi. **Suncorp** has no liability for the amount of **Inquiry Costs** that is less than the **Excess** for each **Notice**.

vii. The **Excess** is not payable by the **Insured** in respect of **Defence Costs**, unless otherwise specified in the **Certificate of Insurance** that the **Excess** is inclusive of **Defence Costs**.

6.3 **Defence, Settlement and Mitigation**

i. The **Insured** shall not admit liability (other than any statutory obligation to provide information) for or settle any **Claim**, or incur any costs or assume any contractual obligations in respect of any **Claim**, without the written consent of **Suncorp**. **Suncorp** shall not be liable for any admission or settlement or costs to which it has not so consented.

ii. **Suncorp** may take over and conduct the defence or settlement of any **Claim** notified under Condition 6.4.

iii. If the **Insured** refuses to consent to any settlement recommended by **Suncorp** and elects to continue to defend the **Claim** then (subject to the **Limit of Indemnity**) the liability of **Suncorp** for that **Claim** shall not exceed the amount for which the **Claim** could have been settled, plus **Defence Costs** up to the date of such refusal, less the **Excess**.

iv. It shall be the duty and responsibility of the **Insured** to take all appropriate steps to defend any **Claim**, and, to provide such information and assistance to **Suncorp** as it reasonably requires to investigate or to defend any **Claim** or to enable it to determine its liability under the **Policy**. Such information includes such data or documentation necessary to establish and/or assert any right of contribution or indemnification against any third party.
v. **Suncorp** may take over and conduct the response to any **Notice** notified under Condition 6.4 and the **Insured** shall provide such information and assistance to **Suncorp** as it reasonably requires to conduct such response.

vi. The **Insured** shall use due diligence and do and concur in doing anything reasonably practicable to diminish or avoid any legal liability, **Defence Costs** or **Inquiry Costs** in respect of which **Suncorp** is or could be liable to indemnify the **Insured**.

Subject to the Defence Costs clause 2, compliance with clauses 6.3 (iv) and (v) shall be at the **Insured’s** own cost.

6.4 **Notification of Claims and Notices**

The **Insured** shall provide to **Suncorp** written notice of any **Claim** or **Notice** as soon as practicable and provide such information and assistance to **Suncorp** as it reasonably requires including the nature of the allegations, the names of the claimants, and the manner in which the **Insured** first became aware of the **Claim** or **Notice**.

Subject to the Defence Costs clause 2, compliance with this clause 6.4 shall be at the **Insured’s** own cost.

6.5 **Senior Counsel Clause**

i. **Suncorp** shall not require the **Insured** to contest any **Claim** unless a Queen’s Counsel or Senior Counsel (to be mutually agreed upon by the **Insured** and **Suncorp**, or failing agreement, to be appointed by the Chairman/President for the time being or their nominee of the State or Territory Bar Association in the State or Territory in which the **Insured’s** practising certificate was issued), shall advise that such **Claim** should be contested.

ii. In formulating such advice, Queen’s Counsel or Senior Counsel shall take into consideration the economics of the matter, the damages and costs which are likely to be recovered by the plaintiff, the likely **Defence Costs** and the prospects of the **Insured** successfully defending the **Claim**.

iii. The cost of Queen’s Counsel or Senior Counsel’s opinion shall be regarded as part of the **Defence Costs**.

6.6 **Cancellation**

The **Insured** may not cancel this Policy.

**Suncorp** agrees it will not cancel this Policy for any reason other than non-payment of the Premium.

6.7 **Payment of Premium**

The **Insured** must pay the **Premium** specified in the **Certificate of Insurance** for the **Period of Insurance** to **Suncorp** at the time of binding cover.

6.8 **Construction**

The titles of paragraphs in this Policy are included for descriptive purposes only and do not form part of this Policy for the purposes of its construction or interpretation.

6.9 **Subrogation**

In respect of any **Claim** covered by this Policy, **Suncorp** shall be subrogated to any rights of recovery, indemnity or contribution which the **Insured** may have in respect of such **Claim** and the **Insured** shall do everything necessary to secure and preserve such rights, including execution of such documents necessary to enable **Suncorp** to effectively pursue such rights.

6.10 **Governing Law**

This Policy shall be construed, and any dispute in respect of this Policy shall be determined, in accordance with the laws of the Commonwealth of Australia and the Australian State or Australian Territory where the Policy was issued. Any disputes relating to this Policy shall be submitted to the exclusive jurisdiction of the courts of Australia.

