



Insurtech Agency

Tax Audit Insurance

POLICY WORDING



AuditCover

This Policy Wording was prepared on 1 January 2022 and tells You about this Tax Audit Insurance cover to help You decide if this cover is right for You. Any advice provided is general only and does not take into account Your individual circumstances. You should carefully read this document as well as other documentation provided to You such as Your Policy Schedule. Keep them in a safe place for future reference.

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Important Information

Important documents

Please take the time to read this Policy Wording and Your Policy Schedule to ensure that all details are correct. Please also ensure that Your Policy Wording and Policy Schedule are kept in a safe place. If You have any questions regarding the Policy Wording or Policy Schedule, please contact Insurtech Agency. Contact details are provided on page 19.

About AuditCover Australia

AuditCover Australia Pty Ltd (**AuditCover**) (ABN: 63 638 872 634, AFSL 535509) holds exclusive distribution rights for this insurance product. AuditCover acts as the broker for You.

About Insurtech Agency

Insurtech Gateway Australia Pty Ltd t/as Insurtech Agency (**Insurtech Agency**) (ABN 27 633 140 879, AFS Licence No. 525866) has been authorised by the Insurer, HDI Global Specialty SE- Australia under a binding agreement which allows Insurtech Agency to enter into this Policy and administer it. Insurtech Agency acts as the agent for the Insurer, not for You. Insurtech Agency's Australian Financial Services Licence (**AFSL**) authorises it to provide these services and Insurtech Agency is providing these services under its own AFSL. If any advice is provided by Insurtech Agency it will be general advice only and will not take into account, Your individual circumstances or financial needs.

About HDI

This Policy is issued by HDI Global Specialty SE – Australia (“HDI”) (ABN 58 129 395 544, AFSL 458776) (**HDI Global Specialty**) with its registered address at:

Tower 1, Level 33
100 Barangaroo Avenue
Sydney, NSW 2000
Australia.
Phone: +61 2 8646 8320

HDI Global Specialty is authorised to carry out insurance business in Australia by the Australian Prudential Regulation Authority in accordance with the Insurance Act 1973 (Cth).

HDI Global Specialty SE is registered in Germany, with its registered office at Podbielskistraße 396, 30659 Hannover, Germany with registration number HRB211924 authorised by Bundesanstalt für Finanzdienstleistungsaufsicht (“BaFin”). It is authorised to carry on insurance business in Germany under the German Insurance Supervisory Act (“Versicherungsaufsichtsgesetz”).

About This Policy

In this Policy, references to “We”, “Our” and “Us” are references to HDI Global Specialty SE – Australia.

We agree to provide You with insurance in accordance with the terms, conditions, and exclusions of this Policy based on the information You have provided or that was provided on Your behalf to Us, subject to payment of the premium. The Policy consists of this document (the Policy Wording), the Policy Schedule and any endorsements

affixed (or intended to be affixed) to it and the information disclosed to Us during the quotation phase. All of which should be read as if they were one document. This Policy is subject to Australian law and practice.

This Policy will only respond to Claims in connection with an Audit in respect of which You or Your Professional Service Provider first receives a Tax Audit Notice during the Period of Insurance. This Policy does not cover Claims arising from any verbal, written or electronic communication of an impending Audit given to You or Your Professional Service Provider prior to the commencement of the Period of Insurance. For more information, see the Insuring Clause and Exclusions on page 18.

Your Policy Schedule

Your Policy Schedule contains important details about Your Policy, including the Period of Insurance, Your premium, Limit of Cover, and any changes to the Policy wording.

Claims Made Notice

This Policy operates on a “claims made and notified” basis. This means that this Policy covers You in response to a Tax Audit Notice issued to You and notified to Us during the Period of Insurance.

Cooling off Period

You can return Your Policy to Us within 14 days of the commencement of Your cover, which is documented on Your Policy Schedule. If We receive Your written request to cancel this Policy within the 14-day period, We will cancel the Policy effective from the commencement, and give You a full refund (less any taxes, duties or commissions payable that We are unable to refund). You cannot use this right where, before the 14-day period ends, You have exercised any of Your rights or powers under the Policy (e.g., You have made a Claim). After the cooling off period ends You still have cancellation rights under the Policy. These rights are documented under General Conditions.

Our Agreement

We agree to provide You with the cover set out in the Insuring Clause and any extensions. This cover is in force for the Period of Insurance as identified in Your Policy Schedule, subject to the other terms and conditions of the Policy. In respect of any Claim made under this Policy, We will not pay any more than the Limit of Cover shown on Your Policy Schedule for all sections of this Policy combined.

