

# Professional Indemnity Insurance Policy for Barristers

2014 - 2015

## Professional Indemnity Insurance Policy for Barristers

### 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**, but not in respect of any such **Claims** based upon, attributable to, or in consequence of an act, error or omission committed or alleged to have been committed prior to the date specified in the **Certificate of Insurance** as the **Retroactive Date**.

### 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. Other than by operation of extension 4.1, 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** becomes a **Retired Insured** with a **Retirement Date** during the **Period of Insurance**, then **Suncorp** agrees to indemnify the **Retired Insured** against civil liability for any **Claim** first made against the **Retired Insured** and reported to **Suncorp** after 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 **Retirement Date**;
- (ii) such indemnity shall only apply in respect of any act, error or omission occurring prior to the **Retirement Date**;
- (iii) written notification of the following matters has been provided to **Suncorp** prior to the expiry of the **Period of Insurance**:
  - (a) that the **Insured** has become a **Retired Insured**; and
  - (b) the **Retirement Date**;
- (iv) any executor or administrator of the **Retired Insured's** estate shall be subject to the terms of this **Policy**; and
- (v) **Suncorp's** total liability for compensation, claimant's costs and expenses, **Compensation Orders**, **Costs Orders** and **Defence Costs** under this extension shall not exceed \$1,500,000 in the aggregate for all **Claims**.

## Professional Indemnity Insurance Policy for Barristers (continued)

### 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; and
- (v) **Suncorp** will not indemnify the **Insured** for **Inquiry Costs** based upon, attributable to, or in consequence of an act, error or omission committed or alleged to have been committed prior to the date specified in the **Certificate of Insurance** as the **Retroactive Date**.

## 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 knew (or 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 or having the **Insured's** name admitted to the roll of barristers with the State or Territory Bar Association referred to in Definition 7.2; 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; or
- (ii) any wilful or intentional breach of any statute, regulation, contract or legal duty; 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 Terrorism

based upon, attributable to, or in consequence of:

- (i) any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such **Claim**; or
- (ii) any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

For the purpose of this Exclusion, an Act of Terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Notwithstanding any other provisions contained in this **Policy**, this Exclusion shall override anything contained in this **Policy** that is inconsistent with this Exclusion.

### 5.6 Occupier's Liability

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

### 5.7 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

### 5.8 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

### 5.9 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

### 5.10 Pollution

based upon, attributable to, or in consequence of:

- (i) the actual, alleged or threatened discharge, release, escape or disposal of **Pollutants** into or upon land, property, water or the atmosphere; or
- (ii) any direction, proceeding, voluntary decision or enforcement action taken in connection with the monitoring, containment, clean up, treatment or removal of **Pollutants**; or

### 5.11 Radioactivity and Nuclear Risk

based upon, attributable to, or in consequence of ionising radiation or contamination by radioactivity from any nuclear fuel, weapon, medical isotope, waste or other material whether occurring naturally or otherwise, or by the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof; or

### 5.12 War

based upon, attributable to, or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority; or

### 5.13 Asbestos

based upon, attributable to, or in consequence of the existence of asbestos, other than a **Claim** for breach of professional duty in the conduct of the **Business**; or

### 5.14 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

### 5.15 Employers Liability

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

### 5.16 Motor / Marine

based upon, attributable to, or in consequence of the **Insured's** liability as the owner or operator of any aircraft, marine craft or motor vehicle of any kind; or

### 5.17 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

## Professional Indemnity Insurance Policy for Barristers (continued)

### 5.18 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** and in the aggregate for all **Claims** 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**. The **Excess** is deducted from **Inquiry Costs** payable before the application of the aggregate limit stated in paragraph (v) of the Inquiry Costs Automatic Extension.
- (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) 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 his nominee of the State or Territory Bar Association referred to in Definition 7.2) 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** by the due date specified in the Insurance Account. If the **Insured** fails to pay the premium by the due date, **Suncorp** is entitled to cancel this **Policy** in accordance with the Insurance Contracts Act 1984 (Cth).

### 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 the Dominion of Canada or their territories or protectorates; or
- (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 the Dominion of Canada or their 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 role of barristers.

### 6.14 Non-Repudiation, Avoidance or Reduction of Liability

**Suncorp** shall not 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  
IPC 2CI244  
18 Jamison 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 2CI246  
18 Jamison Street  
SYDNEY NSW 2000

## Professional Indemnity Insurance Policy for Barristers (continued)

### 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 Act 2004 (NSW), Legal Profession Act 2004 (QLD), the Legal Profession Act 2004 (VIC), the Legal Profession Act 1993 (Tas), or similar legislation regulating the **Business** enacted by any State or Territory of the Commonwealth of Australia, including any subsequent legislation which operates in lieu of the Act.
- 7.2 Barristers Professional Indemnity Scheme** means the scheme offered to the State or Territory Bar Association specified in the **Certificate of Insurance** and under which this **Policy** was issued.
- 7.3 Bodily Injury** means physical or bodily injury, sickness, death, disease or any psychological or psychiatric injury.
- 7.4 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.
- 7.5 Certificate of Insurance** means the **Suncorp Certificate of Insurance**, which attaches to and forms part of this **Policy**.
- 7.6 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**.
- 7.7 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.
- 7.8 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**.
- 7.9 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:
- (i) in respect of the Insuring Clause and the Automatic Extensions (except Automatic Extensions 4.2 and 4.8), the amount specified in the **Certificate of Insurance**; and
  - (ii) in respect of the Inquiry Costs Automatic Extension 4.8, the amount of \$5,000 or the amount specified in the **Certificate of Insurance** whichever is the greater.
- 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 role of barristers or has otherwise bound themselves in writing to adhere to the Barrister Rules issued by the State or Territory Bar Association referred to in Definition 7.2, 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 Pollutants** means:
- (i) any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste materials; or
  - (ii) any other air emission, odour, waste water, oil, oil products, infectious or medical waste, asbestos or asbestos products, or any noise emission.
- 7.22 Premium** means the total amount specified in the **Certificate of Insurance**.
- 7.23 Retired Insured** means the person specified as the **Insured** in the **Certificate of Insurance** if that person has during the **Period of Insurance**:
- (i) ceased to conduct the **Business**; and
  - (ii) ceased to be the holder of a practising certificate issued by an Australian State or Territory Bar Association, or by an Australian State or Territory Law Society; and
  - (iii) not, as a result of disciplinary action:
    - (a) been struck off; and/or
    - (b) been removed from the roll of barristers; and/or
    - (c) had his or her practising certificate cancelled during the **Period of Insurance** unless that person has also subsequently been reinstated to the roll of barristers and/or had their practising certificate reinstated during the **Period of Insurance**.
- 7.24 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 issued by an Australian State or Territory Bar Association, or by an Australian State or Territory Law Society.
- 7.25 Retroactive Date** means the date specified in the **Certificate of Insurance**.
- 7.26 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.
- 7.27 Suncorp** means AAI Limited ABN 48 005 297 807

### General Insurance Code of Practice

The Suncorp Group has adopted the General Insurance Code of Practice which has been developed by the Insurance Council of Australia. The Code is designed to promote good relations and good insurance practice between insurers, intermediaries and consumers.

The Code sets out what insurers must do when dealing with the insured. Please contact us for more information about the Code, if required.

### 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.