BROADFORM GENERAL & PRODUCTS LIABILITY

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IMPORTANT INFORMATION

Your Duty of Disclosure
Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, that may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:
- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

Non-disclosure (if you do not tell us something)
If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Defence Costs & Averaging Provision
General Conditions within the policy may provide that if your liability for any Claim is for an amount in excess of the amount of the limit of liability, then we, where applicable, shall only cover the same proportion of such defence costs as the limit of liability bears to the total amount to be paid to dispose of the claim (exclusive of defence costs).

Liability assumed by you under a contract or agreement
It is not possible for you to transfer to us the entire spectrum of legal liabilities which you may be compelled to bear under the terms of a wide variety of Indemnity and/or Hold Harmless Clauses frequently inserted into commercial business contracts by principals, lessors or other parties.

Liability assumed by you under contract or agreement is only covered to the extent described in your insurance policy.

Prior to accepting legal liability for loss, destruction, damage or injury, which would not otherwise have attached to you at law, you should contact your insurance broker to enquire whether your insurance policy covers such liability or, if not, whether it may be so extended.

Subrogation Agreements
Where another person would be liable to compensate you for any legal liability for loss, destruction, damage or injury otherwise covered by this insurance, but you have agreed with that person either before or after the loss, destruction, damage or injury occurred that you would not seek to recover any monies from that person, we will not cover you under this insurance for such legal liability for loss, destruction, damage or injury.

Privacy
About Underwriting value the privacy of your personal information and we will ensure the handling of your personal information is dealt with in accordance with the *Privacy Act 1988* (Cth) (the Act) and the relevant Australian Privacy Principles. Our full privacy policy can be accessed at aboutunderwriting.com.au

When we provide insurance products and/or services, we ask you for the personal information we need to assess applications for insurance policies, to administer and manage insurance policies and to investigate and handle claims. This can include a broad range of information ranging from your name, date of birth, address and contact details to other information about your personal affairs including your profession, financial affairs including financial statements, any criminal convictions or claims.

We may need to disclose personal information that you provide us to contractors, coinsureds, insurers and underwriters (who may be located overseas), lawyers, claims adjusters and others engaged by About Underwriting to enable them to administer policies or handle claims. Regardless of the information shared, we will take all reasonable steps to ensure that the above parties protect your information in the same way that we do.

If you are an individual who is either based in or a resident of the European Union or the United Kingdom, and subject to applicable data privacy laws, you may be entitled to certain rights and we may be subject to certain obligations with respect to your personal data. Further information is included in our Privacy Policy.

Our Privacy Policy shown in the above link contains information about how you can access the information we hold about you, ask us to correct it, or make a privacy related complaint. You can obtain a copy from our Privacy Officer by emailing to privacy@aboutunderwriting.com.au

Consent

By visiting any of our websites, online quotation systems, applying for, renewing or using any of our products or services you agree to your information being collected, held, used and disclosed as set out in our Privacy Policy.

Claims Conditions

Reporting and Notice

Every claim made against you (the insured) shall be notified to us as soon as practicable, and in any event, prior to the expiry of the Period of Insurance or Extended Reporting Period (if applicable), and all documentation and correspondence pertaining to such claim shall be forwarded to us as soon as practicable after receipt.

All notifications of claims must be sent to:

claims@aboutunderwriting.com.au
Attention: Claims Manager
About Underwriting Pty Ltd
PO Box 16106
Collins Street West, Melbourne, VIC 8007

Summary

You agree:

- at your expense, to give us all information that will assist us, our investigators and legal representatives, cooperate fully with us and do all things reasonably practicable to avoid or diminish any claim.
- to waive any claim for legal professional privilege to the extent only that the privilege would otherwise prevent any investigator or legal representative from disclosing information to us.
- not to admit liability, settle or incur any costs for a claim without our prior written consent.
- that we shall be entitled to take over, in your name and on your behalf, the conduct of any claim.

The claims conditions are more fully described in the "claims conditions" sections of the accompanying policy.

General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ("the Code"), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit www.codeofpractice.com.au.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code Governance Committee (CGC) go to www.insurancecode.org.au

Complaints and Disputes

If you have any concerns or wish to make a complaint in relation to this policy, our services or your insurance claim, please let us know and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure. Please contact About Underwriting in the first instance:

Complaints Manager
About Underwriting Pty Ltd
complaints@aboutunderwriting.com.au
03 9998 9080

We will acknowledge receipt of your complaint and do our utmost to resolve the complaint to your satisfaction within 10 business days.

If we cannot resolve your complaint to your satisfaction, we will escalate your matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited
Email: idraustralia@lloyds.com
Telephone: (02) 8298 0783
Post: PO Box R1745
Royal Exchange NSW 1225

A final decision will be provided to you within 30 calendar days of the date on which you first made the complaint unless certain exceptions apply.

You may refer your complaint to the Australian Financial Complaints Authority (AFCA), if your complaint is not resolved to your satisfaction within 30 calendar days of the date on which you first made the complaint or at any time. AFCA can be contacted as follows:

Australian Financial Complaints Authority
Phone: 1800 931 678
Fax: (03) 9613 6399
Email: info@afca.org.au
Website: https://www.afca.org.au
Post: GPO Box 3, Melbourne, VIC 3001

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If your complaint is not eligible for consideration by AFCA, you may be referred to the Financial Ombudsman Service (UK) or you can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to you.

POLICY WORDING

1. Agreement

Subject to the terms, Claims Conditions, General Conditions, Exclusions, Definitions, **limits of liability** and Endorsements (if any) of this **policy**, **we** agree to indemnify the **insured** where the **insured** has paid or agreed to pay the premium to **us**.

2. Insuring Clause

We agree to pay to or on behalf of the **insured** all amounts which the **insured** shall become legally liable to pay as **compensation** in respect of:

2.1 **personal injury**;
2.2 **property damage**; and/or
2.3 **advertising injury**,

happening during the **period of insurance** within the **territorial limits**, in connection with the **business** or the **insured's products** and/or work performed by or on behalf of the **insured** and caused by or arising out of an **occurrence**.

3. Defence Costs and Supplementary Payments

With respect to the indemnity provided by this **policy**, **we** will:

3.1 defend, in the **insured's** name and on behalf of the **insured**, any claim or suit against the **insured** alleging such **personal injury** and/or **property damage** and/or **advertising injury** and seeking **compensation** or damages on account thereof even if any allegation of such claim or suit is groundless, false or fraudulent.

3.2 pay all charges, expenses and legal costs incurred by **us** and/or by the **insured** at **our** written request or with **our** prior written consent (which consent shall not be unreasonably withheld or delayed):

3.2.1 in the investigation, defence or settlement of such claim or suit, including loss of salaries or wages because of the **insured's** attendance at hearings or trials at **our** request; or

3.2.2 in bringing or defending appeals in connection with such claim or suit.