Who is insured under this Policy

The persons or organisations that are covered by this Policy are those shown on the Policy Schedule as the “Policyholder” and “Additional Associated Insured Entity”. In this Policy, those persons or organisations are referred to as “You” or “Your”. All persons or organisations covered by the Policy must comply with the terms of the Policy. We may refuse to pay a Claim or reduce the amount We pay if You or any other person or organisation covered by the Policy does not comply with the terms of this Policy.

Defined Terms

Words which are capitalised in this Policy are defined. A list of words which are defined and their corresponding definitions can be found under the heading “Definitions”.

General Insurance Code of Practice

From 1 January 2022, the Insurer is a signatory to the General Insurance Code of Practice (the Code). The Code was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry. The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code of Practice and Code Governance Committee (CGC) visit insurancecode.org.au.

Financial Claims Scheme

In the event HDI Global Specialty SE were to become insolvent, You may be entitled to payment under the Financial Claims Scheme. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from the APRA website at www.apra.gov.au and the APRA hotline on 1300 55 88 49.

Your Duty to take Reasonable Care not to Misrepresent

You have a duty to take reasonable care not to make any misrepresentation when entering into, varying, extending or renewing the Policy.

This means that it is essential that You respond to specific questions that We ask honestly and to the best of Your knowledge, including where We ask You to confirm or update information that You have previously given to Us when entering into, varying, extending or renewing the Policy.

To assist You with providing Us with honest and accurate responses to any questions We ask of You, We have endeavoured to ensure that any question We ask is clear and easy to understand. Further, where possible, We have also included examples of the types of responses We are looking for when asking a particular question.

If You are unclear of any particular question or would like Us to explain it to You, please get in touch with Us and We will explain this to You.

In determining whether You have fulfilled this duty to take reasonable care not to make a misrepresentation to Us, We will consider all of the relevant circumstances of a particular case. If You do not respond honestly and accurately to specific questions that We ask, We may (acting reasonably) cancel Your Policy or reduce the amount We will pay You if You make a Claim, or both. It is therefore vital that You be honest and specific in Your responses. If Your failure to tell Us is fraudulent, We may refuse to pay a Claim and treat the Policy as if it never existed (this does not mean that We will refund any premiums that You have already paid).

Important Information

Your premium

Your premium is the amount that You have agreed to pay to Us for Your Policy. On receiving Your request for insurance, We will advise You the premium. Your premium is based on Our assessment of risk, including the covers You choose and Your insurance history. Your premium includes allowances for government charges, taxes or levies on Your Policy. Your Policy will not operate until You have paid Your premium.

The premium is payable when You take out a new Policy and when You renew Your Policy. If You make changes to Your Policy You may need to pay an additional premium or You may be entitled to a refund. If Your premium payment is dishonoured by Your financial institution this Policy will not operate and You will not be covered in the event of a Claim.

Renewing Your insurance

At least 14 days before Your insurance expires, We will send You a notice advising whether We are prepared to offer renewal of Your insurance and if so, the terms on which renewal will be offered. You are not obliged to renew Your insurance with Us.

Changes that may affect Your Policy

If there is any material change or alteration to the information You have previously advised Us of, such as but not limited to change in annual turnover or business activities, You must notify Us in writing as soon as reasonably practicable. Any change or alteration You propose to make to the Policy only becomes effective when We agree to the changes and You agree to pay any additional premium where required. You must advise Us of any changes before You renew Your Policy by answering Our questions.

Cancellation by You

You may cancel the Policy at any time by giving Us 14 days written notice. Provided You have not notified Us of any Claim under this Policy, We will refund the unused proportion of Your premium less any commissions, taxes and charges that We are unable to recover. If You have notified Us of a Claim under this Policy, then You are not entitled to any refund. If You cancel the Policy, You will not be covered for any Claims that are made and notified thereafter.

Cancellation by Us

We may cancel the Policy in certain circumstances provided by the *Insurance Contracts Act 1984*(Cth)(as amended), by giving You notice in writing.

Some examples are:

1. if You do not pay the premium;
2. if You do not comply with Your duty to take reasonable care not to make a misrepresentation;
3. if You make a misrepresentation to Us before the issue of the Policy;
4. if You do not comply with a provision of the Policy;
5. if You make a fraudulent Claim under the Policy;
6. if You do not comply with Your duty of utmost good faith.

Notice of cancellation can be delivered personally or posted or sent electronically (e.g., email) to Your address as shown on the current Policy Schedule. It will be effective at the time shown on the notice of cancellation or when You have taken out cover with another insurer to replace the Policy, whichever occurs first.

