



General Liability Insurance Policy Wording

Solution Underwriting Agency Pty Ltd

Level 5, 289 Flinders Lane

Melbourne VIC 3000

T. 03 9654 6100

W. www.solutionunderwriting.com.au

E. solution@solutionunderwriting.com.au

ABN 68 139 214 323

AFSL 407780

Table of Contents

Solution Underwriting General Liability Insurance Policy Wording

IMPORTANT INFORMATION	1
DEFINITIONS	6
1. INSURING CLAUSES	10
2. LIMIT OF LIABILITY	11
3. EXTENSIONS	11
4. EXCLUSIONS	12
5. CONDITIONS	16

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. An endorsement varies the standard terms of this Policy. It may expand, reduce, or impose additional conditions on the cover provided as set out in the Policy terms and should be read carefully. 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 Solution 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.

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.

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.

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.

About the insurer

This insurance is underwritten by Chubb Insurance Australia Limited (ABN 23 001 642 020, AFSL 239687) ('Chubb'). Chubb is authorised by the Australian Prudential Regulation Authority ('APRA') to carry on insurance business in Australia.

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
Tel: +61 2 9335 3200
Fax: +61 2 9335 3411
Website: 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.

Chubb is committed to protecting Your privacy. Chubb collects, uses and retains Your Personal Information in accordance with the requirement of the *Privacy Act 1988* (Cth) and the Australian Privacy Principles (APPs), as amended or replaced from time-to-time.

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 and research, in relation to new products, services or information that may be of interest to You.

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:

- the policyholder (where the insured person is not the policyholder, i.e., group policies);
- service providers engaged by Us to carry out certain business activities on Our behalf (such as claims assessors, call centres in Australia, online marketing agency, etc);
- intermediaries and service providers engaged by You (such as current or previous brokers, travel agencies and airlines);
- government agencies (where We are required to by law);
- 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); and
- 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.

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 decision to provide Your Personal Information

In dealing with Us, You agree to Us using and disclosing Your Personal Information, which will be stored, used and disclosed by Us as set out in this Privacy Statement and Our Privacy Policy.

Access to and correction of Your Personal Information

Please contact Our customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com if You would like:

- a copy of Our Privacy Policy, or
- to cease to receive marketing offers from Us or persons with whom We have an association.

To request access to, update or correct Your Personal Information held by Chubb, please complete this Personal Information request form 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
Tel: +61 2 9335 3200
Email: Privacy.AU@chubb.com.

General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice (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 codeofpractice.com.au and on request. As a signatory to the Code, We are bound to comply with its terms. As part of Our obligations under Parts 9 and 10 of the Code, Chubb has a Customers Experiencing Vulnerability & Family Violence Policy (Part 9) and a Financial Hardship Policy (Part 10). The Code is monitored and enforced by the Code Governance Committee.

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

Complaints and Dispute Resolution

We understand that You could be dissatisfied with Our organisation, Our products and services, or the complaints handling process itself. We take all Our customer's concerns seriously and have detailed below the complaints process that You can access.

Complaints and Customer Resolution Service

Contact Details

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 Our Complaints and Customer Resolution Service (CCR Service) by post, phone, fax, or email, (as below):

Complaints and Customer Resolution Service
Chubb Insurance Australia Limited
GPO Box 4065
Sydney NSW 2001

Tel: +61 2 9335 3200

Fax: +61 2 9335 3411

Email: complaints.AU@chubb.com

Our CCR Service is committed to reviewing complaints objectively, fairly and efficiently.

Process

Please provide Us with Your claim or policy number (if applicable) and as much information as You can about the reason for Your complaint.

Our response

We will acknowledge receipt of Your complaint within one (1) business day of receiving it from You.

We will investigate Your complaint and keep You informed of the progress of Our investigation at least every ten (10) business days and will make a decision in relation to Your complaint in writing within thirty (30) calendar days. If We are unable to make this decision within this timeframe, We will provide You with a reason for the delay and advise of Your right to take Your complaint to the Australian Financial Complaints Authority (AFCA) as detailed below, subject to its Rules. If Your complaint 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.

