Not for Profit General and Products

Liability Wording

IssuedbyAonRiskServicesAustraliaLimited
ABN 17000 434 720 AFSL No. 241141

Empower Results®

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Important Information

About Canopius

The insurers of this Policy are the underwriters of Canopius Syndicate 4444 (Canopius) at Lloyd's ("Underwriters", "We", "Us" or "Our").

Canopius Asia Pte Ltd t/as Canopius Australia & Pacific ABN: 16 782 552 577, AFS License No. 520341 has been authorised by the Underwriters to act on their behalf to deal in and provide general advice and handle and settle Claims in relation to this insurance. Canopius Asia Pte Ltd t/as Canopius Australia & Pacific is an Australian Financial Services Licensee authorised to deal in and provide general advice on general insurance products.

Canopius Asia Pte Ltd t/as Canopius Australia & Pacific has a binding authority which means it can enter into, vary or cancel this insurance and handle and settle Claims without reference to Us provided it acts within the binding authority. When providing these services, Canopius Asia Pte Ltd t/as Canopius Australia & Pacific acts for Us and does not act on Your behalf.

About Lloyd's

Lloyd's is the world's oldest specialist insurance and reinsurance market. With expertise earned over centuries, Lloyd's is the foundation of the insurance industry and the future of it. Led by expert underwriters and brokers who cover more than 200 territories, the Lloyd's market develops the essential, complex and critical insurance needed to underwrite human progress. Backed by diverse global capital and excellent financial ratings, Lloyd's works with a global network to grow the insured world - building resilience for businesses and local communities and strengthening economic growth around the world.

About Aon

This Policy is distributed by Aon Risk Services Australia Limited (Aon) ABN 17 000 434 720 AFSL 241141 who act as agents for the insurer Canopius under a Binding Authority Agreement.

Preamble

This policy consists of:

a) this Policy wording; and
b) each endorsement issued by Us and attached or intended to be attached to the Policy wording or intended by Us to form part of this Policy; and
c) the Schedule.

The Policy wording and the Schedule are to be read together. Any word or expression given a specific meaning in the Definitions will mean the same wherever else it appears unless specifically stated otherwise. Marginal notes and headings are used only for the purpose of identification and should not be construed as forming part of the wording for the purpose of interpreting this Policy.

Our Agreement with You

In consideration of payment of the Premium set out in the Schedule and/or tax invoice, We will provide indemnity to the Insured in accordance with this Policy, subject to the limitations, terms and conditions of the Policy for the period set out in the Schedule.

This Policy is limited to the term specified in the Period of Insurance in the Schedule.

Your Duty of Disclosure

Before you enter into a contract of general insurance with an insurer, you have a duty, under the *Insurance Contracts Act 1984* (Cth) to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

You have that duty until the time the insurer agrees to insure you.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by us;
- this is of common knowledge;
- that your insurer knows or, in the ordinary course of his business, ought to know;
- as to which compliance with your duty is waived by the insurer.

Non-disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

General Insurance Code of Conduct

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

Canopius Asia Pte Ltd T/A Canopius Australia & Pacific and Certain Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of Code is to raise standards of practice and service in the general insurance industry.

Privacy

Canopius Asia Pte Ltd t/as Canopius Australia & Pacific is committed to protecting the privacy of the personal information You provide Us. Canopius Asia Pte Ltd t/as Canopius Australia & Pacific collects, uses and retains Your personal information in accordance with the National Privacy Principles. For full details on how We use Your information, please refer to our Privacy Notice available on Our website www.canopius.com/privacy.

We need to collect the personal information on the applicable proposal form to consider Your application for insurance and to determine the Premium (if Your application is accepted) when You are applying for, changing or renewing an insurance Policy with Us. This information will also be used if You lodge a claim under Your Policy. We may also need to request additional information from You in connection with Your application or a claim. If You do not provide Us with this information, or any additional information We request, We may not be able to process Your application or offer You insurance cover or respond to any claim.

We may disclose the personal information We collect:

- To Our relevant employees and related entities involved in delivering our services;
- If Your insurance broker collects this form from You, to that broker;
- To facilitators such as legal firms, professional experts such as accountants, actuaries, engineers and technology experts;
- To Our appointed third party administrators (TPAs) for claims assessment and administration services;
- To Our service providers based within Australia or overseas such as the United Kingdom, who assist us in delivering our services;
- To the insurance companies with whom We transact business;
- To the Lloyd's Syndicates We represent (which are located in the United Kingdom);
- To insurance reference bureau or credit reference bureau;
- To reinsurers or reinsurance brokers (which may include reinsurers located outside of Australia).

Where We do disclose the information as above the recipient may hold the information in accordance with its own privacy statement/policies. Those may include, by way of example, disclosing the information to and storage of that information by its associated entities which may be located overseas. We may also be required to provide Your personal information to others for purposes of public safety and law enforcement and if required by law or by a law enforcement body to do so.

You may request access to Your personal information and where necessary, correct any errors in this information (some restrictions and costs may apply). If You would like to access a copy of Your personal information or You wish to correct or update Your personal information, please contact Us by email at privacy@canopius.com or call Us on +61 (0)2 8537 3500.

By completing and returning a proposal form or providing Us with any additional information in connection with Your application, You agree to us using and disclosing Your information as set out above. This consent to the use and disclosure of Your personal information remains valid unless You alter or revoke it by giving Us written notice. When You give Us personal information about other individuals, we rely on You to have made or make the individual aware that You will or may provide their personal information to us and the types of other parties and service providers We may provide it to, the relevant purposes We and the other parties and service providers will use it for, and how they can access it. If You have not done or will not do either of these things, You must tell us before You provide the relevant personal information to Us.

Aon

Aon values the privacy of personal information and are bound by the *Privacy Act 1988* (Cth) when Aon collect, use, disclose or handle personal information to offer, provide manage and administer the many financial services and products Aon and the Aon group of companies are involved in.

Further information about Aon's privacy practices can be found in Aon's Privacy Policy that can be viewed on the Aon website at www.aon.com.au or alternatively, a copy can be sent to you on request. Please contact your local Aon office or visit their website if you wish to seek access to, or to correct, the personal information Aon collect or disclose about you.