3.3 pay:

3.3.1 all charges, expenses and legal costs recoverable from or awarded against the **insured** in any such claim or suit;

3.3.2 pre-judgment interest awarded against the **insured** on that part of the judgment payable by **us**; and

3.3.3 all interest accruing on **our** portion of any judgment until **we** have paid, tendered or deposited in court that part of such judgment which does not exceed the limit of **our** liability thereon.

3.4 pay premiums on:

3.4.1 bonds to release attachments for amounts not exceeding the applicable **limit of liability** of this **policy** but **we** shall have no obligation to apply for or furnish any such bond.

3.4.2 appeal bonds and/or security for costs required in any suit but **we** shall have no obligation to apply for or furnish any such bonds and/or security for costs.

3.5 pay expenses incurred by or on behalf of the insured for:

3.5.1 rendering first aid and/or surgical and/or medical and/or therapeutic relief to others at the time of any **personal injury** (other than any medical expenses, which **we** are prevented from paying by any law);

3.5.2 temporary protection of damaged or undamaged property of any person or party, including temporary repairs, shoring up and/or underpinning thereof; and/or

3.5.3 purchasing and/or hiring and/or erection and dismantling of hoarding, barriers, fences and any other form of temporary protection, including such protection which the **insured** must provide in compliance with the requirements of any Government, Local Government or other Statutory Authority.

3.6 pay all legal costs incurred by the **insured** with **our** prior written consent (which consent shall not be unreasonably withheld or delayed) for representation of the **insured** at:

3.6.1 any Coronial Inquest or Inquiry;

3.6.2 any proceedings in any court or tribunal in connection with liability insured against by this **policy**;

3.6.3 any Royal Commission or Government Enquiry arising out of any alleged breach of statutory duty, or other similar judicial enquiry into circumstances relating to any **occurrence**, claim or potential claim which would be the subject of indemnity under this insurance; and/or

3.6.4 any enquiry, prosecution or hearing of a disciplinary nature held before a legally constituted enquiry board, committee, licensing authority or the like.

Provided that **our** liability under clauses 3.6.3 and 3.6.4 above shall not exceed **$250,000** in respect of any one claim or series of claims arising out of any one **occurrence**.

The amounts of such Defence Costs and Supplementary Payments incurred, except payments in settlement of claims and suits, are payable by **us** in addition to the applicable **limit of liability** of this **policy**.

However, in respect of any claims or suits originating in any court in **North America**, the applicable **limit of liability** shown in Item 5 of the **schedule** shall be inclusive of all Defence Costs and Supplementary Payments.

Where **we** are prevented by law or otherwise from making payments on the **insured's** behalf, **we** will indemnify the **insured** for legal liability incurred to the extent that such liability is covered by this **policy**.

In jurisdictions where **we** may not legally be permitted to, or cannot for any other reason, defend any claim or suit against the **insured**, we will reimburse the **insured** for the expense of such defence incurred with **our** prior written consent (which consent shall not be unreasonably withheld or delayed).

4. Limits of Liability and Deductible

Subject to clause 3 (Defence Costs and Supplementary Payments), clause 5 (Additional Benefit - Claims Preparation Costs and Expenses) and clause 7.19.5 below:

4.1 the **limit of liability** specified in Item 5.1 of the **schedule** represents the maximum amount which **we** shall be liable to pay in respect of any one claim or series of claims for **general liability** arising out of any one **occurrence**.

4.2 the **limit of liability** specified in Item 5.2 of the **schedule** represents the maximum amount which **we** shall be liable to pay in respect of any one claim or series of claims arising out of any one **occurrence**, and in the aggregate during any one **period of insurance**, for **products liability**.

The **deductible** payable by the **insured** will not reduce the applicable **limit of liability** or sub-limit of liability (as the case may be). **We** will tell the **insured**:

4.3 if the **insured** is required to contribute a **deductible**; and

4.4 the amount of such **deductible**.

We may collect the amount of the **deductible** by having the **insured** pay the amount of the **deductible** to **us**; by deducting the **deductible** from the amount **we** pay to or on behalf of the **insured**; or **we** may require that the **insured** to pay the amount of the **deductible** as part of the finalisation of the claim.

5. Additional Benefit - Claims Preparation Costs and Expenses

In addition to the applicable **limit of liability** specified in either Item 5.1 or 5.2 of the **schedule**, **we** will pay up to **$25,000** in respect of each claim or series of claims arising out of any one **occurrence** for reasonable professional fees and such other costs and expenses incurred by or on behalf of the **insured** for the preparation of any claim under this **policy**.

The cover provided under this additional benefit operates in addition to and shall not in any way affect the cover provided under clause 3 (Defence Costs and Supplementary Payments) of this **policy**.

6. Optional Additional Benefit - Products Exported to North America with the Insured's Knowledge

(Applicable only where this Optional Additional Benefit is shown as 'Covered' in the schedule)

The cover provided by this **policy** is extended to include any judgment, award or settlement made within **North America** or any order made anywhere in the world to enforce such judgment, award or settlement either in whole or in part, subject to the following additional terms and exclusions in respect of any such judgment, award or settlement:

6.1 cover only applies to the **insured's** legal liability in respect of **personal injury** and/or **property damage** that arises out of any **products** exported to **North America** with the **insured's** knowledge.

6.2 cover is not provided for:

6.2.1 **personal injury** and/or **property damage** directly or indirectly caused by or arising out of the discharge, dispersal, release, seepage, migration or escape of **pollutants**.

6.2.2 the cost of removing, nullifying or clean up of **pollutants**.

6.2.3 the cost of preventing the escape of **pollutants**.

6.2.4 any claim for **compensation** if in **North America** the **insured** has:

(a) any assets other than **products**;

(b) a related or subsidiary company;

(c) any person or entity with power of attorney; and/or

(d) any franchisor.

7. Exclusions

We do not cover any liability:

7.1 Advertising Injury

for **advertising injury**:

7.1.1 resulting from the publication or utterance of a libel, slander or defamation made at the **insured's** direction with knowledge of the falsity thereof.

7.1.2 resulting from failure of performance of contract but this exclusion shall not apply to claims for unauthorised appropriation of advertising ideas contrary to an implied contract.

7.1.3 resulting from any incorrect description of the **insured's products** or services.

7.1.4 resulting from any mistake in advertised price of the **insured's products** or services.

7.1.5 failure of the **insured's products** or services to conform with advertised performance, quality, fitness or durability.

7.1.6 incurred by any **insured** whose principal occupation or business is advertising, broadcasting, publishing or telecasting.

7.2 Aircraft and Hovercraft

for **personal injury** and/or **property damage** arising from the ownership, maintenance, operation or use by the **insured** of any:

7.2.1 **aircraft**.

7.2.2 **hovercraft**.