To the extent allowable at law, if You request copies of the information We relied on to make a decision about Your complaint, We must provide it within ten (10) business days of Your request. Please see the General Insurance Code of Practice 2020 (codeofpractice.com.au) or contact Us for further details.

Please note that if We have resolved Your complaint to Your satisfaction by the end of the fifth (5th) business day after We have received it, and You have not requested that We provide You a response in writing, We are not required to provide a written response. However, this exemption does not apply to complaints regarding a declined claim, the value of a claim, or about financial hardship.

External Dispute Resolution

If You are dissatisfied with Our complaint determination, or We are unable to resolve Your complaint to Your satisfaction within thirty (30) days, You may refer Your complaint to AFCA, subject to its Rules.

AFCA is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission (ASIC). 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

Tel: 1800 931 678 (free call)

Fax: +61 3 9613 6399

Email: info@afca.org.au

Website: 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.

Definitions

The intended meaning of some of the important words used in this Policy are shown below.

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 of same, 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.

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;

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.

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.

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; and
- b. Your ownership or occupation of Your Premises; and
- c. participation in any exhibition by You or on Your behalf; and
- d. the hire or loan of plant and/or equipment to other parties; and
- e. conducted tours of Your Premises; and
- f. the provision of any sponsorships, charities, galas, first aid, medical, ambulance or fire fighting services by You or on Your behalf; and
- g. private work undertaken by Your employees for any of Your directors, partners, proprietors, officers or executives.

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 (such agreement not to be unreasonably withheld or delayed) in defending or appealing a claim against You, and for legal representation of You at any coronial inquest or other fatal accident inquiry.

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.

Excess

The amount which You have to pay towards the cost of any claim under this Policy.

Hovercraft

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

Limit of Liability

The amount specified in the Schedule or elsewhere in the Policy.

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.

Period of Insurance

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

Personal Injury

- a. bodily injury, sickness or disease, including death, shock, fright, mental anguish, mental injury or disability;
- b. unlawful arrest, wrongful detention or false imprisonment;
- c. wrongful entry or eviction or other invasion of privacy;
- 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, the endorsements and any other documents We tell You form part of the Policy, 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 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 from such physical loss, destruction or damage; 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.

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.

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.

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.

We, Us or Our

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

Worker to Worker Claims

For the purpose of the application of the Excess only. 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.

You or Your

Each person, company or other entity specified in the Schedule as being insured under this Policy also includes:

- a. 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; or
- b. every past or present or future director, partner, proprietor, officer, executive or employee (including the spouse of any such person while accompanying such person on any commercial trip or function in connection with Your Business) or volunteer while such persons are acting for or on behalf of You; or

- c. every person, corporation, organisation, trustee or estate to who or to which You are obligated by law to provide insurance such as is afforded by this Policy; or
- d. every office bearer, member, employee or voluntary helper of Your canteen, social and/or sporting clubs, first aid, medical, ambulance or fire fighting services, charities, welfare and/or child care facilities; or
- e. any employee superannuation fund or pension scheme managed by or on behalf of the company specified in the Schedule; or
- f. any director, officer, partner or executive of the company specified in the Schedule in respect of private work undertaken by employees for such person and any employee whilst actually undertaking such work; or
- g. the estates, legal representatives, heirs or assigns of:
 - i. any deceased or insolvent persons; or
 - ii. persons who are unable to manage their own affairs by reason of mental disorder or incapacity; who would otherwise be indemnified by this Policy, but only in respect of liability incurred by such persons as described in clauses g) i. and g) ii. above;

while acting in such capacity.

1. Insuring Clauses

1.1 The Cover

We indemnify You against 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 Liability and the Excess.

