



# **GENERAL & PRODUCTS LIABILITY**

## **INSURANCE POLICY**

## **About Austbrokers**

The Policy is distributed by insurance brokers from the Austbrokers Network who are licensed Partners of AUB Group Limited ABN 60 000 000 715.

The Austbrokers Network was established in 1985 to give individual insurance brokers the opportunity to enjoy the benefits of a larger group, yet still maintain that all important feel of independence. With a total turnover of over \$2.6 billion in general insurance premiums the Austbrokers Network ranks within the top general insurance broking groups in Australia.

AUB Group Limited ("Austbrokers") has entered into an arrangement with CGU to develop financial products and services that are distributed by Austbrokers Partners.

For further information about Austbrokers Network please visit [www.aubgroup.com.au](http://www.aubgroup.com.au)

## **Important information about Austbrokers' advice**

Any advice Austbrokers gives about this Policy does not take into account any of Your particular objectives, financial situation or needs. For this reason, before You act on Austbrokers advice, You should consider the appropriateness of the advice taking into account Your own objectives, financial situation and needs. Before You make any decisions about whether to acquire this Policy we recommend You should read this Policy.

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# About This Booklet

This booklet contains two separate parts: Important Information and the Policy Terms and Conditions.

## Important information

This part of the booklet contains information You need to know before You take out a Policy. Please read it carefully before taking out this insurance.

## Policy terms and conditions

The Policy part of this booklet contains the Policy Terms and Conditions, which detail all the terms, conditions and exclusions relating to the Policy. It forms part of Your legal contract with Us.

If We issue You with an insurance Policy, You will be given a Policy Schedule. The Policy Schedule sets out the specific terms applicable to Your cover and should be read together with the Policy Terms and Conditions.

The Policy Terms and Conditions and the Policy Schedule We send to You form Your legal contract with Us so please keep them in a safe place for future reference.

If You require further information about this product, please contact Your intermediary.

# Important Information

## Who is the insurer

Insurance Australia Limited trading as CGU Insurance is the Insurer. Our Australian Business Number is 11 000 016 722. Our Australian Financial Services Licence Number is 227681. In this Policy, the Insurer is also referred to as 'We', 'Our' or 'Us'.

## How to contact Us

You may contact Us by any of the following ways:

- In person at any CGU Insurance office
- By telephone on 13 15 32
- By writing to Us at CGU Insurance, GPO Box 9902 in Your capital city
- By email on Our website [www.cgu.com.au](http://www.cgu.com.au)

## How to apply for insurance

Complete Our application form. If We accept Your application for insurance, You will receive a Policy Schedule that sets out the details of the insurance You have taken out.

## How to make a claim

When something happens that You believe You can claim for, please contact Us or Your intermediary. Details about making a claim are shown in the Policy under '9. Claims'.

## How CGU protects Your privacy

We use information provided by Our customers to allow Us to offer Our products and services. This means We may need to collect Your personal information, and sometimes sensitive information about You as well (for example, health information for travel insurance). We will collect this information directly from You where possible, but there may be occasions when We collect this information from someone else.

CGU will only use Your information for the purposes for which it was collected, other related purposes and as permitted or required by law. You may choose not to give Us Your information, but this may affect Our ability to provide You with insurance cover.

We may share this information with companies within Our group, government and law enforcement bodies if required by law and others who provide services to Us or on Our behalf, some of which may be located outside of Australia.

For more details on how We collect, store, use and disclose Your information, please read Our Privacy Policy located at [www.cgu.com.au/privacy](http://www.cgu.com.au/privacy). Alternatively, contact Us at [privacy@cgu.com.au](mailto:privacy@cgu.com.au) or 13 15 32 and We will send You a copy. We recommend that You obtain a copy of this policy and read it carefully.

By applying for, using or renewing any of Our products or services, or providing Us with Your information, You agree to this information being collected, held, used and disclosed as set out in this policy.

Our Privacy Policy also contains information about how You can access and seek correction of Your information, complain about a breach of the privacy law, and how We will deal with Your complaint.

## Interest on unallocated premium

If We are unable to issue Your insurance when We receive Your application, We are required to hold Your Premium in a trust account on Your behalf until Your insurance can be issued. We will retain any interest payable by Our bank to meet, among other things, bank fees and other bank costs We incur in operating the account.

## The General Insurance Code of Practice

We proudly support the General Insurance Code of Practice (Code). The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

The objectives of the Code are:

- to commit Us to high standards of service
- to promote better, more-informed relations between Us and You
- to maintain and promote trust and confidence in the general insurance industry
- to provide fair and effective mechanisms for resolving complaints You make about Us, and
- to promote continuous improvement of the general insurance industry through education and training.

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code.

### Our commitment to You

We have adopted and support the Code and are committed to complying with it.

Please contact Us if You would like more information about the Code or the Code Governance Committee.

## Claims made and notified basis of coverage

Optional Additional Benefit 7.1 – 'Errors or Omissions Coverage in Connection with Your Products' is issued on a 'claims made and notified' basis. This means that coverage under this Optional Additional Benefit only responds to:

- a) claims first made against You during the Period of Insurance and notified to Us during the Period of Insurance, provided that You were not aware at any time prior to the Policy inception of circumstances which would have put a reasonable person in Your position of notice that a claim may be made against You; and
- b) written notification of facts pursuant to section 40 (3) of the Insurance Contracts Act 1984 (Cth). The facts that You may decide to notify, are those which might give rise to a claim against You. Such notification must be given as soon as reasonably practicable after You have become aware of the facts and prior to the Policy period expiring. If You have given written notification of the facts the Policy will respond even though a claim arising from those facts is made against You after the Policy has expired. For Your information section 40 (3) is set out below:

'Where the insured gave notice in writing to the insurer of facts that might give rise to a claim against the insured as soon as was reasonably practicable after the insured became aware of those facts but before the insurance cover provided by the contract expired, the insurer is not relieved of liability under the contract in respect of the claim, when made, by reason only that it was made after the expiration of the period of the insurance cover provided by the contract.'

When the Period of Insurance expires, no new notification of facts can be made on the expired Policy even though the event giving rise to the claim against You may have occurred during the Period of Insurance.

## How to resolve a complaint or dispute

CGU Insurance is proud of its service standards and supports the General Insurance Code of Practice. In an unlikely event that You are not satisfied with the way in which We have dealt with You, as part of Our commitment to customer service, We have an internal dispute resolution process in place to deal with any complaint You may have.

Please contact Your nearest CGU Insurance office if You have a complaint, including if You are not satisfied with any of the following:

- one of Our products;
- Our service;
- the service of Our authorised representatives, loss adjusters or investigators; or
- Our decision on Your claim.

