

Broadform General Liability Policy Wording

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General Liability Insurance Policy. V3.3 Issued September 2016



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Important Information

This Certificate wording is an important document and should be kept in a safe place. You should read this wording and any attachments We provide to You, so that You understand the insurance provided by this Certificate. It is important that You:

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

You must comply with all provisions of this Certificate, otherwise We may be entitled to refuse to pay a claim or reduce the amount You are entitled to receive. The Certificate is in force for the Period of Insurance set out in Your Schedule or until cancelled. For the limits on the cover provided:

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

In some circumstances the terms and conditions of this Certificate may be amended by endorsement. If Your Certificate is endorsed You will receive notification of the endorsement. In issuing this Certificate to You, We have relied upon the proposal form You have already completed.

YOUR DUTY OF DISCLOSURE

Before You enter into a contract of general insurance with Us, You have a duty under the Insurance Contracts Act 1984 to tell Us everything that You know, or could reasonably be expected to know, is relevant to Our decision to insure You and the terms and conditions on which We insure You.

You have the same duty to tell Us those things before We issue cover, renew, extend, vary or reinstate a Certificate of insurance.

INFORMATION YOU DO NOT NEED TO GIVE.

You do not have to tell Us anything that:

- a) reduces the risk to Us of insuring You;
- b) is common knowledge;
- c) We already know or should know in the ordinary course of Our business;
- d) has been indicated by Us as not necessary to know.

NON DISCLOSURE

If You fail to comply with Your duty of disclosure, We may be entitled to reduce Our liability under the contract in respect of a claim and/or may cancel the contract. If Your non-disclosure is fraudulent, We may also have the option of avoiding the contract from its beginning.

CLAIMS MADE AND NOTIFIED BASIS OF COVER

if agreed in writing by the Us Errors and Omissions Extension may be added to this policy for an additional premium and will be written on a **"claims made and notified basis"**. That means that indemnity is only provided for the Errors and Omissions extension if:

1. a claim is made against You, by some other person, during the Period of Insurance and You notify Us of the Claim during the same Period of Insurance;

AND

2. the claim which is notified arises out of an occurrence which takes place after the commencement date of the Period of Insurance or after the Retroactive Date stated in the Schedule, whichever is the earlier.

Section 40 (3) of the Insurance Contracts Act 1984 (Cth) applies to this type of Certificate of Insurance. That sub-section provides that if You become aware, during the Period of Insurance, of any occurrence or facts which might give rise to a claim against You by some other person, then provided that You notify the insurer of the matter before the Period of Insurance expires, the insurer may not refuse to indemnify You merely because a claim resulting from the matter is not made against You during the Period of Insurance. If You inadvertently or otherwise, do not notify the relevant occurrence or facts to the insurer before the expiry of the Period of Insurance You will not have the benefit of Section 40(3) and the insurer may refuse to pay any subsequent claim, notwithstanding that the occurrence giving rise to it took place during the Period of Insurance.

PRIVACY

Privacy legislation regulates the way private sector organisations can collect, use, keep secure and disclose personal information. We are bound by the Privacy Act 1988 (Cth) and its principles when collecting and handling personal information. We have developed a privacy Certificate which explains what sort of personal information We hold about You and what We do with it.

We will only collect personal information from or about You for the purpose of assessing Your application for insurance and administering Your insurance Certificate, including any claims You make.

We may need to disclose personal information to the Lloyds underwriter located overseas, intermediaries, insurance reference bureaus, credit reference agencies, Our advisers and those involved in the claims handling process (including assessors and investigators), for the purposes of assisting Us and them in providing relevant services and products, or for the purpose of litigation.

By providing Your personal information to Us, You consent to Us making these disclosures. Without Your personal information We may not be able to issue insurance cover to You or process Your claim.

From time to time, We may use Your name and contact details to send You or Your firm offers or information regarding Our insurance services or promotions that may be of interest to You. Please let Us know if You no longer wish to receive this information.

A copy of Our privacy Certificate is available from the office of Coversure Pty Ltd or at www.coversure.com.au.

THE GENERAL INSURANCE CODE OF PRACTICE

Lloyd's is a signatory to the General Insurance Code of Practice. The Code aims to:

- a) promote more informed relations between insurers and their customers;
- b) improve consumer confidence in the general insurance industry;
- c) provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
- d) commit insurers and the professionals they rely upon to higher standards of customer service.

IF YOU HAVE A DISPUTE

If You are dissatisfied with a decision We make, a claim settlement, Our service, or the service of others We appoint to discuss insurance matters with You, We have an Internal Dispute Handling Process to assist You. Contact Our office and ask for the Internal Dispute Handling Officer.