Fraudulent Claims

If You make a Claim under this Policy which You know is fraudulent in part or in its entirety, We will deny that Claim and may have rights to cancel this Policy in its entirety.

Goods and Services Tax (GST)

If You are entitled to an input tax credit on any part of the premium You paid for this Policy, the Limit of Cover stated in the Policy Schedule is exclusive of GST to the extent of Your input tax credit entitlement. If You are not entitled to an input tax credit on Your Policy premium, the Limit of Cover stated in the Policy Schedule is GST inclusive. In situations where We make a cash payment to You for the purchase of goods or services for which You are entitled to claim an input tax credit, We will only pay You an amount that is equal to Your net cost i.e. Your cost after claiming input tax credits. The Policy does not cover any amount of GST, or any fine, penalty or charge that You are liable for because of a failure to disclose or a misstatement made by You or on Your behalf, in relation to

Your entitlement to an input tax credit for the premium. You must tell Us if You become aware that the extent of Your entitlement to an input tax credit for Your premium disclosed to Us is incorrect.

Jurisdiction

All disputes arising out of or under this Policy will be subject to determination by any court of competent jurisdiction within Australia according to the law applicable to the jurisdiction.

Limits

We will not pay more than the Limit of Cover stated in the Policy Schedule in respect of all Claims made under this Policy in the aggregate during the Period of Insurance .

Other insurances

At the time You make a Claim, You must give Us written notice of any other insurance covering the subject Tax Audit event which may also apply to Your Claim.

To the extent permitted by the Insurance Contracts Act 1984 (Cth), Your Policy cover will be limited to the amount of such loss that is in excess of any indemnity or cover available to You in respect of that loss under any other policy entered into by You or under any other policy effected on behalf of You or under which You are a beneficiary.

Privacy Statement

HDI Global Specialty and Insurtech Agency are committed to protecting Your privacy in accordance with the Privacy Act 1988 (Cth) (the "Act") and the Australian Privacy Principles (APPs). In this section dealing with Privacy, "We", "Our" and "Us" refers to both HDI Global Specialty and Insurtech Agency. Further information about Our Privacy Policies is available:

for HDI Global Specialty at www.hdi-specialty.com/int/en/legals/privacy

or by contacting HDI Global Specialty on (02) 8646 8307

for Insurtech Agency at www.insurtechagency.com.au/privacy

or by contacting Insurtech Agency on 1300 089 978

This Privacy Statement outlines why, how We collect, disclose and handle Your personal information (including sensitive information) as defined in the Act about:

You, if an individual; and

other individuals You provide information about.

Why we collect, use, hold and disclose your personal information

We collect Your personal information (including sensitive information) so We can:

- underwrite and administer Your insurance cover;
- advise You about and determine what other service or products We can:
 - provide to You, or;
 - that may interest You.
- identify You and conduct necessary checks;
- issue, manage and administer services and products provided to You or others, including processing requests for quotes, applications for insurance, underwriting and pricing Policies, issuing You with a

- Policy, managing claims, claims investigation, handling and settlement;
- maintain and improve Our services and products;
- make special offers or offer other services and products provided by Us or those We have an association with, that might be of interest to You.

You also have a legal obligation under the Insurance Contracts Act 1984 to disclose certain information. Failure to disclose information required may result in Us declining cover, a cancellation of Your insurance cover or reducing the level of cover, or declining claims. If You choose not to provide Us with the information We have requested, We may not be able to provide You with Our services or products or properly manage and administer services and products provided to You or others.

How We collect Your personal information

Collection can take place by telephone, email, or in writing and through websites (from data You input directly or through cookies and other web analytic tools). We collect it directly from You or Your agent. There may, however, be occasions where We collect Your personal information from someone else. This may include:

- Our authorised representatives;
- other insurers;
- Our legal or other advisors;
- anyone You have authorised to deal with Us on Your behalf;
- Our distributors or referrers, agents or related companies;
- service providers;
- another party involved in a claim including parties who assist Us in investigating or processing claims;
- third parties who may be arranging insurance cover for a group that You are a part of;
- providers of marketing lists and industry databases;
- publicly available sources;
- third parties claiming under Your Policy;
- witnesses and medical practitioners; and
- family members.

If You provide Us with personal information about another person You must only do so with their consent and agree to make them aware of:

- this privacy notice;
- that You will, or may, provide their information to Us and
- third parties We may provide it to;
- the relevant purposes We and any of such third parties will use it for; and
- how such persons can access their personal information.