Our staff will help You in any way they can. If they are unable to satisfy Your concerns, they will refer the matter to their supervisor or manager. If the manager cannot resolve the matter, the manager will escalate the matter to Our Internal Dispute Resolution Department.

## Your duty of disclosure

### What You need to tell Us

You must tell Us everything that You know, or should know, could affect Our decision to insure You and/or the terms on which We insure You. You must do this when You apply for a Policy, when You renew Your Policy and when You change or reinstate Your Policy. When We ask You specific questions, You must answer these questions truthfully and in a way that a reasonable person in the circumstances would answer them. It is important that every person who will be insured by the Policy answers all questions in this way. These requirements are part of the Insurance Contracts Act 1984 (Cth).

### What You do not need to tell Us

You do not need to tell Us anything that:

- reduces Our risk.
- is of common knowledge.
- We know, or as an insurer should already know.
- We tell You that We do not want to know.

### What will happen if You do not tell Us

If You withhold relevant information or You do not answer Our questions in the way We have described, We can reduce the amount We pay for Your claim to the extent We are prejudiced by Your noncompliance, or We can cancel Your Policy if We would not have issued You cover on the same terms had You complied with Your duty of disclosure. If Your failure to tell Us is fraudulent, or Your answers are untruthful, We can treat Your Policy as if it never existed.

The course of action We take if You fail to tell Us something will be considered in each circumstance based on what impact or effect Your failure caused or contributed to a claim or Our decision to issue Your Policy.

## Intermediary remuneration

CGU Insurance pays remuneration to insurance intermediaries when We issue, renew or vary a Policy the intermediary has arranged or referred to Us. The type and amount of remuneration varies and may include commission and other payments. If You require more information about remuneration We may pay Your intermediary You should ask Your intermediary.

## Your policy

Your Liability Policy consists of the Policy terms and conditions in this booklet and the Policy Schedule We give You. Please read Your Policy carefully, and satisfy yourself that it provides the cover You require.

If You want more information about any part of Your Policy, please ask Us, or Your intermediary. You should keep Your Policy Booklet and Policy Schedule together in a safe and convenient place for future reference.

# Policy Terms And Conditions

## Insurer

The Policy is underwritten by Insurance Australia Limited trading as CGU Insurance. ABN 11 000 016 722, AFS Licensee No. 227681.

## Our agreement with You

This Policy is a legal contract between You and Us. You pay Us the premium, and We provide You with the cover You have chosen as set out in the Policy, occurring during the Period of Insurance shown on Your Policy Schedule or any renewal period.

Words importing persons shall include corporations and other legal entities. The singular includes references to the plural and vice versa. Headings, wherever appearing in this Policy, have been included for ease of reference and shall not be used for interpretation purposes.

You (being the insured party named first in the Policy Schedule) having submitted a Proposal containing particulars for the purpose of obtaining this insurance and having paid or agreed to pay the premium specified in the Policy Schedule, We agree, subject to the terms, provisions, limitations, exclusions, and conditions contained in or endorsed on or otherwise expressed in the Policy, to provide insurance in the manner and to the extent provided by this Policy.

The amount of any Deductible that applies to Your Policy will be shown on Your Policy Schedule.

The exclusions in the section(s) headed 'When You are not covered' and conditions in the section headed 'General Conditions' apply to all sections of this Policy.

## Other party's interests

You must tell Us of the interests of all parties (e.g. financiers, owners, lessors) who will be covered by this insurance. We will protect their interests only if You have told Us about them and We have noted them on Your Policy Schedule.

## Acceptance of the risk

This insurance will not be in force until the risk has been accepted by Us. We reserve the right to decline any risk.

## Preventing Our right of recovery

If You have agreed not to seek compensation from another person who is liable to compensate You for any loss, damage or liability which is covered by this Policy, We will not cover You under this Policy for that loss, damage or liability except where We agree otherwise under exclusion 5.4 (Contractual Liability), including definition 4.11 (Incidental Contracts), or general condition 8.17 (Subrogation Waiver) or in writing.

## Goods and Services Tax

Where We make a payment under this Policy for the acquisition of goods, services or other supply, We will reduce the amount of the payment by the amount of any input tax credit the Insured is, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 (Cth), in relation to that acquisition, whether or not that acquisition is actually made.

Where We make a payment under this Policy as compensation instead of payment for the acquisition of goods, services or other supply, We will reduce the amount of payment by the amount of any input tax credit that the Insured would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 (Cth) had the payment been applied to acquire such goods, services or other supply.

## References to legislation

References to legislation in this Policy includes any amendment, replacement, re-enactment, successor, equivalent or similar legislation.

# 1. What You are insured against

## 1.1 Liability

We will cover You for Your legal liability to pay all sums by way of compensation, and all charges, expenses and legal costs recoverable from or awarded against You in respect of:

- a) Personal Injury
- b) Property Damage
- c) Advertising Liability

happening during the Period of Insurance and caused by an Occurrence within the Territorial Limits in connection with Your Business and Your Products.

## 1.2 Additional payments

If We agree to cover You We will:

- a) defend in Your name and on Your behalf any claim or legal action against You seeking damages for Personal Injury, Property Damage or Advertising Liability even if the action is groundless, false or fraudulent, and We will investigate, negotiate and settle any claim or legal action at Our discretion;
- b) pay all legal costs and expenses incurred by Us and all interest accruing after entry of judgement until We have paid, tendered or deposited in court such part of the judgement as does not exceed the Limit of Liability;
- c) reimburse You for all reasonable expenses including loss of salaries and wages incurred by You with Our consent, which shall not be unreasonably withheld, in connection with the defence of a claim or legal action;
- d) pay all legal costs incurred by You with Our consent for any solicitor, defence counsel or the equivalent thereof for representation at any inquest, fatal inquiry or criminal proceedings relating to an Occurrence which may give rise to a claim for compensation under this Policy;
- e) pay premiums on:
  - i) 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;
  - ii) 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;
- f) pay reasonable expenses incurred by You for first aid to others at the time of Personal Injury caused by an Occurrence (other than medical expenses prohibited by Section 126 of the Health Insurance Act 1973 (Cth));
- g) pay all costs incurred by You for temporary repairs, shoring up or protection of property of others that has been damaged as a result of an Occurrence which may be the subject of indemnity under this Policy.

