



ALLIED  MEDICAL



Allied&Medical Solution **ONE** Policy Wording

Professional Indemnity and Public Liability

Solution Underwriting Agency Pty Ltd

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Solution Underwriting Composite Liability Insurance Policy

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Important information

This Policy is a legal contract between You and Us. You have paid, or agreed to pay, Us the Premium and We provide the cover specified in this Policy and as set out in Your Schedule.

The terms, conditions and provisions of the insurance We offer You are set out in this Policy. It is important that You:

- read all of the Policy before You buy it to make sure that it gives You the protection You need;
- are aware of the limits on the cover provided and the amounts We will pay You (including any Excess that applies);
- are aware of the definitions in Your Policy. You will find definitions throughout Your Policy.

You must comply with all provisions of this Policy, otherwise We may be entitled to refuse to pay a claim or reduce the amount You are entitled to receive.

The Policy is in force for the Period of Insurance set out in Your Schedule or until cancelled.

For the limits on the cover provided:

- some of these will be stated in the Policy itself (these are Our standard policy limits); and
- the remainder will be stated in Your Schedule.

In some circumstances the terms and conditions of this Policy may be amended by endorsement. If Your Policy is endorsed You will receive notification of the endorsement.

In issuing this Policy to You, We have relied upon the Proposal form You have already completed.

Receiving Your Policy documents

You may choose to receive Your Policy documents:

- electronically, including but not limited to, email; or
- by post.

If You tell Solution to send Your Policy documents electronically then they will send them to the email address that You have provided. This will continue until You tell Solution otherwise or until Solution advises that this method is no longer suitable. Each electronic communication will be deemed to be received by You 24 hours after it leaves Solution's information system. If You do not tell Solution to send Your Policy documents electronically then the Policy documents will be sent to the mailing address that You have provided.

You are responsible for ensuring that the email and mailing address that Solution has is up to date. Please contact Solution to change Your email or mailing address.

Updates to Your Policy

From time to time and where permitted by law, We may change parts of the Policy. We will issue You with an endorsement or other document to update the relevant information except in limited cases. Any updates which are not materially adverse to You from the view of a reasonable person deciding whether to buy this insurance, may be found on Solution's website at solutionunderwriting.com.au.

You can obtain a paper copy of updated information without charge by calling Solution or Your intermediary.

Cooling-off period

If You are not satisfied with the cover provided by this Policy, You may cancel it within 14 days of receiving it, and obtain a full refund less any non-refundable government charges and taxes that We have paid. You may notify Us in writing or electronically.

If You make a claim for any incident within the 14 day period, You must pay Your annual Premium in full.

If Your Policy is for an event that will finish within the 14 day cooling off period, You can only exercise Your right to cancel before the event starts.

About the insurer

This insurance is underwritten by Chubb Insurance Australia Limited (ABN 23 001 642 020, AFSL 239 687) ('Chubb'). Chubb is regulated by the Australian Prudential Regulation Authority ('APRA').

If You require further information about this insurance or wish to confirm a transaction, please contact Solution.

Chubb's contact details are:

Grosvenor Place
Level 38, 225 George Street
Sydney NSW 2000
☎ +61 2 9335 3200
✉ +61 2 9335 3411
www.chubb.com/au

About the agent

Solution Underwriting Agency Pty Ltd (ABN 68 139 214 323, AFSL 407780) (Solution) arranges policies for and on behalf of Chubb.

Solution acts under a binding authority given to it by the insurer to administer, arrange, enter into, vary, renew and/or cancel policies. In all aspects of arranging this Policy, Solution acts as an agent for the insurer and not for You.

If You have any queries in relation to Your Policy, You can contact Solution in any of the following ways:

Postal Address: Level 5, 289 Flinders Lane,
Melbourne, VIC 3000 Australia
Tel: 03 9654 6100
Email: solution@solutionunderwriting.com.au

Your duty of disclosure

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

You have this duty until we agree to insure you.

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

What you do not need to tell us

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

If you do not tell us something

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

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

Taxation Information

The amount of cover available under this Policy excludes Goods and Services Tax (GST).

If You are not registered for GST, in the event of a claim We will reimburse You the GST component in addition to the amount that We pay.

The amount that We are liable to pay under this Policy will be reduced by the amount of any input tax credit that You are or may be entitled to claim for the supply of goods or services covered by that payment.

If You are entitled to an input tax credit for the Premium You must inform Us of the extent of that entitlement at or before the time You make a claim under this Policy. We will not indemnify You for any GST liability, fines or penalties that arise from or are attributable to Your failure to notify Us of Your entitlement (or correct entitlement) to an input tax credit on the Premium.

If You are liable to pay an Excess under this Policy, the amount payable will be calculated after deduction of any input tax credit that You are or may be entitled to claim on payment of the Excess.

If You are unsure about the taxation implications of this Policy, You should seek advice from Your accountant or tax professional.

Privacy Statement

In this Statement “We”, “Our” and “Us” means Chubb Insurance Australia Limited (**Chubb**).

“You” and “Your” refers to Our customers and prospective customers as well as those who use Our Website.

This Statement is a summary of Our Privacy Policy and provides an overview of how We collect, disclose and handle Your Personal Information. Our Privacy Policy may change from time to time and where this occurs, the updated Privacy Policy will be posted to Our website.

Why We collect Your Personal Information

The primary purpose for Our collection and use of Your Personal Information is to enable Us to provide insurance services to You. Sometimes, We may use Your Personal Information for Our marketing campaigns, in relation to new products, services or information that may be of interest to You. If You wish to opt out of Our marketing campaigns You can contact Our customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com.

How We obtain Your Personal Information

We collect Your Personal Information (which may include sensitive information) at various points including but not limited to when You are applying for, changing or renewing an insurance policy with Us or when We are processing a claim. Personal Information is usually obtained directly from You but sometimes via a third party such as an insurance intermediary or Your employer (e.g. in the case of a group insurance policy). Please refer to Our Privacy Policy for further details.

When information is provided to Us via a third party We use that information on the basis that You have consented or would reasonably expect Us to collect Your Personal Information in this way. We take reasonable steps to ensure that You have been made aware of how We handle Your Personal Information.

When do We disclose Your Personal Information?

We may disclose the information We collect to third parties, including service providers engaged by Us to carry out certain business activities on Our behalf (such as claims assessors and call centres in Australia). In some circumstances, in order to provide Our services to You, We may need to transfer Your Personal Information to other entities within the Chubb group of companies such as the regional head offices of Chubb located in Singapore, UK or USA (Chubb Group of Companies), or third parties with whom We (or the Chubb Group of Companies) have sub-contracted to provide a specific service for Us, which may be located outside of Australia (such as in the Philippines or USA). These entities and their locations may change from time to time. Please contact us, if you would like a full list of the countries in which these third parties are located.

Where access to Our products has been facilitated through a third party (for example: insurance broker, online marketing agency etc) We may also share Your information with that third party.

In the circumstances where We disclose Personal Information to the Chubb Group of Companies, third parties or third parties outside Australia We take steps to protect Personal Information against unauthorised disclosure, misuse or loss.

Your Consent

In dealing with Us, You agree to Us using and disclosing Your Personal Information as set out in this Privacy Statement and Our Privacy Policy. This consent remains valid unless You tell Us otherwise. If You wish to withdraw Your consent, including for things such as receiving information on products and offers by Us or persons We have an association with, please contact Our Privacy Officer.

Access to and correction of Your Personal Information

If you'd like a copy of your Personal Information or wish to correct or update it, want to withdraw Your consent to receiving offers of products or services from Us or persons We have an association with, or You would like a copy of Our Privacy Policy, please contact Our customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com.

To request access to, update or correct your personal information held by Chubb, please complete Our Personal Information Request Form online or download it from www2.chubb.com/au-en/footer/privacy.aspx and return to:

Email: CustomerService.AUNZ@chubb.com

Fax: + 61 2 9335 3467

Address: GPO Box 4907 Sydney NSW 2001

How to Make a Complaint

If You have a complaint or would like more information about how We manage Your Personal Information, please review Our Privacy Policy for more details, or contact:

Privacy Officer
Chubb Insurance Australia Limited
GPO Box 4907 Sydney NSW 2001
+61 2 9335 3200
Privacy.AU@chubb.com

Notice to the Insured

Parts A and C this Policy are issued on a 'claims made and notified' basis. This means that, subject to the Continuous Cover clause, these Parts A and C of the Policy respond to 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 on notice that a claim may be made against You.

Where You give notice in writing to Us of any facts that might give rise to a claim against You as soon as You become aware of those facts but before the expiry of the Period of Insurance, You may have rights under Section 40(3) of the Insurance Contracts Act 1984 (Cth) to be indemnified in respect of any claim subsequently made against You arising from those facts, notwithstanding that the claim is made after the expiry of the Period of Insurance. Any such rights arise under the legislation only.

General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice (the Code). The objectives of the Code are to further raise standards of service and promote consumer confidence in the general insurance industry. Further information about the Code and your rights under it is available at www.codeofpractice.com.au and on request.