1.2 Costs and Expenses

In addition to the cover provided under Insuring Clause 1.1 (The Cover), but subject always to Section 2 (Limit of Liability), We will:

- a. defend in Your name and on Your behalf, any claim or suit against You alleging such Personal Injury, Property Damage and/or Advertising Injury and seeking damages on account of such Personal Injury, Property Damage or Advertising Injury, 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 (which shall not be unreasonably withheld or delayed) 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) above 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 Liability;
- 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 Property Damage as required by any relevant Government or other Statutory Authority.

Provided that the Limit of Liability in respect of coverage provided under Insuring Clause 1.2 e. is \$50,000 for any one Occurrence and in the aggregate, during the Period of Insurance.

- f. pay legal costs incurred by You with Our consent (which shall not be unreasonably withheld or delayed) 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 insurance; and
 - iv. any enquiry, prosecution or hearing of a disciplinary nature held before a legally constituted board, committee, licensing authority or the like.

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

2. Limit of Liability

Except as provided in clause 1.2 (Costs and Expenses), Our total liability under this Policy to indemnify You:

- i. in respect of any one Occurrence (other than in respect of Products Liability) will not exceed the Limit of Liability; and
 - ii. for all claims in respect of Products Liability during the Period of Insurance is limited in the aggregate to the Limit of Liability.
- a. Subject to clause 3 b. below, We will indemnify You for up to twenty five percent (25%) of the Limit of Liability in addition to the Limit of Liability for amounts that We pay to You or on Your behalf under Insuring Clause 1.2 (Costs and Expenses):
- i. in respect of any one Occurrence; and
 - ii. shall be 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 Liability, Our liability to pay costs and expenses under Insuring Clause 1.2 (Costs and Expenses) is limited to the proportion the Limit of Liability bears to the amount required to be paid to dispose of the claim and in all cases will not exceed the amount specified in paragraph 2 a. above;
- c. All Personal Injury and Property Damage consequent upon or attributable to one source or originating cause shall be deemed 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.
- d. Subject to Exclusion 4.19 (Property in Your Physical or Legal Control) the Limit of Liability in respect of subclauses 4.19 a. to d. 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 as set out in clause 1.2 (Costs and Expenses) of this Policy.
- e. The Limit of Liability for all Personal Injury or Property Damage occurring in accordance with sub-clause 4.22 c. (Territorial Limits) is inclusive of all costs, expenses and interest as set out in clause 1.2 (Costs and Expenses) of this Policy.

3. Extensions

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

- a. the indemnity provided is subject to the Schedule, Exclusions, Conditions, Excess and all other terms applicable of this Policy; and
- b. the inclusion of any extension shall not increase the Limit of Liability.

3.1 New Subsidiaries

The cover provided by this 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, if You have notified Us in writing of the incorporation or acquisition within 60 days and You have provided all information (which is reasonably within your power to provide) that We require and You have agreed to any additional terms and conditions and Premium that We may require, on such date as reasonably determined by Us, but in any event no cover is provided by this Extension 3.1 beyond the end of the Period of Insurance.

3.2 Principals

We insure You for liability to indemnify any principal contractor or head contractor 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.

4. Exclusions

This 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 connected with:

4.1 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.

4.2 Advertising Liability

Advertising Injury:

- a. resulting from statements made at Your direction with knowledge that such statements are false; or
- b. resulting from incorrect description of Products or services; or
- c. incurred by any insured 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.

4.3 Aircraft, Hovercraft 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 and such business entertainment is in connection with your Business; 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.

4.4 Asbestos

asbestos or materials containing asbestos .

4.5 Computers and Technology

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 loss resulting therefrom.

4.6 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.

4.7 Defamation

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

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

4.8 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.

4.9 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.

However 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; and
 - ii. any law relating to employment practices.

For the purpose of this Exclusion 4.9 (Employer's Liability) the term 'Worker' means any person deemed to be employed by You pursuant to any Workers' Compensation Law. Voluntary workers, secondary and work experience students (if any) will not be deemed to be Your employees.