We will do this, provided that:

- h) We will not be obliged to pay any claim or judgment or to defend any claim or legal action after the Limit of Liability has been exhausted by payment of judgments or settlements;
- i) if a payment exceeding the Limit of Liability has to be made to dispose of a claim, Our liability to pay any costs, expenses and interest under clauses 1.2 a) to 1.2 g) above will be limited to that proportion of those costs, expenses and interest as the Limit of Liability bears to the amount paid to dispose of the claim.

Any amount We pay as an Additional payment, other than payments in settlement of all claims, suits and all costs awarded against You, is payable by Us in addition to the Limit of Liability set out in the Policy Schedule except as stated in exclusion 5.18 'Territorial Limits'.

# 2. What We will pay

## 2.1 Limit of liability

Subject to clauses 1.2 and 2.2:

- a) Our maximum liability in respect of any claim or any series of claims for Personal Injury, Property Damage or Advertising Liability caused by or arising out of one event will not exceed the Limit of Liability shown on Your Policy Schedule.
- b) Our total aggregate liability during any one Period of Insurance for all claims arising out of Your Products will not exceed the Limit of Liability shown on Your Policy Schedule.

The applicable Limit of Liability will not be reduced by the amount of any Deductible paid by You.

## 2.2 Claims preparation expenses

In addition to the Limits of Liability shown in clause 2.1, We will also pay up to \$25,000 for reasonable professional fees and other expenses incurred by You in the preparation of Your claim following an Occurrence covered by this Policy.

The cover under this additional benefit operates in addition to and shall not in any way affect the cover provided under clause 1.2 of this Policy.

# 3. What You must pay if You make a claim

## 3.1 Deductible

The Deductible is the amount stated in the Schedule that the Insured must contribute in relation to each and every Occurrence. If more than one Deductible is payable under this Policy for any claim or series of claims arising from the one Occurrence You will be required to pay the highest Deductible, but You pay only one Deductible.

We will tell You:

- a) if you are required to contribute a Deductible;
- b) how much that Deductible is; and
- c) how We will collect this from You.

We can collect the Deductible from You by:

- i) deducting it from what We pay You; or
- ii) requesting You pay it to Us as part of the finalisation of Your claim.

## 4. Definitions

Some key words and terms used in this Policy have a special meaning. Wherever the following words or terms are used in the Policy, they mean what is set out below:

- 4.1 Act of Terrorism** means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:
- a) involves violence against one or more persons; or
  - b) involves damage to property; or
  - c) endangers life other than that of the person committing the action; or
  - d) creates a risk to health or safety of the public or a section of the public; or
  - e) is designed to interfere with or to disrupt an electronic system.

- 4.2 Advertising Liability or Advertisement** means liability arising out of one or more of the following in advertising Your Products or services:

- a) defamation
- b) infringement of copyright, title or slogan;
- c) unfair competition, misappropriation of advertising ideas or style of doing Business;
- d) any breach of the misleading or deceptive conduct provisions of the Competition and Consumer Act 2010 (Cth) or any Fair Trading or similar legislation of any Country, State or Territory; or
- e) invasion of privacy;

committed or alleged to have been committed in any Advertisement and arising out of any advertising activities conducted by You or on Your behalf, in the course of carrying out Your Business.

For the purposes of this Definition, Advertisement means any manner of communication given to the public including by way of any form of print media, publication, telecommunication, radio or television broadcast, electronic mail, internet, world wide web or exhibit.

- 4.3 Aircraft** means any vessel, craft or thing made or intended to fly or move through the atmosphere or space other than model aircraft or unmanned inflatable balloons used for advertising or promotional purposes.

- 4.4 Business** means the business described in the Policy Schedule including:

- a) ownership or occupation of premises and the repair or maintenance of property owned or for which such responsibilities exist, the installation and maintenance of plant and equipment and all other activities incidental to the conduct of Your occupation or trade;
- b) any prior operations or activities which have ceased or have been disposed of but for which You may retain legal liability;
- c) participation in exhibitions;
- d) construction, erection, demolition, alteration or addition, not exceeding in cost the sum of \$500,000, of or to buildings owned by You;
- e) the provision and management of canteens, social, sports and welfare organisations primarily for the benefit of Your Employees, first aid, fire and ambulance services;
- f) private work undertaken by any Employee of Yours, for any of Your directors or senior executives;
- g) hire or loan of plant, equipment or goods to other parties;
- h) conducted tours of Your Premises; and
- i) the erection, use and/or maintenance by You or on Your behalf of advertising and directional signs, their frames, supports and appurtenances.

- 4.5 Deductible** means the amount You contribute in relation to each Occurrence. The deductible applies to all amounts payable under this Policy including the indemnity provided under clause 1.2 'Additional payments'.

- 4.6 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 Instructions for such equipment.

- 4.7 Employee** means any person engaged under a contract of service or apprenticeship with You, but does not include any person employed under such contract who is excluded from the definition of 'worker' under any workers' compensation legislation while working for You in connection with the Business.

- 4.8 Employment Practices** means any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, harassment or discrimination directly or indirectly related to or in respect of employment or prospective employment of any person or persons by You.

**4.9 Endorsement** means any document so designated and issued to You, that amends the Policy wording or any details specified in the Policy Schedule.

**4.10 Hovercraft** means any vessel, craft or thing made or intended to float on water and travel over water or land supported on a cushion of air.

**4.11 Incidental Contracts** means:

- a) any written rental agreement and/or lease of real and/or personal property other than with respect to any term or condition contained in such rental lease and/or hiring agreement that requires You to insure such property;
- b) any written contract with any public or private supplier of water, gas, electricity, fuel, sewerage or waste removal services, telephone and communication services, or other essential services, except contracts with such suppliers for the performance of work by You; and
- c) any written contract with any railway authority, railway company, or other independent carrier for the loading unloading and/or transport of Your Products, including contracts relating to the operation of railway sidings.

**4.12 Limit of Liability** means the applicable Limit of Liability specified in the Policy Schedule.

**4.13 Medical Persons** means qualified medical practitioners, nurses, dentists and first aid attendants.

**4.14 North America** means:

- a) the United States of America and Canada;
- b) any state or territory incorporated in or administered by, the United States of America or Canada;
- c) any other country or territory subject to the laws of the United States of America or Canada.

**4.15 Occurrence** means an event which results in Personal Injury, Property Damage or Advertising Liability, neither expected nor intended from Your standpoint.

All Personal Injury or Property Damage arising out of continuous or repeated exposure to substantially the same general conditions will be construed as arising out of one Occurrence.

All Advertising Liability 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.

**4.16 Period of Insurance** means the period shown in the Policy Schedule or any renewal period, during which the insurance by this Policy is in force.