The Aon Privacy Officer is responsible for privacy compliance issues, including responding to queries from individuals outside of Aon, as well as queries raised by Aon staff. Please direct queries to:

The Privacy Officer
Aon Corporation Australia Pty Ltd
Level 33, 201 Kent Street, Sydney NSW 2000
Tel: 02 9253 7000
Email: au.compliance@aon.com

How to Contact Us

Enquiries of a general nature should be addressed to Canopius Asia & Pacific and should be sent to:

Canopius Asia Pte Ltd t/as Canopius Australia & Pacific
Suite 25.04
Level 25, 52 Martin Place,
Sydney NSW 2000,
T: +61 (0)2 8537 3500
E: info@Canopius.com

CLAIMS: All enquiries specific to making a claim and or notice of an event which is likely to give rise to a claim, please refer to the section below, How to Make a Claim.

COMPLAINTS: Any complaint relating to this Policy, please contact Your broker contact in the first instance and refer to the section below, How to Make a Complaint.

How to Make a Claim

You or any person entitled to claim under this Policy must give Us or Our authorised agent written notice of any event which is likely to give rise to a claim, within thirty (30) days, or as soon as is reasonably practicable.

Please send the notice to:

Attention to: Gavin Deadman (Coverholder)

DWF Claims (Australia) Pty Ltd (Delegated Claims Administrator)
Australia Square Plaza, Level 2/95, Pitt St, Sydney NSW 2000
T: +61 (2) 9030 0700
F: +61 (2) 9030 0788
E: CanopiusAUS@DWFClaims.com
Contact: Andrea Mulchrone

Once notified of Your claim, DWF will provide You with all the necessary claim forms. You must complete these forms in full and return to DWF along with all other information and documentation that is relevant to Your claim in order to ensure a quick and efficient claims assessment. These may include and are not limited to any invoices, medical certificates, Medical Practitioner reports, and employer reports. A failure to provide relevant information could delay processing of Your claim.

Any payments will be made in Australian Dollars (AUD) unless otherwise shown in the Policy Schedule.

How to Make a Complaint

Lloyd's aim is to provide the highest service to its Australian policyholders and, to this end, has developed the following procedures for the fair handling of complaints from Lloyd's policyholders including Insured's under this Policy. There are established procedures for dealing with complaints and disputes regarding Your insurance or claim.

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 Us in the first instance:

Attention: Complaints Office
Canopius Asia Pte Ltd t/as Canopius Australia & Pacific
Suite 25.04
Level 25, 52 Martin Place,
Sydney NSW 2000,
T: +61 (0)2 8537 3500
E: intl.complaint.notifications@canopius.com

We will acknowledge receipt of Your complaint within 1 business day via phone or email 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 review Your complaint within 10 business days. You will be kept informed of the review of Your complaint every 10 business days.

Lloyd's contact details are:

Lloyd's Australia Limited

Telephone: +61 (0)2 8298 0783
Email: idraustralia@lloyds.com
Post: Suite 1603 Level 16,
1 Macquarie Place
SYDNEY NSW 2000

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:

Telephone: 1800 931 678
Email: info@afca.org.au
Post: GPO Box 3 MELBOURNE VIC 3001
Website: www.afca.org.au

AFCA is an independent body that operates nationally in Australia and aims to resolve disputes between You and Your insurer. AFCA provides fair and independent financial services complaint resolution that is free of charge to consumers. Determinations made by AFCA are binding upon Us.
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 may seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to You.

The Underwriters accepting this Insurance agree that:

- if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;

- any summons notice or process to be served upon the Underwriters may be served upon:

Lloyd's Underwriters' General Representative in Australia
Suite 1603
Level 16
1 Macquarie Place
SYDNEY NSW 2000

who has authority to accept service on the Underwriters' behalf;

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

Financial Claim Scheme

This policy may be a protected Policy under Federal Government's Financial Claims Scheme (FCS), which is administered by APRA. The FCS may apply in the event that a general insurance company becomes insolvent. If the FCS applies, a person who is entitled to make a claim under this Policy may be entitled to a payment under FCS. Access to the FCS is subject to eligibility criteria. You may obtain further information about the FCS from www.fcs.gov.au and the APRA hotline on 1300 55 88 49.

Claims

Benefits are payable if you suffer a loss that is covered under the Policy during the Period of Insurance, except if an exclusion or condition applies. If you have a loss under the Policy you must notify Aon immediately.

Premium

The premium is the amount you pay for this Policy and is specified on the Tax Invoice. It reflects what We consider is the likelihood of claims on the Policy and other factors related to Our cost of doing business. The premium includes all applicable government taxes and charges such as stamp duty and the Goods and Services Tax (GST).

Cooling Off Period

You have the right to return the Policy to Us within 30 days of the date that cover is incepted, unless a claim is made under the Policy. If you return the Policy during the cooling off period, We will refund the full amount of the premium. The Policy will be terminated from the date We receive the request to return the Policy.

Section1:Definitions

For the purpose of this **Policy**, the following definitions apply:

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

Advertising Injury means:

a) libel, slander or defamation;

b) infringement of patent, copyright, design or of title or of slogan;

c) piracy or unfair competition or idea misappropriation;

d) invasion of privacy;

e) infringement of trademark, service mark or trade name in a title or slogan but only where used on or in connection with goods or services sold, offered for sale or advertised;

f) any breach of the misleading or deceptive conduct provisions of any consumer protection legislation of any country, State or Territory;

committed or alleged to have been committed during the **Period of Insurance** in any advertisement, publicity article, broadcast or telecast and arising out of **Your** advertising activities or any advertising activities conducted on behalf of **You**, in the course of advertising **Your Products**, goods, services or **Your Business**.

Aircraft means any vessel, craft or thing made or intended to transport persons and/or property through the air, atmosphere or space.

The **Business** means:

a) the **Business** specified in the **Schedule**;

b) the provision and management of canteens, social, sports and welfare organisations, educational and child care facilities primarily for the benefit of **Your Employees**;

c) first aid, medical, fire and ambulance services;

d) the maintenance of **Your** premises or property for which such responsibility exists;

e) private work undertaken by the **Your Employees** for any director, partner or senior executive of **You**;

f) any prior activities which have ceased or have been disposed of but for which **You** may retain a legal liability;

g) participation in exhibitions;

h) hire or loan of plant to other parties;

i) conducted tours of **Your** premises;

j) any other occupation ancillary or incidental to the **Business** stated in the **Schedule**;

k) Participation in, or the arrangement or provision of , fund raising activities, activities for the purpose of the work for the dole scheme and centrelink mutual obligation activities;

l) Work experience programs conducted or arranged by You.

