



SCHEDULE

CHUBB INSURANCE COMPANY
OF AUSTRALIA LIMITED
(A.B.N. 69 003 710 647)
A.F.S. Licence No: 239778
Herein called the Company

Item 1. **Principal Organisation:**
(name and address)

Policy Number:

THIS COVERAGE SECTION PROVIDES CLAIMS MADE COVERAGE WHICH APPLIES ONLY TO 'CLAIMS' FIRST MADE DURING THE 'POLICY PERIOD', OR ANY EXTENDED REPORTING PERIOD.

Item 2. Limits of Liability

(a) Each **Loss** \$
(b) Aggregate Limit of Liability Each **Policy Period** \$

Item 3. Deductible: \$

Item 4. **Policy Period:** From 4:00 p.m. on
To 4:00 p.m. on
Local time at the address shown in Item 1.

Item 5. Extended Reporting Period: (a) Additional Premium: \$
(b) Additional Period:

Item 6. Pending or Prior Date:

Item 7. **Professional Services:**

Item 8. Termination of Prior Policy: Nil

Item 9. Endorsement(s) Effective at Inception: Nil

In witness whereof, the Company has caused this policy to be signed by its Authorised Employee.

Date

Authorised Employee



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

1. INSURING CLAUSE

The Company shall pay on behalf of an **Insured** all **Loss** which such **Insured** becomes legally obligated to pay on account of any **Claim** first made against such **Insured** during the **Policy Period** or, if exercised, during the Extended Reporting Period, for a **Wrongful Act**.

2. EXTENSIONS

A. Fraud and Dishonesty

The Company shall indemnify an **Insured** for **Loss** which would otherwise be excluded by reason of Exclusion 4.(c), Dishonesty provided that such **Insured** has not condoned or committed the dishonest, fraudulent or criminal act forming the basis of liability for such **Loss**.

B. Loss of Documents

Notwithstanding Exclusion 4.(f), Bodily Injury and Property Damage, coverage shall extend to **Loss** on account of any **Claim** due to loss of or damage to documents whilst in the custody of the **Insured** and for which the **Insured** is legally liable or any person to whom the **Insured** has entrusted them; or anywhere in transit in respect of all damage for which the **Insured** is legally liable, provided that the Company shall not be liable for loss or damage to documents due to wear and tear, gradual deterioration, moth and vermin.

No Deductible Amount applies to this extension.

The **Principal Organisation** shall submit, as a part of any proof of loss, all bills and accounts with respect to any lost or damaged documents which shall be subject to approval by a competent person to be nominated by the Company with the **Insured's** consent.

C. Libel, Slander & Defamation

Coverage shall extend to **Loss** on account of any **Claim** made against an **Insured** alleging libel, slander or defamation.

D. Trade Practices Act and Related Legislation

Notwithstanding Exclusion 4.(c), Dishonesty, coverage shall extend to **Loss** on account of any **Claim** made against the **Insured** in respect of any breach of the *Trade Practices Act 1974 (Commonwealth)*, the *Fair Trading Act 1987 (NSW)*, the *Fair Trading Act 1985 (Victoria)* or similar legislation enacted by the other States or Territories of the Commonwealth of Australia or the Dominion of New Zealand.

E. Spouses, Heirs and Representatives

Coverage shall extend to **Claims** for the **Wrongful Acts** of an **Insured Person** made against:

- (i) the estates, heirs, legal representatives or assigns of such **Insured Person** who is deceased or against the legal representatives or assigns of such **Insured Person** who is under a legal disability by reason of mental incapacity or is insolvent or bankrupt; and
- (ii) the lawful spouse or **Domestic Partner** of such **Insured Person**, solely by reason of such person's status as a spouse or **Domestic Partner** or such spouse or **Domestic Partner's** ownership interest in property which the claimant seeks as recovery for an alleged **Wrongful Act** of such **Insured Person**.



All loss which the spouse or **Domestic Partner** becomes legally obligated to pay on account of the **Claim** shall be treated as a **Loss** which the **Insured Person** becomes legally obligated to pay on account of the **Claim** made against such **Insured Person**. All limitations, conditions, provisions and other terms of coverage applicable to the **Insured Person's Loss** shall also be applicable to the spousal or **Domestic Partner** loss. However, coverage shall not apply to the extent any **Claim** alleges any act or omission by the **Insured Person's** spouse or **Domestic Partner**.