**4.17 Personal Injury** means:

- a) bodily injury (and this expression includes death, disease and illness), disability, shock, fright, mental anguish, mental injury or loss of consortium;
- b) false arrest, wrongful detention, false imprisonment, malicious prosecution or humiliation;
- c) discrimination whether because of race, religion, sex, marital status, age, intellectual impairment, disability or otherwise (unless insurance thereof is prohibited by law) but only with respect to liability other than fines and penalties imposed by law;
- d) wrongful entry upon, wrongful eviction from or other invasion of right to private occupancy of property;
- e) defamation arising out of the publication or utterance of defamatory or disparaging material; and
- f) assault and battery not committed by You or at Your direction unless reasonably committed for the purpose of preventing or eliminating danger to persons or property.

Personal Injury, if relating to a latent injury, a latent illness, a latent disease or a latent disability, shall be deemed to have happened at the time when such injury, illness, disease or disability was first medically diagnosed.

**4.18 Policy** means this policy wording, Your Proposal, the Policy Schedule and any Endorsements We issue to You which amend this Policy wording or the Policy Schedule.

**4.19 Policy Schedule** means the document so designated that We issue to You, whether for the first Period of Insurance or on any renewal of the contract or variation by way of Endorsement, that specifies the Policy number and other details of the cover provided by this Policy.

**4.20 Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

**4.21 Property Damage** means:

- a) physical damage to or loss or destruction of tangible property including any resulting loss of use at any time of that property; or
- b) loss of use of tangible property which has not been physically damaged, lost or destroyed provided such loss of use is caused by an Occurrence.

**4.22 Proposal** means the signed proposal form and other information supplied by You or on Your behalf when applying for this insurance upon which We relied when agreeing to grant this insurance cover.

**4.23 Subsidiary** means:

- a) any entity which by virtue of any applicable legislation or law is deemed to be Your Subsidiary (where You are a company);
- b) any entity over which You (where You are a company) are in a position to exercise effective direction or control.

**4.24 Territorial Limits** means anywhere in the world subject to exclusion 5.18 (Territorial Limits).

**4.25 Vehicle** means any type of machine on wheels or self laid tracks or on skis, made or intended to be propelled by other than manual or animal power and any trailers or other attachment made or intended to be drawn by any such machine.

**4.26 Watercraft** means any vessel, craft or thing made to or intended to float on or in, or travel on or through, or under water.

**4.27 We, Our, Us** means Insurance Australia Limited ABN 11 000 016 722 AFSL 227681 trading as CGU Insurance.

**4.28 Worksite** means any premises or site where work is performed by You in connection with the Business and includes any surrounding area or premises used by you to undertake such work.

**4.29 You, Your, Yours, Insured** means:

- a) the person(s), companies or firms named on the current Policy Schedule as the Insured;
- b) all the Subsidiary companies (including subsidiaries thereof) and/or controlled corporations (including subsidiaries thereof) of the parties shown in definition 4.29 a., now or subsequently constituted, provided their places of incorporation are within Australia or any Territory of Australia;
- c) every past, present or future director, executive officer, Employee, partner, shareholder or voluntary worker of the parties shown in definitions 4.29 a. and 4.29 b. (including the spouse or family member of any such person performing a designated role in connection with the Business) while acting within the scope of their duties in such capacity;
- d) every principal, in respect of that principal's vicarious liability for the acts or omissions of the parties shown in definitions 4.29 a. and 4.29 b. in the performance by them of work for that principal, but subject always to the extent of coverage and the Limit of Liability provided by this Policy;
- e) each partner, joint venturer, co-venturer or joint lessee of the Insured named in the Policy Schedule but only if We agree to insure them and the Insured named in the Policy Schedule agrees to pay the premium We require;

- f) every office bearer or member of social and sporting clubs, canteen and welfare organisations and first aid, fire and ambulance services formed with Your consent (other than one of the parties shown in definitions 4.29 c. and 4.29 d. in respect of claims arising from their duties connected with the activities of any such club, organisation or service;
- g) any director or senior executive or partner of the parties shown in definitions 4.29 a. and 4.29 b. in respect of private work undertaken by an Employee of those parties for such director or senior executive;
- h) if a party named in the Policy Schedule as an Insured party is an individual, the personal representative of that individual in the event of the death of that individual, but only in respect of liability incurred by that individual;
- i) any person whilst working for a party any organisation or entity designated in definitions 4.29 a. and 4.29 b., for the purpose of gaining work experience.

However, You/Your does not include the interest of any other person other than as described in this definition.

**4.30 Your Product** means anything (after it has ceased to be in Your possession or under Your control), which is or is deemed to have been manufactured, grown, extracted, produced, processed, imported, exported, constructed, assembled, erected, installed, repaired, serviced, renovated, treated, sold, supplied or distributed by You or on Your behalf (including Your predecessors in the Business) including labels, packaging or any container thereof the design, specification or formula of the products and directions, instructions or advice given or omitted to be given in connection with such products and anything which by law or otherwise You are deemed to have manufactured in the course of the Business including discontinued products.

Provided that for the purpose of this insurance, the term 'Your Product' shall not be deemed to include food and beverages:

- a) sold or supplied by You or on Your behalf from any canteen or vending machine primarily for use by Your Employees; or
- b) served in any dining room or at any function to Employees or guests for consumption at Your premises;

and any claims for compensation against You arising out of any Occurrence shall be deemed to be Public Liability claims to which the Limit of Liability specified in clause 2.1 a. of the Policy shall apply.

## 5. When You are not covered

**The following exclusions will apply to this Policy.**

**This Policy does not cover liability in respect of:**

### 5.1 Advertising liability or advertisement

Claims for Advertising Liability caused by or resulting from:

- a) circumstances where the acts committed or alleged to have been committed prior to the inception date of the Policy;
- b) statements made at Your direction with knowledge that such statements are false;
- c) failure of performance of contract. However this exclusion shall not apply to claims for unauthorised appropriation of advertising ideas contrary to an implied contract;
- d) any incorrect description of Products or services;
- e) any mistake in advertised price of Products or services;
- f) failure of Your Products or services to conform with advertised performance, quality, fitness or durability;
- g) liability incurred by You if Your Business is Advertising, broadcasting, publishing or telecasting.

### 5.2 Aircraft, aircraft products, watercraft and hovercraft

Claims arising out of:

- a) the ownership, maintenance, operation, possession or use by You of any Aircraft;
- b) the ownership, operation or use by You of any Watercraft or Hovercraft exceeding 15 metres in length, while such Watercraft or Hovercraft is on, in or under water.

