

calliden

Legal Expenses

Insurance Policy

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Calliden Legal Expenses Insurance Policy

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Important Information

This Policy is a legal contract between you and us. You have paid, or agreed to pay, us the Premium and we provide the cover specified in this Policy and as set out in your Schedule.

The terms, conditions and provisions of the insurance we offer you are set out in this Policy. It is important that you:

- read all of the Policy before you buy it to make sure that it gives you the protection you need
- are aware of the limits on the cover provided and the amounts we will pay you (including any Excess that applies)
- are aware of the definitions in your Policy. You will find definitions throughout your Policy.

You must comply with all provisions of this Policy, otherwise we may be entitled to refuse to pay a claim or reduce the amount you are entitled to receive.

The Policy is in force for the Period of Insurance set out in your Schedule or until cancelled.

For the limits on the cover provided:

- some of these will be stated in the Policy itself (these are our standard policy limits); and
- the remainder will be stated in your Schedule.

In some circumstances the terms and conditions of this Policy may be amended by endorsement. If your Policy is endorsed you will receive notification of the endorsement.

In issuing this Policy to you, we have relied upon the proposal form you have already completed.

Your Duty of Disclosure

This Policy is subject to the Insurance Contracts Act 1984. Under that Act you have a Duty of Disclosure.

Before you take out insurance with us, you have a duty to tell us of everything that you know, or could reasonably be expected to know, that is relevant to our decision to insure you and to the terms of that insurance. If you are not sure whether something is relevant you should inform us anyway.

You have the same duty to inform us of those matters before you renew, extend, vary, or reinstate your contract of insurance.

Your duty however does not require disclosure of matters that:

- reduce the risk
- are common knowledge
- we know or, in the ordinary course of our business, ought to know, or
- we have indicated we do not want to know.

If you do not comply with your duty of disclosure, we may be entitled to:

- reduce our liability for any claim
- cancel the contract
- refuse to pay the claim
- avoid the contract from its beginning, if your non-disclosure was fraudulent.

Taxation Information

The amount of cover available under this Policy excludes Goods and Services Tax (GST).

If you are not registered for GST, in the event of a claim we will reimburse you the GST component in addition to the amount that we pay.

The amount that we are liable to pay under this Policy will be reduced by the amount of any input tax credit that you are or may be entitled to claim for the supply of goods or services covered by that payment.

If you are entitled to an input tax credit for the Premium you must inform us of the extent of that entitlement at or before the time you make a claim under this Policy. We will not indemnify you for any GST liability, fines or penalties that arise from or are attributable to your failure to notify us of your entitlement (or correct entitlement) to an input tax credit on the Premium.

If you are liable to pay an Excess under this Policy, the amount payable will be calculated after deduction of any input tax credit that you are or may be entitled to claim on payment of the Excess.

If you are unsure about the taxation implications of this Policy, you should seek advice from your accountant or tax professional.

Important Information

Privacy

Calliden respects your privacy and operates at all times in accordance with its privacy policy. This privacy notification provides a summary of how Calliden treats your privacy, and it is recommended that you read the policy in conjunction with this notice.

Calliden collects personal information to assess your request for insurance, to administer your Policy, provide other insurance services as requested by you, and also to notify you about other Calliden services or promotions from time to time. At the time of collecting your information we will inform you of the purpose for the collection and the consequences if you choose not to provide the information.

In order to provide its insurance services Calliden may need to share your information with third parties including your agent or broker and Calliden's reinsurers and claims providers (for a full list see Calliden's privacy policy).

In accordance with Calliden's privacy policy you may obtain access at any time to information that Calliden or its service providers hold on you. If you would like to contact Calliden about privacy, or would like to obtain a copy of the privacy policy you may do so through one of the following means:

- obtain the privacy policy online at www.calliden.com.au
- by phone 02 9551 1111
- by email to privacy@calliden.com.au
- by letter to Privacy Officer, PO Box 348, Milsons Point NSW 1565.

Dispute Resolution Process

How You Can Resolve A Complaint You Have With Us

If you would like to make a complaint, we will do everything we can to try to resolve it as quickly and fairly as possible. The following paragraphs provide details on how you can lodge your complaint and how Calliden will try to resolve it.