F. Advancement of Defence Costs and Legal Representation Expenses

The Company shall, prior to the final disposition of any **Claim**, advance **Defence Costs** or **Legal Representation Expenses** as provided under this Coverage Section, within thirty (30) days of receipt of an invoice for same from defence counsel.

Any advancement of **Defence Costs** or **Legal Representation Expenses** shall be repaid to the Company by the **Insureds**, severally according to their respective interests, if and to the extent it is determined that such **Defence Costs** or **Legal Representation Expenses** are not insured under this Coverage Section.

G. Extended Reporting Period

If this Coverage Section is terminated or not renewed by either the Company or the **Principal Organisation** for any reason other than non payment of premium and provided no **Event** has occurred, then any **Insured** shall have the right to an extended reporting period for the period set forth in Item 5 of the Schedule. The right to purchase an Extended Reporting Period shall lapse unless written notice of such election, together with payment of the additional premium due, is received by the Company within ninety (90) days following the effective date of termination or non renewal.

If the Extended Reporting Period is purchased, then coverage otherwise afforded by this policy will be extended to apply to **Loss** on account of **Claims** first made during such Extended Reporting Period but only for **Wrongful Acts** occurring prior to and **Formal Investigations** into conduct occurring prior to the end of the **Policy Period**.

H. Continuity of Cover

Notwithstanding exclusion 4.(b), Pending or Prior, coverage is provided for **Claims** or circumstances which could or should have been notified under any policy or coverage section of which this Coverage Section is a renewal or replacement or which it may succeed in time provided always that:

- (i) the **Claim** or circumstance could and should have been notified after the Pending or Prior Date set forth in the Schedule;
- (II) the Company has continued to be the insurer under such previous policy or coverage section without interruption; and
- (III) the cover provided by this Extension shall be in accordance with all the terms and conditions of this policy or coverage section under which the **Claim** or circumstances could and should have been notified.

Cover as set forth in the above extensions is subject to all provisions of this Coverage Section unless stated otherwise.

3. DEFINITIONS

When used in bold type in this Coverage Section:

Bodily Injury means physical injury, sickness or disease sustained by a person and mental anguish, mental injury, shock, humiliation or death.

Claim means:

- (a) a written demand for monetary damages or non pecuniary relief;
- (b) a civil proceeding;
- (c) a **Formal Investigation**; or
- (d) an arbitration, mediation, conciliation or alternate dispute resolution proceeding ,

against any **Insured** for a **Wrongful Act**, including any appeal therefrom.

Defence Costs means that part of **Loss** consisting of reasonable costs charges, fees (including but not limited to legal counsels' fees and experts' fees) and expenses (other than regular or overtime wages, salaries or fees of the partners, directors, officers or employees of the **Insured Organisation** or office overheads, travel costs unrelated to a **Claim** or other administrative costs) incurred in defending, investigating, settling or appealing any **Claim** and the premium paid for appeal, attachment or similar bonds.

Director means any person who:

- (a) is appointed to the position of a director; or is appointed to the position of an alternate director and is acting in that capacity; regardless of the name that is given to their position; and
- (b) is not validly appointed as a director if they act in the position of a director; or the directors of the company are accustomed to act in accordance with such person's instructions or wishes (excluding advice given by the person in the performance of functions attaching to his professional capacity or his business relationship with the directors of the **Insured Organisation**).

Director shall include any equivalent position in any jurisdiction.

Domestic Partner means any natural person qualifying as a domestic partner of, or being in a similar relationship to, an **Insured Person** under the provisions of any applicable law or under the provisions of any formal program established by an **Insured Organisation**.

Employee means any natural person whose labour or service is engaged and directed by an **Insured Organisation**, including part-time, seasonal, casual and temporary employees as well as volunteers, but only while such natural person is acting in his capacity as such.