If it is sensitive information, We rely on You to have obtained such other persons consent on these matters. If You have not done so, or will not do so, You must tell Us before You provide their relevant personal information

To whom We disclose Your personal information to

While underwriting and administering Your Policy, managing Your Claims as well as providing services to You, We may disclose Your information to entities to which We are related, insurers, reinsurers, contractors, Our representatives or third-party providers providing services related to Us or who are administering Your Policy including:

- other insurers and reinsurers;
- banks and financial institutions for Policy payments;
- assessors, investigators and third-party administrators, in the event of a claim;
- government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law;
- Your agents;

- Our legal, accounting and other professional advisers;
- Our contractors, representatives or agents who We have engaged to provide services;
- credit providers;
- other parties We may be able to claim or recover against;
- anyone either of Us appoint to review and handle complaints or disputes; and
- any other parties where permitted or required by law.

We also may need to disclose information to persons located overseas including United Kingdom and European Union. These countries are listed in Our Privacy Policies and may change from time to time and as may be notified in Our Privacy Policies. You can contact Insurtech Agency or HDI Global Specialty for details or refer to HDI Global Specialty's Privacy Policy or Insurtech Agency's Privacy Policy available at Our respective websites: www.insurtechagency.com.au or www.hdi-specialty.com/int/en/legals/privacy

More information, access, correction or complaints

Our Privacy Policies contain information about how You may access and seek correction of personal information We hold about You. In summary, You may gain access to Your personal information by submitting a written request to Us. In some circumstances permitted under the Privacy Act 1988, We may not permit access to Your personal information. Circumstances where access may be denied include where it would have an unreasonable impact on the privacy of other individuals, or where it would be unlawful. For more information about Our privacy practices including how We collect, use or disclose information, how to access or seek correction to Your information or how to complain in relation to a breach of the Australian Privacy Principles and how such a complaint will be handled, please refer to the HDI Global Specialty or Insurtech Agency Privacy Policies.

Complaints

The HDI Global Specialty and Insurtech Agency Privacy Policies also contain information about how You may complain about a breach of the applicable privacy principles and how We will deal with such a complaint.

Consent

Your application includes a consent that You and any other individuals You provide information about consent to the collection, use and disclosure of personal information as set out in this notice.

Contact Us and opting out

If You wish to withdraw Your consent, including for things such as receiving information on products and offers by Us or persons We have an association with, please contact Us.

Insurtech Agency:

By phone: 1300 089 978

By email: admin@insurtechagency.com.au

In writing: Privacy Manager, Insurtech Agency Suite 3, 24 Edgar St. COFFS HARBOUR NSW 2450

HDI Global Specialty:

By phone: (02)8646 8307

By email: PrivacyAustralianBranch@hdi-specialty.com

In writing: Privacy Manager, HDI Global Specialty SE – Australia, Tower 1, Level 33, 100 Barangaroo Avenue SYDNEY

NSW 2000.

Confirming transactions

We may send Your Policy documents and Policy related communications electronically. This will be by email and/or other types of electronic communication methods. Policy documents and Policy communications will be provided to You in this way until You tell Us otherwise or We tell You it is no longer suitable. You will need to provide Us with Your current email address and Your Australian mobile phone number. Each electronic communication will be deemed to be received by You at the time it leaves Our information system. You may contact Us in writing or by phone to confirm any transactions under Your insurance if Your adviser does not already have the required Policy confirmation details.

Complaints and Dispute Resolution

Insurtech Agency treats complaints very seriously and believes You have the right to a fair, efficient and courteous service at all times. If You are dissatisfied with the service You have received, a declined Claim, the value of a Claim or financial hardship and wish to make a complaint, please contact Us and We will endeavour to resolve the issue as quickly as possible.

What is a complaint?

A complaint is an expression of dissatisfaction made to or about Us, related to Our services, staff, or the handling of a complaint, where a response or resolution is explicitly or implicitly expected, or legally required.

The complaints process described below does not apply to Your complaint if We or HDI Global Specialty are able to resolve the complaint to Your satisfaction by the end of 5th business day after Your complaint was received by Us, or in the circumstances where We are unable to take any further action to reasonably address the complaint and We have explained the circumstances to You. The exemption to the complaints process does not apply to complaint regarding a declined Claim, the value of a Claim, financial hardship or in the circumstances where a written response is requested.

This Policy complies with the General Insurance Code of Practice and any relevant Australian Securities and Investments Commission ('ASIC') guidelines.

Vulnerability Support and Financial Hardship

Financial Hardship involves an inability of the customer to pay a debt, rather than an unwillingness to do so. Financial Hardship can arise from a variety of situations and can be either of limited duration or long term.