Compensation means any amount paid or payable at law (including but not limited to amounts owing or liability incurred in respect of or arising out of a claim for recovery or contributions made pursuant to any legislation) by **You** in respect of any:

a) **Injury;**

b) **Property Damage;**

c) **Advertising Injury,**

provided that **Compensation** is only payable in respect of an **Occurrence** to which this **Policy** applies.

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.

Employee means:

a) any person under a contract of service or apprenticeship with **You**;

b) labour master and persons supplied by them;

c) person employed by labour only sub-contractors;

d) self-employed persons under **Your** control;

e) persons hired to or borrowed by **You**;

f) persons furnished to **You** to substitute for a permanent employee on leave or to meet seasonal or short-term workload conditions;

g) persons undertaking study or work experience or youth training schemes with **You** working for **You** in connection with the **Business**.

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 **You.**

Geographical Limits means anywhere in the world except **North America**, excluding any judgement, award or settlement made in North Korea, Cuba or Iran provided that:

a) The **Geographical Limits** shall include **North America** but only in respect to:

   1. **Products** sent to **North America**;

   2. **Business** visits by directors, officers and **Employees** normally resident outside **North America**, other than **Employees** who are engaged in manual labour during such visits;

   3. the ownership or occupancy of premises as sales offices and warehouse used by the **Insured** in relation to the export of **Products** from Australia and where **You** do not undertake the repair, service, testing, treatment, processing, assembling, modification or manufacture of **Products**.

b) The indemnity granted by this **Policy** in respect of any judgement, award or settlement made within **North America** (or any Order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part) is subject to the following additional terms and Exclusions in respect of such judgement, award or settlement:

   1. the **Limit of Liability** is inclusive of the other costs and expenses as described under the 'Additional Expenses' section of this **Policy**;

   2. liability for **Injury** to any person and/or **Property Damage** arising out of **Pollution** is hereby excluded. It is further agreed that the cost of preventing, removing, nullifying or cleaning up any seeping, contaminating or polluting substances shall also form part of this Exclusion and shall not be recoverable under this **Policy**.

Incidental Contract means:

a) any written rental agreement or lease of real property;

b) any written contract with any public authority for the supply of water, gas, electricity or telephone services, except those contracts in connection with work done for such authorities;

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

d) any contract specified in the **Schedule**.

Injury means:

a) bodily injury, death, illness, disease, disability, shock, fright, mental anguish and mental injury;

b) false or wrongful arrest, detention or imprisonment and malicious prosecution, wrongful entry upon, wrongful eviction from or other invasion of right to private occupancy of property and humiliation;

c) libel, slander or defamation, except where:

   1. the first publication or utterance happened prior to the commencement of this **Policy**; or

   2. the **Injury** arises out of **Advertising Injury** as defined herein;

d) assault and battery not committed by **You** or at **Your** direction unless committed for the purpose of preventing **Injury** or **Property Damage** or eliminating or preventing danger to persons or property;

e) 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 **You** or at **Your** intentional direction, but only in respect to liability other than for fines and penalties imposed by law.

Insured means:

a) the **Named Insured**;

b) any subsidiary company (including subsidiaries thereof) of the **Named Insured** and any other organisation under the control of the **Named Insured** and over which it is exercising active management;

c) any new organisation acquired during the **Period of Insurance** by the **Named Insured** or any subsidiary company, through consolidation, merger, purchase, or assumption of control and active management, provided that such acquisition or assumption is:

   1. reported to **Us** within ninety (90) days after it is acquired;

   2. endorsed on this **Policy**;

   3. in a business similar to the **Business** stated in the **Schedule**;

d) any director, officer, **Employee**, partner or shareholder of the **Named Insured** or of a company designated above, but only whilst acting within the scope of their duties in such capacity;

e) any voluntary worker and any person whilst working for an insured party for the purpose of gaining work experience;

f) if a party named in the **Schedule** as an insured party is an individual, the spouse and family of that individual but only in respect of the conduct of the **Business**;

g) any person or principal in respect of their liability arising out of the performance by **You** designated in a), b) or c) above, of any contract or agreement, but only to the extent required by such contract or agreement and in any event only for such coverage and **Limits of Liability** as provided in this **Policy**;

h) any office bearer or member or voluntary helper of **Your** social and/or sporting clubs, canteen, security, first aid, fire and ambulance services, educational, welfare or child care facilities, member of a club, society or group formed with **Your** consent (other than an **Insured** designated in g) above) in respect of claims arising from duties connected with any activities of any such club, society or group;

i) any director or executive officer of the **Named Insured** or of a company designated in b) or c) above in respect of private work undertaken by **Your Employees** for such persons;

j) any **Employee** of **You** whilst undertaking private work for any director or senior executive of **You** or of any partner designated in l) of this Definition;

k) persons hired from agencies or labour suppliers but only to the extent that such persons are not otherwise insured;

l) if **You** are declared in the **Schedule** as a partnership or joint venture, any partner or member thereof but only with respect to their liability as a partner or member of such partnership or joint venture;

m) the personal representatives of **You** in respect of liability incurred by **You** whilst acting on behalf of the **Insured**;

n) every subsidiary and/or other organisation of **You** which is divested during the **Period of Insurance**, but only in respect of claims made against such divested subsidiary, related or controlled corporation or organisation caused by or arising out of **Occurrences** insured against by this **Policy**, which occurred prior to the divestment but during the **Period of Insurance**;

o) any individual who is a participant in a job training program conducted or arranged by You and placed for work experience with any third party approved by You;

p) any individual taking part in activities organised or provided by You for the purpose of the work for the dole scheme;

q) any individual taking part in any Centrelink mutual obligation activities organised or provided by You.

provided that:

r) such person(s) shall comply with and be subject to the terms, Definitions, Exclusions, Conditions and provisions of this **Policy** insofar as they can apply;

s) nothing contained in this Definition above shall operate to increase **Our Limit of Liability.**

The **Insurer** means the Company named in the **Schedule**.

Limit of Liability means the amount(s) specified as such in the **Schedule**.

Medical Persons means legally qualified medical practitioners, legally qualified registered nurses, dentists and first aid attendants.

Named Insured means the named entity listed as the Named Insured in the **Schedule** with whom **We** enter into the **Policy**. They are the contracting **Insured.**

North America means the United States of America and Canada.