Provided that exclusion 5.2 b. shall not apply to claims arising out of:

- i) Watercraft used in operations carried out by any independent contractors for whose conduct You may be held liable;
  - ii) Hovercraft owned and operated by others and used by You for Business entertainment;
  - iii) Watercraft owned by others and used by You for Business entertainment;
  - iv) Sailing craft or other non-powered craft exceeding 15 metres in length while in Australian territorial waters
- c) Your 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 Your knowledge are incorporated in an Aircraft.

### 5.3 Asbestos

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

### 5.4 Contractual liability

Any liability expressly assumed by You under a contract, warranty or unless such liability would have attached to You notwithstanding such contract, warranty or agreement.

This exclusion does not apply to:

- a) liability under any warranty of goods implied by law or liability assumed by You under a warranty of fitness or quality as regards Your Products;
- b) liabilities assumed by You under Incidental Contracts;
- c) liabilities assumed by You under those written contracts specified in the Policy Schedule.

### 5.5 Defamation

The publication or utterance of defamatory or disparaging material:

- a) made prior to the effective date of this Policy; or
- b) made by You or at Your direction with knowledge of its falsity; or
- c) related to advertising, broadcasting or telecasting activities conducted by You or on Your behalf.

### 5.6 E-commerce

Claims arising out of:

- a) total or partial destruction, distortion, erasure, corruption, alteration, misuse, misinterpretation or misappropriation or other use of Electronic Data;
- b) error in creating, amending, entering, deleting or using Electronic Data; or
- c) 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.

## 5.7 Employment liability

- a) Personal Injury to any of Your Employees arising out of, or in the course of their employment in Your Business;
- b) Personal Injury to any person who is deemed to be Your Employee pursuant to any legislation relating to workers' compensation;
- c) claims which You are entitled to seek indemnity under any policy of insurance required to be taken out pursuant to any legislation relating to workers' compensation, whether or not You are a party to such policy of insurance;
- d) liability imposed by the provisions of any workers' compensation legislation or any industrial award or agreement or determination;
- e) any liability howsoever or whatsoever for claims related to or arising from Employment Practices.

Provided that exclusions 5.7 a., 5.7 b. and 5.7 c. do not apply to the extent that Your legal liability would not be covered under any such policy of insurance or fund set up pursuant to or required by any legislation relating to workers' compensation had You complied with Your obligations pursuant to such law.

## 5.8 Faulty workmanship

The cost of re-performing, correcting or improving any work undertaken by You.

## 5.9 Fines and penalties

Fines, penalties or liquidated damages.

## 5.10 Loss of use

Loss of use of tangible property which has not been physically injured or lost or destroyed, resulting from:

- a) a delay in or lack of performance by You or on Your behalf of any contract or agreement,
- b) the failure of Your Products to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by You, but this exclusion 5.10 b. does not apply to the loss of use of other tangible property resulting from the sudden, unexpected and unintended physical damage to or loss or destruction of Your Products or work performed by You or on Your behalf after Your Products or work have been put to use by any person or organisation other than You.

## 5.11 Pollution

- a) Personal Injury or Property Damage 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, but this exclusion does not apply if the discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place.
- b) Any costs and expenses incurred in the prevention, removing, nullifying or clean-up of such contamination or pollution but this exclusion does not apply to clean-up, removal or nullifying expenses only, which are consequent upon a sudden, identifiable, unexpected, unintended happening taking place in its entirety at a specific time and place which results in Personal Injury and/or Property Damage.
- c) The actual, alleged or threatened discharge, dispersal, release, seepage, migration or escape of Pollutants caused by any Product that has been discarded, dumped, abandoned or thrown away by others.
- d) The actual, alleged or threatened discharge, dispersal, release, seepage, migration or escape of Pollutants in North America or in any country to which the laws of North America apply.

## 5.12 Product defect

Property Damage to Your Products if the damage is attributed to any defect in them or to their harmful nature or unsuitability.

This exclusion 5.12 is restricted to the defective or harmful or unsuitable part of a damaged Product and does not apply to any resultant damage caused to the remainder of the Product.

## 5.13 Product recall

Claims arising out of or resulting from any loss, cost or expense incurred by You for the loss of use, withdrawal, recall, inspection, repair, reconditioning, replacement, adjustment, removal or disposal of Your Products, if Your Products or property are withdrawn from the market or from use by You because of any known or suspected defect, deficiency, inadequacy or dangerous condition in them.

This exclusion 5.13 does not apply to cover provided under Optional Additional Benefit 7.2 – 'Product Recall Expense Coverage', but only where cover for this Optional Additional Benefit has been taken out and is confirmed in the Policy Schedule.

## 5.14 Professional liability

The rendering of or failure to render professional advice or service by You, but this exclusion does not apply to:

- a) the rendering of or the failure to render professional medical advice by Medical Persons employed by You to provide first aid and other medical services on Your premises;
- b) Personal Injury or Property Damage arising from the rendering of or failure to render professional advice or service, providing such professional advice or service is not given for a fee;
- c) advice given in respect of the use or storage of Your Products.
- d) cover provided under Optional Additional Benefit 7.1 - 'Errors or Omissions Coverage in Connection with Your Products', but only where cover for this Optional Additional Benefit has been taken out and is confirmed in the Policy Schedule.

## 5.15 Property in custody or control

Property Damage to property owned by or leased or rented to You, or property in Your physical or legal control but this exclusion 5.15 does not apply to liability for Property Damage to:

- a) premises or part of premises (including landlord's fixtures and fittings) which are leased, rented or loaned to You for the purposes of the Business;
- b) premises (or their contents) not owned or leased by You but temporarily occupied by You for the purpose of carrying out work, and other property (including Products previously sold, supplied, delivered, installed or erected by You) temporarily in Your possession for work thereon;
- c) Vehicles (including their contents, spare parts and accessories while they are in or on any such Vehicle) not belonging to or used by You, while the Vehicles are in a car park owned or operated by You, provided You do not operate the car park for reward as a principal part of Your Business;
- d) the property of an Employee of the parties shown in definitions 4.29 a. and 4.29 b.;
- e) other property temporarily in Your physical or legal control provided no indemnity is granted for liability in respect of physical damage to or destruction of that part of any property upon which You are or have been working and Our limit under this exclusion 5.15 e. does not exceed \$250,000 (unless a different amount is stated in the Policy Schedule) for any one Occurrence and in the aggregate for any one Period of Insurance.

## 5.16 Punitive damages

Punitive damages, exemplary damages, aggravated damages and any additional damages resulting from the multiplication of compensatory damages.

## 5.17 Radioactivity

Claims arising directly or indirectly caused by, contributed to 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.

This exclusion 5.17 shall not apply to insurances of occupational risks arising from radio-isotopes or 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.