Financial Claims Scheme

We are an insurance company authorised under the Insurance Act 1973 (Cth) (Insurance Act) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (APRA) and are subject to the prudential requirements of the Insurance Act.

The Insurance Act is designed to ensure that, under all reasonable circumstances, financial promises made by Us are met within a stable, efficient and competitive financial system.

Because of this We are exempted from the requirement to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of the Corporations Act 2001 (Cth). We have compensation arrangements in place that are in accordance with the Insurance Act.

In the unlikely event that We were to become insolvent and were unable to meet Our obligations under the Policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. Please refer to <https://www.fcs.gov.au> for more information.

Non-renewable policy

This Policy will terminate at the end of the Period of Insurance specified in the Schedule.

If the Insured wants to obtain similar insurance for a subsequent Period of Insurance, the Insured will need to complete a new Proposal form before the end of the Period of Insurance specified in the Schedule.

Complaints and Dispute Resolution

We take the concerns of our customers very seriously and have detailed complaint handling and internal dispute resolution procedures that you can access. Please note that if we have resolved your initial complaint to your satisfaction by the end of the 5th business day after we have received it, and you have not requested that we provide you a response in writing, the following complaint handling and internal dispute resolution process does not apply. This exemption to the complaints process does not apply to complaints regarding a declined claim, the value of a claim, or about financial hardship.

Stage 1 – Complaint Handling Procedure

If you are dissatisfied with any aspect of your relationship with Chubb including our products or services and wish to make a complaint, please contact us at:

The Complaints Officer
Chubb Insurance Australia Limited
GPO Box 4065
Sydney NSW 2001
☎ 1800 815 675

✉ Complaints.AU@chubb.com

The members of our complaint handling team are trained to handle complaints fairly and efficiently.

Please provide us with your claim or policy number (if applicable) and as much information as you can about the reason for your complaint.

We will investigate your complaint and keep you informed of the progress of our investigation. We will respond to your complaint in writing within fifteen (15) business days provided we have all necessary information and have completed any investigation required. In cases where further information or investigation is required, we will work with you to agree reasonable alternative time frames and, if we cannot agree, you may request that your complaint is taken to Stage 2 and referred to Our internal dispute resolution team. We will otherwise keep you informed about the progress of our response at least every ten (10) business days, unless you agree otherwise.

Please note if your complaint relates to Wholesale Insurance (as defined in the General Insurance Code of Practice), we may elect to refer it straight to Stage 2 for review by our Internal Dispute Resolution team.

Stage 2 – Internal Dispute Resolution Procedure

If you advise us that you wish to take your complaint to Stage 2, your complaint will be reviewed by members of our internal dispute resolution team, who are independent to our complaint handling team and are committed to reviewing disputes objectively, fairly and efficiently.

You may contact our internal dispute resolution team by phone, fax or post (as below), or email at:

Internal Dispute Resolution Service
Chubb Insurance Australia Limited
GPO Box 4065
Sydney NSW 2001
☎ +61 2 9335 3200
✉ +61 2 9335 3411
✉ DisputeResolution.AU@chubb.com

Please provide us with your claim or policy number (if applicable) and as much information as you can about the reason for your dispute.

We will keep you informed of the progress of our review of your dispute at least every ten (10) business days and will respond to your dispute in writing within fifteen (15) business days, provided we have all necessary information and have completed any investigation required. In cases where further information or investigation is required, we will work with you to agree reasonable alternative time frames. If we cannot agree, you may refer your dispute to the Australian Financial Complaints Authority (AFCA) as detailed under Stage 3 below, subject to its Terms of Reference. If your complaint or dispute falls outside the AFCA Rules, you can seek independent legal advice or access any other external dispute resolution options that may be available to you.

Stage 3 – External Dispute Resolution

If you are dissatisfied with our internal dispute determination, or we are unable to resolve your complaint or dispute to your satisfaction within forty-five (45) days, you may refer your complaint or dispute to AFCA, subject to its Rules.

AFCA is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission. We are a member of this scheme and we agree to be bound by its determinations about a dispute.

AFCA provides fair and independent financial services complaint resolution that is free to consumers.

You may contact AFCA at any time at:

Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001
☎ 1800 961 678 (free call)
✉ +61 3 9613 6399
✉ info@afca.org.au
www.afca.org.au

Time limits may apply to complain to AFCA and so you should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to your circumstances expires.

General Provisions – General Definitions

This Policy is divided into two Parts. Part A provides cover for professional liability. Part B provides cover for general liability. There are also general provisions which apply to all Parts.

Part A of this Policy operates on a 'claims made and notified' basis. Those Parts provide cover for claims made against You and notified to Us during the Period of Insurance.

Where You give notice in writing to Us of any facts that might give rise to a claim against You as soon as You become aware of those facts but before expiry of the Period of Insurance, You may have rights under section 40(3) of the Insurance Contracts Act 1984 to be indemnified in respect of any claim subsequently made against You arising from those facts notwithstanding that the claim is made after the expiry of the Period of Insurance. Any such rights arise under legislation only.

This Policy contains a Retroactive Date, which means it only covers claims made against You which are notified to Us in respect of acts, omissions or other conduct which occurred after that date.

Definitions

The following definitions apply to all Parts of the Policy:

Act of Terrorism

Includes 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;
- b. involves damage to property;
- c. endangers life other than that of the person committing the action;
- 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.

Aircraft

Any craft or object designed to travel through air or space or intended to be propelled on a cushion of air over the surface of land or water, other than model aircraft.

Advertising Injury

Injury arising out of:

- a. libel, slander or defamation;
- b. 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;
- c. infringement of any patent, copyright, title, trademark or slogan;
- d. unfair competition, piracy or misappropriation of ideas; or
- e. invasion of privacy;

committed or alleged to have been committed in any advertisement, publicity article, broadcast or telecast and caused by or arising out of any advertising activities conducted by You or on Your behalf, during the Period of Insurance.

Allied Health

Modalities or specialisations in the field of allied health as fully described in the Proposal and accepted by Us. Such modalities or specialisations include, but are not limited to, acupuncture, Bowen therapy, physiotherapy, etc.

Bodily Injury

Any physical injury, sickness, disease or death sustained by a person, including mental injury, mental anguish or shock resulting therefrom.

Business

The business, trade or profession specified in the Schedule including:

- a. the provision and management of canteen, social sports, welfare and child care facilities by You for Your Employees' benefit;
- b. Your ownership or occupation of Your Premises; and
- c. with respect to Business classified as Allied Health:
 - i. the provision of services in the state or territory You are qualified to practise, which was disclosed in the Proposal and accepted by Us; or
 - ii. any decision or directive that is imposed on You or which You are directed to adhere to by any accredited professional board or equivalent; or
 - iii. supervision, education and training conducted by You or a student undertaking a recognised training program.

Clinical Trial

Any study or experiment, using human subjects, to test, discover and/or verify the effects and/or effectiveness of treatments, procedures or products, including but not limited to devices and pharmaceuticals, whether invasive or otherwise. Clinical trials may also compare new treatments, procedures or products to treatments, procedures or products which are already available.

Documents

Deeds, wills, agreements, maps, plans, books, letters, certificates, forms, and documents of any nature, whether written, printed or reproduced by any method. Documents does not mean money, negotiable instruments, bearer bonds or coupons, stamps, bank or currency notes.

Electronic Data

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 programs, software and other coded instructions for such equipment.

Emergency First Aid Services

First aid services which were provided:

- a. at the scene of an emergency, accident or disaster, outside of Your Premises; and
- b. without fee or reward.

Employee

Any person employed under a contract of service or apprenticeship by You and includes any trainee, volunteer and casual, part-time, seasonal, temporary and work experience personnel.

Employment Practices Liability

Any liability arising from any act, error or omission in connection with the recruitment, employment or termination of Your Employee or application for a position as Your Employee including but not limited to:

- a. sexual or workplace discrimination or harassment; or
- b. wrongful dismissal or failure to promote; or
- c. invasion of privacy or defamation; or
- d. misleading conduct or advertising in relation to the terms and conditions of employment.

For the purposes of this definition, Employee includes principals, partners, voluntary workers, contractors and temporary workers.

Excess

The amount payable by You to Us towards the cost of any claim under this Policy, excluding costs and expenses incurred by You in the investigation, settlement or defence of any Claim or Occurrence.

Hovercraft

Any vessel, craft or thing made or intended to transport persons or property over land or water supported on a cushion of air.

Inquiry Body

A court, tribunal, or legally constituted industry or professional board, Royal Commission, coroner's court, statutory regulatory body and tribunal but excluding any parliament or committee of a parliament.

Inquiry Costs

Necessary and reasonable legal costs and expenses incurred by You or Your Employee or Your Officer with Our written consent arising out of any notice requiring You to attend at an inquiry hearing before an Inquiry Body. Inquiry Costs do not include regular or overtime wages, salaries, fees of You, Your Employee or Your Officer or benefits from You or Your Subsidiary.