Occurrence means an event including continuous or repeated exposure to substantially the same general conditions which results in **Injury** to any person, **Property Damage** or **Advertising Injury** where such **Injury, Property Damage** or **Advertising Injury** is neither expected nor intended from the standpoint of the **Insured. Occurrence** extends to include any intentional act by **You** or at **Your** direction which results in **Injury** if such **Injury** arises solely from the use of reasonable force for the purpose of protecting persons or property.

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

Policy means this document, the current **Schedule** and any Endorsement.

Pollution means the discharge, dispersal, seepage, release or escape of smoke, vapours, fumes, acids, alkalis, chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or water.

Product means anything which was, or is deemed by law to have been, manufactured, grown, extracted, treated, produced, processed, sold, supplied, resupplied, distributed, imported, exported, repaired, serviced, renovated, installed, assembled, erected or constructed in the course of the **Business** by **You** or on **Your** behalf, including labels, packaging or containers (other than a **Vehicle**), and shall include:

a) the design, formula or specification of such **Products**; and
b) directions, markings, instructions, warnings or advice given or omitted to be given in connection with such **Products**;

after ceasing to be in the possession or under **Your** control.

Property Damage means:

a) physical injury or damage to or physical loss of or destruction of tangible property including loss of use at any time resulting therefrom;

b) loss of use of tangible property which has not been physically injured, damaged or destroyed provided such loss of use is caused by an **Occurrence**.

Schedule means any document so designated and issued 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, the party or parties named as insured parties, **Limits of Liability** and other details of the insurance by this **Policy**.

Sub-Limit of Liability means the Sub-Limit of Liability contained in the **Schedule**.

Tool of Trade means a **Vehicle** which has a tool or plant forming part of, attached to or used in connection with it while such tool or plant is engaged on a work site but does not include a **Vehicle** whilst in transit to or from any work site.

Vehicle means any type of machine on wheels or on self-laid tracks made or intended to be propelled other than by manual or animal power and any trailer or other attachment whilst attached thereto.

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

We / Us / Our means the **Insurer** specified in the **Schedule**.

You / Your means the **Insured** and any other person entitled to indemnity under the **Policy**.

Section 2: The Cover

Subject to the terms, Definitions, Exclusions, Conditions, provisions and **Limits of Liability** set out in this **Policy**, **We** will indemnify **You** against the legal liability, including for the avoidance of doubt, those assumed under contract or agreement, **You** are required to pay:

a) **Compensation** in respect of:

1. **Injury** to any person;
2. **Property Damage;**
3. **Advertising Injury**;

occurring within the **Geographical Limits** during the **Period of Insurance** as a result of an **Occurrence** happening in connection with the **Your Business** or **Products**.

Section3:AdditionalExpenses

With respect to the indemnity provided by this **Policy**, **We** will pay the following costs and expenses in addition to the **Limit of Liability:**

a) all legal costs and other expenses incurred with **Our** written consent;

b) all costs and expenses incurred by **You** for legal representation at any appeal, coroner's inquest, royal commission, fatal accident inquiry or court of summary jurisdiction or an indictment in a higher court;

c) all expenses incurred by **You** for first aid rendered for **Injury** to others at the time of an **Occurrence**, except any medical expenses which **We** are prohibited by law from paying;

d) all expenses 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**;

e) all expenses incurred in purchasing and/or hiring and/or erecting and dismantling of hoarding, barriers, fences and any other form of temporary protection, including such protection which **You** must provide in compliance with the requirements of any Government, local government or other statutory authority.

f) all post-judgement interest that accrues on **Our** portion of any judgement 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**;

g) all premiums on appeal bonds and security for costs required in any suit and pay premiums on bonds to release attachments in any suit for an amount not in excess of the applicable **Limit of Liability** of this **Policy**, but **We** shall have no obligation to apply for or furnish any such bonds or security for costs;

h) actual costs of salaries or wages **Your** attendance at hearings, trials or coronial inquiries whether civil, criminal or appellate.

Even if the allegations of a suit are groundless, false or fraudulent, **We** will defend any suit against **You** for compensation or damages to which indemnity under this **Policy** applies (or would apply if the claim was sustained) and **We** may make such reasonable investigations and settlement of any claim as **We** deem appropriate taking into account **Your** interests.

If a payment exceeding the **Limit of Liability** has to be made to dispose of a claim, **Our** liability to pay Additional expenses under this Section 3 will be limited to that proportion of Additional Expenses as the **Limit of Liability** bears to the amount paid to dispose of the claim.

In jurisdictions where **We** may be prevented by law or otherwise from carrying out **Our** obligations or paying the costs and/or any of the expenses described in this Section 3, **We** shall pay any such costs or expenses incurred for others to carry out such actions and payments on **Our** behalf, provided that such costs or expenses are incurred with **Our** written consent.

Section4: Exclusions

Our liability to indemnify **You** pursuant to Section 2 and to pay other costs and expenses pursuant to Section 3 shall not extend to any of the following:

1. Advertising Injury

Liability arising out of **Advertising Injury** for:

a) offences committed prior to the inception date of this **Policy**;

b) offences made at **Your** direction with knowledge of the illegality or falsity thereof;

c) breach of contract, other than misappropriation of advertising ideas under an implied contract;

d) incorrect description of the price of the **Products**, goods or services;

e) failure of the **Products**, goods or services to conform with advertised performance, quality, fitness or durability.

2. Aggravated, Punitive or Exemplary Damages

Aggravated, punitive or exemplary damages.

3. Aircraft and Watercraft

Liability arising from:

a) the ownership, possession or use by **You** of any **Aircraft;**

b) construction, repairs, maintenance or installation work on **Aircraft**;

c) the ownership, possession or use by **You** of any **Watercraft** in excess of 15 metres in length, but this Exclusion shall not apply to **Watercraft** which are not owned by **You** when such craft are:

1. operated by independent contractors provided that **You** have not entered into a Charter Party Agreement with such contractors; or

2. used by **You** for **Business** entertainment.

4. Aircraft Products

Liability arising out of or in connection with the **Products** which **You** knew or had reasonable cause to believe would be incorporated into the structure, machinery, controls or construction of any **Aircraft**.

5. Asbestos

Liability arising out of, caused by or in connection with asbestos or materials containing asbestos.