## 5.18 Territorial limits

- a) Claims made or actions instituted within any country, state or territory (outside Australia) that require insurance to be arranged or secured with an insurer or organisation licensed in that country, state or territory to grant such insurance.
- b) Claims made and actions instituted within North America or any other territory coming within the jurisdiction of the courts of North America.
- c) Claims and actions to which the laws of North America apply.

Provided that:

- d) exclusions 5.18 b. and 5.18 c. above do not apply to claims and actions arising from:
  - i) the presence outside Australia of any of Your Employees and/or directors, partners or proprietors who are normally resident in Australia and who are not undertaking manual work or supervision of work of any kind while in North America.
  - ii) Products exported North America without Your knowledge, other than where cover is provided in accordance with Additional Benefit 6.1.

The Limit of Liability in respect of coverage provided under paragraph 5.18 d. is inclusive of all costs, expenses and interest as set out in clause 1.2 'Additional payments' of this Policy.

## 5.19 Terrorism

Death, injury, illness, loss or damage directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This exclusion 5.19 also excludes death, injury, illness, loss or damage directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any Act of Terrorism.

## 5.20 Vehicle

Personal Injury or Property Damage arising out of the ownership, possession, or use by You of any Vehicle:

- a) which is registered or which is required under any legislation to be registered, or
- b) in respect of which compulsory liability insurance or statutory indemnity is required by virtue of any legislation (whether or not that insurance is effected).

Exclusions 5.20 a. and 5.20 b. above do not apply to claims:

- c) for Personal Injury where:
  - i) that compulsory liability insurance or statutory indemnity does not provide indemnity; and
  - ii) the reason or reasons why that compulsory liability insurance or statutory indemnity does not provide indemnity do not involve a breach by You of legislation relating to Vehicles;
- d) arising out of and during the loading or unloading of goods to or from any Vehicle;
- e) caused by or arising from the operation or use of any Vehicle which is designed primarily for lifting, lowering, loading, unloading, while being operated or used by You or on Your behalf within the confines of Your premises;
- f) caused by or arising out of the use of:
  - i) any Vehicle whilst being used as a tool; or
  - ii) plant forming part of any Vehicle being used as a tool within the confines of Your premises or at any Worksite; or
- g) for Property Damage arising out of the movement by You or by any Employee(s) of Yours of any Vehicle or trailer not belonging to You which is interfering with access to or from Your premises or any site where You are carrying out work.
- h) for Property Damage caused by or arising out of the movement of any Vehicle (which is required to be conditionally registered in accordance with the law of any State or Territory in Australia) in the event of Your inadvertent and unintentional failure to effect conditional registration.

## 5.21 War

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, confiscation or nationalisation or requisition or destruction or damage to property by or under the order of any government or public or local authority.

## 5.22 Silica

Any liability arising out of or in any way connected with the inhalation of, or exposure to silica in any form.

# 6. Additional Benefits

Cover is extended to include the following 'Additional Benefits' subject to the terms, conditions, exclusions and definitions of the Policy, unless otherwise stated below.

## 6.1 Exports to North America

We will cover You for Your legal liability to pay all sums by way of compensation, and all charges, expenses and legal costs recoverable from or awarded against You within North America in respect of Personal Injury, Property Damage and/or Advertising Liability happening during the Period of Insurance and caused by an Occurrence in connection with Your Products knowingly exported to North America.

Provided that:

- a) the value of Your Products knowingly exported does not exceed \$1,000,000 in the Period of Insurance in which the Personal Injury, Property Damage and/or Advertising Liability happens;
- b) cover is not provided for any claim for compensation if in North America You have:
  - i) any assets other than Your Products;
  - ii) a related or Subsidiary company;
  - iii) any person or entity with power of attorney; and/or
  - iv) Any franchisor or franchisee.
- c) the cover We provide does not extend to include contract work or services performed by You, Your Employees or agents within North America;
- d) Exclusion 5.11 d) and General Condition 8.9 of the Policy are unchanged and apply to this Additional Benefit; and
- e) claims under this Additional Benefit are subject to the Deductible specified in the Policy Schedule for each Occurrence.

## 6.2 Additions and/or alterations to your buildings

Where additions and/or alterations to Your buildings are being performed by a contractor employed by You, notwithstanding definition 4.4 d., we will cover You for any legal liability to pay compensation, charges, expenses and legal costs recoverable from or awarded against You in respect of third party Personal Injury or Property Damage happening during the contract or maintenance periods that arises out of or in connection with Your Business operations or Your ownership of the land and property at the premises; for which You are not indemnified under a policy of Liability insurance arranged by the contractor for the project. Nothing in this Additional Benefit 6.2 will result in an increase in Our Limit of Liability.

## 7. Optional additional benefits

Cover is provided for the following 'Optional Additional Benefits' when the number and title of the Optional Additional Benefit is confirmed in the Schedule. The coverage afforded is subject to the terms, conditions, exclusions and definitions of the Policy, unless otherwise stated below.

### 7.1 Errors or omissions coverage in connection with Your products

We will cover You for legal liability to pay all sums which you become legally liable to pay as compensation in respect of financial loss solely and directly attributable to any negligent act, error or omission committed or alleged to have been committed by You or on Your behalf in connection with Your Products.

Coverage under this Optional Additional Benefit is subject to:

- a) such act, error or omission occurring after the inception date of this Policy; and
- b) such act, error or omission occurring within the Territorial Limits; and
- c) a demand for Compensation being first made against You and notified to Us during the Period of Insurance; and
- d) Our maximum liability in respect of this Optional Additional Benefit for all claims payable during the Period of Insurance not exceeding \$500,000.

### 7.2 Product recall expense coverage

We will pay to You any Product Recall Expense necessary because the use or consumption of Your Product has resulted or may result in bodily injury, death, illness or disability or physical damage to or destruction of tangible property due to:

- a) the accidental omission of a substance or the accidental introduction or substitution of a harmful or damaging substance in the manufacture of Your Product; or
- b) any unintentional error or deficiency in the manufacture, design, blending, mixing, compounding or labelling of Your Product; or
- c) a ruling of a government or other regulatory body requiring You to recall Your Product as a result of any of the matters set out in clauses 7.2 a. or b. above.

Coverage under this Optional Additional Benefit is subject to:

- i) You first discovering during the Period of Insurance that the use or consumption of Your Product has resulted or may result in bodily injury, death, illness or disability or physical damage to or destruction of tangible property; and
- ii) the bodily injury, death, illness or disability or physical damage to or destruction of tangible property being indemnifiable under this Policy in respect of liability arising from Your Product; and

- iii) Our maximum liability in respect of this Optional Additional Benefit for all Product Recall Expenses during the Period of Insurance not exceeding \$1,000,000.