Insolvency/Insolvent

The state of being a body corporate or entity:

- a. that is unable to pay its debts as and when they fall due; or
- b. in respect of which an application for bankruptcy or winding up has been made; or
- c. in respect of which a liquidator, provisional liquidator, receiver, receiver and manager, or official manager has been appointed (whether or not by a Court); or
- d. in respect of which an administrator has been appointed or that is under administration; or
- e. that has executed a Deed of Company Arrangement that has not yet terminated; or
- f. that has entered into a compromise or arrangement with another person.

Joint Venture

An unincorporated enterprise that You carry on jointly with some other party or parties.

Limit of Indemnity

The amount specified in the Schedule as the limit of indemnity respectively applying for each Part.

Loss

Amounts payable by You in respect of a Claim including damages, Defence Costs, settlements and interest. Loss does not include penalties, fines or exemplary, punitive or aggravated damages.

Not for Profit Organisation

Any entity, body, company, club, association, committee or other enterprise that is exempt from payment of income tax under State or Federal law but does not include a Subsidiary.

Occurrence

Any event or series of events, including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury and/or

Property Damage and/or Advertising Injury neither expected nor intended by You.

Officer

- a. Any natural person who is a past, present or future director, secretary, principal, partner, or executive officer of You engaged in the Business.
- b. Any natural person who is deemed by relevant legislation to be a director, secretary, principal, partner, or executive officer of You engaged in the Business.

Officer does not include a liquidator, external auditor, receiver, receiver and manager, official manager, administrator, trustee or person administering a compromise or scheme of arrangement of You or any Employee of such person; or any company, entity or other body corporate or trustee, directors, officers, or employees of superannuation or pension organisations.

Part

The terms and conditions of Part A: Professional Indemnity; Part B: General Liability.

Period of Insurance

The period shown in the Schedule against 'Period of Insurance' unless terminated earlier.

Personal Injury

- a. Bodily Injury; or
- b. Unlawful arrest, wrongful detention or false imprisonment; or
- c. Wrongful entry or eviction or other invasion of privacy; or
- d. A publication of a libel or utterance of a slander or other defamatory material; or
- e. Intentional act, by You or at Your direction, resulting in Personal Injury but only if such Personal Injury arises solely from the use of reasonable force for the purpose of protecting persons or property.

Policy

This Policy document, its Schedule and the endorsements, if any, noted in the Schedule or granted by Us after inception of the Policy, and the information given to Us on behalf of You in the Proposal.

Pollutant

Any:

- a. solid, liquid, gaseous or thermal irritant or contaminant, including without limitation smoke, vapour, soot, fumes, acids, alkalis and chemicals; and
- b. waste materials, including materials to be recycled, reconditioned or reclaimed; and
- c. other air emission, odour, waste water, oil, oil products, infectious or medical waste or any noise emissions.

Premises

The Business premises specified in the Schedule.

Premium

The amount payable by You for the insurance provided by Us under this Policy including all applicable taxes, duties and imposts.

Product

Any thing or things (including any packaging, containers, directions, markings, instructions, warnings or specifications) manufactured or deemed manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, repaired, serviced, treated, sold, supplied, resupplied or distributed by You or on Your behalf in the course of Your Business after physical possession has been passed to others.

Products Liability

Liability for Personal Injury or Property Damage caused by or arising out of Your Product but only if the Personal Injury or Property Damage occurs away from Your Premises or Premises leased or rented to You and after physical possession of Your Product has been passed to others.

Property Damage

- a. Physical loss, destruction or damage to tangible property, including loss of use of that property at any time resulting therefrom; or
- b. Loss of use of tangible property not physically lost, destroyed or damaged provided that such loss of use is caused by or arises out of an Occurrence.

Proposal

The written proposal form completed by You giving answers, particulars and statements in respect of the insurance required by You together with all supplementary information and material provided by or on behalf of You.

Public Relations Expenses

The reasonable costs, charges, fees and expenses of a public relations firm or consultant engaged to prevent or limit the adverse effects of or negative publicity from an adverse publicity event.

Regulatory Authority

A person or entity appointed, constituted or acting under a delegated authority pursuant to any Act or regulation enacted by the federal or a state parliament within the Commonwealth of Australia and relating to events taking place within the Commonwealth of Australia.

Retroactive Date

The date shown in the Schedule against 'Retroactive Date'.

Schedule

The certificate issued by Us which forms part of this Policy and shows Your Policy number, the Premium, the insurance cover selected by You and any special terms and conditions or endorsements.

Senior Counsel

A barrister in active practice who is entitled to use the post nominals QC or SC in any superior court in the Commonwealth of Australia or the Dominion of New Zealand.

Subsidiary

Any entity:

- a. which is deemed to be Your subsidiary at the start of the Period of Insurance by Australian law provided the accounts of any subsidiary are incorporated into the Business accounts in accordance with the relevant accounting standard; or
- b. in which You control more than 50% of the issued share capital or have more than one half of the maximum voting rights for any vote at a general meeting of the entity.

Territorial Limit

Anywhere in the world other than the United States of America or Canada or their territories, protectorates or dependencies.

Vehicle

Any machine on wheels or self-laid tracks, designed to be propelled by other than manual or animal power and any trailer or other attachment designed to be drawn by any such machine.

Worker to Worker Claims

For the purposes of Part B of this Policy, only and to be used only for the purpose of the application of the

Excess. Any claim in respect of Bodily Injury to labour hire staff, contractors, sub-contractors or employees of such contractors or sub-contractors that are performing work for or on behalf of You.

Watercraft

Any vessel, craft, device or thing designed to float on or in water or to travel on or through water other than model boats.

Wrongful Act

Any actual or alleged wrongful act or omission committed by:

- a. You or Your Subsidiary; or
- b. Your Officer or Your Employee in his or her capacity as an Officer or Employee in the course of his or her duties to Your Business.

We, Us or Our

Chubb Insurance Australia Limited (ABN 23 001 642 020, AFSL 239687)('Chubb').

You or Your

- a. Each person, company or other entity specified in the Schedule as being insured under this Policy as well as all Subsidiary companies incorporated within the Territorial Limit and notified to Us, existing before the inception date of this Policy and declared in the Proposal.
- b. For the purposes of Part A and Part B of this Policy only, an Employee or Officer of each person, company or other entity referred to in a)above.
- c. For the purposes of Part B of this Policy only, an office bearer or member of a canteen, social, sports, welfare or child care facility provided by Your Business for employees' benefit; and voluntary worker.

General Provisions – General Conditions

The following conditions apply to all Parts of the Policy.

1. Cancellation

This Policy may be cancelled by:

- a. You at any time by notifying Us in writing, in which case:
 - i. cancellation takes place when We receive the notice; and
 - ii. We will retain, or be entitled to, a Premium for the period during which this Policy has been in force based on Our normal short period rates together with any administration expenses and non-refundable taxes and duties;
- b. Us on any grounds set out in the Insurance Contracts Act 1984, as amended from time to time, by giving You notice in writing, in which case We will refund the Premium paid for the unexpired part of the Period of Insurance.

You must supply Us with such particulars as We may require for the adjustment of the Premium following any cancellation. There will be no pro-rata refund if there has been any notification of a Claim, Occurrence or matter which would be covered by this Policy.

2. Claims Procedures

If You become aware of:

- a. a situation which could lead to a Loss or a Claim;
- b. an increase in the quantum of a Loss or a Claim; or
- c. an Occurrence;
- d. You must, at Your own cost:
 - i. notify Us as soon as possible and provide Us with all reasonable information and assistance that We may require to enable Us to investigate and defend any Claim or Occurrence;
 - ii. take all reasonably practical steps to avoid or diminish Your liability or Loss;
 - iii. not admit liability or settle or attempt to settle any Claim without Our written consent.

In circumstances that give rise to or may give rise to a Claim under this Policy, We may take over and conduct, in Your name, the defence or settlement of any Claim and We will have full discretion in the conduct of any proceedings in connection with a Claim.

3. Claims Reporting

You must notify Us as soon as possible of all such circumstances and provide all reasonable information and assistance that We may require, including details of any other insurance or indemnity to which You may be entitled in relation to the Occurrence giving rise to the Claim.

4. Cross-Liability

Where You comprise more than one party, each of You is considered as a separate legal entity and the expressions 'You' and 'Your' apply to each party as if a separate Policy had been issued to each of the parties but Our aggregate liability is limited to the Limit of Indemnity applicable to each Part of this Policy.

5. Discharge of Liability

If in Our opinion the amount required to dispose of any Claim may exceed either the available Limit of Indemnity or a relevant sub-limit, We are entitled to discharge Our liability by paying (or agreeing to pay upon settlement of the Claim) the available Limit of Indemnity to You and paying the Defence Costs incurred up to the time of election to discharge Our liability.

If at the time of making such an election We are conducting the defence of the Claim, We will relinquish conduct and will have no further liability for Defence Costs after We have given You written notice of such election.

If You disagree with a settlement that We recommend, You may elect to contest the Claim, however Our liability in respect of the Claim will not exceed the amount for which the Claim could have been so settled plus the Defence Costs incurred up to the date of such election, less the Excess.