6. Contractual Liability

Liability assumed by **You** under any contract or agreement**,** but this Exclusion does not apply to:

a) the extent that such liability would have been implied by law;

b) liability assumed by **You** under a warranty of fitness or quality;

c) contracts which are **Incidental Contracts** and the liability does not arise by reason of an obligation to insure a leased property or an obligation to indemnify a landlord irrespective of fault.

7. Electronic Data

Liability arising out of:

a) communication, display, distribution or publication of **Electronic Data** however, this Exclusion does not apply to **Injury** or **Advertising Injury** resulting from any of them;

b) total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of **Electronic Data**;

c) error in creating, amending, entering, deleting or using **Electronic Data**; or

d) 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.

8. Employers' Liability

Liability for **Injury:**

a) for which insurance against such liability (whether the insurance is limited in amount or not) is or would have been provided to **You** through licensed self-insurance or under a policy in a form prescribed or approved under or issued in pursuance of any Workers' Compensation or Accident Compensation legislation applicable to **You** whether or not such insurance has been effected. However, this **Policy** will respond to liability not covered under any such insurance or licensed self-insurance provided that **You** have complied with **Your** obligations pursuant to such legislation or licensed self-insurance; or

b) relating to **Employment Practices**;

provided that:

c) Exclusions b) and c) shall not apply with respect to:

1. liability of others assumed by **You** under written contract;

9. Fines, Penalties and/or Liquidated Damages

Fines, penalties and/or liquidated damages imposed by law or assumed by **You** under any contract, warranty or agreement.

10. Industrial Awards

Liability to or of any of **Your Employees** imposed by the provisions of any industrial award or agreement or determination where such liability would not otherwise have attached.

11. Loss of Use

The loss of use of tangible property which has not been physically injured, damaged or destroyed which results from:

a) delay in or lack of performance by or on behalf of **You** of any contract or agreement;

b) the failure of the **Products** to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by **You**. However, this does not apply to loss of use of other tangible property resulting from the sudden, unexpected and unintended physical injury to or destruction of the **Products** after such products have been put to use by any person or organisation other than **You.**

12. Nuclear

Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by, or arising from, ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion or fission of nuclear fuel or radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

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

13. Pollution

a) Liability arising out of **Pollution**;

b) Any costs and expenses incurred in the prevention, removing, nullifying or clean-up of such **Pollution**;

but this Exclusion does not apply where the liability arises from a sudden, identifiable, unintended and unexpected event from **Your** standpoint which takes place in its entirety at a specific time and place.

Notwithstanding the foregoing, this Exclusion shall not apply to any liability arising out of the discharge, dispersal, release or escape of legionella bacteria.

14. Products and Work Performed

Liability for:

a) the cost of making good, replacing or reinstating workmanship performed by **You** which is or is alleged to be or was faulty. This Exclusion does not apply to resultant **Property Damage** but not within the scope of the foregoing paragraph;

b) the cost of making any refund of the price paid for any **Products**;

c) the cost of or damages claimed in relation to the withdrawal, recall, inspection, repair, replacement or loss of use of the **Products** or any property of which such **Products** form a part, if such **Products** or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

d) **Property Damage** to the **Products** if such damage is attributable to any defect in them or to their harmful nature or unsuitable, other than those **Products** repaired, serviced or treated by **You** after such **Products** were originally sold, supplied or distributed, however this Exclusion d) shall be restricted to the defective or harmful or unsuitable part of the **Product** and shall not apply to **Property Damage** to the remainder of such **Product** or **Products**.

15. Property Owned by or in the Care, Custody or Control of the Insured

Property Damage to property owned by **You** or held in trust or in **Your** custody or control but this Exclusion does not apply to:

a) personal property of **Your** directors, **Employees** and visitors;

b) premises (including fixtures and fittings) not owned by **You**;

1. at which **You** are undertaking work in connection with the **Business,** but no indemnity is granted for **Property Damage** to that part of the property on which **You** are working, and which arises out of such work;

2. which are leased, rented or loaned to **You**; but no indemnity is granted for **Property Damage** caused by any third party under **Your** care, control or direction;

c) **Vehicles** (including spare parts and accessories thereon) not owned or used by **You** in connection with the **Business** whilst within a car park belonging to or under the control of **You** provided that **You**, as a principal part of the **Business**, do not operate the car park for reward;

d) any other property (except property owned by **You** and property described in a), b) or c) above), but **Our** liability per **Occurrence** in respect of this clause shall not exceed $250,000 or the **Sub-Limit of Liability** stated in the **Schedule**.

16. Professional Liability

Liability arising out of the rendering of or failure to render professional advice or service by **You**, but this Exclusion does not apply to:

a) **Injury** to any person or **Property Damage** arising therefrom, where such professional advice or services is not provided for a specific fee; or

b) the rendering of or failure to render professional medical advice by **Medical Persons** employed by **You** to provide first aid and other medical services of **Your** premises.

17. Requirement to Insure

Property Damage to property rented to, leased to, occupied by, or used by, or in **Your** care, custody or control to the extent **You** are under contract to provide insurance thereof.

18. Terrorism

Injury to any person or **Property Damage** directly or indirectly caused by, resulting from or in connection with any:

a) **Act of Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to such **Injury** or **Property Damage**;

b) action taken in controlling, preventing, suppressing or in any way relating to any **Act of Terrorism**.

19. Vehicles

Injury to any person or **Property Damage** arising from the ownership, possession or use by **You** of any **Vehicle** whilst used in circumstances where such **Vehicle** is required by law to be registered, provided that this Exclusion shall not apply:

a) to **Injury** where compulsory liability insurance or a statutory scheme does not provide indemnity for reasons that do not involve a breach by **You** of legislation relating to **Vehicles**;

b) where such **Injury** and/or **Property Damage:**

1. is caused by or arises from the loading or unloading of or the delivery or collection of goods or from any **Vehicle** where such **Injury** or **Property Damage** occurs beyond the limits of any carriageway or thoroughfare;

2. arises out of the loading or unloading of or the delivery or collection of goods to or from any **Vehicle** used in work undertaken by or on behalf of **You** but not in **Your** physical or legal control;

3. is caused by or arises out of or in connection with any **Vehicle** working as a **Tool of Trade;**

4. is indemnified under 15. c).

20. War and Civil War

Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

This Policy will also not cover Loss in connection with confiscation or nationalisation or requisition of property by or under the order of any government or public or local authority, however this exclusion shall not apply to Property Damage resulting therefrom.