You may contact us at any time if you are dissatisfied with any matter relating to your insurance with Calliden, including:

- our decision on your claim;
- our handling of your claim;
- the service of our representatives, assessors, loss adjusters or investigators; and
- your insurance Policy.

Contact Us

- If you have a complaint regarding your claim, please contact your claims consultant.
- If you have a complaint regarding your insurance Policy, please contact us on 02 9551 1111 and we will try to resolve your complaint straight away.
- You can write to us at:
 - Fax: 02 9551 1155
 - Address: PO Box 348, Milsons Point NSW 1565

How We Resolve Complaints

- We will address all complaints, except where specific circumstances apply, in accordance with Calliden's Complaints Handling Process. This process is compliant with the Insurance Council of Australia's Code of Practice. Both the Code of Practice and our Complaints Brochure, which contains a guide to our process, are available upon request.
- We will handle all complaints without cost to you.
- A complaints consultant will be assigned to the management of your complaint and will acknowledge your complaint within 2 business days of receipt. If further information is required to consider the complaint, it will be requested at this time.
- The complaints consultant will aim to resolve your complaint within a further 13 business days. In certain circumstances a longer period may be required, and we will request a later response date.
- The outcome of the complaint will be advised to you in writing, stating our reasons and any corrective action that will be undertaken.

If Your Complaint is Still Unresolved

If we cannot resolve your complaint within 15 business days or you are not happy with our response to your complaint, you can seek an external review via our external dispute resolution scheme, administered by the Financial Ombudsman Service (FOS).

This national scheme is for consumers, free of charge and is aimed at resolving disputes between insureds and their insurance companies.

For more information call 1300 78 08 08 or visit www.fos.org.au

If the FOS is unable to address your complaint then Calliden may be able to provide you with details of an alternative external dispute resolution service.

Important Information (cont'd)

General Insurance Code of Practice

Calliden is a signatory to the General Insurance Code of Practice (Code). The Code aims to raise standards of service between insurers and their customers. Calliden's service standards are in accordance with the Code.

For any information about the Code, including a copy of the Code, contact us or the Financial Ombudsman Service on 1300 78 08 08 or visit www.codeofpractice.com.au

Definitions

The meaning of some of the important words and terms used in this **Policy** are shown below.

Act of Terrorism

Includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- i. involves violence against one or more persons;
- ii. involves damage to property;
- iii. endangers life other than that of the person committing the action;
- iv. creates a risk to health or safety of the public or a section of the public; or
- v. is designed to interfere with or to disrupt an electronic system.

ADR means any form of alternative dispute resolution that is not ordered or facilitated by a court or tribunal.

Business means **your** business, trade or profession, as specified in the **Schedule**.

Employee(s) means any person who is engaged by **you** to work in **your** service in the ordinary course of **your Business**:

- a) whom **you** remunerate by salary, wages or commission; and
- b) whom **you** have the right to control and direct in the performance of such work; but not including a director, partner or trustee of **your Business** or any broker, commission merchant, consignee, contractor or agent.

Excess means the first amount which **you** have to pay towards the cost of a claim under **your Policy**.

Legal Event 1 Contract means a dispute arising from a contract or agreement for the purchase, rent, hire or supply of goods or services in relation to the **Business**.

Legal Event 2 Employment means:

- a) **Employment Contract Disputes**
A dispute arising from a contract or alleged contract of employment with an **Employee**, former **Employee** or a potential **Employee**.
- b) **Acts or Omissions of Employees**
A dispute arising from any alleged act or omission of **you** or an **Employee** arising out of or in the course of their normal employment in the **Business** that leads to:
 - i. prosecution of **you** or an **Employee** in a court of criminal jurisdiction;
 - ii. civil proceedings being brought against **you** or an **Employee** under any anti-discrimination legislation;

Definitions (cont'd)

- iii. civil proceedings being brought against **you** or an **Employee** as trustee of any superannuation fund.

Legal Event 3 Employer's Defence means:

Any act or omission which leads to **your** prosecution in a court of criminal jurisdiction in relation to employment practices of the **Business**. This **Legal Event** does not include a prosecution or the defence of **Legal Event 2** or **Legal Event 4**.

