

PROFESSIONAL & FINANCIAL RISKS // BUSINESS PRACTICES //
TECHNICAL SPECIFICATIONS // AUSTRALIA

Technical Specifications: Business Practices Policy

Three policies, one product

We've combined three of our stand-alone offerings into one product in order to streamline the purchase.

It's called the Business Practices Policy, and makes it simpler for your clients to protect their company from:

- ▶ Fines and penalties for a breach of statutory obligations
- ▶ The costs of preparing for and attending an Inquiry
- ▶ Damages and defence costs payable due to an employment practice claim

One policy means less paperwork so it's a more efficient way to protect your clients.

An easy to follow policy structure

Part A

Statutory Liability

Part B

Inquiry Representation
Costs

Part C

Employment Practices
Liability

What is covered under Part A Statutory Liability

- ▶ The Insuring Clause indemnifies the Insured for Penalties and Defence Costs for Wrongful Breach of an Act by the Insured, provided the Penalties are not uninsurable at law or under the relevant statute.
- ▶ Defence Costs are covered where there are Reasonable Grounds for Defence (as defined in the wording).
- ▶ Automatic extensions for: Continuous Cover; Outside Directorships; Spouses, Estates & Representatives; New Subsidiaries; Extradition Costs and Public Relations Expenses.
- ▶ Split excess so the Insured Person and the Company each carry an Excess, however only the Company Excess will apply in the event that both apply to a single Loss

What is covered under Part B Inquiry Representation Costs?

- ▶ The Insuring Clause indemnifies the Insured for costs & expenses they incur solely for their preparation and attendance at an Inquiry.
- ▶ Automatic extensions for Continuous Cover; Outside Directorships; New Subsidiaries and Public Relations Costs.

What is covered under Part C Employment Practices Liability?

- ▶ The Insuring Clause indemnifies the Insured for damages and claimant's costs as a result of an Employment Practices Breach.
- ▶ Defence Costs are covered in respect of a claim for an Employment Practices Breach.
- ▶ Automatic Extensions for: Continuous Cover; New Subsidiaries and Extradition Cost.

Other features

Period of Grace

If the policy is not renewed or replaced with a similar policy, the Insured has a 30-day window after the policy period ends to notify a claim for:

- ▶ Statutory Breaches or Employment Practices Breaches committed or allegedly committed during the policy period; or
- ▶ Inquiry Costs Claims received by the Insured during the policy period.

Change in Control

If a change in control occurs during the policy period, the policy will continue to provide cover for actions prior to the effective date of the change for:

- ▶ Wrongful Breaches or Employment Practices Breaches committed or allegedly committed prior to the effective date of the Change of Control; or
- ▶ Business conducted prior to the effective date of the Change of Control.

Severability of Proposal & Non-Imputation

This offers protection for innocent Insureds.

Our capacity

Limits of liability up to AU\$10m are available. A limit of liability can be purchased for each part of the policy taken, or can be shared between all parts of the policy.



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