Event means;

- (a) an **Insured Organisation** merging into or consolidating with another organisation such that the **Insured Organisation** becomes a subsidiary of the other organisation;
- (b) another organisation acquiring the business or assets of an **Insured Organisation**; or
- (c) another organisation or person or group of organisations or persons acting in concert acquiring control of the composition of an **Insured Organisation's** Board, being in a position to cast or control the casting of more than fifty percent (50%) of the maximum number of votes that might be cast at a general meeting of the **Insured Organisation** or holding more than fifty percent (50%) of the issued share capital of the **Insured Organisation** (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital).

Formal Investigation means a formal administrative or formal regulatory inquiry by a governmental, regulatory, self regulatory, professional, statutory or official body or institution that is empowered by law to investigate the affairs of any **Insured** including for the avoidance of doubt, any royal commission.

Insured means an **Insured Organisation** and/or **Insured Person**.

Insured Person means any natural person who was, now is or shall be;

- (a) a **Director** or **Officer** or **Employee** of an **Insured Organisation**, and
- (b) any natural person for whose acts the **Insured Organisation** is legally responsible,

individually or otherwise, while acting solely in the conduct of **Professional Services** and on behalf of the **Insured Organisation**.

Insured Organisation means, collectively the **Principal Organisation** designated in the Item 1 of the Schedule and any **Subsidiary**.

Legal Representation Expenses means reasonable **Defence Costs** which an **Insured** incurs on account of the attendance and/or the provision of documents or information by such **Insured** at or to any **Formal Investigation**.

Loss means the amount which an **Insured** becomes legally obligated to pay on account of any covered **Claim**, including, but not limited to:

- (a) **Defence Costs;**
- (b) **Legal Representation Expenses;**
- (c) awards of damages or orders made by any court or tribunal to pay compensation;
- (d) judgments;
- (e) sums payable due to any settlements to which the Company has consented;
- (f) awards of claimant's costs;
- (g) pre-judgment and post-judgment interest;
- (h) punitive, exemplary or aggravated damages unless the Company is legally prohibited from paying such damages in the jurisdiction in which the **Claim** is determined; and
- (i) the multiple portion of any multiplied damages award unless the Company is legally prohibited from paying such damages in the jurisdiction in which the **Claim** is determined

Loss does not include:

- (i) any amount for which an **Insured** is absolved from payment by reason of any covenant or agreement, other than indemnification of an **Insured Person** by an **Insured Organisation**, or order or determination of a tribunal or court;
- (ii) taxes, fines or penalties imposed by law;
- (iii) any amount which constitutes reduction, set off or return of fees or expenses, in whole or in part, paid to or charged by an **Insured** for **Professional Services;**
- (iv) any amount allocated to loss not covered by this Coverage Section pursuant to section X. **Allocation** of this Coverage Section;
- (v) the cost of correcting, completing or re-performing any **Professional Services;**
- (vi) liquidated damages; and
- (vii) matters for which the Company is legally prohibited from paying under Australian law other than to the extent covered pursuant to paragraph (h) and (i) above, or
- (viii) costs and expenses of any kind including **Defence Costs** and **Legal Representation Expenses** in connection with the matters in i. – vii. above.

Officer means any:

- (a) company secretary; or
- (b) person:
 - (i) who makes, or participates in making decisions that affect the whole, or a substantial part of the business of an **Insured Organisation;**
 - (ii) who has the capacity to affect significantly an **Insured Organisation's** financial standing; or
 - (iii) in accordance with whose instructions or wishes the directors of an **Insured Organisation** are accustomed to act (excluding advice given by the person in the performance of functions attaching to his professional capacity or his business relationship with the directors of an **Insured Organisation**).

Officer shall include any equivalent position in any jurisdiction.

Pollutants means any substance located anywhere in the world exhibiting any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by, an environmental protection agency (including but not limited to the United States Environmental Protection Agency) or any counterpart thereof anywhere in the world. Such substances shall include, without limitation, solids, liquids, gaseous or thermal irritants, contaminants, smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste materials. **Pollutants** shall also mean any air emission, odour, waste water, oil, oil products, infectious or medical waste, asbestos or asbestos products or any noise.