6.11 **Territory**

The indemnity provided by this Policy shall be in respect of acts, errors or omissions committed anywhere in the world but shall not include:

i. any **Claim** made in, determined pursuant to the law of, or based upon the law of, the United States of America or its territories or protectorates;

ii. any **Claim** arising out of the enforcement of judgements, orders or awards obtained within, or determined pursuant to the law of, the United States of America or its territories or protectorates.

6.12 **Validity**

To be valid, this Policy must have a current **Suncorp Certificate of Insurance**.

6.13 **Cease to Practice**

The **Insured** shall provide to **Suncorp**, as soon as practicable:

i. written notification of ceasing **Business**; and

ii. written notification of the **Insured** ceasing to be the holder of a practising certificate or the **Insured’s** name being removed from the roll of barristers.
6.14 **Non-Repudiation, Avoidance or Reduction of Liability**

Suncorp shall not avoid this Policy or exercise any rights under sub-section 28(3) of the Insurance Contracts Act 1984 (Cth) unless the Insured's non-disclosure or misrepresentation is fraudulent.

6.15 **Address for Notification**

All Claims and Notice notifications to Suncorp must be sent to

sunprorisk@suncorp.com.au or
Claims Manager, Suncorp Professional Risks
PC 2CI216 10 Shelley Street
SYDNEY NSW 2000

Any other matter required by this Policy to be notified, advised or reported to Suncorp shall be in writing and delivered to

sunprorisk@suncorp.com.au or
Underwriting Manager, Suncorp Professional Risks
IPC 2CI216
10 Shelley Street
SYDNEY NSW 2000

6.16 **Compensation Clarification**

Suncorp shall not be liable to indemnify the Insured or any other person for the payment or refund of professional fees or charges billed by the Insured (by way of damages or otherwise).

7. **Definitions**

The following words shall have the same special meaning throughout this Policy, whether expressed in the singular or plural. If a word has a special meaning, it will appear in the Policy in bold type and with a capital letter.

7.1 **Act** means the Legal Profession Act 2006 (ACT), Legal Profession Uniform Law (NSW), Legal Profession Act 2007 (QLD), the Legal Profession Uniform Law (VIC), the Legal Profession Act 2007 (Tas), Legal Profession Act 2008 (WA) or similar legislation regulating the Business enacted by any State or Territory of the Commonwealth of Australia, including the Legal Profession Uniform Law and any subsequent legislation which operates in lieu of such legislation.

7.2 **Bodily Injury** means physical or bodily injury, sickness, death, disease or any psychological or psychiatric injury.

7.3 **Business** means the provision of professional services of a barrister, which are provided in the normal course of carrying on the practice of a barrister in private practice, including acting as a mediator or arbitrator.

7.4 **Certificate of Insurance** means the Suncorp Certificate of Insurance, which attaches to and forms part of this Policy.

7.5 **Claim** means any:

i. demand made against the Insured by a third party for compensation however conveyed including, but not limited to, a writ, summons, application or other original legal or arbitral proceedings, cross claim, or counter claim issued against and served upon the Insured; or

ii. notification to the Insured of Statutory Proceedings.

iii. Contempt Proceedings brought against the Insured and in which the Insured is required to appear.

7.6 **Company** means the previous issuers of this Policy being:

i. Suncorp Metway Insurance Limited ABN 83 075 695 966; or

ii. AAI Limited ABN 48 005 297 807 trading as Vero Insurance.

7.7 **Compensation Order** means any order for monetary compensation made against the Insured pursuant to the Act, arising from conduct not otherwise subject to any Exclusion in this Policy.

7.8 **Contempt Proceedings** means any proceedings of a disciplinary nature including but not limited to undermining the authority, performance or dignity of the court that has been brought against the Insured before a tribunal, court or other body which has jurisdiction under the Act to hear proceedings against that barrister.

7.9 **Cost Order** means a cost order made against the Insured pursuant to the Act, arising from conduct not otherwise subject to any Exclusion in this Policy.