6. Excess

In respect of any liability for which You are entitled to indemnity under this Policy, You will pay the amount of the Excess and We will only be liable to indemnify You for the part of any Loss or Claim which is greater than the Excess up to the applicable Limit of Indemnity.

Costs and expenses incurred by You without Our prior written consent in the investigation, settlement or defence of any Claim are not included in the Excess and shall not be applied to erode the Excess.

The Excess applies to each Claim covered by this Policy. However, where more than one Claim

arises from or is attributable to the same act, error or omission or a series of related acts, errors or omissions, only one Excess is payable under the Policy.

Where We make a payment in respect of a Claim, including for Defence Costs, which includes payment of part or all of the Excess, You will within 30 days of being notified by Us reimburse Us for the amount of the Excess paid by Us on behalf of You.

7. Governing Law

This Policy is governed by the laws of the Commonwealth of Australia and the State or Territory where this Policy is issued. The relevant courts of the place where this Policy was issued shall have non-exclusive jurisdiction in any dispute concerning or under this Policy.

8. GST Basis of Settlement

The amount that You are liable to pay under this Policy will be reduced by the amount of any input tax credit that You are or may be entitled to claim for the supply of goods or services covered by that payment.

If You are entitled to an input tax credit for the Premium, You must inform Us of the extent of that entitlement when You make a claim under this Policy. We will not indemnify You for any GST liability, fines or penalties that arise from or is attributable for Your failure to notify Us of Your entitlement (or correct entitlement) to an input tax credit on the Premium.

If You are liable to pay an Excess under this Policy, the amount payable will be calculated after deduction of any input tax credit that You are or may be entitled to claim on payment of the Excess.

9. Inspection

If required by Us, You must allow Us and Our agents and representatives:

- a. to inspect Your Premises and operations at any time during normal business hours; and
- b. to examine and audit Your books and records at any time during the Period of Insurance and within three years of the final termination of cover under this Policy;

but We make no representation or warranty that either Your Premises or Your Business complies with any law or meets any standard.

10. Interpretation

The paragraph headings are for convenience and do not form part of this Policy for the purposes of interpretation of this Policy except where they are used for identifying the insuring clauses, exclusions or conditions being referred to. Words and expressions in the singular include the plural and vice versa.

Words (except headings) that begin in capitals have special meaning and are defined in the Policy. Words that are not specifically defined in this Policy have the meaning normally attributed to them.

11. Material Changes to Risk

You must immediately notify Us in writing of any alteration to the facts or circumstances relating to Your Business that existed when We agreed to insure You under this Policy. If We agree in writing to insure the altered risk, You must pay any additional Premium requested by Us. If We do not agree to insure the altered risk or if You do not pay the additional Premium, We will not indemnify You for any liability caused by or arising directly or indirectly out of or in connection with such alteration.

12. Other Insurance

If for any Occurrence, Claim, Loss or Defence Costs there is any other insurance or indemnity which may provide either You or an Officer with a right of indemnity, You must tell Us and provide Us with full details of that other insurance or indemnity together with any further information that We may reasonably require.

13. Premium Adjustment

- a. Unless otherwise indicated, the Premium for Your insurance under any Part of this Policy is adjustable;
- b. If the first or renewal Premium for any Part of this Policy is calculated on information and estimates furnished by You, You must:
 - i. keep an accurate record containing all relevant particulars and allow Us, Our agents and representatives, to inspect them at all times; and
 - ii. within two months of the end of each Period of Insurance furnish them to Us.

14. Reasonable Care

You must:

- a. take all reasonable precautions to prevent or minimise Loss, damage or liability including preserving, without alteration, damaged property, defective property and property that may provide evidence in relation to any claim, until We have had an opportunity to inspect it; and
- b. at Your own expense take all reasonable precautions to prevent Personal Injury and Property Damage and comply with all statutory obligations for the safety of persons and property including all reasonable steps:
 - i. to trace, recall or modify any Product containing any defect or deficiency of which You have knowledge or which You have reason to suspect contains any defect or deficiency;

- ii. in the event of an Occurrence, to prevent other Personal Injury or Property Damage from arising out of the same or similar circumstances; and
 - iii. to ensure the safety and sound condition of Your Premises and Your Product including complying with all applicable statutory obligations concerning Your Premises and Your Product;
- c. only employ competent employees; and comply with all statutory obligations, laws and regulations imposed by any competent authority in relation to any matter covered by this Policy.

15. Severability

A term or condition of this Policy that is illegal or unenforceable may be severed from this Policy and the remaining terms and conditions of this Policy, or parts thereof, continue in force.

16. Subrogation

If We make a payment under this Policy to You or on Your behalf then, subject to the Insurance Contracts Act 1984 as amended from time to time, We will be subrogated to all of Your rights of recovery against all persons and You must, at Our request and expense, take all reasonable steps and provide all assistance reasonably necessary to assist Us in the exercise of Our rights.

17. Validity

Each Part of this Policy is not valid unless its Schedule is attached and has been signed by an authorised officer or agent of You.

18. Waiver, Surrender of Rights, Contribution or Indemnity

We will not compensate You for any Loss or damage that is covered by this Policy where:

- i. another person or party would be liable to compensate You, or hold You harmless, for part of or all of that Loss or damage; and
- ii. You have agreed with that person or party, either before or after the inception of this Policy, that You will not seek recovery from them.

19. Severability

We agree that any conduct of any party of which You comprise, where that party has breached the duty of disclosure or made a misrepresentation to Us before this contract was entered into, will not prejudice the right to indemnity of any other party of which You comprise under the Policy provided that the other party:

- a. is innocent of and has no prior knowledge of any such conduct; and
- b. immediately upon becoming aware of any such conduct advises Us in writing of all known facts in relation to such conduct.

Nothing in this Extension relieves You of the duty of disclosure owed to Us.

20. Conduct of Defence

We are entitled at any time to take over and conduct in Your name the investigation, defence and/or settlement of any Claim. Any amounts incurred by Us or You with Our written consent in the conduct of the defence shall be deemed to be part of Defence Costs.

If the conduct of the defence of a Claim is assumed by Us, or You are permitted by Us to expend costs and expenses in the defence of the Claim, without prejudice to the question of indemnity until sufficient facts and information are available to make a decision on the question of indemnity, this does not:

- a. indicate You are entitled to indemnity under the Policy; or
- b. waive or prejudice Our rights under the Policy.

21. Disputes as to Defence and Settlement of Claims

If a dispute arises between You and Us as to whether or not to contest any legal proceedings, neither You nor Us shall be required to contest such legal proceedings unless a Senior Counsel advises that such proceedings should be contested. The Senior Counsel appointed to advise will be agreed upon by You and Us but if You and Us cannot agree, will be appointed by the President of the Law Society or equivalent body in the State where the Claim is being heard or defended. Senior Counsel shall advise having regard to the economics of the matter, the damages and costs which are likely to be recovered against You and the likely Defence Costs that will be incurred in defending the Claim. The costs of Senior Counsel so advising will be Defence Costs.

22. Representation Issues

The lawyers instructed by Us to act on Your behalf can disclose to Us any information they receive in that capacity, whenever and from wherever it is obtained. By claiming under this Policy You authorise such lawyers to disclose this information to Us and You waive any claims for legal professional or client privilege as against Us.

If there is a dispute between You and Us, the lawyers appointed by Us to conduct the defence of the Claim will also continue to advise Us on all issues, including but not limited to Your right to indemnity under the Policy or any related issue. It is agreed that

this will not prevent those lawyers from acting on the defence of the Claim on Our instructions.

If any actual or potential conflict arises between Your interests and Our interests, the lawyers appointed by Us to investigate and defend the Claim may cease acting on behalf of You and continue to advise Us in any dispute with respect to Your entitlement to indemnity under the Policy.

You agree that all communications between Us and the lawyers appointed by Us to investigate, defend or settle a Claim are privileged as between Us and the lawyers and that You are not entitled to demand, access or obtain any such communications or information contained therein.

General Provisions – General Exclusions

The following exclusions apply to all Parts of the Policy. The insurance does not apply to, and We will not indemnify You for any actual or alleged liability directly or indirectly arising from, caused by, attributed to, or in any way related to:

1. Asbestos

asbestos, asbestos fibres or any derivatives of asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

2. Computers and Technology

- a. Property Damage to Electronic Data or the total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of Electronic Data or any error in creating, amending, entering, deleting or using Electronic Data or total or partial inability or failure to receive, send, access or use Electronic Data for any time at all or any consequential loss resulting therefrom;
- b. the use of an intranet or the Internet (including but not limited to the World Wide Web and electronic mail systems) by You or on Your behalf.

3. Contractual Liability

any duty, obligation or liability assumed by You by contract, warranty, guarantee or indemnity, unless the duty, obligation or liability would have existed if You had not assumed it.