7.3 Aircraft Products

arising out of the **insured's products** that are **aircraft** or **aircraft** component parts used for maintaining an **aircraft** in flight or moving upon the ground or used in the construction of an **aircraft** hull or machinery which to the **insured's** knowledge are incorporated in an **aircraft**.

7.4 Asbestos

directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

7.5 Contractual Liability

which has been assumed by the **insured** under any contract or agreement that requires the **insured** to:

7.5.1 effect insurance over property, either real or personal.

7.5.2 assume liability for **personal Injury** and/or **property damage** regardless of fault; provided that this exclusion shall not apply with regard to:

(a) liabilities which would have been implied by law in the absence of such contract or agreement; or

(b) liabilities assumed under **incidental contracts**; or

(c) terms as to merchantability, quality, fitness or care implied by law or statute; or

(d) liabilities assumed under the contracts specifically designated in Item 7 of the **schedule** or in any Endorsement(s) to this **policy**.

7.6 Cyber and Data Total Liability Exclusion

directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

7.6.1 **cyber act** or **cyber incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident**; or

7.6.2 loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **data**, including any amount pertaining to the value of such **data**;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

7.6.3 In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

7.6.4 This exclusion supersedes any other wording in the **policy** or any endorsement thereto having a bearing on a **cyber act**, **cyber incident** or **data**, and, if in conflict with such wording, replaces it.

7.6.5 If **we** allege that by reason of this Exclusion 7.6 that loss sustained by the **insured** is not covered by this **policy**, the burden of proving the contrary shall be upon the **insured**.

7.7 Damage to Products

for **property damage** to any **products** where such damage is directly caused by a fault or defect in such **products**; but this exclusion shall be interpreted to apply with respect to damage to that part and only that part of such product to which the damage is directly attributable.

7.8 Defamation

resulting from the publication or utterance of a libel, slander or defamation:

7.8.1 made prior to the commencement of the **period of insurance**;

7.8.2 made at the direction of the **insured** with knowledge of the falsity thereof; or

7.8.3 where the principal occupation or business of the **insured** is advertising, broadcasting, publishing or telecasting.

7.9 Electronic Data

arising out of:

7.9.1 the communication, display, distribution or publication of **electronic data**; provided that this Exclusion 7.9.1 does not apply to **personal injury** and/or **advertising injury** arising therefrom;

7.9.2 the total or partial destruction, distortion, erasure, corruption, alteration, misrepresentation or misappropriation of **electronic data**;

7.9.3 error in creating, amending, entering, deleting or using **electronic data**; or

7.9.4 the total or partial inability or failure to receive, send, access or use **electronic data** for any time or at all;

from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur.

7.10 Employers Liability

7.10.1 for **bodily injury** to any **worker** in respect of which the **insured** is or would be entitled to indemnity under any policy of insurance, fund, scheme or self insurance pursuant to or required by any legislation relating to Workers' Compensation or Accident Compensation whether or not such policy, fund, scheme or self insurance has been effected.

Provided that this **policy** will respond to the extent that the **insured's** liability would not be covered under any such policy, fund, scheme or self insurance arrangement had the **insured** complied with the **insured's** obligations pursuant to such law.

7.10.2 imposed by:

(a) the provisions of any industrial award or agreement or determination or any contract of employment or workplace agreement where such liability would not have been imposed in the absence of such industrial award or agreement or determination or contract of employment or workplace agreement.

(b) any law relating to **employment practices**.

Notwithstanding Exclusion 7.5 (Contractual Liability), Exclusions 7.10.1 and 7.10.2 shall not apply with respect to liability of others assumed by the **named insured** under a written contract or agreement.

For the purpose of Exclusions 7.10.1 and 7.10.2 only:

7.10.3 the term **'worker'** means any person employed, or deemed to be employed, by the **insured** pursuant to any Workers' Compensation or Accident Compensation Law. However, voluntary workers, secondees and work experience students (if any) shall not be deemed to be the **insured's** workers.

7.10.4 the term **'bodily injury'** means bodily injury, death, sickness, disease, disability, shock, fright, mental anguish and/or mental injury, including loss of consortium or services resulting therefrom.

7.11 Faulty Workmanship

for the cost of performing, completing, correcting or improving any work undertaken by the **insured**.

7.12 Fines, Penalties, Punitive, Exemplary or Aggravated Damages

for any fines, penalties, punitive, exemplary or aggravated damages.

7.13 Liquidated Damages

arising out of liquidated damages clauses, penalty clauses or performance warranties except to the extent that such liability would have attached in the absence of such clauses or warranties.

7.14 Loss of Use

for the loss of use of tangible property, which has not been physically lost, destroyed or damaged, resulting from:

7.14.1 a delay in or lack of performance by or on behalf of the **insured** of any contract or agreement; or

7.14.2 failure of any **products** or work performed by or on behalf of the **insured** to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by the **insured**; but this Exclusion 7.14.2 shall not apply to the **insured's** liability for loss of use of other tangible property resulting from sudden and accidental physical loss, destruction of or damage to any **products** or work performed by or on behalf of the **insured** after such **products** or work have been put to use by any person or organisation other than the **insured**.

7.15 Pollution

7.15.1 for **personal injury** and/or **property damage** directly or indirectly caused by or arising out of the discharge, dispersal, release, seepage, migration or escape of **pollutants** into or upon land, the atmosphere or any water course or body of water.

7.15.2 for any costs and expenses incurred in preventing the discharge, dispersal, release, seepage, migration or escape of, or, testing and monitoring for, containing, removing, nullifying, or cleaning up of, **pollutants**.

Provided that, with respect to any such liability which may be incurred anywhere other than **North America**, Exclusions 7.15.1 and 7.15.2 shall not apply where such discharge, dispersal, release, seepage, migration or escape is caused by a sudden, identifiable, unintended and unexpected event from the **insured's** standpoint which takes place in its entirety at a specific time and place.

7.16 Product Guarantee

for any **products** warranty or guarantee given by or on behalf of the **insured**, but this exclusion shall not apply to the requirements of any legislation as to product safety and information.

7.17 Product Recall

for damages, costs or expenses arising out of the withdrawal, recall, inspection, repair, reconditioning, modification, reinstallation, replacement or loss of use of any **products** where such **products** are withdrawn or recalled from the market or from use by the **named insured** because of any known, alleged or suspected defect or deficiency in such **products**.

7.18 Professional Liability

arising out of any breach of duty owed in a professional capacity by the **insured** and/or any person(s) for whose breaches the **insured** may be held legally liable, but this exclusion shall not apply to claims:

7.18.1 arising out of the rendering of or failure to render professional medical advice by **medical persons** employed by the **insured** to provide first aid and other medical services on the **insured's** premises.

7.18.2 arising out of **personal injury** and/or **property damage**.

7.18.3 arising out of advice given in respect of the use or storage of the **insured's products**.

