

Abuse Extension

This Extension is on a "claims made" basis. It only covers claims made against You and notified to Us during the period of insurance. However, provided you give Us notice in writing of any facts that might give rise to a claim against You, as soon as reasonable practicable after You become aware of those facts and before the expiry date of this insurance, then this insurance will respond, notwithstanding the fact that no claim has actually been made against You prior to the expiry date.

Operative Clause

Subject to the terms, conditions, definitions and exclusions of this Policy (other than as amended by this Extension), We hereby agree to indemnify You up to the Limit of Liability against all sums which You shall become legally liable to pay by way of compensation (excluding punitive, exemplary, aggravated and/or multiple damages) as a result of a Claim or Claims first made against You and notified in writing to Us during the Period of Insurance stated in the Schedule by reason of Personal Injury arising out of Abuse or attempt thereat committed or alleged to have been committed.

Definitions

Wherever used in this Extension the following words have the following special meanings:

Claim means

Any originating process (in a legal proceeding or arbitration), cross claim or counter claim or third party claiming compensation against and served on an Insured.

Retroactive Date

Means from the original date that you have had this Abuse Extension with us on a continuous basis or from _____

Limit Of Liability

Our total aggregate liability during any one Period of Insurance for all liability arising directly or indirectly out of or in connection with Abuse or attempt thereat shall not exceed \$2,000,000 any one Claim or in the aggregate during any one Period of Insurance.

Furthermore, this Limit of Liability provided under this Extension shall apply inclusive of all Legal Costs and expenses incurred by Us.

Legal Costs

We will pay all costs, fees and expenses incurred, with Our prior consent, by You in the defence of settlement of a Claim or Claims made against You but not exceeding in total the Limit of Liability noted in this Extension.

Exclusions

We shall not be liable:

1. for any liability in respect of which You are entitled to indemnity under any other insurance.
2. for any liability arising from Abuse or attempt thereat which occurred or is alleged to have occurred prior to the Retroactive Date specified in this Extension.
3. for any liability arising from any facts and/or circumstances, of which You had become aware prior to the commencement of the Period of Insurance, which a reasonable person in Your position would have considered as facts and/or circumstances which may give rise to a Claim or Claims under this Policy.
4. to indemnify any perpetrator or alleged perpetrator of any Abuse or attempt thereat.
5. for any fines or penalties or the costs of defending any criminal proceedings.
6. for any Claim or Claims brought against You in any country or jurisdiction outside the Commonwealth of Australia or New Zealand or Claims arising from the enforcement of any judgment, order or award in respect of any action first brought in any court of law, arbitration, tribunal or other judicial body outside the Commonwealth of Australia or New Zealand
7. for the Excess as set out under Condition 1 of this Extension.

Conditions

1. You shall bear the first \$5,000 (inclusive of costs and expenses) of any one Claim.

For the purpose of determining the Excess applicable to any indemnity provided under this Extension, it is expressly agreed that all acts of Abuse or attempt(s) thereat suffered by any individual claimant shall be deemed to be arising out of one originating cause. If there is more than one claimant, all acts of Abuse or attempt(s) thereat suffered by each individual claimant shall be deemed to be arising out of separate original causes.

2. You shall, as a condition precedent to Your right to be indemnified under this Extension, ensure that You comply with all State and National legislation and requirements for dealing with minors.