4. Dishonesty and Improper Advantage

- a. dishonest, fraudulent, criminal or malicious acts or omissions by any of You or Your Officers or Employees; or;
- b. any of You or Your Officers or Your Employees having received any personal gain or advantage or remuneration to which that Officer or Employee or You was not legally entitled; or
- c. You or Your Officers or Your Employees benefiting from securities transactions as a result of information that was not generally available to other sellers or purchasers of those securities; or
- d. conduct intended to cause Personal Injury or Property Damage (or conduct with reckless disregard for Personal Injury or Property Damage) by You or Your Officers or Employees or anyone acting on Your behalf or with Your knowledge or connivance; or
- e. acts or omissions which are or are alleged to have been a wilful breach of statute; or

- f. acts or omissions which are or are alleged to have been committed with reckless disregard for the consequences thereof.

5. Fraudulent and Intentional Conduct

- a. any dishonest, fraudulent, criminal or malicious act or omission of any of You or Your Officers or Employees; or
- b. any of You or Your Officers or Employees having received any personal gain or advantage or remuneration to which that Officer or You was not legally entitled; or
- c. You or Your Officers or Employees benefiting from securities transactions as a result of information that was not generally available to other sellers or purchasers of those securities; or
- d. conduct intended to cause Personal Injury or Property Damage (or conduct with reckless disregard for Personal Injury or Property Damage) by You or Your Officers or Employees or anyone acting on Your behalf or with Your knowledge or connivance.

However this exclusion shall only apply to the extent that the subject conduct has been established by an express admission, court judgment or other final adjudication.

6. Liquidated Damages

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

7. Pollution

- a. Personal Injury or Property Damage or financial loss or loss of, damage to, or loss of use of property or the actual, alleged or threatened dispersal, release, escape, migration, emission or seepage of Pollutants; or
- b. the cost of testing, monitoring, containing, removing, nullifying or cleaning up of Pollutants

except liability otherwise excluded under clause a) and b) above that arises from a sudden identifiable, unintended and unexpected happening, which takes place in its entirety at a specific time and place

8. Prior Circumstances, Occurrences or Claims

- a. facts, circumstances or Occurrences noted on the Proposal for the current Period of Insurance or on any previous proposal to any insurer or of which notice had been given to any insurer under any previous policy, however expressed; or

- b. facts, circumstances or Occurrences of which You were aware prior to the commencement of the Period of Insurance and which You knew (or ought reasonably to have realised) may give rise to a Claim; or
- c. Claims first made against You prior to the start of the Period of Insurance; or
- d. fault, defect, Occurrence, Personal Injury or Property Damage known, or deemed by law to be known, by You prior to the Period of Insurance.

9. Prohibited by Law

Any Claims, to the extent that the provision of such indemnity or benefit would expose Us or our parent to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanction, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

10. Territorial Limit

- a. a) Claims made or actions brought in the United States of America, Canada or their territories, protectorates, or dependencies coming within the jurisdiction of the courts of the United States of America, Canada or their territories, protectorates or dependencies;
- b. b) Claims and actions to which the laws of the United States of America, Canada or their territories, protectorates, or dependencies apply.

However for the purposes of Part B of this Policy subsections a) and b) above do not apply to Personal Injury or Property Damage occurring during business visits to the United States of America, Canada or their territories, protectorates, or dependencies by directors or employees, who are normally resident in Australia and who are not undertaking manual work or supervision of work of any kind while in the United States of America, Canada or their territories, protectorates or dependencies.

The Limit of Liability in respect of coverage provided under subsection General Provisions - Exclusion 10 - Territorial Limit is inclusive of all costs, expenses and interest as set out in subsection Limit of Indemnity for Part B and subsection Automatic Extensions for Part B of this Policy.

11. War, Terrorism and Nuclear Material

- a. war, invasion, acts of foreign enemies, hostilities, or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion, coup, military rising, insurrection, military or usurped power, rebellion, revolution, confiscation, nationalization, requisition or looting, sacking or pillage, destruction of or damage to property by or under the order of any government or local authority;
- b. death, injury, illness, loss, damage, cost or expense 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;
- c. death, injury, illness, loss, damage, cost or expense 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;
- d. ionising radiation or contamination by radioactivity from any nuclear fuel, weapon, medical isotope, waste or other material whether occurring naturally or otherwise, or by the radioactive toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Part A: Professional Indemnity

1. Specific Definitions for Part A

The following definitions apply to Part A of the Policy:

Claim

Any:

- a. written demand for compensation or damages or other relief; or
- b. civil proceeding seeking compensation or damages or other relief; or
- c. criminal charge brought against You alleging a Wrongful Act.

Defence Costs

Reasonable legal costs and other expenses incurred by or on behalf of You (with Our written consent) or by Us in the investigation, defence and/or settlement of an Occurrence or Claim.

Inquiry

A formal or official investigation, examination or inquiry before any Inquiry Body having the power to compel the attendances of witnesses arising out the conduct of Your Business other than any industry-wide investigation and/or routine supervision, inspection, compliance or similar review.

2. Insuring Clause for Part A

2.1 The Cover

Where cover under this Part is indicated in Your Schedule, then subject to the terms, conditions, limits and exclusions of this Policy, We will indemnify You for civil liability for compensation and the claimant's costs and expenses arising from any Claim, which is:

- a. first made against You during the Period of Insurance and notified to Us during the Period of Insurance; and
- b. for breach of professional duty in the conduct of the Business.

Our total liability under this Section of the Policy in respect of civil liability for any one Claim and in the aggregate for all Claims (including any amounts paid or which have been agreed will be paid in accordance with General Condition 5 'Discharge of Liability') shall not exceed the Limit of Indemnity.

2.2 Defence Costs

We will pay Defence Costs in the investigation, defence and/or settlement of any Claim for which You are entitled to be indemnified under clause 1.1 of this Part up to the Limit of Indemnity for Part A.

2.3 Advancement of Defence Costs

We agree to pay for Defence Costs in respect of any Claim covered by this Policy as they are incurred prior to the resolution of the Claim.

3. Limit of Indemnity for Part A

Our total liability under Part A of the Policy in respect of any one Claim and in the aggregate for all Claims (including any amounts paid or which have been agreed will be paid in accordance with General Condition 5) shall not exceed the Limit of Indemnity for Part A.

Defence Costs are part of the Limit of Indemnity for Part A, however We will indemnify You for Defence Costs in addition to the Limit of Indemnity for Part A for up to:

- a. the Limit of Indemnity for Part A; or
- b. \$5,000,000

whichever is the lesser.

Provided that if a judgment or an amount required to settle a Claim exceeds the Limit of Indemnity, Our liability to pay Defence Costs is limited to the proportion the Limit of Indemnity bears to the amount required to be paid to dispose of the Claim and in all cases will not exceed the amount of additional Defence Costs described above.

4. Automatic Extensions for Part A

We agree to extend the insuring clause to cover these extensions under Part A of the Policy for no additional Premium provided that:

- a. the indemnity provided is subject to the Schedule, General Exclusions and Additional Exclusions for Part A, General Conditions, Excess and all other terms applicable to Part A of this Policy; and
- b. the inclusion of any Extension under Part A of the Policy shall not increase the Limit of Indemnity for Part A.

4.1 Consumer Protection

We agree to cover You for Your legal liability which results from a breach of the Competition and Consumer Act 2010 (Cth) and its provisions, the Fair Trading Act 1987 (NSW), the Fair Trading Act 1985 (Victoria) or similar or equivalent legislation enacted by the other states or territories of the Commonwealth of Australia. Provided that:

- a. the breach occurred in the conduct of the Business; and
- b. there is no cover for criminal liability.

4.2 Libel and Slander

We agree to cover You for Your legal liability for unintentional libel, unintentional slander or unintentional defamation which occurs in the conduct of the Business.

4.3 Contractual Liability

We agree to cover You for Your legal liability for contractual liability. Provided that We will not be liable if You have assumed liability under a warranty, guarantee or agreement unless such liability would have attached to You in the absence of such agreement.

4.4 Dishonesty

We agree that, subject to this clause and the terms and conditions of this Policy, General Exclusion 4 will not apply to any Claim arising from or attributable to any dishonest, fraudulent, criminal or malicious act, error or omission of any Employee in the conduct of Your Business.

No indemnity is available by virtue of this clause:

- a. where You have knowingly engaged in or condoned such conduct; or
- b. for any person committing or condoning the act, error or omission.

4.5 Joint Venture

We agree to cover You for Your legal liability which is based on or attributable to Your provision of the Business as part of a Joint Venture, where:

- a. the fees or income derived from participation in such Joint Venture have been included in the Proposal for the purposes of calculating the Premium for this Policy; and
- b. the Joint Venture is not otherwise insured by any other more specific insurance in respect of the Joint Venture.

There is no cover under this Policy for Your Joint Venture partner(s) and We will only indemnify You for Your portion of the Joint Venture.

4.6 Loss of Documents

If during the Period of Insurance You first discover that any Documents the property of or entrusted to You have been destroyed, damaged, lost or mislaid, We agree to provide cover for costs and expenses of whatsoever nature incurred by You in replacing or restoring such Documents.

Provided always that:

- a. such costs and expenses are supported by accounts approved by a competent person nominated by Us; and
- b. the Documents were not lost due to by wear, tear, vermin, mould or mildew or any other gradually operating cause; and
- c. such loss or damage is sustained during the Period of Insurance while the Documents are

either in custody of You or any person who You have entrusted them resulting from the conduct of the Business; and

- d. the maximum aggregate amount payable by Us under this extension in any Period of Insurance is \$500,000 inclusive of Defence Costs which is part of and not in addition to the Limit of Indemnity.