7.19 Property in the Insured's Physical or Legal Control

for **property damage** to property in the **insured's** physical or legal control; but this exclusion shall not apply with regard to:

7.19.1 premises or part(s) of premises (including their contents) leased, hired or rented to, or temporarily occupied by, the **insured** for the purpose of the **business**, provided the liability does not arise from the **insured's** failure to insure the premises or property as required in the lease, hire or rental agreement.

7.19.2 (a) premises (and/or their contents) temporarily occupied by the **insured** for the purpose of carrying out work in connection with the **business**; or

(b) any other property temporarily in the **insured's** possession for the purpose of being worked upon;

but no indemnity is granted for **property damage** to that part of any property upon which the **insured** is or has been working if the **property damage** arises solely out of such work.

7.19.3 any **vehicle** (including its contents, spare parts and accessories while they are in or on such **vehicle**) not belonging to or used by the **insured**, whilst any such **vehicle** is in a car park owned or operated by the **insured**; provided that the **insured** does not operate the car park for reward, as a principal part of the **insured's business**.

7.19.4 personal property, tools and effects belonging to any of the **insured's** directors, partners, proprietors, officers, executives or employees, or the clothing and personal effects of any of the **insured's** visitors.

7.19.5 notwithstanding Exclusion 7.5 (Contractual Liability), any property (except property that the **insured** owns) not mentioned in clauses 7.19.1 to 7.19.4 above whilst in the **insured's** physical or legal control whether or not the **insured** has accepted or assumed legal liability for such property. Provided that **our** liability under this clause 7.19.5 shall not exceed **$250,000** in respect of any one claim or series of claims arising out of any one **occurrence**.

7.20 Property Owned by the Insured

for **property damage** to property owned by the **insured**.

7.21 Radioactivity

directly or indirectly caused by, contributing to by or arising from radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

Provided that Exclusion 7.21 shall not apply to liability arising from radio-isotopes, radium or radium compounds when used away from the place where such are made or produced and when used exclusively incidental to ordinary industrial, educational, medical or research pursuits.

7.22 Terrorism

for loss, damage, liability, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with:

7.22.1 any **act of terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss; or

7.22.2 any action taken in controlling, preventing, suppressing or in any way relating to any **act of terrorism**.

7.23 Underground Services

in respect of **property damage** to underground pipes and cables unless the appropriate authorities have been consulted by the **insured** or any person acting on behalf of the insured prior to work commencing and details have been obtained from them as to the position of such underground pipes and cables together with their supports and fittings.

7.24 Vehicles

for **personal injury** and/or **property damage** arising out of the ownership, possession or use by the **insured** of any **vehicle**:

7.24.1 which is registered or which is required under any legislation to be registered; or

7.24.2 in respect of which compulsory liability insurance or statutory indemnity is required by virtue of legislation (whether or not that insurance is effected);

but Exclusions 7.24.1 and 7.24.2 shall not apply to:

7.24.3 **personal injury** where:

(a) that compulsory liability insurance or statutory indemnity does not provide indemnity; and

(b) the reason or reasons why that compulsory liability or statutory indemnity does not provide indemnity do not involve a breach by the **insured** of legislation relating to vehicles.

7.24.4 any **vehicle** (including any tool, implement, machinery or plant forming part of or attached to or used in connection with such **vehicle**) whilst being operated or used by or on behalf of the **insured** as a **tool of trade** at the **insured's** premises or on any **worksite**.

7.24.5 the delivery or collection of goods to or from any **vehicle**.

7.24.6 the loading or unloading of any **vehicle**;

7.24.7 any **vehicle** temporarily in the **insured's** custody or control for the purpose of parking.

7.24.8 **property damage** to any bridge, weighbridge or road, or anything beneath such bridge, weighbridge or road caused by the weight of any **vehicle** or of the load carried thereon.

7.25 War

directly or indirectly caused by, arising from or in any way connected with war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, 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.

7.26 Watercraft

for **personal injury** and/or **property damage** arising from the ownership, operation or use by the **insured** of any **watercraft** exceeding ten (10) metres in length, whilst such **watercraft** is on, in or under water.

Provided that Exclusion 7.26 shall not apply with regard to claims arising out of:

7.26.1 **watercraft** used in operations carried out by any independent contractor for whose conduct the **insured** may be held liable.

7.26.2 **watercraft** owned by others and used by the **insured** for business entertainment.

7.26.3 hand propelled or sailing craft exceeding ten (10) metres in length, whilst such craft is in territorial waters.

7.26.4 floating jetties or floating pontoons.

7.27 Welding and Allied Processes

caused by or arising directly or indirectly out of or in connection with non-compliance by the **insured** or by others working on behalf of the **insured** with all applicable Australian laws and standards (or any equivalent laws and standards outside Australia, but within the territorial limits) relating to welding and allied processes including, but not limited to, AS 1674.1-1997 'Safety in welding and allied processes - Fire precautions' published by Standards Australia and as amended or substituted from time to time.

8. Claims Conditions

This **policy** contains a number of Claims Conditions that the **insured** is required to comply with. If the **insured** does not comply with them **we** may be entitled under the *Insurance Contracts Act 1984* (Cth) and any other relevant legislation and regulation to:

- refuse to pay a claim in whole or in part that fairly represents the extent to which **our** interests are prejudiced as a result of the non-compliance; or
- refuse to pay a claim in whole or in part where the non-compliance has caused or contributed to all or some of the loss that is the subject of the claim.

8.1 Notification of Occurrence, Claim or Suit

The **insured** shall give:

8.1.1 written notice to **us**, as soon as reasonably practicable, of any claim made against the **insured** or any **occurrence** that may give rise to a claim being made against the **insured** and which is covered by this **policy**.

8.1.2 all such additional information that we may reasonably require and every demand, writ, summons, proceedings, impending prosecution or inquest and all documents relating to the claim or **occurrence** shall be forwarded to **us** as soon as practicable after they are received by the **insured**.

8.1.3 written notice (including facsimile transmission) must be given to us via the **insured's** insurance broker.

8.2 The Insured's duties in the event of an Occurrence, Claim or Suit

8.2.1 The **insured** shall not, without **our** prior written consent (which consent shall not be unreasonably withheld or delayed), make any admission, offer, promise or payment in connection with any **occurrence** or claim. If the **insured** does, **we** may be entitled to reduce or refuse the **insured's** claim to the extent that **we** are prejudiced.

8.2.2 The **insured** shall use the best endeavours to preserve all property, products, appliances, plant, and all other things which may assist in the investigation or defence of a claim or suit or in the exercise of rights of subrogation and, so far as is reasonably possible, no alteration or repair shall be effected without **our** prior written consent (which shall not be unreasonably withheld or delayed), except in order to prevent further **personal injury** and/or **property damage**, until **we** have had an opportunity of inspection. To ensure that the cover provided under this **policy** is not prejudiced, please contact **us** before effecting any alteration or repairs wherever possible.