7.10 **Defence Costs** means the reasonable legal costs and associated charges and expenses (other than wages or salaries or fees of the Insured or Inquiry Costs) incurred by Suncorp or with the prior written consent of Suncorp (such consent not to be unreasonably withheld) in defending, investigating or monitoring any Claim:

i. to which Suncorp has confirmed indemnity or elected to take over and conduct, or arising from related appeals; or

ii. where Suncorp is liable to indemnify the Insured following judgment, final adjudication or settlement of a Claim made against the Insured.
7.11 **Documents** means deeds, wills, agreements, maps, plans, books, letters, certificates, forms and documents of any nature whatsoever, whether written, printed or reproduced by any method including computer printouts BUT DOES NOT MEAN bearer bonds or coupons, stamps, bank or currency notes, any negotiable instrument, or any form of computer records or computer memory whether programmes, software or otherwise and however recorded.

7.12 **Employee** means any barrister’s clerk the services of whom are utilised by the **Insured** and any person employed under a contract of service, during or prior to commencement of the **Period of Insurance**.

7.13 **Excess** means the amount specified in the **Certificate of Insurance**.

7.14 **Inquiring Body** means an individual, professional body or court which has jurisdiction under the **Act** to supervise, inquire, or investigate in relation to the **Insured’s** conduct as a barrister or suitability to practice as a barrister.

7.15 **Inquiry Costs** means necessary and reasonable legal costs and expenses incurred by the **Insured** (other than **Defence Costs**) arising out of any **Notice**.

7.16 **Insured** means the person specified as the **Insured** in the **Certificate of Insurance** and who is the holder of a practising certificate and whose name has been entered on the roll of barristers or has otherwise bound themself in writing to adhere to the Barrister Rules as applicable, at the time of effecting this **Policy**.

7.17 **Limit of Indemnity** means the amount specified in the **Certificate of Insurance** and is inclusive of claimant’s costs.

7.18 **Notice** means a notice from an **Inquiring Body** requiring a response from the **Insured** or requiring the **Insured’s** attendance at an inquiry or hearing held before the **Inquiring Body**.

7.19 **Period of Insurance** means the period specified in the **Certificate of Insurance**.

7.20 **Policy** means:
   
i. this **Policy** wording together with the **Certificate of Insurance**; and
   
   ii. any Endorsement(s) agreed to by **Suncorp** either at inception or during the **Period of Insurance**.

7.21 **Premium** means the total amount specified in the **Certificate of Insurance**.

7.22 **Retired Insured** means the person specified as the **Insured** in the **Certificate of Insurance** if that person has during or within one day after the expiry of the **Period of Insurance**:

   i. ceased to conduct the **Business**; and
   
   ii. ceased to be the holder of a practising certificate as a barrister only issued by an Australian State or Territory Bar Association, or other regulatory body responsible for issuing practicing certificates to Australian legal practitioners.

If a person has held a practising certificate until the expiry of the **Period of Insurance**, but does not renew their practising certificate for the period commencing immediately after the expiry of the **Period of Insurance**, then for the purposes of paragraph (ii) above that person shall be deemed to have ceased to be the holder of a practising certificate during the **Period of Insurance**.

7.23 **Retirement Date** means the date from which the **Retired Insured** has ceased to conduct the **Business** and ceased to be the holder of a practising certificate as a barrister only issued by an Australian State or Territory Bar Association, or other regulatory body responsible for issuing practicing certificates to Australian legal practitioners.

7.24 **Retroactive Date** means the date specified in the **Certificate of Insurance**.

7.25 **Statutory Proceedings** means any proceedings of a disciplinary nature against the **Insured** before a tribunal, court or other body which has jurisdiction under the **Act** to hear proceedings of that type against a barrister.

7.26 **Suncorp** means AAI Limited ABN 48 005 297 807.

End of Policy wording
Notices

These notices do not form part of the policy.

**Your duty of disclosure**

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, that 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.

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 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.

**Suncorp Group Notice**

Various products and services are provided by different entities in the Suncorp Group. The different entities in the Suncorp Group are not responsible for, do not guarantee and are not liable in respect of products or services provided by other entities in the Suncorp Group. Suncorp Bank does not guarantee and is not liable for this product.

This product is not a bank deposit or other bank liability.

**Privacy**

We will collect your personal information for a range of purposes relating to the products and services we provide. We’ll use a variety of methods to collect your personal information, including written forms, telephone calls, internet forms, emails, online activity, cookies and technology.

If we ask for your personal information and you don’t provide it, we may not be able to provide you with certain products or services.