Pollution means:

- (a) the actual, alleged or threatened exposure to, or generation, storage, transportation, discharge, emission, release, escape, seepage, migration, dispersal, treatment, removal or disposal of any **Pollutants**; or
- (b) any regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise **Pollutants**, or
 - (i) any action taken in response to or contemplation or anticipation of any such regulation, order, direction or request; or
 - (ii) any action taken voluntarily to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise **Pollutants**, whether or not in relation to any such regulation, order, direction or request;

including but not limited to any claim for loss to the **Insured Organisation**, the holders of its securities or its creditors based upon, arising from, or in consequence of the matters described in (a) or (b) of this definition.

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

Professional Services shall mean those services which are designated in Item 7. of the Schedule.

Proposal means all proposals, including attachments and materials incorporated therein, submitted or information disclosed by the **Insureds** to the Company for this Coverage Section or any policy issued by the Company of which this Coverage Section is a direct or indirect renewal or replacement. All such proposals, attachments and materials are deemed attached to, incorporated into and made a part of this Coverage Section.

Property Damage means physical injury to tangible property including the resulting loss of use of that property, or loss of use of tangible property that is not physically injured.

Related Claims means all **Claims** based upon, arising from, or in consequence of the same or related **Wrongful Acts**, facts or circumstances or the same or related series of **Wrongful Acts**, facts or circumstances.

Subsidiary means, at the time of the occurrence of a **Wrongful Act** any organisation in which one or more **Insured Organisations**:

- (a) controls the composition of the organisation's board;
- (b) is in a position to cast, or control the casting of, more than fifty percent (50%) of the maximum number of votes that might be cast at a general meeting of the organisation; or
- (c) holds more than fifty percent (50%) of the issued share capital of the organisation (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital).

Subsidiary shall include any incorporated joint venture or company over which an **Insured Organisation** exercises effective management and control.

Wrongful Act means any error, misstatement, misleading statement, act, omission, neglect, or breach of duty committed, attempted, or allegedly committed or attempted before or during the **Policy Period**, by an **Insured**, individually or otherwise, solely while performing **Professional Services** on behalf of the **Insured Organisation**, including any actual or alleged failure to perform such **Professional Services**

4. EXCLUSIONS

The Company shall not be liable for **Loss** in respect of any **Claim**:

- Prior Notice** (a) based upon, arising from or in consequence of any fact or circumstance if notice of such fact or circumstance has been given under any policy or coverage section of which this Coverage Section is a renewal or replacement or which it may succeed in time;
- Pending or Prior** (b) based upon, arising from or in consequence of any demand, suit or proceeding pending against, or order, decree or judgment entered for or against any **Insured** on or prior to the Pending or Prior Date as set forth in Item 6 of the Schedule or the same or substantially the same facts or circumstances underlying or alleged therein;
- Dishonesty** (c) based upon, arising from, or in consequence of any deliberately fraudulent act or omission or any wilful violation or breach of any law, regulation or by-law anywhere in the world or duty imposed by any such law, regulation or by-law by such **Insured Person**, provided that this exclusion shall not apply including, for the avoidance of doubt, to the Company's obligation to advance **Defence Costs** or **Legal Representation Expenses** until a final adjudication in any proceeding establishes such a deliberately fraudulent act, omission, wilful violation or breach. The term 'proceeding' shall not include any declaratory proceeding brought by or against the Company.
- ERISA** (d) based upon, arising from or in consequence of any actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act, 1974 (USA) and any amendments thereto;
- Pollution** (e) based upon, arising from or in consequence of **Pollution**;
- Bodily Injury/ Property Damage** (f) for **Bodily Injury** or **Property Damage**. However, this exclusion shall not apply to **Bodily Injury** or **Property Damage** arising out of any advice, design or specification in connection with the performance, or failure to perform, **Professional Service**;
- Contractual Liability** (g) for an **Insured's** liability under any contract provided that this exclusion shall not apply to;
- (i) any **Claim** by a client if and to the extent that the **Claim** alleges a breach of contractual obligations in the rendering or failure to render **Professional Services**;
or
(ii) liability which would attach to an **Insured** in the absence of such contract.
- Insured v Insured** (h) based upon, arising from or in consequence of the performance or failure to perform **Professional Services** for:
- (i) any **Insured**;
(ii) any entity which is owned or controlled by, or in under common ownership or control with, any **Insured**;
(iii) any natural person or entity which owns or controls any entity included within the definition of **Insured**; or
(iv) any entity of which any **Insured** is a company director, officer, partner or principal shareholder;