8.2.3 The **insured** shall, when so requested, provide **us** with details of any other insurances current at the time of any **occurrence** and/or **personal injury** and/or **property damage** and/or **advertising injury** and covering any of the liability insured by this **policy**.

8.3 Our rights regarding Claims

8.3.1 Following the happening of any **occurrence** in respect of which a claim is, or may be, made under this **policy**, **we** shall have full discretion (having regard to the **insured's** interests and acting reasonably) in the conduct of any proceedings in connection with any claim, subject to the **insured's** right to be informed of the status of the proceedings and to be consulted where appropriate. The **insured** shall give such information and assistance that **we** may reasonably require in the prosecution, defence or settlement of any claim. **We** will only request information and assistance where relevant to handling the claim, and will explain why the information and assistance is required.

8.3.2 **We** may at any time pay to the **insured**, in respect of all claims against the **insured** arising directly or indirectly from one source or original cause:

(a) the amount of the **limit of liability** or such other amount specified in respect thereof (after deduction of any sum(s) already paid by **us**, which sum(s) would reduce the amount of **our** unfulfilled liability in respect thereof); or

(b) any lesser sum for which the claim(s) can be settled.

8.3.3 Upon making such payment **we** shall relinquish conduct and control of, and be under no further liability under this **policy**, in connection with such claim(s) except for Defence Costs and Supplementary Payments:

(a) recoverable from the **insured** in respect of the period prior to the date of such payment (whether or not pursuant to an order made subsequently); and/or

(b) incurred by **us**, or by the **insured** with **our** prior written consent (which consent shall not be unreasonably withheld or delayed), prior to the date of such payment.

8.4 Foreign Currency

All amounts referred to in this **policy** are in Australian Dollars. If the **insured** incurs liability to settle any claim for an amount stated in the local currency of any country or territory outside Australia, where an award is made or a settlement is agreed upon, the following rules will apply. The amount payable by **us** shall be the value of such award or settlement together with costs awarded or payable to any claimant converted to Australian Dollars at the cash rate of exchange published in the Australian Financial Review on the date the award was made or settlement was agreed upon; subject always to the applicable **limit of liability** or sub-limit of liability (as the case may be).

8.5 Goods and Services Tax (GST)

As part of the premium, **we** will charge the **insured** an amount on account of GST.

The **insured** must inform **us** of the extent to which there is an entitlement to an input tax credit for that GST amount each time that the **insured** notifies us of a claim under this **policy**. No payment will be made to the **insured** for any GST liability that the **insured** may incur on the settlement of a claim if the **insured** does not inform **us** of the **insured's** entitlement or correct entitlement to an input tax credit.

Despite the other terms of this **policy**, **our** liability to the **insured** will be calculated taking into account any input tax credit to which the **insured** is entitled for any acquisition which is relevant to the claim, or to which it would have been entitled had it made a relevant acquisition.

'GST', 'input tax credit', 'acquisition' and 'supply' have the meaning given in *A New Tax System (Goods and Services Tax) Act* 1999.

9. General Conditions

This **policy** contains a number of Claims Conditions that the **insured** is required to comply with. If the **insured** does not comply with them **we** may be entitled under the *Insurance Contracts Act 1984* (Cth) and any other relevant legislation and regulation to:

- refuse to pay a claim in whole or in part that fairly represents the extent to which **our** interests are prejudiced as a result of the non-compliance; or
- refuse to pay a claim in whole or in part where the non-compliance has caused or contributed to all or some of the loss that is the subject of the claim.

9.1 Adjustment of Premium

If the first premium or any renewal premium for this **policy** or any part thereof shall have been calculated on estimates provided by the **insured**, the **insured** shall keep an accurate record containing all particulars relative thereto and shall at all reasonable times allow **us** to inspect such record.

The **insured** shall, where requested by **us** after the expiry of each **period of insurance**, provide to us such particulars and information as **we** may require as soon as reasonably practicable. The premium for such **period of insurance** shall thereupon be adjusted and any difference paid by or allowed to the **insured**, as the case may be, subject to retention by **us** of any minimum premium that may have been agreed upon between **us** and the **insured** at inception or the last renewal date of this **policy**.

9.2 Alteration of Risk

Every change which substantially varies any of the material facts or circumstances existing at the commencement of each **period of insurance**, that shall come to the knowledge of the **insured's** officer responsible for insurance matters, shall be notified to **us** as soon as reasonably practicable thereafter. The **insured** shall (if so requested) pay such reasonable additional premium as **we** may require in order for **us** to cover the material change to the risk, having regard to the nature of the risk assessed by **us**. If **we** propose changes to the premium or terms of this **policy** which are unacceptable to the **insured**, the **insured** may cancel this **policy**.

9.3 Bankruptcy or Insolvency

In the event that the **insured** should become bankrupt or insolvent, **we** shall not be relieved thereby of the payment of any claims hereunder because of such bankruptcy or insolvency.

9.4 Cancellation

9.4.1 Subject to General Condition 9.9 (Severability and Cross Liability), **we** may cancel this **policy** at **our** discretion in accordance with the provisions of the *Insurance Contracts Act 1984* (Cth).

Such cancellation shall take effect at the earlier of the following times:

(a) the time when another policy of insurance between **us** and the **insured** or between some other insurer and the **insured**, being a policy that is intended by the **insured** to replace this **policy**, is entered into; or

(b) at 4.00 pm on the thirtieth (30th) business day after the day on which notification was given to the **insured**.

9.4.2 The **insured** may cancel this **policy** at any time in writing to About Underwriting at the address shown below.

9.4.3 In the event of cancellation of this **policy** by either party, the **insured** shall be entitled to a pro rata refund of premium subject to any minimum and deposit premium.

If the premium is subject to adjustment, cancellation will not affect the **insured's** obligation to supply **us** with such information as is necessary to permit the premium adjustment to be calculated.

9.4.4 All requests for cancellation must be sent to:

info@aboutunderwriting.com.au

9.4.5 If there have been any claims made under this **policy** no refund of premium shall be given.

9.5 Inspection and Audit

We shall be permitted, but not obligated, to inspect the **insured's** premises and operations at any reasonable time. Neither our right to make inspections, nor **our** failure to make inspections, nor the making of inspections, nor any report of an inspection shall constitute an undertaking, on behalf of or for the benefit of the **insured** or others, to determine or warrant that such premises or operations are safe or healthful or are in compliance with any law, rule or regulation.

We may examine and audit the **insured's** books and records at any reasonable time during the currency of this **policy** or any extensions thereof and within three (3) years after the final termination of this **policy**, as far as they relate to the subject matter of this insurance.

9.6 Governing Law

This contract of insurance shall be governed by and construed in accordance with the laws of Australia and the States and Territories thereof. Each party agrees to submit to the jurisdiction of any Court of competent jurisdiction in a State or Territory of Australia and to comply with all requirements necessary to give such Court jurisdiction. All disputes arising under this **policy** shall be determined in accordance with the law and practice of such Court.