4.7 Consultants Sub Contractors and Agents

We agree to cover You for Your legal liability arising from, attributable to or in any way connected with the provision of the Business by any consultants, sub contractors or agents of Yours.

No indemnity is provided for any Claim made against such consultants, sub contractors or agents.

4.8 Intellectual Property

We agree to cover You for Your legal liability for infringement of rights of intellectual property, provided that the act, error or omission by You is unintentional and is committed in the course of carrying on Your Business.

4.9 Inquiry Costs

We will indemnify You for Inquiry Costs provided that:

- a. the notice requiring Your attendance at the Inquiry or hearing is first received by You and notified to Us during the Period of Insurance; and
- b. such attendance arises directly from conduct allegedly committed by You in carrying on Your Business; and
- c. such indemnity is subject to the written consent of Us prior to the incurring of the Inquiry Costs; and
- d. regular or overtime wages, salaries or fees of You are excluded from this indemnity; and
- e. the total liability of Us under this clause shall not exceed \$100,000 during the Period of Insurance.

4.10 Estates

We agree to cover Your estate, heirs, legal representatives or assigns of any deceased, incompetent or insolvent Officer or Employee of Yours.

4.11 Former Principals

We agree to indemnify former principals, partners, directors and Employees of You in respect of Loss insured under this Policy provided always that the definition of You includes those persons and only in respect of work performed while a principal, partner, director or Employee of Yours.

4.12 Automatic Reinstatement

In the event of exhaustion or partial exhaustion of the Limit of Indemnity set out in the Schedule by reason of costs or indemnity incurred or We have agreed to incur during the Period of Insurance, We agree to reinstate the Limit of Indemnity from the time of such notification until the expiry of the same Period of Insurance provided that:

- a. the Limit of Indemnity having been so reinstated, the reinstatement will only apply in respect of Claims or Loss which does not arise out of and do not have any connection with the originating cause of any Claims or Loss incurred by Us or We have agreed to incur prior to the effective date of the said reinstatement; and
- b. the aggregate of the amounts so reinstated shall be limited in the Period of Insurance to an amount equal to the Limit of Indemnity applicable at the inception of the Period of Insurance; and
- c. the Limit of Indemnity so reinstated shall represent Our total liability for all Claims made during the time from the effective date of the reinstatement until the expiry of the Period of Insurance; and
- d. there will be no reinstatement of sub-limits, except if the original indemnity limit is reinstated.

No cover will be provided under this extension for any Claim arising from, attributable to or in any way connected with proceedings brought in the United States of America or Canada or the enforcement of any judgment or award obtained pursuant to the laws of United States of America or Canada. For the purposes of this clause, the United States of America or Canada includes their territories, protectorates or dependencies.

4.13 Continuous Cover

Where You:

- a. first became aware of facts or circumstances that might give rise to a Claim or Loss, in the period 12 months prior to the Period of Insurance; and
- b. had not notified Us of such facts or circumstances prior to the Period of Insurance, then General Exclusion 8 will not apply to any notification during the Period of Insurance of any Claim or Loss resulting from such facts or circumstances, provided that:
 - i. there is an absence of fraudulent non-compliance with Your duty of disclosure and an absence of fraudulent misrepresentation by You in respect of such facts or circumstances; and
 - ii. You have been continuously insured, without interruption at the time of the notification of the Claim or Loss to Us, under a professional indemnity insurance policy issued by Us (or previous insurer to underwrite this policy) and were insured by Us (or previous insurer to underwrite this policy) at the time when You first became aware of such facts or circumstances; and
 - iii. We may reduce Our liability under the Policy to the extent of any prejudice We may suffer in connection with Your failure to notify the facts or circumstances giving rise to a Claim or Loss prior to the Period of Insurance.

4.14 Run Off Cover

We agree to continue the cover under this Policy to any person, corporation, Subsidiary or entity insured by this Policy until expiry of the Period of Insurance if:

such person retires or otherwise ceases to provide professional services in connection with the Business; or

such entity ceases to exist or operate or is consolidated with, merged into or acquired by any other entity.

This extension only applies in relation to Loss for a breach of professional duty in the conduct of the Business by reason of any act, error or omission occurring prior to the date that any such person retires or otherwise ceases to provide professional services in connection with the Business or such corporation, entity or Subsidiary ceases to exist or operate or is consolidated with, merged into or acquired by any other entity.

4.15. Compensation for Court Attendance

We will pay You compensation if any Officer or Employee is required to attend court as a witness in connection with a Claim covered under this Policy, provided that the lawyers acting on behalf of You requested the principal or Employee to attend. We will pay the rate equivalent to the principal's daily take home salary up to \$500 per person each day or Employee daily take home salary up to \$250 per person each day subject to a maximum of \$10,000 for all persons any one Claim.

4.16 Former Subsidiary

We agree to provide cover to the former Subsidiary of Yours resulting from the conduct of the Business.

Provided that:

- a. the former Subsidiary is specified in the Proposal; and
- b. such indemnity only applies arising out of any act, error or omission occurring prior to the date such Subsidiary ceased to be a Subsidiary of Yours.

4.17 Thirty Day Reporting Period

We agree that You may continue to notify Us of Claims up to thirty days after the expiry of the Period of Insurance in relation to Claims first made against You during the Period of Insurance which result from any act, error or omission committed or alleged to have been committed prior to expiry of the Period of Insurance. Any notification under this extension will be deemed to have been first notified to Us during the Period of Insurance.

4.18 Extended Reporting Period

In the event that at the end of the Period of Insurance this Policy is neither renewed nor replaced with a policy that covers substantially the same risk, You are entitled to purchase an extended reporting period of 365 days.

Provided that:

- a. if You become Insolvent during the Period of Insurance You are not entitled to purchase an extended reporting period under this extension; and
- b. You are required to pay the additional Premium We determine to be applicable; and
- c. the entitlement to purchase this extension lapses on the expiry of the Period of Insurance.

4.19 Public Relations Expenses

We will indemnify You for Public Relations Expenses incurred with Our written consent in the event of an adverse publicity event.

Provided that:

- a. that adverse publicity event occurs in the Period of Insurance and is notified to Us in the Period of Insurance; and
- b. the adverse publicity event is one that has the potential to seriously impact the reputation of You; and
- c. You are liable for the first \$1,000 of Public Relations Expenses incurred for any one event; and
- d. Our total liability under this extension will not exceed \$50,000 in the aggregate during the Period of Insurance.

4.20 Newly Created or Acquired Subsidiary

If during the Period of Insurance You acquire or create a new Subsidiary, We will provide cover to the new Subsidiary.

Provided that, this cover only applies:

- a. from the date of acquisition or creation and ending 60 days after;
- b. to acts, errors or omissions occurring after the date You created or acquired the Subsidiary;
- c. to Subsidiaries which are domiciled in Australia and New Zealand; and
- d. to Subsidiaries that conduct the same Business as You.

4.21 Indemnity to Uninsured Contractors

We will provide cover to any person who is a past and/or present contractor of Yours resulting from the conduct of the Business.

Provided that:

- a. at the time of any act, error or omission such contractor was not an Employee of Yours and they:
 - i. had entered into a contract with Your Business where they earned at least 90% of their income (for the 6 months prior) from You; and
 - ii. were under Your direct control and supervision;

- b. You declared the income to Us generated by the contractor in the Proposal; and
- c. such contractor shall be subject to all the terms of this Policy as if they fell within the definition of You.

4.22 Compensatory Penalties

Notwithstanding Exclusion 4.9 Fines Penalties and Taxes, We will cover You for compensatory civil damages awarded against You, which result from a proceeding commenced and notified to Us in the Period of Insurance resulting from the conduct of the Business.

Provided that, We will not indemnify You for compensatory civil damages which:

- a. We are legally prohibited by law from indemnifying; or
- b. which result from a wilful, intentional or deliberate act, error or omission.

The total liability of Us under this extension will not exceed \$250,000 in the aggregate during the Period of Insurance.

5. Additional Extensions under Part A

In addition to the Automatic Extensions under Part A, but only in respects to Business classified as Allied Health, We will further indemnify You for any actual or alleged liability directly or indirectly arising from, caused by, attributed to, or in any way related to:

5.1 Good Samaritan Acts

the provision of Emergency First Aid Services by any suitably trained and qualified Employee, other than a Doctor, of the Business.

6. Additional Exclusions for Part A

In addition to the General Exclusions, We will not indemnify You for any actual or alleged liability directly or indirectly arising from, caused by, attributed to, or in any way related to:

6.1 Clinical Trials (Applicable to Business classified as Allied Health only)

directly or indirectly caused by, arising out of or in any way connected with the conduct of any Clinical Trial by You.

6.2 Employer's Liability

arising from, attributable to or in any way connected with:

- a. the Bodily Injury of an Employee or Officer arising out of or in the course of or in respect of their employment with You; or
- b. a breach of any obligation owed by You as an employer, to an Employee.