### Additional exclusion applicable to this optional additional benefit

We do not cover any liability for Product Recall Expense directly or indirectly caused by or arising from:

- a) any product of the same trade or brand name but which is of a different batch, code or other identification from Your Product for which Product Recall Expense cover has been provided;
- b) inherent deterioration or decomposition of Your Product or its packaging;
- c) loss of customer approval or confidence, or any costs incurred to regain customer approval, or other consequential loss, meaning We will not pay for any direct or indirect financial or economic loss, except if specifically covered by this Policy;
- d) Your knowledge at the inception of this Policy of any pre-existing condition of Your Product that may result in a claim under this Policy;
- e) mislabelling or non-labelling of Your Product or any container or packaging in relation to a 'use by' or 'best before' date authorised or required by a government agency or other statutory or regulatory authority;
- f) continued use of materials that have been banned or declared unsafe by a government agency or other responsible body; or
- g) Your errors or omissions of which Your Employees, officers or directors knew or ought to have discovered on reasonable enquiry.

### Additional definition applicable to this optional additional benefit:

Product Recall Expense means the reasonable and necessary costs and expenses incurred by You in relation to effecting the recall of Your Product for:

- a) communications to customers and the public, including media announcements;
- b) external advice to prepare such communications;
- c) transporting any recalled product to a place designated by You;
- d) the hiring of necessary additional persons to conduct the duties performed by Your regular Employees who are involved in effecting the recall of Your Product, and the hiring of necessary additional storage space;
- e) additional remuneration paid to Employees (other than salaried Employees);
- f) expenses incurred by Employees for transport and accommodation; and
- g) disposing of any recalled product that cannot be reused.

## 8. General conditions

### 8.1 Adjustment of premium

Where the Policy Schedule shows premium for the Policy has wholly or partly been calculated on estimates You must, within 60 days after the expiry of each Period of Insurance, provide to Us such matters, particulars and information relevant to the Policy as We may reasonably require (for example, relating to the activities, turnover and/or size of the business). The premium for the Period of Insurance will then be adjusted and any difference paid by or allowed to You, as the case may be, provided that the adjusted premium will not be less than any minimum premium specified in the Policy Schedule.

You must keep a record of all matters, particulars and information requested by Us and must on reasonable notice allow Us or Our nominee to inspect and make copies of those records.

### 8.2 Breach of condition or warranty

Your rights under this Policy shall not be prejudiced by any unintentional and/or inadvertent:

- a) breach of condition or warranty without Your knowledge or consent; or
- b) error in the name or title of any person(s), corporation and/or other organisation which forms part of the definition of You, Your, Yours, Insured; or
- c) error in name, description or situation of property; or
- d) failure to report any property and/or entity and/or insurable exposure in which You have an interest.

Provided always, that upon discovery of any such fact or circumstance referred to above, Your officer responsible for insurance matters shall give written notice thereof to Us as soon as reasonably practicable thereafter and You shall (if requested) pay such reasonable additional premium that We may require.

### 8.3 Cancelling your policy

#### How you may cancel this policy:

- a) You may cancel this Policy at any time by telling Us in writing that You want to cancel it.
- b) Where 'You' involves more than one person, We will only cancel the Policy when a written agreement to cancel the Policy is received from all persons named as the Insured.

#### How We may cancel this policy:

- a) We may cancel this Policy in any of the circumstances permitted by law by informing You in writing.
- b) We will give You this notice in person or send it to Your address last known to Us.

### The premium

We will refund to You the proportion of the premium for the remaining Period of Insurance, provided We shall be entitled to retain the agreed minimum premium. When the premium is subject to adjustment, cancellation will not affect Your obligation to supply to Us such information as is necessary to permit the premium adjustment to be calculated and to pay the amount of the adjustment applicable up to the date of cancellation.

### Premium funders

If the premium has been funded by a premium funding company which holds a legal right over the Policy by virtue of a notice of assignment and irrevocable power of attorney, a refund of any return premium due on cancellation of this Policy, will be made to the premium funding company but only to the extent of any remaining financial interest in the Policy held by that party.

### 8.4 Changes to information previously advised

- a) You must tell Us as soon as reasonably possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of loss, damage or injury.
- b) You must tell Us in writing as soon as reasonably possible of:
  - i) every Occurrence, claim, writ, summons, proceeding, impending prosecution, and inquest together with all relevant information which may result in a claim under this Policy, whether or not You believe any claim amount might fall below the Deductible; and
  - ii) every change that comes to Your knowledge which materially varies any of the facts or circumstances existing at the commencement of this Policy.
- c) It is important for You to know that We may make changes to this Policy as a result of notification of changes. When there is a change We will inform You, and We may decide to either:
  - i) continue cover with no change to the premium payable;
  - ii) reduce the premium payable and return any refund to You;
  - iii) charge You additional premium to reflect the increased risk of loss, damage or injury (You can cancel Your Policy if You do not accept the additional premium); or
  - iv) cancel Your Policy.

## 8.5 Changing Your policy

If You want to make a change to this Policy, the change becomes effective when We agree to it in writing.

## 8.6 Cross liability

Where more than one party comprises the Insured each of the parties will be considered as a separate and distinct unit and the words 'You', 'Your', 'Yours' or 'Insured' will be considered as applying to each party in the same manner as if a separate Policy had been issued to each of them, provided that nothing in this General Condition 8.6 will result in an increase of Our Limit of Liability in respect of any Occurrence or Period of Insurance.

## 8.7 Discharge of liabilities

At any time We can pay to You or on Your behalf, for all claims made against You for any one Occurrence:

- a) the Limit of Liability, after deducting any amounts already paid; or
- b) any lower sum for which the claim can be settled.

If We do so:

- c) the conduct of any outstanding claim(s) will become Your responsibility; and
- d) We will not be liable to pay any further amounts other than costs, charges, or expenses that We agreed to pay before We made the payment referred to above. This payment will extinguish all of Our liability under the Policy in connection with such claim or claims, including legal costs and any claims preparation expenses under clause 2.2.

## 8.8 Inspection of property

- a) We will be permitted but not obligated to inspect Your property and operations at any reasonable time.
- b) Neither Our right to inspect nor Our failure to inspect nor the making of any inspection nor any report of an inspection may be used by You or others in any action or proceeding involving Us.
- c) We may examine and audit Your books and records at any reasonable time during the Period of Insurance and within one year thereafter but that examination and audit will be restricted to matters which in Our reasonable opinion are relevant to the Policy.