4.10 Fines, Penalties, Punitive, Exemplary or Aggravated Damages

fines, penalties, aggravated, exemplary or punitive damages.

4.11 Fraudulent and Intentional Conduct

- a. dishonest, fraudulent, criminal or malicious conduct;
- b. wilful breach of statute; or
- c. conduct intended to cause Personal Injury or Property Damage (or conduct with reckless disregard for Personal Injury or Property Damage)

by You or anyone acting on Your behalf or with Your knowledge.

4.12 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.

4.13 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.

4.14 Malpractice

any malpractice, error, act or failure to act 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 the You to administer, review, oversee, direct, conduct, consult on, or perform services.

4.15 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.

4.16 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, seepage, migration, emission or escape of Pollutants; or
- b. the cost of testing, monitoring, containing, removing, nullifying or cleaning up Pollutants

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

4.17 Product Defect, Product Recall and Faulty Work

- a. for Property Damage to Your Product 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 4.17 c. does not apply to Personal Injury or Property Damage resulting from such work or service undertaken or provided by You or on Your behalf.

4.18 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;
- b. Personal Injury or Property Damage arising from the rendering of or failure to render professional advice or service, provided such professional advice or service is not given for a fee; or
- c. advice given in respect of the use or storage of Your Products.

4.19 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.

4.20 Sanctions

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit Us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of the Policy remain unchanged.

Chubb is a subsidiary of a US company and Chubb Limited, a NYSE listed company. Consequently, Chubb is subject to certain US laws and regulations in addition to EU, UN and national sanctions restrictions which may prohibit it from providing cover or paying claims to certain individuals or entities or insuring certain types of activities related to certain countries such as but not limited to Iran, Syria, North Korea, North Sudan, Crimea and Cuba.

4.21 Sexual Abuse

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

4.22 Territorial Limit

- 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; or
- b. claims and actions to which the laws of the United States of America, Canada or their territories, protectorates, or dependencies apply.

Provided that:

- c. Exclusions 4.22 a. and 4.22 b. above do not apply to Personal Injury or Property Damage occurring during business visits, in connection with Your Business, to the United States of America, Canada or their territories, protectorates, or dependencies by Your 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.

Where coverage is afforded under sub-clause 4.22 c. above, the Limit of Liability for such coverage is inclusive of all costs, expenses and interest as set out in clause 1.2 (Costs and Expenses) of this Policy.

4.23 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.

4.24 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.

4.25 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.

4.26 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
- b. where such liability is insured or required to be insured by any legislation or competent authority.

4.27 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, nationalisation, 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 of same.

4.28 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. Conditions

If You are in breach of any of the conditions applicable to this Policy, We may decline to pay a claim or reduce (in some cases to nil) the amount You would otherwise be entitled to receive if the claim is substantially affected by the breach, and to the extent permitted by law.

5.1 Cancellation

This Policy may be cancelled by:

- a. You at any time 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, Premium for the period during which this Policy has been in force together with any administration fees and non-refundable taxes and duties;
- b. Us on any grounds set out in the *Insurance Contracts Act 1984* (Cth), 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 information as We may reasonably 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.

5.2 Claims Procedures

In circumstances that give rise to or may give rise to a claim under this Policy:

- a. You must notify Us as soon as reasonably practicable of all such circumstances and provide all reasonable information and assistance that is reasonably within Your power to provide and which is reasonably required by Us, including details of any other insurance or indemnity to which You may be entitled in relation to the Occurrence giving rise to the claim;
- b. You must not admit liability or settle or attempt to settle any claim without Our written consent, which shall not be unreasonably withheld or delayed; and
- c. We may take over and conduct, in Your name, the defence or settlement of any claim and We will conduct any proceedings in connection with a claim in a reasonable manner and in cooperation with You.

You shall have the right to associate with Us in the defence of any claim, including but not limited to negotiating a settlement, subject to the provisions of this Policy.