6.3 Director and Officers' Liability

arising from, attributable to or in any way connected with Your functions and duties as a director and/or Officer of You or any legal entity, corporation or other incorporated body.

6.4 Intoxication (Applicable to Business classified as Allied Health)

directly or indirectly caused by, arising out of or in any way connected with the rendering, or failure to render services by You while under the influence of any intoxicants, alcohol or drugs or medication.

6.5 Molestation (Applicable to Business classified as Allied Health)

directly or indirectly caused by, arising out of or in any way connected with the actual, alleged or threatened molestation of, mental or physical abuse of, or other interference with, any person.

6.6 Prescription of controlled medicines (Applicable to Business classified as Allied Health)

directly or indirectly caused by, arising out of or in any way connected with any deliberate or malicious act, error or omission related to the prescribing of controlled medicine as legislated by the Controlled Substances Act 1984 or equivalent legislature present in the state or territory you practise.

6.7 Products Liability

directly or indirectly caused by, arising out of or in any way connected with any goods or products (including, without limitation, any medication, medical devices and equipment) designed, manufactured, distributed, supplied, sold, installed, repaired, maintained, treated, assembled or processed by or on behalf of You

However this Exclusion shall not apply in respect of Defence Costs coverage arising directly from the provision of treatment advice; an act, error or omission in the:

- i. provision of prescription or
- ii. dispensing or administering a good or product, by You.

6.8 Professional Fees

arising from, attributable to or in any way connected with a request to refund professional fees to You (by way of damages or otherwise).

6.9 Retroactive Date

any act, error or omission occurring prior to the Retroactive Date.

6.10 Related Parties

Claims made, brought or maintained by or on behalf of:

- a. You; or
- b. any person or entity who or which is related to or associated with You, unless such person or

entity is acting without any prior direct or indirect solicitation, co-operation or assistance from You.

6.11 Insolvency

Claims first made or intimated subsequent to the date upon which You become Insolvent. This Exclusion shall not apply where You establish, to Our satisfaction, that the Claim would have arisen notwithstanding that You were Insolvent.

6.12 Trading Debt

any trading debt incurred by You or any guarantee given by You for any debt.

6.13 Occupier's Liability

the ownership, occupation, control or management of real property by You.

6.14 Fines Penalties and Taxes

any exemplary, aggravated, punitive or liquidated damages, fines, penalties, tax or duty.

6.15 Pollution

arising from, attributable to or in any way connected with the actual, alleged or threatened dispersal, release or escape of Pollutants into or upon real or personal property, the atmosphere, any water course or body of water, including but not limited to any enforcement action or proceeding in connection with the containment, clean up, removal, treatment or monitoring of such Pollutants, or seepage, pollution or contamination howsoever occurring.

7. Additional Conditions for Part A

In addition to the General Conditions, but only in respects to Business classified as Allied Health, the following conditions apply to this Part of the Policy.

As a precondition to Your entitlement to indemnity under this Part of the Policy, You must comply with these conditions. If You do not comply, We reserve Our rights to refuse to pay a claim or to reduce (in some cases to nil) the amount You would otherwise be entitled to receive.

7.1 Licensing of Healthcare Professionals & Maintenance of Records

It is a condition precedent to Your right to be indemnified under this Policy that You use best endeavours at all times to:

- a) maintain accurate records of, and ensure that all healthcare professionals hold and maintain, without interruption throughout the Period of Insurance, valid licenses to practise in their respective specialisations issued by the relevant official licensing authority in the state where they practise; and
- b) maintain accurate and descriptive records of medical services rendered, and equipment used in procedures.

Part B: General Liability

1. Specific Definitions for Part B

The following definitions apply to Part B of the Policy:

Compensation

Monies paid or payable by judgment or settlement together with any liability on your part to pay legal costs and expenses (other than Defence Costs).

Defence Costs

All reasonable legal costs and expenses incurred by Us or by You with the written agreement of Us:

- a. in defending or appealing a claim against You; and
- b. for legal representation of You at any coronial inquest or other fatal accident inquiry.

2. Insuring Clause for Part B

2.1 The cover

Where cover under this Part is indicated in Your Schedule, We will indemnify You for all sums which You become legally liable to pay as Compensation in respect of:

- a. Personal Injury;
- b. Property Damage; and/or
- c. Advertising Injury;

first occurring during the Period of Insurance within the Territorial Limit as a result of an Occurrence in connection with Your Business.

Any indemnity provided by Us to You is provided in consideration of payment of the Premium by You and is subject to the terms and conditions, limits and exclusions of this Policy including the Limit of Indemnity for Part B and the Excess.

2.2 Costs and Expenses

In addition to the cover provided pursuant to clause 1.1 of this Part, but subject always to clause 2 of this Part We will:

- a. defend in Your name and on Your behalf, any claim or suit against You alleging such Personal Injury, Property Damage or Advertising Injury and seeking damages on account thereof even if any of the allegations of such claim or suit is groundless, false or fraudulent;
- b. pay all charges, expenses and legal costs incurred by Us and/or by You with Our prior written consent in the investigation, defence or settlement of any claim for Compensation for which You are entitled to indemnity under this Policy, including loss of salaries or wages as a direct result of Your attendance at hearings or trials at Our request;
- c. pay all legal costs taxed or assessed against You in any claim referred to in paragraph (a) and

all interest accruing from the entry of judgment against You until We have paid, tendered or deposited in court such part of the judgment as does not exceed the Limit of Indemnity for Part B;

- d. pay reasonable expenses incurred by You for rendering first aid and/or surgical or medical relief to others at the time of any Personal Injury (other than any medical expenses which We are prevented from paying by any law);
- e. pay reasonable costs and expenses incurred by You as a result of providing any form of temporary protection to prevent Personal Injury or as required by any relevant Government or other Statutory Authority.
- f. pay legal costs incurred by You with Our consent for representation of You at:
 - i. any coronial inquest or inquiry.
 - ii. any proceedings in any court or tribunal in connection with liability insured against by this Policy.
 - iii. any Royal Commission arising out of any alleged breach of statutory duty, or other similar judicial enquiry into circumstances relating to any Occurrence which would be the subject of indemnity under this Policy.
 - iv. any enquiry, prosecution or hearing of a disciplinary nature held before a legally constituted board, committee, licensing authority or the like.

Limit of Indemnity under (iii) and (iv) shall not exceed \$250,000 in the aggregate in the Period of Insurance.

Costs and expenses incurred by You in the investigation, settlement or defence of any claim are not included in the Excess and shall not be applied to erode the Excess.

3. Limit of Indemnity for Part B

Except as provided in clause 2a) below, Our total liability under this Part of the Policy to indemnify You:

- i. in respect of any one Occurrence (other than in respect of Products Liability) will not exceed the Limit of Indemnity for Part B; and
 - ii. for all claims in respect of Products Liability during the Period of Insurance is limited in the aggregate to the Limit of Indemnity for Part B.
- a. Subject to clause 2b) below, We will indemnify You for up to twenty five percent (25%) of the Limit of Indemnity for Part B in addition to the Limit of Indemnity for Part B for amounts that We pay to You or on Your behalf under clause 1.2 of this Part:

- i. in respect of any one Occurrence; and
 - ii. limited in aggregate for all claims in respect of Products Liability during the Period of Insurance.
- b. If a judgment or an amount required to settle a claim exceeds the Limit of Indemnity for Part B, Our liability to pay Costs and Expenses under clause 1.2 of this Part is limited to the proportion the Limit of Indemnity for Part B bears to the amount required to be paid to dispose of the claim and in all cases will not exceed the amount specified in clause 2a) above.
- c. All Personal Injury and Property Damage consequent upon or attributable to one source or originating cause shall be deemed to be one Occurrence. Any entitlement to indemnity under this Policy for such an Occurrence will be determined by reference to the date on which the Personal Injury or Property Damage from the one source or originating cause first occurred.

4. Automatic Extensions for Part B

We agree to provide cover under these extensions for no additional Premium provided that:

- a. the indemnity provided is subject to the Schedule, General Exclusions and Additional Exclusions for Part B, General Conditions and Additional Conditions for Part B, Excess and all other terms applicable to Part B of this Policy;
- b. the inclusion of any extension under Part B of the Policy shall not increase the Limit of Indemnity for Part B.

4.1 New Subsidiaries

The cover provided by this Part of the Policy will extend to any subsidiary company incorporated within the Territorial Limit that is incorporated or acquired by You during the Period of Insurance and relating to Your Business but only in respect of liability for Personal Injury or Property Damage occurring in the period commencing on the date of incorporation or acquisition by You and ending:

- a. 14 days from the date of incorporation or acquisition by You; or
- b. if You have notified Us in writing of the incorporation or acquisition within 60 days and You have provided all information that We require and You have agreed to any additional terms and conditions and Premium that We may require, on such date as We may in Our absolute discretion determine;

but in any event no cover is provided by this subsection beyond the end of the Period of Insurance.