Legal Event 4 Trade Practices Act means:

A dispute arising from:

- a) the operation of the Trade Practices Act 1974;
- b) any act or omission arising out of the Trade Practices Act 1974 which results in the prosecution of **you** or an **Employee** in a court of criminal jurisdiction.

Legal Event 5 Property means:

A dispute arising from:

- a) loss of or to land and/or buildings owned by **you** or for which **you** are responsible for the purpose of the **Business**, or
- b) loss of or to goods owned by **you** or for which **you** are responsible whilst contained in or on that land and/or buildings.

Legal Expenses

Reasonable legal costs and disbursements incurred by **your Solicitor** with **our** consent.

Period of Insurance

The period specified in the **Schedule**.

Policy

This policy document, its **Schedule**, any endorsements and the information given by **you** to **us** in the **Proposal**.

Proposal

The written proposal form together with all supplementary information and material provided by **you** or on **your** behalf.

Sum Insured

The amount specified in the **Schedule**. At all times, **our** liability is limited to the **Sum Insured** stated in the **Schedule** less the **Excess**.

We, Us, or Our

Calliden Insurance Limited (Calliden)
(ABN 47 004 125 268, AFSL No. 234438).

You or Your means each person, company or other entity specified in the **Schedule** as being insured under this **Policy**.

Your Solicitor

The solicitor appointed to act for **you** when **our** approval is obtained in accordance with the terms and conditions of the **Policy**.

1. Cover Provided

We will pay **you** on the basis set out below and up to the limits specified in the **Schedule** for **Legal Expenses** in connection with **Legal Event 1, 2, 3, 4, or 5** arising out of a dispute that occurs during the **Period of Insurance**.

We will pay **you** **Legal Expenses** in relation to a **Legal Event** arising out of a dispute if:

- a) the dispute arises in connection with **your Business**; and
- b) there are reasonable prospects of a successful defence or reasonable prospects of success in the pursuit of an action or proceedings; and

- c) it is reasonable for **Legal Expenses** to be provided in the circumstances; and
- d) the dispute occurs in Australia; and
- e) any legal proceedings take place in Australia; and
- f) only Australian law is applicable to the action or proceedings.

We will not pay **you** in respect of any of the matters set out in the **Exclusions**. **You** must comply with the **Conditions**.

2. Basis of Settlement

Legal Event 1: Contract

We will pay for 90% of the **Legal Expenses** incurred directly in relation to:

- a) the pursuit of **your** legal rights to obtain a remedy or to recover damages and costs from other parties;
- b) the defence by **you** of any claim or counter claim.

Legal Event 2: Employment

2 a) Employment Contract Disputes

We will pay for 90% of the **Legal Expenses** incurred directly in relation to:

- a) the pursuit of **your** legal rights to obtain remedy or to recover damages and costs from other parties;
- b) the defence by **you** of any claim or counter claim;
- c) the defence of a prosecution against **you**.

2 b) Acts or Omission of Employees

We will pay 90% of the **Legal Expenses** incurred directly in relation to the defence of any claim, counter claim or prosecution.

Legal Event 3: Employer's Defence

We will pay for 90% of the **Legal Expenses** incurred directly in relation to the defence of a prosecution against **you**.

Legal Event 4: Trade Practices Act

We will pay for 90% of the **Legal Expenses** incurred directly in relation to:

- a) the pursuit of **your** legal rights to obtain a remedy or to recover damages and costs from other parties;
- b) the defence by **you** of any claim or counter claim;
- c) the defence of a prosecution against **you**;
- d) the defence of any claim, counter claim or prosecution against an insured **Employee**.

Legal Event 5: Property

We will pay for 90% of the **Legal Expenses** incurred directly in relation to:

- a) the pursuit of **your** legal rights to obtain remedy or to recover damages and costs from other parties;
- b) the defence by **you** of any claim or counter claim.

Our Limit of Liability

Our liability is limited to the **Sum Insured** stated in the **Schedule**.

Excess

You must pay the first 10% of all **Legal Expenses**.

Right of Recovery

If **we** have paid **you** for **Legal Expenses** and **you** recover an amount for legal costs as part of any settlement, judgment or award, **you** must pay 90% of this amount to **us**.