21. Communicable Disease Exclusion

Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause

contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

22. Cyber Liability (Limited) Exclusion

1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any **Cyber Loss** regardless of any other cause or event contributing concurrently or in any other sequence thereto, unless subject to the provisions of paragraph 2.

2 Subject to the other terms, conditions and exclusions contained in this Policy, this Exclusion will cover losses arising from legal liability of the Insured caused by or arising out of a **Cyber Act** or a **Cyber Incident** which result in Injury to third parties (other than mental injury, mental anguish or mental disease) or physical damage to third party property.

3 This endorsement is applicable to the following classes of business:

3.1 Products Liability;

3.2 Public Liability.

4 Any loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data,** including any amount pertaining to the value of such **Data** shall not be recoverable hereunder, nor be considered as physical loss or damage for the purposes of this exclusion clause or any other part of this Policy.

5 Any recoveries, collectibles or retention from any other form of insurance or reinsurance, whether specific, general or which may overlap including deductibles or self-insured retention which protects the Insured in respect of any **Cyber Loss** (hereinafter “Other Recoveries”) shall inure to the benefit of the Underwriters in all cases and this contract shall not respond until all Other Recoveries are exhausted. The liability of the Underwriters in respect of loss or losses covered hereunder shall not be increased by any reason of the inability of the Insured to collect any amounts from Other Recoveries.

6 If the Underwriters allege that by reason of this exclusion any **Cyber Loss** sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall fall to the Insured.

Definitions

7 **Cyber Loss** means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **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**.

8 **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**.

9 **Cyber Incident** means:

a. 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

b. 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 **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.

11 **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**.

23. Biological or Chemical Materials Exclusion (NMA2962)

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

24. Australia Terrorism Insurance Act 2003 Notice (NMA2984)

The Underwriters have treated this Insurance (or part of it) as an Insurance to which the Australia Terrorism Insurance Act 2003 (ATIA) applies. ATIA and the supporting regulations made under the Act deem cover into certain policies and provide that the Terrorism exclusion to which this Insurance is subject shall not apply to any “eligible terrorism loss” as defined in ATIA. Any coverage established by ATIA is only in respect of any “eligible terrorism loss” resulting from a “terrorist act” which is a “declared terrorist incident” as defined in ATIA. The Terrorism exclusion to which this Insurance is subject applies in full force and effect to any other loss and any act or event that is not a “declared terrorist incident”. All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged. If any or all of the Underwriters have reinsured this Insurance with the Australian Reinsurance Pool Corporation, then any such Underwriters will not be liable for any amounts for which they are not responsible under the terms of ATIA due to the application of a “reduction percentage” as defined in ATIA which results in a cap on the Underwriter’s liability for payment for “eligible terrorism losses”.

25. Several Liability Notice (LSW1001)

The subscribing Insurers’ obligations under Contracts of Insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurers’ are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations.

26. Radioactive Contamination Exclusion Clause – Physical Damage – Direct

This policy does not cover any loss or damage arising directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination however such nuclear reaction nuclear radiation or radioactive contamination may have been caused * NEVERTHELESS if Fire is an insured peril and a Fire arises directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination any loss or damage arising directly from that Fire shall (subject to the provisions of this policy) be covered EXCLUDING however all loss or damage caused by nuclear reaction nuclear radiation or radioactive contamination arising directly or indirectly from that Fire.

* NOTE. - If Fire is not an insured peril under this policy the words "NEVERTHELESS" to the end of the clause do not apply and should be disregarded.

Section5:GeneralConditions

1. Excess

When specified in the **Schedule**, each claim (or series of claims arising out of continuous or repeated exposure to substantially the same general conditions) arising under Sections 2 and/or 3 is subject to the **Excess** shown. Should more than one **Excess** apply under this **Policy** for any claim (or series of claims arising out of continuous or repeated exposure to substantially the same general conditions) such **Excesses** shall not be aggregated and only the highest single level of **Excess** shall apply.

2. Limit of Liability

Our total limit of liability in respect of any one **Occurrence** shall not exceed the **Limit of Liability** stated in the **Schedule**. All **Injury** to any person, **Property Damage** or **Advertising Injury** arising out of continuous or repeated exposure to substantially the same general conditions will be construed as arising out of one **Occurrence.** The **Limit of Liability** shall be payable in excess of any amount specified as an **Excess**.

Our total aggregate liability during any one **Period of Insurance** for all claims arising out of the **Products** shall not exceed the **Limit of Liability** stated in the **Schedule**.

Our total aggregate liability during any one **Period of Insurance** for all claims arising out of **Pollution** shall not exceed the **Limit of Liability** stated in the **Schedule**.

Where the **Limit of Liability** is limited in the Aggregate in any one **Period of Insurance**, **You** may request a reinstatement of the limit in the event of a claim, for an additional fifty (50) percent of the annual premium for the **Period of Insurance.** The Aggregate of the amounts so reinstated shall not exceed an amount equal to the original **Limit of Liability** at the commencement of the **Period of Insurance**, provided that such reinstatement shall only apply in respect of subsequent claims that are in no way related to the **Occurrence** that occasioned the automatic reinstatement.

3. Notification

If **You** become aware of any **Occurrence** giving rise or likely to give rise to a claim under this **Policy** or upon **Your** receipt of notice of any claim or subsequent proceeding, **You** shall as soon as practicable thereafter:

a) give notice thereof in writing to **Us**;

b) preserve any property or things which might prove necessary or useful by way of evidence in connection with any claim and, so far as may be reasonably practicable, with due regard to safety, no alteration or repairs shall, without **Our** consent, be made after the **Occurrence** until **We** shall have had an opportunity of inspection;

c) forward to **Us** every letter of demand, writ, summons or process as soon as practicable after receipt thereof and give notice to **Us** in writing as soon as practicable after **You** shall have knowledge of an impending prosecution or inquest in connection with any **Occurrence**;

d) when called upon to do so, furnish to **Us** in writing all details of the **Occurrence** together with such evidence and explanations as **We** may reasonably require.

Notwithstanding the provisions of this Condition, this insurance will not be prejudiced by any inadvertent delay, error or omission in notifying **Us** of any **Occurrence** that may give rise to a claim or claims under the **Policy**.