If We are informed that You are experiencing Financial Hardship, We are required to supply You with an application form for Financial Hardship assistance and contact details for the National Financial Counselling hotline 1800 007 007.

We will review any applications for Vulnerability Support and/or Financial Hardship in accordance with Part 9 (Supporting Customers Experiencing Vulnerability) and Part 10 (Financial Hardship) of the General Insurance Code of Practice and any applicable guidelines.

Internal Dispute Resolution Process (IDR)

What to do if you have a complaint?

If You have any concerns or complaints, You may in the first instance contact Insurtech Agency by either email, telephone or mail:

Insurtech Agency;

1300 089 978

admin@insurtechagency.com.au

You may also contact HDI Global Specialty SE directly at:

Phone: +61 2 8646 8320

Email: HGABdisputes@hdi-specialty.com

Mail: HDI Global Specialty SE –Australia

Tower 1, L 33, 100 Barangaroo Avenue

Sydney NSW 200, Australia

To allow Us to consider Your complaint the following information needs to be provided (where available):

- Name, address, email and telephone number of the policyholder
- Policy number, Claim number and product type
- Name and address of the insurance intermediary through whom the policy was obtained
- Reasons why You are dissatisfied and an explanation of the situation that led to the complaint; an
- Copies of any supporting documentation You believe may assist Us in addressing Your complaint appropriately.

How we will handle your complaint?

We or HDI Global Specialty aim to acknowledge receipt of Your complaint by either telephone, email, social media channels or letter within 1 business day and advise the name and contact of the employee assigned to liaise with You.

We or HDI Global Specialty will respond to Your complaint in writing within 30 calendar days of first being notified of the complaint, provided We or HDI Global Specialty have all the necessary information and have completed any necessary enquiries and/or investigations.

We or HDI Global Specialty will keep You informed of the progress no less than every 10 business days unless it is resolved earlier.

If We or HDI Global Specialty is unable to respond within 30 calendar days, We or HDI Global Specialty will provide You with an Internal Dispute Resolution Delay Notification outlining the reasons for the delay and Your right to complain to the Australian Financial Complaints Authority ('AFCA') if You are dissatisfied.

External Dispute Resolution Process

Australian Financial Complaints Authority

If Our or HDI Global Specialty's response following the IDR process does not resolve Your complaint to Your satisfaction, or if We or HDI Global Specialty have not resolved Your complaint within 30 calendar days of the date We first received Your complaint, You can seek an external review via HDI Global Specialty's external dispute resolution scheme administered by AFCA. AFCA is for customers and third parties as allowed under its Rules.

There may be occasions when We or HDI Global Specialty determine that a complaint should be referred to AFCA for resolution. If this is the case Your consent would be obtained before any referral is made to AFCA.

AFCA is an independent national scheme for consumers, free of charge and aimed to resolving disputes between the insured and their insurance intermediary/ insurer. AFCA can advise You if Your dispute falls within the Rules.

AFCA's contact details are:

Phone: 1800 931 678

Email: info@afca.org.au

Mail: Australian Financial Complaints Authority
GPO Box 3, Melbourne VIC 3001

Website: www.afca.org.au

What is the process?

If You choose to lodge Your dispute with AFCA, they will contact Us and/or the insurer and ask for a response from both parties. Response times requested by AFCA vary depending on the situation.

If AFCA advises You that their Rules do not extend to You or Your dispute, You can seek independent legal advice or access any other external dispute resolution options that may be available to You.

Interpreters

If English is a second language, or You need assistance with interpreting You can access an interpreter by calling the Translating and Interpreting Services ("TIS") on 13 14 50. You may have to pay the cost of a local call for these services. The TIS is available twenty-four (24) hours a day, seven (7) days a week and can interpret more than 170 languages.

Speech or Hearing Impaired

If You have a speech or hearing impairment, We recommend that You contact the National Relay Service, which can help communicate in a number of ways.

Their website is www.relayservices.gov.au and You can also contact them on 1800 555 660 or (TTY) 1333 677 (SRS) 1300 555 727.

Definitions

Where the words listed below are used in this document and are capitalised, they have the following meaning. If a word is specifically defined in a section of the Policy, the definition contained in that section applies for that section only.