3. Exclusions

We are not liable for any claim in respect of or arising from:

- 1) civil proceedings where the amount in dispute is less than \$5,000;
- 2) any act, omission or dispute which occurred prior to the **Period of Insurance** and which **you** knew or ought reasonably to have known was likely to give rise to a claim or legal proceedings by or against **you**;
- 3) **Legal Expenses** incurred prior to the written acceptance of a claim by **us** or incurred without **our** consent;
- 4) an act, omission or dispute between any person or entity insured by this **Policy**;
- 5) the molestation of, the interference with, the mental abuse of or the physical abuse of any persons;
- 6) any dispute with us or our agents arising from this **Policy**;
- 7) the use, ownership or possession by **You** or an **Employee** of any motor **Vehicle**, boat, vessel, **Watercraft** or **Aircraft**;
- 8) libel, slander or defamation;
- 9) patents, copyrights, trade marks, merchandise, secrecy, restraint of trade and confidentiality agreements;
- 10) disputes in relation to undefended debts or private debts or debts not connected to the **Business**;
- 11) a contract of insurance where the dispute arises only in respect of the sum of money or other compensation payable under that contract;
- 12) monies owed to **you** where the debt was due and payable 6 months or more before the date a claim for **Legal Expenses** was made under this **Policy** to **us** in respect of pursuit of that debt;
- 13) mining subsidence or land subsidence;
- 14) the mining, processing, transport or storage of fibreglass materials or, the use of fibreglass or fibreglass products or products containing fibreglass or, the manufacture and/or processing of fibreglass or raw materials containing fibreglass;
- 15) any dispute whatsoever arising from or in connection with asbestos;
- 16) when **you** are bankrupt or have committed an act of bankruptcy or have made an arrangement with **your** creditors or have entered into a deed of arrangement or are in liquidation or part or all of **your** affairs or property are in the care or control of a receiver;
- 17) the breach or alleged breach of any professional duty, including advice or treatment advice, by **you** or an **Employee**;
- 18) damages for death, bodily injury, disease or illness of or to any person;
- 19) damage to any property;
- 20) bodily injury or loss of or **Damage** to property or financial loss resulting from **Pollutants** which have escaped into or upon land, or, or pollution caused by any trade waste, smoke, soot, fumes, liquids, gases or other substances discharged, dispersed, released or atmosphere or any watercourse or body of water unless that discharge, dispersal, release or escape is instantaneously caused by a sudden, unexpected and unintended happening;
- 21) the compulsory purchase, confiscation, nationalisation, requisition or destruction of or restrictions or controls placed on any property;
- 22) the actual, planned or proposed construction, closure, modification or repair of roads or bridges or the actual, planned or proposed construction or demolition of buildings or other works by or under the order of any intergovernmental, governmental, public or local authority except for accidental damage arising from such activities;
- 23) the payment of fines or other penalties which **you** or an **Employee** may be ordered to pay;
- 24) any costs which **you** or an **Employee** may be ordered to pay by a court or tribunal in a civil, criminal or any other jurisdiction;
- 25) relating to a criminal act committed deliberately by **you** or an **Employee**;
- 26) the transit of any goods or property by air or by sea;