9.7 Reasonable Precautions

The **insured** shall as far as reasonably practicable:

9.7.1 exercise reasonable care that only competent employees are employed and take reasonable measures to maintain all premises, fittings and plant in sound condition.

9.7.2 take all reasonable precautions to:

(a) to prevent **personal injury** and/or **property damage** and/or **advertising injury**.

(b) to prevent the manufacture, sale or supply of defective **products**.

(c) to comply with all statutory obligations, by-laws or regulations imposed by any public authority for the safety of persons or property.

9.7.3 at the **insured's** own expense take reasonable action to trace, recall or modify any **products** containing any defect or deficiency which defect or deficiency the **insured** has knowledge of or has reason to suspect.

9.8 Release

Where the **named insured** is required by contractual agreement to release any Government or Public or Local Authority or other Statutory Authority or any landlord from liability in respect of loss, destruction or damage or legal liability insured against under this **policy**, such release is allowed without prejudice to this insurance.

Notwithstanding General Condition 9.10 (Subrogation and Allocation of the Proceeds of Recoveries), **we** agree to waive all **our** rights of subrogation against any such Authority or landlord in the event of any **occurrence** for which a claim for indemnity may be made under this **policy**.

9.9 Severability and Cross Liability

This **policy**, including any amendment, renewal or variation or endorsement to or of it, shall be construed as if each person or entity entitled to claim on it, whether a party to the contract or not had made a proposal, application or request for this **policy**, or amendment, or renewal, or variation or endorsement, in respect of their interest only.

Further any information or knowledge possessed by such person or entity, whether possessed before or after the contract was entered into, shall not be imputed to any other person or entity.

We will not seek any relief whatsoever (including cancellation of this **policy**) for non-disclosure or misrepresentation or both against a person or entity entitled to claim under this **policy** unless we would have been entitled to that relief had the person or entity claiming been the only person or entity covered by this **policy**.

Further neither the inclusion of more than one **insured** under this **policy** nor any act, omission, breach or default by an **insured** shall in any way affect the rights of any other **insured**, it being intended that this **policy** should be construed as if a separate contract of insurance had been entered into by each **insured**; but not so as to increase our **limits of liability** under this **policy**.

9.10 Subrogation and Allocation of the Proceeds of Recoveries

Subject to General Condition 9.11 (Subrogation Waiver), any corporation, organisation or person insured under this **policy** shall, at **our** request and at **our** expense, do and concur in doing and permit to be done all such acts and things that may be necessary or may reasonably be required by **us** for the purpose of enforcing any rights and remedies, or for obtaining relief or indemnity from any other organisation(s) or person(s), to which **we** shall be or would become entitled upon **us** paying for or indemnifying the **insured** in respect of legal liability under this insurance. **We** will only request assistance from the **insured** which is relevant to handling the claim and **we** will explain why the assistance is required.

Any sums recovered following a payment or payments under this **policy** shall be distributed in the following order:

9.10.1 the costs incurred in the course of such recovery, whether to the **insured** or to **us**;

9.10.2 to the **insured** in respect of any amount by which the amount of the **insured's** legal liability exceeds the applicable **limit of liability** or sub-limit of liability (as the case may be);

9.10.3 to **us** to the extent of the amount of any legal liability paid or payable; and

9.10.4 the **insured** for the amount of any **deductible** applicable.

9.11 Subrogation Waiver

Notwithstanding General Condition 9.10 (Subrogation and Allocation of the Proceeds of Recoveries), **we** hereby agree to waive all **our** rights of subrogation under this **policy** against:

9.11.1 each of the parties described under Definition 10.16 (**insured**).

9.11.2 any corporation, organisation or person which or who owns or controls the majority of the capital stock of any corporation or organisation to which or to whom protection is afforded under this **policy**. Where such corporation, organisation or person is protected from liability insured against hereunder by any other policy of indemnity or insurance, **our** right of subrogation is not waived to the extent and up to the amount of such other policy.

9.12 Interpretation

In this **policy**, unless the context otherwise requires:

9.12.1 words and expressions in the singular shall be deemed to include the plural and vice versa.

9.12.2 any word or expression which is given a specific meaning in this **policy** will appear in bold typeface, is defined, and will have that meaning wherever it may appear.

9.12.3 words depicting any gender include reference to all other genders.

9.12.4 all references to specific legislation include amendments to and re-enactments of such legislation.

9.13 Headings

Headings have been included for ease of reference and it is understood and agreed that the terms and Conditions of this **policy** are not to be construed or interpreted by reference to such headings.

9.14 Service of Suit

We agree that:

9.14.1 if a dispute arises under this **policy**, this **policy** will be subject to Australian law and practice and **we** will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;

9.14.2 any summons notice or process to be served upon **us** may be served upon:

Lloyd's Underwriters' General Representative in Australia
Post: PO Box R1745
Royal Exchange NSW 1225
Email: serviceofsuitaus@lloyds.com

who has authority to accept service on **our** behalf;

9.14.3 if a suit is instituted against **us**, all Underwriters participating in this **policy** will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this policy **notice** should be given as soon as possible to:

claims@aboutunderwriting.com.au
Attention: Claims Manager
About Underwriting Pty Ltd
PO Box 16106
Collins Street West, Melbourne, VIC 8007
03 9998 9080

9.15 Sanctions Regulation

Notwithstanding any other terms or conditions under this **policy**, **we** shall not be deemed to provide coverage and will not make any payments nor provide any service or benefit to any **insured** or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of the **insured** would violate any applicable trade or economic sanctions, law or regulation.

9.16 General Insurance Code of Practice and Complaints and Disputes

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ("the Code"), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit www.codeofpractice.com.au.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code Governance Committee (CGC) go to www.insurancecode.org.au

Complaints and Disputes

If you have any concerns or wish to make a complaint in relation to this policy, **our** services or your insurance claim, please let **us** know and **we** will attempt to resolve your concerns in accordance with **our** Internal Dispute Resolution procedure. Please contact About Underwriting in the first instance:

Complaints Manager
About Underwriting Pty Ltd
complaints@aboutunderwriting.com.au
03 9998 9080

We will acknowledge receipt of your complaint and do **our** utmost to resolve the complaint to your satisfaction within 10 business days.

If **we** cannot resolve your complaint to your satisfaction, **we** will escalate your matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited
Email: idraustralia@lloyds.com
Telephone: (02) 8298 0783
Post: PO Box R1745
Royal Exchange NSW 1225

A final decision will be provided to you within 30 calendar days of the date on which you first made the complaint unless certain exceptions apply.

You may refer your complaint to the Australian Financial Complaints Authority (AFCA), if your complaint is not resolved to your satisfaction within 30 calendar days of the date on which you first made the complaint or at any time. AFCA can be contacted as follows:

Australian Financial Complaints Authority
Phone: 1800 931 678
Fax: (03) 9613 6399
Email: info@afca.org.au
Website: https://www.afca.org.au
Post: GPO Box 3, Melbourne, VIC 3001

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If your complaint is not eligible for consideration by AFCA, you may be referred to the Financial Ombudsman Service (UK) or you can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to you.