4.2 Principals

We insure You for liability to indemnify any principal with whom You have entered into a contract or agreement for the performance of work if the terms

of the contract or agreement require that You must indemnify the principal but only:

- a. in relation to work carried out by You;
- b. if the liability would have been implied by law in the absence of the contract or agreement; and
- c. in respect of an Occurrence for which You would be entitled to indemnity under this Policy if a claim arising from the Occurrence is made against You.

5. Additional Exclusions for Part B

In addition to the General Exclusions, We will not indemnify You for any actual or alleged liability directly or indirectly arising from, caused by, attributed to, or in any way related to:

5.1 Advertising Liability

Advertising Injury:

- a. resulting from statements made at Your direction with knowledge that such statements are false;
- b. resulting from incorrect description of Products or services; or
- c. incurred by any person insured under this Policy whose principal occupation or business is advertising, broadcasting, publishing or telecasting; or
- d. resulting from any mistake in advertised price of Products or services; or
- e. arising out of the failure of Your Products or services to conform with advertised performance, quality, fitness or durability.

5.2 Aircraft and Watercraft

- a. the ownership, possession, use, existence, working, navigation, operation, repair, maintenance, servicing, construction or installation by You or on Your behalf of any Aircraft; or
- b. the ownership, possession, use, existence, working, navigation, operation, repair, maintenance, servicing, construction or installation by You or on Your behalf of any Watercraft exceeding 8 metres in length, except where such Watercraft are owned or operated by others and used by You for business entertainment; or
- c. the ownership, possession, use, existence, working, navigation, operation, repair, maintenance, servicing, construction or installation by You or on Your behalf of any Hovercraft; or
- d. the use of Your Product with Your knowledge in the construction, operation, maintenance, servicing or repair of any Aircraft, Watercraft (exceeding 8 metres in length) or Hovercraft.

5.3 Defamation

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

- a. first made prior to the Period of Insurance;
- b. made by You or with Your authority, with knowledge of its falsity or defamatory character; or

- c. in any way related to advertising, broadcasting, publishing or telecasting activities conducted by You or on Your behalf, including but not limited to the publication of material on the Internet.

5.4 Design

the design, plan, formula or specification of Your Product or any instructions, warnings, advice or information on the characteristics, use, storage or application of Your Product.

5.5 Employer's Liability

- a. Personal Injury to any Worker in respect of which You are or would be entitled to indemnity under any policy of insurance, fund, scheme or self insurance pursuant to or required by any legislation relating to Workers' Compensation or Accident Compensation whether or not such policy, fund, scheme or self insurance has been effected.

Provided that this Policy will respond to the extent that Your liability would not be covered under any such policy, fund, scheme or self insurance arrangement had You complied with its obligations pursuant to such law;

- b. claims or Losses imposed by:
 - i. the provisions of any industrial award or agreement or determination or any contract of employment or workplace agreement where such liability would not have been imposed in the absence of such industrial award or agreement or determination or contract of employment or workplace agreement;
 - ii. any law relating to employment practices.

For the purpose of this Exclusion the term 'Worker' means any person deemed to be employed by You pursuant to any Workers' Compensation Law. Voluntary workers, secondees and work experience students (if any) will not be deemed to be Your Employees.

5.6 Fines, Penalties and Damages

fines, penalties, liquidated, aggravated, exemplary or punitive damages.

5.7 Loss of Use

loss of use of tangible property (not physically lost, destroyed or damaged) caused by or arising directly or indirectly out of:

- a. delay or lack of performance by You or on Your behalf under any contract or agreement; or
- b. the failure of Your Product to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by You.

5.8 Money and Securities

loss or damage to cash, securities, bullion, gold or negotiable instruments owned by You or for which You have assumed a responsibility.

5.9 Product Defect, Product Recall and Faulty Work

- a. Property Damage to Your Product caused by or arising directly or indirectly out of or in connection with any defect or lack of quality in Your Product, the harmful nature of Your Product or unsuitability or ineffectiveness of Your Product;
- b. the withdrawal, inspection, removal, reinstallation, repair, replacement or loss of use of Your Product, or of any property of which Your Product forms a part, if Your Product is recalled from the market or from use because of any known or suspected defect or deficiency in it; or
- c. the cost of repairing, correcting, performing or improving any work or service undertaken or provided by You or on Your behalf, provided that this Exclusion does not apply to Personal Injury or Property Damage resulting from such work or service undertaken or provided by You or on Your behalf.

5.10 Professional Liability

the rendering of or failure to render professional advice or service by You or on Your behalf or an error or omission in connection therewith, but this Exclusion does not apply to:

- a. the rendering of or failure to render professional medical advice by medical persons employed by You to provide first aid and other medical services on Your Premises; or
- b. advice given in respect of the use or storage of Your Products.

5.11 Property in Your Physical or Legal Control

Property Damage to property owned, leased or hired by or under hire purchase or on loan to You or otherwise in Your physical or legal care, custody or control, other than:

- a. buildings and their contents at Your Premises, which are leased or rented to You for Your Business;
- b. Employees' and visitors' clothing and personal effects;
- c. Vehicles (not owned or used by You or on Your behalf or liability for Vehicles not otherwise excluded by this Policy) whilst in a car park owned or operated by You other than for reward;
- d. other property not owned by You, leased to You or rented to You but temporarily and legally occupied by You or in Your possession or control, however We will not indemnify You for damage to that part of such property on which You are working or have been working and which arises out of that work.

The Limit of Indemnity in respect of coverage provided under paragraphs (a) to (d) above is \$500,000 for any one Occurrence and for all claims during the Period of Insurance in the aggregate inclusive of all costs, expenses and interest under this Policy as set out in clause 1.2 of this Part.

5.12 Tobacco and Smoking

the inhalation or ingestion of, or exposure to, tobacco or tobacco smoke or any ingredient or additive present in any articles, items or goods which contain or include tobacco.

5.13 Underground Services

Property Damage to any underground services except where You have contacted the appropriate authorities to verify the existence and location of underground services and have obtained from them a plan detailing the location of such services prior to commencement of work.

5.14 Vehicles

the ownership, possession, maintenance, use or control of any Vehicle:

- a. which is registered or required to be registered by any legislation or competent authority, except where such liability is caused by:
 - i. the loading or unloading of any Vehicle or the delivery or collection of goods to or from any Vehicle, where such Personal Injury or Property Damage occurs beyond the limits of any carriageway or thoroughfare declared as a designated road; or
 - ii. the use of any mechanical tool or plant attached to or forming part of any Vehicle, whilst the Vehicle is being used at Your Premises or another work site for the purpose of Your Business but not whilst the Vehicle is in transit or is being used for transport or haulage; or
- c. where such liability is insured or required to be insured by any legislation or competent authority.

5.15 Welding and Allied Processes

non-compliance by You or by others working on Your behalf with all applicable laws and standards relating to welding and allied processes including, but not limited to, AS 1674.1-1997 "Safety in welding and allied processes – Fire precautions" published by Standards Australia and as amended or substituted from time to time.

5.16 Treatment Risk

malpractice, treatment prescribed or administered, or the failure to prescribe or administer treatment, by You or any employee or agent of You and/or breach of duty owed in a professional capacity by You or by any person for whose actions You are responsible.

5.17 Sexual Abuse

actual, threatened or perceived sexual assault, sexual harassment or molestation.

5.18 Abuse

actual, threatened or perceived, repeated, continuing contemptuous coarse, insulting words or behaviours,

acts of hurting or injuring mentally or physically by maltreatment or ill-use.

5.19 Malpractice

any malpractice, error, or act of omission committed in the rendering of professional services or advice by any medical doctor, resident, intern or other person or organization under contract or agreement with You to administer, review, oversee, direct, conduct, consult on, or perform services

6. Additional Conditions for Part B

In addition to the General Conditions, the following conditions apply to this Part of the Policy.

As a precondition to Your entitlement to indemnity under this Part of the Policy, You must comply with these conditions. If You do not comply, We reserve Our rights to refuse to pay a claim or to reduce (in some cases to nil) the amount You would otherwise be entitled to receive.

6.1 Maintenance of Product Records

You must keep and maintain, for at least 10 years after the date upon which they are brought into existence or come into Your possession or control, documents and records:

- a. relating to research and development, specification, design and manufacturing of Your Product;
- b. showing the source and quality of components of Your Product;
- c. identifying persons and entities comprising the distribution chain for Your Product;
- d. comprising sales records, including batch number and destination of Your Product; and
- e. detailing quality control, inspection, testing, repairs, replacements and recalls of Your Product.

6.2 Joint Insureds

Where You comprise more than one party:

- a. the Proposal is deemed to have been furnished by and on behalf of all parties and any information supplied to Us or any omission, misrepresentation, or non-disclosure in relation to the Proposal or any renewal or extension of this Part of the Policy is deemed to have been furnished, supplied, omitted, misrepresented or not disclosed on behalf of all parties; and
- b. the conduct (other than conduct referred to General Exclusion 5) of one or more of You will not prejudice the rights of the remainder of You provided that the remainder of You, immediately on becoming aware of any conduct that increases the risk of liability insured by this Part of the Policy, gives notice in writing to Us and pays any additional Premium that We may require.

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