4. Subrogation

If **We** pay an amount under the **Policy**, **We** shall be subrogated to all of **Your** rights and to recover against any person or entity other than **You** and **You** must execute and deliver any instruments and papers **We** reasonably require and do whatever else is necessary to enable **Us** to secure such rights. After any loss, **You** must not take any action which will prejudice **Our** rights to subrogation.

Any amount so recovered 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 its actual payment in respect of the claim;

c) third, to reimburse **You** for any **Excess** borne by **You**;

d) fourth, any balance recovered which exceeds the loss shall be payable to **You**.

The expenses of such recovery proceedings shall be apportioned as agreed between **You** and **Us**. Should the parties be unable to agree on an appropriate apportionment then such expenses shall be paid by each party in the same proportion as their percentage share of all amounts recovered. If there is no such recovery by **Us**, the expenses shall be borne by **Us**.

5. Defence and Settlement of Claims

No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of **You** without **Our** consent, and **We** shall have the right and duty to take over and conduct in **Your** name the defence or settlement of any claim subject to **Your** right to be informed of the status of proceedings and to be consulted where appropriate. **We** will take into account any reputational impact on **You**.

We may pay to **You** the amount of the applicable **Limit of Liability**, or such lesser sum for which the claim can be settled, subject in either case to deduction of any sum or sums already paid as damages or compensation in respect of such claim and **We** shall thereafter be under no further liability in respect of such claim except for the payment of costs and expenses for which **We** are liable hereunder incurred prior to the date of such payment, whether or not pursuant to an order made subsequently.

6. Reasonable Precautions

You shall:

a) take reasonable precautions to prevent or minimise liability and take reasonable measures to maintain efficient ways, works, machinery, fencing and plant;

b) at its own expense, take reasonable action to trace, recall or modify any of the **Products** containing any defect or deficiency of which **You** have knowledge or has reason to suspect, including (but not limited to) any **Products** subject to Government or statutory ban.

7. Cross Liability, Severability and Waiver of Subrogation

This **Policy**, including any amendment, renewal or variation or endorsement of it, shall be construed as if each insured party had made a proposal, application or request for the **Policy**, amendment, renewal, variation or endorsement in respect of their interest only. Further, any information or knowledge possessed by one insured party, whether possessed before or after the contract was entered into, shall not be imputed to any other such party. **We** will not seek any relief whatsoever (including cancellation of the **Policy**) for non-disclosure and/or misrepresentation against an insured party unless **We** would have been entitled to that relief had the party been the only party covered by this **Policy**.

Further, neither the inclusion of more than one **Insured** under this **Policy** nor any act, omission, breach or default by any **Insured** shall in any way affect the rights of any other **Insured**, it being intended that this **Policy** shall be constructed as if a separate contract of insurance has been entered into by each **Insured**; but no so as to increase **Our Limit of Liability.**

All right of subrogation is waived under this **Policy** against every company, organisation and person defined as an **Insured** under this **Policy** to which or to whom protection is afforded under this **Policy**, provided that with respect to any person who is an **Insured** because of their status as a principal under a contract shall only apply to claims which arise by virtue of the definition of **Insured**.

8. Insolvency or Bankruptcy

The insolvency or bankruptcy of any party comprising the **Insured** shall not release any of **Our** obligations hereunder.

9. Adjustment of Premium

Where the Premium for this **Policy** is arranged on an adjustable basis, the **Insured** shall keep accurate records and make declarations to the **Insurer** in respect of the **Period of Insurance** so that the necessary adjustment of Premium may be made subject to the application of any minimum Premium required.

10. Cancellation

This **Policy** may be cancelled at any time at **Your** request.

We may also cancel this **Policy** on any grounds subject to the Insurance Contracts Act where **We** have given **You** written notice of such cancellation in accordance with the Act.

Our notice of cancellation takes effect at the earlier of the following times:

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

b) 4:00pm on the sixtieth (60^{th}) business day after the day on which notice was given to **You**.

In the event that either **You or We** cancel this **Policy;**
- **We** will provide a pro-rata refund of the Premium for the unexpired **Period of Insurance** from the date of cancellation.
- **You are entitled to ask for a pro-rata refund of Aon's fees and/or commissions in the event of mid-term cancellation of this Policy.**

If You are aware of a potential claim, or have made a claim under the Policy and We have agreed to the claim, no return premium, fees and/or commissions will be made.

11. Goods and Services Tax (GST)

GST, Input Tax Credit, Acquisition and Supply have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act 1999 and related legislation as amended from time to time.

Taxable Percentage is **Your** entitlement to an Input Tax Credit on the Premium as a percentage of the total GST on that Premium.

a) Where **We** make a payment under this **Policy** for the Acquisition of goods, services or other Supply, the amount of the payment will be reduced by the amount of any Input Tax Credit that **You** are, or will be, entitled to in relation to that Acquisition, whether or not **You** make that Acquisition.

b) Where **We** makes 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 the payment by the amount of any Input Tax Credit that **You** would have been entitled to had the payment been applied to acquire such goods, services or other Supply.

Any GST amount paid by **Us** shall be in addition to the **Limits of Liability** specified in the **Schedule**.

No payment shall be made to **You** for any GST liability that they may acquire upon settlement of a claim if **You** have not informed **Us** of its correct Taxable Percentage.

12. Notices and Service of Legal Process

You may effect notice, advice or service of any legal process in connection with this **Policy** upon **Us** by delivering that notice, advice or process by hand or by post to **Our** address stated in the **Schedule**.

13. Proper Law

The **Insurer** and the **Insured** hereby submit to the jurisdiction of all Australian Courts in relation to all matters arising under this **Policy**.

14. Other Insurance

If **You** make a claim under this **Policy** in respect of which **You** are or may be indemnified in whole or part under any other insurance(s) then **You** must advise **Us** of the full details of such other insurances when making the claim under this **Policy**. Subject to the provisions of the Insurance Contracts Act 1984, **We** reserve **Our** rights to seek contribution from such other insurer(s).

This **Policy** shall apply in excess of and shall not contribute to any policy arranged by any other party which has been endorsed to name **You** as a beneficiary of cover under that policy and where **You** are a non-contracting party to that policy.

15. Breach of Conditions

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

a) breach of a 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**; or

c) error in the name 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 circumstances 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 so requested) pay such reasonable additional premium that may be required.

16. Sanctions

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America, Australia or New Zealand.

All other terms exclusions and conditions of this Policy remain unaltered.