5. SEVERABILITY – IMPUTATION OF KNOWLEDGE

With respect to the Exclusions 4. (c) Dishonesty, in order to determine if coverage is available:

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



6. PROPOSAL – NON AVOIDANCE

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

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

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

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

7. LIMIT OF LIABILITY AND DEDUCTIBLE

The Company's maximum liability for **Loss** on account of each **Claim** shall not exceed the Limit of Liability for each **Loss** set forth in Item 2(a) of the Schedule. The Company's maximum aggregate liability for **Loss** on account of all **Claims** first made during the **Policy Period**, shall not exceed the Limit of Liability for each **Policy Period**, set forth in Item 2(b) of the Schedule.

Defence Costs and **Legal Representation Expenses** are part of, and not in addition to, the Limits of Liability set forth in Item 2 of the Schedule; the payment by the Company of **Defence Costs** and **Legal Representation Expenses** erodes such Limits of Liability.

The Company's liability on account of each and every **Claim** shall apply only to **Loss** which is allocated to covered **Loss** and only to that part of **Loss** so allocated which is in excess of the applicable Deductible Amount set forth in Item 3 of the Schedule. Such Deductible Amount shall be depleted only by **Loss** and shall be borne by the **Insured** uninsured and at their own risk.

All **Related Claims** shall be treated as a single **Claim** first made on the date the earliest of such **Related Claims** was first made, or on the date the earliest of such **Related Claims** is treated as having been made .

The limit of liability available during the Extended Reporting Period, if exercised, shall be part of, and not in addition to, the Company's maximum aggregate limit of liability for **Loss** on account of all **Claims** first made during the immediately preceding **Policy Period**.

8. REPORTING AND NOTICE

The **Insureds** shall give to the Company written notice of any **Claim** as soon as practicable and in any event no later than the expiration of the Extended Reporting Period, if granted by the Company.



If during the **Policy Period** or Extended Reporting Period (if granted) an **Insured** becomes aware of circumstances which could give rise to a **Claim** and gives written notice of such circumstances to the Company, then any **Claims** subsequently arising from such circumstances shall be considered to have been made during the **Policy Period** or the Extended Period in which the circumstances were first reported to the Company.

The **Insureds** shall give to the Company such information and co-operation as it may reasonably require, including but not limited to a description of the **Claim** or circumstances, the nature of the alleged **Wrongful Act**, the nature of the alleged or potential loss, the names of actual or potential claimants, and the manner in which the **Insured** first became aware of the **Claim** or circumstances.

9. DEFENCE AND SETTLEMENT

The Company shall have the right and duty to defend any **Claim** covered by this policy, even if any of the allegations are groundless, false or fraudulent. The Company's duty to defend shall cease upon exhaustion of the Company's applicable Limit of Liability set forth in the Schedule.

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

No **Insured** shall settle any **Claim**, incur any **Defence Costs** or **Legal Representation Expenses**, assume any contractual obligation or admit any liability with respect to any **Claim** without the Company's written consent, which shall not be unreasonably withheld. The Company shall not be liable for any settlement, **Defence Costs**, **Legal Representation Expenses**, assumed obligation or admission to which it has not consented.

The Company may make any investigation it deems necessary and may, with the written consent of the **Insured**, make any settlement of any **Claim** it deems expedient. If such **Insured** withholds consent to such settlement, the Company's liability for all **Loss** on account of such **Claim** shall not exceed the amount for which the Company could have settled such **Claim** plus costs, charges and expenses accrued as of the date such settlement was proposed in writing by the Company to such **Insured**.