5.3 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 Liability.

5.4 Discharge of Liabilities

If in Our reasonable opinion the amount required to dispose of any claim may exceed either the available Limit of Liability 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 Liability 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, 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.

5.5 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 in relation to a claim, 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 or territory where the claim is being heard or defended. Senior Counsel shall advise having regard to

both legal and commercial considerations, 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.

If the Senior Counsel recommends that settlement of the claim should be attempted, then settlement of the claim must be attempted as recommended.

Where settlement is attempted in accordance with the Senior Counsel's recommendation but is unsuccessful, then We will continue to indemnify You subject to the terms and conditions of this Policy.

If a settlement recommended by the Senior Counsel is acceptable to the claimant, but You refuse to consent to such settlement, Our liability will be limited to the amount for which the claim could have been settled, plus the Defence Costs incurred up to the date the refusal to consent was made.

5.6 Excess

In respect of any liability for which You are entitled to indemnity under this Policy, You will bear the amount of the Excess and We will only be liable to indemnify You for that part of any loss or claim which is greater than the Excess.

Costs and expenses incurred by You without Our prior written consent (such consent shall not be unreasonably withheld or delayed) in the investigation, settlement or defence of any claim are not included in the Excess and shall not be applied to erode the Excess.

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.

5.7 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 the Policy is issued shall have non-exclusive jurisdiction in any dispute concerning or under this Policy.

5.8 Interpretation

Paragraph headings are merely descriptive and are for convenience only. Headings do not aid the interpretation of this Policy and are used merely for identifying insuring clauses, exclusions or conditions in this Policy 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.

5.9 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 Policy is deemed to have been furnished, supplied, left out, misrepresented or not disclosed on behalf of all parties; and
- b. the conduct (other than conduct referred to in Exclusion 4.11 (Fraudulent and Intentional Conduct)) of one or more of You will not prejudice the rights of the remainder of You provided that the remainder of You, as soon as reasonably practical on becoming aware of any conduct that increases the risk of liability insured by this Policy, gives notice in writing to Us and pays any additional Premium that We may require.

5.10 Maintenance of Product Records

You must keep and maintain, for at least 5 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.

5.11 Material Changes to Risk

You must as soon as reasonably practicable notify Us in writing of any alteration to Your Business as outlined in the Proposal form completed as part of the application for this insurance. 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. You can contact us using the details provided in the Important Information section of this Policy.

5.12 Policy 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 this Policy, continue in force.

5.13 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;
- b. at Your own expense take all reasonable precautions to prevent Personal Injury and Property Damage and comply with all applicable 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
- d. comply with all applicable statutory obligations, laws and regulations imposed by any competent authority in relation to any matter covered by this Policy.

5.14 Subrogation

If We make a payment under this Policy to You or on Your behalf then, subject to the *Insurance Contracts Act 1984* (Cth) as amended from time to time, We will be subrogated to Your rights to recover an equivalent sum to what we have paid against any person or entity and You must, as reasonably requested by Us and at Our expense, take all reasonable steps and provide all assistance reasonably necessary to assist Us in the exercise of Our rights.

5.15 Your Failure to Pay Insurance Premium

It is a condition of this Policy that You pay the insurance Premium. In the event of non-payment of the insurance Premium, We may take steps to cancel the Policy in accordance with the *Insurance Contracts Act 1984* (Cth).

**Product issued by
Chubb Insurance Australia Limited**

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

ABN 23 001 642 020
AFSL 239687

**Distributed by
Solution Underwriting Agency Pty Ltd**

Street Address: Level 5, 289 Flinders Lane,
Melbourne, VIC 3000 Australia
Tel: 03 9654 6100
www.solutionunderwriting.com.au

ABN 68 139 214 323
AFSL 407780

Solution Underwriting Agency Pty Ltd acts under a binder as agent for Chubb Insurance Australia Limited