## 8.9 Jurisdiction

All disputes arising out of or under this Policy will be subject to determination by any Court of competent jurisdiction within Australia.

## 8.10 Non-imputation

Where this insurance is arranged in the joint names of more than one Insured, as described in definition 4.29 a., it is hereby agreed that:

- a) each Insured shall be covered as if it made its own proposal for this insurance;
- b) any declaration, statement or representation made in any proposal shall be construed as a separate declaration, statement or representation by each Insured; and
- c) any knowledge possessed by any Insured shall not be imputed to the other Insured(s).

## 8.11 Notices

Any notice We give You will be in writing, and it will be effective:

- a) if it is delivered to You personally; or
- b) if it is delivered or posted to Your address last known to Us.

It is important for You to tell Us of any change of address as soon as reasonably possible.

## 8.12 Observance of terms and conditions

Any failure by any of You to observe obligations of disclosure, good faith and/or compliance with the terms and conditions of the Policy shall not prejudice the rights of any other of You under the Policy.

## 8.13 Other interests

You cannot transfer any interests in this Policy without Our written consent.

Any person whose interests You have told Us about and whom We have noted on Your Policy Schedule is bound by the terms of this Policy.

## 8.14 Payment of the premium

You must pay Your premium by the due date.

## 8.15 Reasonable care

You must:

- a) exercise reasonable care that only competent Employees are employed and take reasonable measures to maintain all premises, fittings and plant in sound condition. We may reduce the amount We pay for a claim to the extent that Your failure to comply with these conditions caused or contributed to the loss;
- b) take all reasonable precautions to prevent Personal Injury and Property Damage, to prevent the manufacture, sale or supply of defective products, and to comply with and to ensure that Your Employees, servants and agents comply with all relevant statutory obligations, by-laws or regulations imposed by all relevant public authorities for the:
  - i) safety of persons or property;
  - ii) disposal of waste products; and
  - iii) handling, storage or use of flammable liquids or substances, gases or toxic chemicals; and
- c) at Your own expense take reasonable action to trace, recall or modify any of Your Products containing any defect or deficiency of which You have knowledge or have reason to suspect, including (but not limited to) any of Your Products subject to governmental or statutory ban.

## 8.16 Sanctions

We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy (including any refund of premium), to the extent that such cover, claim, benefit or refund may contravene or expose Us to any sanction, prohibition or restriction under United Nations resolutions or any trade or economic sanctions, laws or regulations of any country.

## 8.17 Subrogation waiver

We hereby agree to waive all Our rights of subrogation under this Policy against:

- a) each of the parties described under the definition of You, Your, Yours, Insured; and
- b) 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. Claims

## 9.1 What You must do

If an event happens which may give rise to a claim under this Policy You must:

- a) tell Us or Your intermediary as soon as reasonably possible. You will be provided with advice on the procedure to follow;
- b) supply Us with all information We reasonably require to settle the claim;
- c) send Us the details of any verbal or written claims made upon You as soon as reasonably possible for Our attention;
- d) take all reasonable precautions to prevent further loss or damage;
- e) not negotiate, admit, repudiate or pay any claim by any person;
- f) co-operate with Us fully in any action We take if We have a right to recover any money payable under this Policy from any other person.

We will only request information and assistance where relevant to handling the claim and will explain why the information and assistance is required.

If in doubt at any time, contact Us or Your intermediary for advice. Your failure to notify Us promptly of personal injuries or damage to the property of others could affect the amount of Your claim if it adversely impacts the claims settlement under this Policy.

## 9.2 What You must not do

You must not:

- a) admit liability if an incident occurs which is likely to result in someone claiming against You; or
- b) make any admission of guilt or promise or offer of payment in connection with any such claim, unless We first agree in writing. This applies to You or any other person making a claim under this Policy.

### 9.3 What We do

We may take over and conduct the defence or settlement of any claim or issue legal proceedings for damages. If We do this We will do it in Your name.

We will act reasonably in exercising Our discretion in the conduct of any legal proceedings and in the settlement of any claim. You must co-operate by giving Us any statements, documents or assistance We reasonably require in connection with the conduct of proceedings. This may include giving evidence in any legal proceedings. We will only request information and assistance where relevant to handling the claim and will explain why the information and assistance is required. We will keep You reasonably informed and updated with the progress of proceedings.

Any amount recovered by Us from a third party shall be applied in the following order of priority:

- a) first to the uninsured proportion of the loss;
- b) second to reimburse Us to the extent of Our actual payment in respect of the claim; and
- c) third, to reimburse You for any Deductible borne by You.

The expenses of such recovery proceedings shall be apportioned between You and Us proportionately in accordance with the apportionment formula set out above. If there is no such recovery by Us, the expenses shall be borne by Us.

### 9.4 What can affect a claim

We will reduce the amount of a claim by the Deductible shown in the Policy Terms and Conditions or on the Policy Schedule. We may refuse to pay a claim or reduce the amount We pay if You are in breach of Your duty of disclosure or any of the conditions of this Policy, including any Endorsements noted on or attached to the Policy Schedule. The course of action We take when You fail to meet Your responsibilities will be considered in each circumstance based on what impact or effect Your failure caused or contributed to the claim or Our decision to issue Your Policy.

We may be entitled to refuse to pay a claim or to reduce the amount of a claim if:

- a) it is in any way fraudulent; or
- b) any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefits under this Policy.

If any liability insured under this Policy arises from a contract or agreement between You and a third party and if the contract or agreement provides for the appointment of an arbitrator, We will be entitled to exercise all of Your rights in the choice of arbitrator and in the conduct of any arbitration proceedings.

An Insured's insolvency or bankruptcy or the insolvency or bankruptcy of an Insured's estate will not relieve Us of any of Our obligations under this Policy.

# Notes

# Notes



# CONTACT DETAILS

**ENQUIRIES 13 24 81**

**CLAIMS 13 24 80**

## MAILING ADDRESS

**GPO BOX 9902 IN YOUR CAPITAL CITY**

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**CGU.COM.AU**

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### **SYDNEY**

GPO Box 244  
Sydney  
NSW 2001

### **MELBOURNE**

181 William St  
Melbourne  
VIC 3000

### **BRISBANE**

189 Grey St  
South Bank  
QLD 4101

### **PERTH**

46 Colin St  
West Perth  
WA 6005

### **ADELAIDE**

80 Flinders St  
Adelaide  
SA 5000



Insurer  
**Insurance Australia Limited**  
ABN 11 000 016 722 AFSL 227681  
trading as CGU Insurance