10. ALLOCATION

If in any **Claim** the **Insureds** incur both **Loss** that is covered by this Coverage Section and also loss that is not covered by this Coverage Section, either because such **Claim** includes both covered and uncovered matters or because such **Claim** is made against both covered and uncovered parties, then coverage shall apply as follows:

- (a) **Defence Costs** and **Legal Representation Expenses**: one hundred percent (100%) of reasonable and necessary **Defence Costs** and **Legal Representation Expenses** incurred by the **Insureds** from such **Claim** will be considered covered **Loss**; and
- (b) loss other than **Defence Costs** and **Legal Representation Expenses**; all remaining loss incurred by the **Insureds** from such **Claim** will be allocated between covered **Loss** and uncovered loss based upon relative legal exposure of the parties to such matters.

11. CHANGES IN EXPOSURE

A. Acquisition of or Creation of Another Organisation

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

- (i) acquires securities or voting rights in another organisation or creates another organisation, which as a result of such acquisition or creation becomes a **Subsidiary**, or

- (ii) acquires any organisation by merger into or consolidation with an **Insured Organisation**, such that the **Insured Organisation** is the holding company,

then such organisation and its **Insured Persons** shall be **Insureds** under this Coverage Section but only with respect to **Wrongful Acts** occurring after, or **Formal Investigations** into conduct occurring after, such acquisition or creation. The Company may agree to provide cover, after presentation of a complete **Proposal** for **Wrongful Acts** occurring prior to and **Formal Investigations** into conduct occurring prior to, such acquisition or creation and shall have the right to amend the terms of this Coverage Section including charging an additional premium.

However, if such acquired or created organisation has total consolidated assets that increase the total consolidated assets of the **Insured Organisation** by more than twenty-five per cent (25%) as reflected in the most recent audited, consolidated financial statements of the **Insured Organisation** and, in the case of such acquisition, the acquired organisation, then the **Principal Organisation** shall give written notice of such acquisition or creation to the Company as soon as practicable, but in no event later than sixty (60) days after the date of such acquisition or creation, together with such information as the Company may require. If the **Insured Organisation** fails to give such notice within the time specified in the preceding sentence, coverage for such acquired or created organisation and the **Insured Persons** in relation thereto shall terminate with respect to **Claims** first made more than sixty (60) days after such acquisition or creation. In the event of such acquisition or creation, the Company shall have the right to amend the terms of this Coverage Section including charging an additional premium.

B. Acquisition of Organisation by Another Organisation

- (i) If, during the **Policy Period**, an **Event** occurs, coverage shall continue until termination of this Coverage Section, but only with respect to **Claims** for **Wrongful Acts** occurring prior to, and **Formal Investigations** into conduct occurring prior to, such **Event**. If an **Event** occurs, the entire premium for this Coverage Section shall be deemed fully earned unless otherwise agreed to by the Company.
- (ii) The **Principal Organisation** shall give written notice of any **Event** to the Company as soon as practicable, but in no event later than sixty (60) days, after the date of such **Event** together with such information as the Company may require. Upon receipt of such notice and information and at the request of the **Principal Organisation**, the Company will provide to the **Principal Organisation** a quotation for an extension of coverage for a period of up to thirty six (36) months for **Claims** for **Wrongful Acts** occurring prior to, and **Formal Investigations** into conduct occurring prior to, such **Event**. Any coverage extension pursuant to such quotation shall be subject to such additional or different terms, conditions and limitations of coverage and the payment of such additional premium as the Company, in its sole discretion, may require. Payment of the additional premium due for any coverage extension purchased under this section must be received by the Company within thirty (30) days following the acceptance by the **Principal Organisation** of a quotation by the Company.

Any extension of cover purchased by the **Principal Organisation** pursuant to this section shall commence at the expiration of the cover provided for in section 11. B.(i) above.

If an extension of cover is purchased pursuant to this section then the entire premium paid shall be deemed fully earned at the inception of the coverage extension and such extension cannot be cancelled by the **Insureds** or the Company.

C. Cessation of Subsidiaries

If an organisation ceases to be a **Subsidiary**, before or after the inception date of this Coverage Section, coverage with respect to such **Subsidiary** and the **Insured Persons** in relation thereto shall continue until termination of this Coverage Section or any renewal thereof, but only with respect to **Claims** for **Wrongful Acts** occurring prior to, and **Formal Investigations** into conduct occurring prior to, the date such organisation ceased to be a **Subsidiary**.