We may also collect your personal information from or disclose it to other people and organisations for purposes that relate to the products and services we provide to you. Sometimes these people or organisations are located overseas.

The Suncorp Barristers Insurance Privacy Statement provides more information about how we collect, handle, use and disclose your personal information.

You have the right to access and correct your personal information held by us and you can find information about how to do this in the Suncorp Group Privacy Policy. The policy also includes information about how you can complain about a breach of the Australian Privacy Principles and how we’ll deal with such a complaint.

You can get a copy of the Suncorp Barristers Insurance Privacy Statement and Suncorp Group Privacy Policy by:
- Calling us on 13 11 55
- Emailing us at privacyaccessrequests@suncorp.com.au

**General Insurance Code of Practice**

We support and adhere to the General Insurance Code of Practice. A copy of the Code can be obtained from the Insurance Council of Australia by:
- Telephone (02) 9253 5100 or 1300 728 228
- Website www.insurancecouncil.com.au

**Our complaints handling procedures**

We are committed to:
- listening to what you tell us;
- being accurate and honest in telling you about our products and services;
- communicating with you clearly; and
- resolving any complaints or concerns you have in a fair, transparent and timely manner.

If you have a complaint concerning this product or our services, please tell the people who provided your initial service or you can contact us by:
- Telephone: 1800 689 762
- Mail: Reply Paid 1453, Customer Relations Unit RE058, GPO Box 1453 Brisbane QLD 4001 or
- Email: customer.relations@suncorp.com.au

**What we will do to resolve your complaint**

When you first let us know about your complaint or concern, we will review your complaint, consider the facts and attempt to resolve your complaint by the end of the next working day.

If we cannot resolve your complaint to your satisfaction within 5 working days we will contact you to agree reasonable alternative time frames.

We will endeavour to send you our final decision within 15 working days from the date you first made your
complaint provided we have all necessary information and have completed any investigations required. If you are still unsatisfied with the final outcome at your request we can refer your complaint to our Customer Relations Team. Our Customer Relations Team will review your dispute, and respond to the dispute within 15 working days of your complaint being referred to them provided they receive all necessary information and have completed any investigation required.

You can contact our Customer Relations Team by:

— Telephone: 1300 264 053
— Email: idr@suncorp.com.au
— Mail: Suncorp Internal Dispute Resolution, PO Box 14180, Melbourne City Mail Centre VIC 8001

What if you are not satisfied with our final CRT decision?
We expect our procedures will deal fairly and promptly with your complaint. However if you are not satisfied with our final decision there are external dispute remedies such as mediation, arbitration or legal action that you may pursue.

Overseas activities
If this policy provides cover for the conduct of activities outside of Australia or claims brought in legal jurisdictions outside of Australia, it is possible other countries’ laws or regulations may nevertheless prevent this policy from responding to provide that cover. If you conduct activities overseas you may wish to seek advice from a legal or insurance professional who understands the relevant countries’ insurance requirements.

Professional Indemnity coverage notices

Claims made basis and retroactive date
This Professional Indemnity Insurance policy is issued on a ‘claims made and notified’ basis, which means that:

— The Policy covers claims that are first made against you and you tell us about during the Period of Insurance. The Policy doesn’t cover claims or potential claims that you knew about prior to the Period of Insurance. (There are some exceptions to this rule if the Policy contains a ‘Continuous Cover’ extension.)

— If a retroactive date is applied or shown on the Policy schedule, the Policy doesn’t cover claims resulting from an act or failure to do something before that date.

— The policy doesn’t cover facts or claims you tell us about after expiry of the Period of Insurance, even if the incident giving rise to the claim occurred during the Period of Insurance.

Average provision
If a payment in excess of the Limit of Indemnity available under your policy has to be made to dispose of a claim, Suncorp’s liability for Defence Costs incurred with its consent shall be such proportion thereof as the amount of indemnity available under this policy bears to the amount paid to dispose of the claim payments.

Subrogation waiver
This policy contains a provision that has the effect of excluding or limiting Suncorp’s liability in respect of a liability incurred solely by reason of the Insured entering into a deed or agreement excluding, limiting or delaying the legal rights of recovery against another.

Contact Details
If you have any questions about this policy, please:

— Call us on 1300 308 950
— Email us at sunprorisk@suncorp.com.au