Additional Associated Insured Entity	<p>Means any entity listed as an 'Additional Associated Insured Entity' on the Policy Schedule (if any) but only if the entity meets the following criteria:</p> <ul style="list-style-type: none"> a) any individual, company, partnership or trust that holds a 25% or greater ownership, interest or shareholding in the Primary Entity; b) any company, partnership or unit trust in which the Primary Entity holds 25% or greater ownership, interest, control or shareholding; c) any discretionary trust where at least 25% or greater representation as trustee of the discretionary trust is held by entities covered under this Policy due to a) or b) above; or d) the spouse of the Primary Entity, where the Primary Entity is an individual, <p>provided that any individual included in item a) must receive 50% or more of their total income from the Primary Entity.</p> <p>In addition, in order to qualify as an Additional Associated Insured Entity and receive cover under this Policy, such entities must have had their Tax Return prepared by the same Professional Service Provider as the Primary Entity.</p>
Audit	<p>Means any audit, investigation, inquiry, review or examination by a Tax Authority into Your Tax Return or Compliance Obligations following a Tax Audit Notice.</p> <p>If an investigation, inquiry, review or examination escalates or results in an Audit, this will be considered one Audit for the purposes of this Policy.</p> <p>Audit does not include any activity:</p> <ul style="list-style-type: none"> • involving a review of the professional services Your Professional Service Provider provided including how You were assisted; • that is a procedural Audit of Your Professional Service Provider's files; • that is relevant to maintaining Your industry status, licence compliance, or membership or any form of application, registration, or re-registration process, or occupational health and safety type compliance; • that relates to the gathering of information or data by a statutory authority that is not part of an Audit of Your Tax Return or Compliance Obligations; • involved in the familiarisation, education, training, application, implementation, process or operation of any amendments or changes to existing, or the introduction of new legislation or industry regulation; or • involving a review of a Tax Return or Compliance Obligations that is undertaken by You or Your Professional Service Provider in the absence of a Tax Audit Notice.
Auditor	<p>Means an officer from a Tax Authority who is authorised under Australian laws to carry out an Audit of Your taxation or financial Compliance Obligations.</p>

Business Day	Means a day which is a Monday to Friday, other than a public holiday in the State or Territory where You reside.
Claim	Means a claim under this Policy for Professional Fees.
Client Group	Means the aggregate of the Primary Entity and any Additional Associated Insured Entity.
Compliance Obligations	Means any audit, investigation, inquiry, review or examination by a Tax Authority into the attendance of Your financial compliance obligations with that Tax Authority. This definition excludes any activity-based reviews or audits that have a main purpose other than the validation of meeting financial compliance obligations.
Consumer Protection Laws	Means any of the following: <i>Fair Trading Act 1987 (NSW);</i> <i>Fair Trading Act 1985 (VIC);</i> <i>Fair Trading Act 1987 (SA);</i> <i>Fair Trading Act 1987 (WA);</i> <i>Fair Trading Act 1989 (QLD);</i> <i>Fair Trading Act 1990 (TAS);</i> <i>Fair Trading Act 1992 (ACT);</i> <i>Consumer Affairs and Fair-Trading Act 1996 (NT);</i> <i>Trade Practices Act 1974 (Cth);</i> <i>Competition and Consumer Act 2010 (Cth);</i> and any amendment, replacement, consolidation, successor or re-enactment legislation of any of those Acts.
Cyber Loss	Means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by: <ul style="list-style-type: none"> the use or operation of any Computer System or Computer Network; the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data; access to, processing, transmission, storage or use of any Data; inability to access, process, transmit, store or use any Data; any threat of or any hoax relating to the points above; or any error or omission or accident in respect of any Computer System, Computer Network or Data. <p>In this definition:</p> <p>“Computer System” means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by You or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.</p> <p>“Computer Network” means a group of Computer Systems and other electronic devices, or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.</p> <p>“Data” means information used, accessed, processed, transmitted or stored by a Computer System.</p>
Limit of Cover	Means the amount shown in Your Policy Schedule as the maximum amount payable