10. Definitions

For the purpose of determining the cover provided by this **policy**:

10.1 "act of terrorism"

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

10.2 "advertising injury"

means injury arising out of any:

10.2.1 libel, slander or defamation;

10.2.2 breach of the misleading or deceptive conduct provisions of any Australian consumer protection legislation or any similar legislation of any country, state or territory;

10.2.3 any infringement of copyright or passing off of title or slogan;

10.2.4 unfair competition, piracy, misappropriation of advertising ideas or style of doing business; or

10.2.5 invasion of privacy;

committed or alleged to have been committed during the **period of insurance** in any advertisement, publicity article, broadcast, telecast or via the internet or other forms of electronic communication, and caused by or arising out of the **insured's** advertising activities.

10.3 "aircraft"

means any craft or object designed to travel through air or space, other than model aircraft or unmanned inflatable balloons used for advertising or promotional purposes.

10.4 "business"

means the business as described in Item 4 of the **schedule** and/or as further described in any more specific underwriting information provided to **us**, at the time when this insurance was proposed to **us** or at the time of any renewal of this **policy**, and shall also include:

10.4.1 any prior operations or activities which have ceased or have been disposed of but where the **insured** retains a legal liability.

10.4.2 the ownership of premises and/or the tenancy thereof by the **insured**.

10.4.3 the maintenance and repair of premises or facilities belonging to the **insured**.

10.4.4 the attendance at and/or participation in any trade fair, show, exhibition or conference by or on behalf of the **insured**.

10.4.5 the hire or loan of plant and/or equipment to other parties.

10.4.6 conducted tours of the **insured's** premises.

10.4.7 the provision of any sponsorships, charities, galas, first aid, medical, ambulance, fire fighting or security services by or on behalf of the **insured**.

10.4.8 private work undertaken by the **insured's** employees for any of the **insured's** directors, partners, proprietors, officers or executives.

10.4.9 the provision and/or management of any canteen, social and/or sporting clubs or educational, welfare and/or child care facilities by or on behalf of the **insured**, which are primarily for the benefit of the **insured's** employees.

10.5 "compensation"

means monies paid or agreed to be paid by judgment, award or settlement in respect of **personal injury** and/or **property damage** and/or **advertising injury**.

Provided that such **compensation** is only payable in respect of an **occurrence** to which this insurance applies.

10.6 "computer system"

means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

10.7 "cyber act"

means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer system**.

10.8 "cyber incident"

means:

10.8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**; or

10.8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**.

10.9 "data"

means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **computer system.**

10.10 "deductible"

means the first amount that the **insured** must contribute in respect of each claim or series of claims arising out of any one **occurrence**.

Should more than one **deductible** apply under this **policy** for any claim or series of claims arising out of the one **occurrence** such **deductibles** shall not be aggregated and only the single highest level of **deductible** shall apply.

Costs **we** incur to determine indemnity under this **policy** are to be incurred by **us** and will not form part of the **deductible** which is payable by the **insured**.

The **deductible(s)** applicable to this insurance appear in Item 6 of the **schedule**.

The **deductible(s)** apply to all amounts for which **we** will be liable, including the indemnity provided by clause 3 (Defence Costs and Supplementary Payments).

10.11 "electronic data"

means 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 programmes, software and other coded instruction for such equipment.

10.12 "employment practices"

means any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, sexual harassment or discrimination in respect of employment by the **insured**.

10.13 "general liability"

means the **insured's** legal liability in respect of **personal injury** and/or **property damage** and/or **advertising injury** happening in connection with the **business** and caused by or arising out of an **occurrence** other than **products liability**.

10.14 "hovercraft"

means any vessel, craft or thing made or intended to transport persons or property over land or water supported on a cushion.

10.15 "incidental contracts"

means:

10.15.1 any written rental and/or lease and/or hiring agreement of real and/or personal property, other than with respect to any term or condition contained in such rental, lease or hiring agreement that requires the **insured** to insure such property;

10.15.2 any written contract with any authority or entity responsible for the supply of electricity, fuel, gas, natural gas, air, steam, water, sewerage reticulation control systems, waste disposal facilities, telephone and communication services or other essential services, except those contracts in connection with work done for such authorities or entities;

10.15.3 any written contract with any railway authority for the loading, unloading and/or transport of **products**, including contracts relating to the operation of railway sidings; and

10.15.4 those contracts designated in Item 7 of the **schedule**.

10.16 "insured"

Each of the following is an **insured** to the extent specified below:

10.16.1 the **named insured**.

10.16.2 every past, present or future director, shareholder, partner, proprietor, officer, executive, employee or volunteer of the **named insured** (including the spouse or any family member of any such person while accompanying such person on any commercial trip or function in connection with the business) while such persons are acting for or on behalf of the **named insured** and/or within the scope of their duties in such capacities.

10.16.3 any employee superannuation fund or pension scheme managed by or on behalf of the **named insured**, and the trustees and the directors of the trustee of any such employee superannuation fund or pension scheme which is not administered by corporate fund managers.

10.16.4 every principal in respect of the principal's liability arising out of:

(a) the performance by or on behalf of the **named insured** of any contract or agreement for the performance of work for such principal, but only to the extent required by such contract or agreement and in any event only for such coverage and **limits of liability** as are provided by this **policy**.

(b) any **products** sold or supplied by the **named insured**, but only in respect of the **named insured's** own acts, errors or omissions in connection with such **products** and in any event only for such coverage and **limits of liability** as are provided by this **policy**.

10.16.5 every person, corporation, organisation, trustee or estate to whom or to which the **named insured** is obligated by reason of any law, agreement or permit (whether written or implied) to provide insurance such as is afforded by this **policy**, but only to the extent required by such law, agreement or permit and in any event only for such coverage and **limits of liability** as are provided by this **policy**.

10.16.6 every officer, member, employee or voluntary helper of the **named insured's** canteen, social and/or sporting clubs, first aid, medical, ambulance, fire fighting or security services, charities, educational, welfare and/or child care facilities, while acting in their respective capacities as such.

10.16.7 any director, partner, proprietor, officer or executive of the **named insured** in respect of private work undertaken by the **named insured's** employees for such person and any employee whilst actually undertaking such work.

10.16.8 the estates, legal representatives, heirs or assigns of:

(a) any deceased or insolvent persons; or

(b) persons who are unable to manage their own affairs by reason of mental disorder or incapacity;

who would otherwise be indemnified by this **policy**, but only in respect of liability incurred by such persons as described in clauses 10.16.8 (a) and 10.16.8 (b) above.