3. Exclusions (cont'd)

- 27) any legal liability or any **Legal Expenses** which would be covered under any other Section of this **Policy**.
- 28) matter where **you** or an **Employee**;
- i. pursue or defend a claim or legal proceedings without **our** consent or against the advice of or in a different manner from that advised by **your Solicitor**;
 - ii. fail to give proper instructions in a reasonable or required time to **your Solicitor**;
 - iii. are responsible for a delay which has resulted in a costs order against **you**, additional costs being incurred or which is prejudicial to the successful outcome of the proceedings.
- 29) the salary or wages or other financial loss of **you** or any **Employee** in respect of time absent from work arising from the dispute including but not limited to, attending upon solicitors, providing statements, attending **ADR** or court proceedings.
- 30) or caused by or arising directly or indirectly out of the total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of Electronic Data or any error in creating, amending, entering, deleting or using Electronic Data or total or partial inability or failure to receive, send, access or use Electronic Data for any time at all or any consequential loss resulting from this;
- Electronic Data includes facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for such equipment.
- 31) caused by or arising directly or indirectly out of or in connection with the use of an intranet or the Internet (including but not limited to the World Wide Web and electronic mail systems) by you or on your behalf;
- 32) caused by or arising directly or indirectly out of or in connection with computer hardware or software that does not meet Year 2000 Conformity, within the meaning of that term in Miscellaneous Paper SAA/SNZ MP77:1998 "A Definition of Year 2000"
- published by Standards Australia and as amended or substituted from time to time;
- 33) dishonest, fraudulent, criminal or malicious conduct or wilful breach of statute;
- 34) claims made or actions brought in the United States of America, Canada or their territories, protectorates, or dependencies or coming within the jurisdiction of the courts of the United States of America, Canada or their territories, protectorates or dependencies;
- 35) claims and actions to which the laws of the United States of America, Canada or their territories, protectorates, or dependencies apply;
- 36) the inhalation or ingestion of, or exposure to, tobacco or tobacco smoke or any ingredient or additive present in any articles, items or goods which contain or include tobacco;
- 37) or in connection with war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion, coup, military rising, insurrection, military or usurped power, rebellion, revolution, confiscation, nationalisation, requisition or looting, sacking or pillage, destruction of or damage to property by or under the order of any government or local authority;
- 38) death, injury, illness, loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
- 39) death, injury, illness, loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any Act of Terrorism; or
- 40) caused by or arising directly or indirectly out of or in connection with nuclear weapons material or ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste or from the combustion of nuclear fuel or from any other selfsustaining process of nuclear fission.

4. Conditions

Alteration of Risk

You must immediately notify **us** in writing of any alteration to the facts or circumstances relating to **your Business** that existed when **we** agreed to insure **you** under this **Policy**. If **we** agree in writing to insure the altered risk, **you** must pay any additional premium requested by **us**. If **we** do not agree to insure the altered risk or if **you** do not pay the additional premium, **we** will not indemnify **you** for any liability caused by or arising directly or indirectly out of or in connection with such alteration.

Joint Insureds

Where **you** comprise more than one party:

- a) the **Proposal** is deemed to have been furnished by and on behalf of all parties and any information supplied to **us** or any omission, misrepresentation, or non-disclosure in relation to the **Proposal** or any renewal or extension of this **Policy** is deemed to have been furnished, supplied, omitted, misrepresented or not disclosed on behalf of all parties; and
- b) the conduct of one or more of **you** will not prejudice the rights of the remainder of **you** provided that the remainder of **you**, immediately on becoming aware of any conduct that increases the risk of liability insured by this **Policy**, gives notice in writing to **us** and pays any additional **Premium** that **we** may require.

Cancellation

This **Policy** may be cancelled by:

- a) **you** at any time notifying **us** in writing, in which case:
 - i. cancellation takes place when **we** receive the notice; and
 - ii. **we** will retain, or be entitled to, premium for the period during which this **Policy** has been in force based on **our** normal short period rates together with any administration expenses and non-refundable taxes and duties.
- b) **us** on any grounds set out in the Insurance Contracts Act 1984, as amended from time to time, by giving **you** notice in writing, in which case **we** will refund the premium paid for the unexpired part of the **Period of Insurance**.

You must supply **us** with such particulars as **we** may require for the adjustment of the premium following any cancellation.

Jurisdiction

This **Policy** is governed by the laws of the State or Territory of the Commonwealth of Australia where it was issued and all disputes in respect of this **Policy** will be submitted to the exclusive jurisdiction of the courts of that State or Territory.

Severability

A term or condition of this **Policy** that is illegal or unenforceable may be severed from this **Policy** and the remaining terms and conditions of this **Policy**, or parts of it continue in force.

Interpretation

The singular includes the plural and vice versa, unless the context otherwise requires. A reference to a person includes a body corporate, an unincorporated body or other entity. Headings are for convenience only and do not affect interpretation. Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.