	under this Policy in the aggregate.
Period of Insurance	Means the period shown in Your Policy Schedule.
Policy	Means Your insurance contract which consists of this Policy Wording, any endorsements and the Policy Schedule.
Policy Schedule	Means the document We have issued for Your Policy with the heading 'Policy Schedule', and which contains Your specific details and Limit of Cover provided. Updated Policy Schedules may be sent to You showing alterations to Your Policy.
Primary Entity	Means the entity listed as the Policyholder in the Policy Schedule.
Professional Fees	<p>Means the reasonable and necessary fees, costs and expenses which You are required to pay to Your Professional Service Provider in connection with an Audit,</p> <p>Professional Fees does not include:</p> <ul style="list-style-type: none"> • fees relating to or associated with the preparation of or advice in relation to any accounts, returns, taxation and financial records including any payment plan arrangements other than where it is necessary to respond to an Audit; • fees incurred for advice in relation to a Tax Return before it is lodged; • any fees incurred for work done in relation to matters or periods not subject of the Audit. • fees that relate to, or are associated with the preparation of any accounts, financial statements or documents which would or should have been ordinarily or prudently prepared prior to or at the time that the lodgement of any return or documents was required to be lodged.
Professional Service Provider	Means a qualified tax professional, such as an accountant, tax agent, or tax lawyer, who You have engaged to provide You with tax services and who manage Your taxation and/or financial affairs and who holds any registration or licence necessary to provide that service.
Tax Return	Means any Tax Return that You are legally required to lodge, and is actually lodged, with an Australian Commonwealth, State or Territory government department, body or agency.
Tax Audit Notice	<p>Means a communication from a Tax Authority addressed to You confirming the commencement of an Audit. A communication may be written or verbal.</p> <p>Tax Audit Notice does not include any communication where You are not legally required to respond. This may include but is not limited to communication that is:</p> <ul style="list-style-type: none"> • for educational or information purposes; or • suggests or proposes actions but without a legal requirement for You to carry out those actions; • intended to inform or warn You that You may be selected for an Audit at a future time; • informing You of the opportunity to participate in a voluntary review of Your Tax Return or Compliance Obligations.
Tax Authority	<p>Means any of the following:</p> <ul style="list-style-type: none"> • Australian Taxation Office; and • any Australian (Commonwealth, State or Territory) agency which has powers under Australian law to perform the Audit of a Tax Return or Compliance Obligations.

You, Your	Means the entity or entities shown as 'Policyholder' and 'Additional Associated Insured Entity' in the Policy Schedule.
We, Our, Us, Insurer	HDI Global Specialty SE – Australia (ABN 58 129 395 544, AFSL 458776)

Insuring Clause – Audit

Subject to payment of premium by You, We will indemnify You up to the Limit of Cover for Professional Fees incurred by You in connection with an Audit of Your:

1. Tax Return; or
2. Compliance Obligations.

of which You or Your Professional Service Provider first receives a Tax Audit Notice during the Period of Insurance and You notify Us of the Tax Audit Notice during the Period of Insurance.

We may pay any amount incurred by You, up to the Limit of Cover, under this insuring clause to You or to the Professional Service Provider for the applicable Professional Fees.

Exclusions applicable to all sections of this Policy

This Policy does not provide cover for any Claim arising from or in connection with:

- any Audit which commenced, or relating to a Tax Audit Notice given to You or Your Professional Service Provider, outside of the Period of Insurance;
- any verbal, written or electronic communication of an actual or impending Audit given to You or Your Professional Service Provider outside of the Period of Insurance;
- any Additional Associated Insured Entity which does not meet the conditions set out in the definition of 'Additional Associated Insured Entity' in the Definitions section of this Policy;
- any fraudulently prepared, lodged or submitted Tax Return;
- any Tax Return not prepared by a Professional Service Provider;
- any tax liability, costs, interest, fines, tax penalties, or any similar payment imposed by a Tax Authority, court or tribunal;
- any Professional Fees relating to a Tax Audit Notice which is initiated due to You not lodging Your Tax Return within the time limit prescribed by law or by the relevant Tax Authority.
- any Professional Fees relating to a Tax Audit Notice which is initiated due to You not paying all taxes by the date they are due as prescribed by law or by the relevant Tax Authority;
- any Professional Fees relating to a Tax Audit Notice which is initiated due to You not responding to the Tax Authority within the timeframe it has given You to give Your response;
- an Audit commenced or conducted specifically in relation to a mass marketed tax avoidance, tax minimisation or tax exploitation scheme or arrangement provided this exclusion will not apply if the relevant Tax Authority issued a prior product ruling in relation to the mass marketed scheme or tax

exploitation scheme or arrangement;