10.16.9 any joint venture companies and partnerships to whom the **named insured** is obligated by virtue of any contract or agreement to provide insurance such as is afforded by this **policy**; but only to the extent required by such contract or agreement and in any event only for such coverage and **limits of liability** as are provided by this **policy**.

10.17 "limits of liability"

means the limits of liability specified in Items 5.1 and 5.2 of the **schedule**.

10.18 "medical persons"

includes, but is not limited to, medical practitioners, medical nurses, dentists and first aid attendants.

10.19 "named insured"

means the persons, organisations or entities specified in Item 3 of the **schedule**.

The **named insured** also includes:

10.19.1 all existing subsidiary and/or controlled corporations (including subsidiaries thereof) of the **named insured** and/or any other organisations under the control of the **named insured**;

10.19.2 all subsidiary and/or controlled corporations (including subsidiaries thereof) of the **named insured** and/or any other organisations under the control of the **named insured** which are constituted or acquired by the **named insured** during the **period of insurance**; and

10.19.3 every subsidiary and/or controlled corporation and/or other organisation of the **named insured** which is divested during the **period of insurance**, but only in respect of claims made against such divested subsidiary or controlled corporation or organisation caused by or arising out of **occurrences** insured against by this **policy**, which occurred prior to the date of divestment.

10.20 "North America"

means:

10.20.1 the United States of America and the Dominion of Canada;

10.20.2 any state, territory or protectorate incorporated in, or administered by, the United States of America or the Dominion of Canada; and

10.20.3 any country or territory subject to the laws of the United States of America or the Dominion of Canada.

10.21 "occurrence"

means an event, including continuous or repeated exposure to substantially the same general conditions, which results in **personal injury** and/or **property damage** and/or **advertising injury** that is neither expected nor intended (except for the matters set out in clause 10.23.6) from the standpoint of the **insured**.
With respect to **personal injury** and/or **property damage**, all events of a series consequent upon or attributable to one source or original cause shall be deemed to be one **occurrence**.

All **advertising injury** arising out of the same injurious material or act (regardless of the frequency or repetition thereof, the number and kind of media used, or the number of claimants) shall be deemed to be one **occurrence**.

10.22 "period of insurance"

means the period of insurance specified in Item 1 of the **schedule** and any extension thereof which may be agreed in writing between the **insured** and **us**.

10.23 "personal injury"

means:

10.23.1 bodily injury, death, sickness, disease, disability, shock, fright, mental anguish and/or mental injury, including loss of consortium or services resulting therefrom;

10.23.2 false arrest, false imprisonment, wrongful detention, malicious prosecution or humiliation;

10.23.3 wrongful entry upon, wrongful eviction from or other invasion of right to private occupancy of property;

10.23.4 libel, slander or defamation or invasion of privacy, unless arising out of **advertising injury**;

10.23.5 discrimination as a result of race, religion, sex, marital status, age, intellectual impairment, disability or otherwise (unless insurance thereof is prohibited by law) not committed by or at the intentional direction of the **insured**, but only with respect to liability other than fines and penalties imposed by law; and/or

10.23.6 assault and battery not committed by or at the direction of the **insured's**, unless committed for the purpose of preventing or eliminating danger to persons or property.

10.24 "policy"

means the contract of insurance between **us** and the **insured** which comprises this policy wording, the **schedule** issued by **us** (including any subsequent or amended version of that schedule) and any endorsement or document issued by **us** varying coverage.

10.25 "pollutants"

means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapours, soot, fumes, acids, alkalis, chemicals and waste material. 'Waste material' includes materials that are intended to be recycled, reconditioned or reclaimed.

10.26 "products"

means any commodity, article or thing (after it has ceased to be in the physical possession or under the control of the **insured**) which is or is deemed (whether by law or otherwise) to have been manufactured, constructed, erected, assembled, installed, grown, extracted, produced or processed, treated, altered, modified, repaired, renovated, worked upon, serviced, cleaned, bottled, labelled, handled, sold, supplied, re-supplied or distributed, imported, exported by or on behalf of the **insured** (including the **insured's** predecessors in the **business**), including any packaging or containers, designs, formulae or specifications thereof and directions, markings, instructions, advice or warnings given or omitted to be given in connection with such **products** and any other thing the **insured** is deemed to have manufactured in the course of the **business** including discontinued products.

Provided always that for the purpose of this insurance the term **"products"** shall not be deemed to include:

10.26.1 food and beverages supplied by or on behalf the **insured** primarily to the **insured's** employees as a staff benefit;

10.26.2 any vending machine or any other property rented to or located for use of others but not sold by the **insured**;

and any claims made against the insured in respect of **personal injury** and/or **property damage** arising out of any **occurrence** in connection with 10.26.1 and 10.26.2 shall be regarded as **general liability** claims hereunder.

10.27 "products liability"

means the **insured's** legal liability in respect of **personal injury** and/or **property damage** caused by or arising out of any **products** or the reliance upon a representation or warranty made at any time with respect to such **products**; but only where such **personal injury** and/or **property damage** occurs away from premises owned or leased by or rented to the **insured** and after physical possession of such **products** has been relinquished to others.

10.28 "property damage"

means:

10.28.1 physical loss, destruction of or damage to tangible property, including the loss of use thereof at any time resulting therefrom; and/or

10.28.2 loss of use of tangible property which has not been physically lost, destroyed or damaged; provided that such loss of use is caused by or arises out of an **occurrence**.

10.29 "schedule"

means the Certificate of Insurance attaching to and forming part of this **policy** (including any subsequent or amended version of the Certificate of Insurance) issued by **us**.

10.30 "territorial limits"

means:

10.30.1 anywhere in the World except **North America**, North Korea, Iran and Cuba.

10.30.2 **North America**, but only with respect to:

(a) overseas business visits by any of the **insured's** directors, partners, officers, executives or employees, who are non-resident in **North America**, but not where they perform manual work in **North America**.

(b) **products** exported to **North America** without the **insured's** knowledge.

10.31 "tool of trade"

means a **vehicle** that has tools, implements, machinery or plant attached to or towed by the **vehicle** and is being used by the **insured** at the **insured's** premises or on any **worksite**. **Tool of trade** does not include any **vehicle** whilst travelling to or from a **worksite** or vehicles that are used to carry goods to or from any premises.

10.32 “vehicle”

means any type of machine on wheels or on self-laid tracks made or intended to be propelled by other than manual or animal power and any trailer or other attachment to be utilised in conjunction with or drawn by any such machine.

10.33 “watercraft”

means any vessel, craft or thing made or intended to float on or in or travel on or through water, other than model boats.

10.34 “we, our, us”

means About Underwriting Pty Ltd ACN 608 848 479 AFSL 483210, as agent of the Underwriters referred to in the **schedule**.

10.35 “worksite”

means any premises or site where any work is performed for and/or in connection with the **business** together with all areas surrounding such premises or site and/or all areas in between such premises or site that the **insured** shall use in connection with such work.