17. Our Consent

For the purposes of this Policy, wherever Our consent is required as a pre-condition for the payment of a benefit or before You are permitted to take an action, such consent is not to be unreasonably withheld or delayed.

Section7: Endorsements

The following Endorsements to the standard cover will be deemed to be incorporated in this **Policy** only when specified in the **Schedule**.

1. Errors & Omissions

Notwithstanding General Exclusion 16, **We** will indemnify **You** against legal liability **You** are required to pay compensation in respect of **Financial Loss** occurring during the **Period of Insurance** provided that such **Financial Loss** arises out of any negligent act, error or omission committed or alleged to have been committed by or on behalf of **You** in the course of the **Business** or in respect of the **Products**.

Our total aggregate liability during any one **Period of Insurance** for all claims arising out of **Financial Loss** shall not exceed the **Sub-Limit of Liability** stated in the **Schedule**, inclusive of costs and expenses as specified under the Clause 3 Additional Expenses.

The indemnity provided under this Endorsement is subject to the Excess specified in the **Schedule.**

DEFINITIONS APPLICABLE TO THIS ENDORSEMENT

Financial Loss means any loss which is economic in nature and not consequent upon **Injury** or **Property Damage** otherwise insured by this **Policy**.

EXCLUSIONS APPLICABLE TO THIS ENDORSEMENT

Our liability to indemnify **You** pursuant to this Endorsement shall not exceed to liability:

a) for the cost of recalling, withdrawing, replacing or repairing **Products** or of making any refund on the price paid for **Products**;

b) assumed under contract or agreement unless such liability would have attached in the absence of such contract or agreement;

c) arising from facts or circumstances which are inevitable having regard to:

   1. the circumstances and nature of the work undertaken; or

   2. the **Products**;

d) arising directly or indirectly out of any delay in the performance of services or out of the sale or supply of **Products**;

e) incurred by or caused by a director or executive officer of **You** whilst acting within the scope of their duties in such capacity;

f) incurred by or caused by a director or executive officer of **Your** staff superannuation fund or funds whilst acting within the scope of their duties in such capacity;

g) arising out of conspiracy, conversion, deceit, inducement, breach of contract or injurious falsehood;

h) arising out of or in connection with any dishonest, fraudulent, intentional, criminal or malicious act, error or omission by **You** or by an **Employee** of **You**;

i) arising in **North America** or in respect of any claim which would be subject to the jurisdiction of the Courts of **North America**.

Subject otherwise to the terms, Conditions and Exclusions of the **Policy**.

2. Molestation

We shall extend this **Policy** to indemnify **You** in respect of **Your** vicarious legal liability (including any Additional Expenses pursuant to Clause 3) arising out of or caused by or in connection with the molestation, interfering or assault of any person but only in respect of **Claims** made during the **Period of Insurance** and where such molesting, interfering or assault occurs after the retroactive date of this Endorsement.

No cover shall extend to any person who committed, or expressly knew and/or condoned, such molestation, interference or assault. **We** shall have no obligation to defend any action, suit or proceeding against such persons.

CONDITIONS APPLICABLE TO THIS ENDORSEMENT

a) a **Claim** must be made against **You** during the **Period of Insurance** for this **Policy** to apply; and

b) **You** must notify **Us** in writing of such **Claim(s)** as soon as practicable. Such notification must be given to **Us** during the **Period of Insurance** for this **Policy** to apply.

If any circumstances or facts come to the attention of **You** during the **Period of Insurance** which are likely to give rise to a **Claim** being made against them or which **You** should reasonably expect to give rise to a **Claim** being made against them, **You** must notify **Us** during the **Period of Insurance**.

The time of the happening of the molestation, interference or assault which gives rise to a **Claim** is not of relevance, provided they occur after the **Retroactive Date** of this Endorsement.

DEFINITIONS APPLICABLE TO THIS ENDORSEMENT

Claim means:

a) any writ, statement of claim, summons, application or other originating legal or arbitral process, cross claim, counterclaim or third or similar party notice issue against or serviced upon **You**; or

b) the receipt by **You** of any written or verbal notice of demand for **Compensation** made by a third party against them, notwithstanding the number of occurrences or incidents alleged to have taken place.

Retroactive Date means the Retroactive Date as shown in the **Schedule**.

LIMIT OF LIABILITY AND EXCESS APPLICABLE TO THIS ENDORSEMENT

We shall pay all costs in the investigation, defence, settlement or appeal of a **Claim** (including Additional Expenses under Clause 3) for which indemnity is available under this Endorsement provided that the total aggregate liability (including Additional Expenses under Clause 3) shall not exceed $5,000,000 any one **Claim** and in the aggregate during any one **Period of Insurance**, notwithstanding the number of **Claims** made.

An Excess of $5,000 each and every **Claim** (including Additional Expenses under Clause 3) shall be the amount first payable by **You** and shall be borne by **You**. **Our** liability shall only be in excess of this amount.

EXCLUSIONS APPLICABLE TO THIS ENDORSEMENT

This Endorsement does not cover liability:

a) arising out of molestation, interference or assault which occurred or allegedly occurred prior to the **Retroactive Date**;

b) arising out of any facts or circumstances of which **You** were aware of prior to the commencement of the **Period of Insurance** or which a reasonable person in **Your** position would have considered may give rise to a **Claim**;

c) assumed under contract or agreement, unless such liability would have attached in the absence of such contract or agreement;

d) not in relation to the **Business**;

e) arising in **North America** or in respect of any **Claims** which would be subject to the jurisdiction of the Courts of **North America**.

We will not indemnify any individual convicted of any criminal act in respect of any civil suit or action or **Claims** arising in connection with such criminal act.

3. Student to Student/Member to Member

This **Policy** is extended to include the liability of one student or member to another with respect to **Occurrences** arising during any performance or related functions conducted by or under the auspices of **You**. In the event of any student being entitled to indemnity under any one policy of **Insurance**, the indemnity granted will only apply in an amount in excess of that provided by such other **Policy**.

4. Voluntary Workers

This **Policy** is extended to indemnify voluntary workers and voluntary performers for and on behalf of **You** but only whilst working and/or performing in such capacity with **You.**

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Aon is a leading provider of risk management services, insurance and reinsurance broking and employee benefit and risk solutions. Aon professionals meet the diverse and varied needs of our clients through our industry knowledge, technical expertise and global resources.

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