- any Tax Return that is not required by an Australian Tax Authority;
- any Tax Return if You, in the case of an individual, ordinarily reside outside Australia and its external territories; or You, in the case of a company, partnership or trust, are domiciled for tax purposes outside Australia and its external territories;
- any Audit concerning income earned outside Australia and its external territories or protectorates;
- any matters arising under customs legislation;
- any consequential or economic loss, whether direct or indirect
- any government benefit, entitlement, grant or subsidy including any application, assessment or review of any of these;
- any amounts payable pursuant to any Notice of Assessment or Adjustment or Amended Notice of Assessment or Adjustment;
- any Australian Taxation Office Audit in circumstances where the Auditor has imposed a final shortfall or culpability penalty of 75% or more, provided this exclusion does not apply to any Audit of compliance with the *Superannuation Guarantee (Administration) Act 1992*(Cth) or any amendment or replacement of this legislation;
- any Australian Taxation Office Audit of compliance with the *Superannuation Guarantee (Administration) Act 1992*(Cth) or any amendment or replacement of this legislation where the Auditor has imposed a final shortfall or culpability penalty of more than 100% of the superannuation guarantee charge;
- Professional Fees in relation to any matter which is being investigated or results in a criminal prosecution;
- any fees that are not Professional Fees; or
- breach or alleged breach of any Consumer Protection Laws by You; or
- any Cyber Loss.

Sanctions exclusion

This Policy does not provide cover for, and We are not liable to pay any Claim or provide any benefit under the Policy to the extent that such Claim payment or the provision of such cover or benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, New Zealand, the United Kingdom, the European Union, one (1) of its member states, or the United States of America.

Policy Conditions

You must comply with any conditions of this Policy. If You do not, Your Policy may not operate, and We may refuse to pay Your Claim, reduce Our liability by an amount that fairly represents the extent to which We have been prejudiced by Your failure to comply with the condition and/or cancel Your Policy where permitted by the *Insurance Contracts Act 1984*(Cth).

How must You conduct Your business?

You and Your Professional Service Provider must conduct Your tax and financial affairs in a manner which a

reasonable person in Your position would, having regard to and taking steps to comply with any legal requirements, procedures or guidelines issued by a Tax Authority or similar body, which are relevant to:

- a) the preparation of a Return;
- b) the keeping and preparation of records, books and other documents.

What precautions do You need to take?

You are required to comply with all statutory obligations and guidelines imposed by any Tax Authority. If You do not comply with this condition and a Claim result, We may be able to reduce the amount We pay You.

What should You do if You need to make a Claim?

As soon as reasonably practicable, You should:

- notify Us after receiving notice of an Audit;
- provide Us with a copy of the Tax Audit Notice with all relevant details including the affected entities and nature of the Audit;
- where there is no Tax Audit Notice, Your Professional Service Provider should provide Us with a signed statement verifying that an Audit has commenced and including the following details:
 - Date of first contact by the Auditor; and
 - Auditor's full name and contact details.
- We may require You to provide Us with authority to contact the Auditor where this is reasonably necessary to assess Your Claim.

What information is required for a Claim to be assessed?

After You have notified Us of Your Claim You should provide Us with the following:

- for Claims exceeding \$1000, a detailed breakdown of the following information:
 - an itemised invoice showing the Professional Fees incurred clearly identifying all personnel involved in the Audit, hours involved and individual hourly rates;
 - detailed description of the scope of work and dates the work was performed;
 - details of the disbursements;
 - total Professional Fees and total disbursements incurred;
 - confirmation from the Auditor that the Audit has been finalised. Alternatively, You may provide Us with the confirmation in a written and signed declaration.

What must You do during an Audit?

You must, and to the extent reasonably possible, ensure that any Professional Service Provider:

- takes all reasonable steps to minimise cost and delay in relation to an Audit. For example, appropriate utilisation of relevant staff for the work and applying standard hourly rates which are fair and reasonable in the circumstances;
- provide Us with information and documents which are reasonably necessary to assess or manage Your Claim which may include information about the progress of the Audit;
- responds to any requests or enquiries from the Auditor in a timely manner and within any deadline for response; and cooperate with Our Claims assessing staff.

Contact Information

General inquiries, including questions on coverage	<p>Visit auditcover.com for coverage details; Log in to Your AuditCover portal; Contact AuditCover; 1300 895 797 hello@auditcover.com Contact Insurtech Agency; 1300 089 978 admin@insurtechagency.com.au</p>
Policy Cancellations	<p>Contact Insurtech Agency; 1300 089 978 admin@insurtechagency.com.au</p>
New or existing Claims	<p>Your Professional Service Provider must log in to their AuditCover portal and complete a Claim lodgement notification. You are able to contact Insurtech Agency to discuss Claims per the below options. Contact Insurtech Agency; 1300 089 978 claims@insurtechagency.com.au</p>
Making a Complaint	<p>Contact Insurtech Agency; 1300 089 978 admin@insurtechagency.com.au</p>
Support for customers experiencing vulnerability or financial hardship	<p>Insurtech Agency Simon O'Dell Managing Director simon@insurtechagency.com.au 1300 089 978, or admin@insurtechagency.com.au</p>



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