Making a Claim

You must obtain and send to **us** at **your** expense a written opinion from **your Solicitor** which addresses the following:-

- the facts of the claim
- the law applicable to the dispute
- the prospects of successfully pursuing or defending the claim or legal proceedings
- the estimated **Legal Expenses** for pursuing or defending the proceedings
- the fee structure and any costs agreement (actual or proposed) in relation to legal services directly connected to the dispute

We will pay the reasonable cost of obtaining this opinion if **we** agree to pay **Legal Expenses** under this **Policy**.

If **we** refuse to accept or discontinue a claim **we** will give **you our** reasons in writing. If **we** refuse or discontinue a claim and **you** commence or continue the dispute or legal proceedings and are successful **we** will pay **Legal Expenses** as if **we** had given our consent in the first place.

4. Conditions (cont'd)

Legal Representation

- Upon making a claim **you** nominate a solicitor of **your** choice.
- **We** reserve the right to refuse **your** nomination of a solicitor without giving any reason and prior to **our** acceptance of a solicitor **we** may make any enquires **we** consider relevant with respect to that solicitor.
- **We** reserve the right to direct **you** to terminate the services of the **your Solicitor** if it is in **your** interests. **You** must terminate the services of **your Solicitor** and a new solicitor shall be appointed to act for **you** either nominated by you or appointed by **us**.
- **We** reserve the right to take over and conduct the legal representation or legal proceedings in **your** name.
- **We** are entitled to instruct a solicitor on **your** behalf if **we** consider this necessary to protect **your** interests.

Claim Administration and Control

- **We** must have direct access to **your Solicitor** at all times. **You** must co-operate fully with **us** in all respects and keep **us** fully and continually informed of all developments in the legal representation or proceedings. If **we** ask, **you** must instruct **your Solicitor** to produce to **us** immediately any documents, information or advice in their possession and **you** must give them any instructions **we** require in relation to the conduct of the claim.
- **We** are only liable for the costs or fees of counsel, accountants or any expert witness if **we** have given **our** consent to the appointment of that person and agreed to pay the proposed fee.
- Any **Legal Expenses we** agree to pay will not be affected by any agreement made by **you** to **your Solicitor** or to any counsel, witness expert or agent.
- **Your Solicitor** or **you** must inform **us** immediately in writing of any offer of settlement or payment into court and:

- a) no agreement to settle can be made without **our** prior consent.

- b) if **you** do not accept any offer of settlement or payment into court but that amount is equal to or in excess of the total damages **you** finally recovered, **we** shall have no liability in respect of any **Legal Expenses** incurred after that offer or payment unless **we** agreed to the continuation of the legal representation or proceedings from the date of the offer or payment into court.

- On **our** request, **you** must instruct **your Solicitor** to have the **Legal Expenses** taxed, assessed or audited by a costs assessor or any other relevant body.
- If for any reason **your Solicitor** refuses to continue acting for **you** or if **you** withdraw **your** instructions from **your Solicitor** then any liability **we** have will finish immediately unless **we** agree to the appointment of another solicitor to continue with the legal representation.
- If **you** withdraw from the dispute without **our** prior consent then the **Legal Expenses** will become **your** responsibility and **we** will be entitled to be reimbursed by **you** for any **Legal Expenses**.
- Where **you** are awarded costs, **you** must take steps to recover **Legal Expenses**. Any recoverable **Legal Expenses**, whether recovered or not, will be taken into account for the calculation of our liability under this **Policy**.
- If **you** settle a dispute and the settlement amount includes **Legal Expenses**, **we** will be entitled to be reimbursed by **you** for such **Legal Expenses**.

- **We** have the right to refuse to accept or discontinue a claim if the amounts of the **Legal Expenses** needed to prosecute or defend a claim is not reasonable in light of the amount of money or damages in dispute.

Alternative Dispute Resolution

- If **we** direct **you**, **you** must use any ADR process available before taking legal action in respect of an insured dispute.
- **You** must use **your** best endeavours to have any dispute resolved through ADR and propose the use of ADR to other parties to the dispute.

4. Conditions (cont'd)

Subrogation

- **We** are entitled to institute any claim for indemnity or damages in **your** name for **our** own benefit.
- **You** must co-operate with **us** fully in any proceedings which **we** may commence and **we** shall have full discretion in the conduct of these proceedings and in the settlement of any claim.

powered by
calliden

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