If You are not satisfied with Our response You may contact;

Lloyd's Australia Ltd
Suite 2, Level 21 Angel Place
123 Pitt Street
Sydney NSW 2000
tel 02 9223 1433
fax 02 9223 1466

Lloyd's Australia Ltd offer a no cost to You service. They will advise You on how to proceed with them in this matter. If they are unable to assist You, they will promptly advise You.

NEED FURTHER INFORMATION

Your Insurance Broker has arranged this insurance for You, on Your behalf. If You have any questions or need further information concerning Your insurances, You should contact them to assist You with Your enquiry.

CONTACTING US

You are represented by an Insurance Broker who deals directly with Us. You should direct all of Your correspondence to Us through this Broker, as he is Your Agent for this insurance. When We are dealing directly with You, for example with a claim, You may contact Us as shown on Our claim form or as indicated on this Certificate wording.

Our Agreement

I. 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 described in this Policy.

II. LIMIT OF LIABILITY

We will not pay any more for any claim under this Policy than the lesser of:

- a) The Limit of Liability or any Sub-Limit which is listed in the Schedule, or
- b) Any other limit which is set out in this Policy.
- c) The applicable Limit of Liability will not be reduced by the amount of any Excess payable by You.

III. EXCESS

We will not pay the Excess which applies to any claim. The Excesses are set out in the Schedule. If a claim is indemnified under more than one clause of this Policy and more than one Excess applies, then the higher Excess will apply to that claim.

1. Public & Products Liability

1.1 INSURING CLAUSE

We will pay to You or on Your behalf all amounts which You shall become legally liable to pay for compensation in respect of:

- 1.1.1 Personal Injury; and/or
- 1.1.2 Property Damage; and/or
- 1.1.3 Advertising Injury;

which happens during the Period of Insurance, within the Geographical Limits, and is caused in connection with the Business or Your Products and/or work performed by You or on Your behalf and caused by or arising out of an Occurrence.

We will not pay more than the Limit of Liability stated in the Schedule for Public Liability for all claims or series of claims arising out of any one Occurrence.

We will not pay more than the Limit of Liability stated in the Schedule for Products Liability for all claims arising out of all or any of Your Products during any one Period of Insurance.

We will not pay more than the Limit of Liability stated in the Schedule for Pollution Liability for all claims or series of claims arising out of any one Occurrence.

We will not pay more than the Limit of Liability stated in the Schedule for Advertising Injury for all claims or series of claims arising out of any one Occurrence.

1.2 DEFENCE AND OTHER COSTS

1.2.1 In addition to the Limits of Liability stated in the Schedule, We will:

- a) defend in Your name and on Your behalf any claim or suit against You claiming any amounts for Personal Injury and/or Property Damage and/or Advertising Injury and seeking damages on account thereof, even if such claim or suit is groundless, false or fraudulent;
- b) investigate, negotiate and settle any claim or suit as We deem expedient;
- c) pay all charges, expenses and legal costs incurred by Us or You at Our written request or with Our written consent which consent shall not be unreasonably withheld;
- d) pay all interest accruing after entry of judgment until We have paid, tendered, or deposited in court such part of such judgment as does not exceed Our Limit of Liability thereon;
- e) reimburse You for all reasonable charges, expenses and legal costs other than Your loss of earnings, incurred with Our consent;
- f) pay expenses incurred by You for first-aid or medical treatment to others at the time of any Personal Injury for which You are entitled to compensation (other than any first aid or medical expenses, which we are prevented from paying by any law).
- g) pay expenses incurred by You for temporary protection of damaged or undamaged property of any person or party, including temporary repairs, shoring up and/or unpinning thereof.
- h) purchasing and/or hiring and/or erection and dismantling of hoarding, barriers, fences and any other form of temporary protection, including such protection which You must provide in compliance with the requirements of any Government, Local Government or other Statutory Authority.

1.2.2 Included in the Limits of Liability stated in the Schedule, We will pay for all legal costs incurred by You as a direct result of an Occurrence subject to this policy and with Our consent for representation of You at:

- a) any Coronial Inquest or Inquiry
- b) any proceedings in any court or tribunal in connection with liability insured against by this Policy.

- c) any Royal Commission or Government Enquiry arising out of any alleged breach of statutory duty, or other similar judicial enquiry into circumstances relating to any Occurrence, claim or potential claim which would be the subject of indemnity under this insurance.
- d) any enquiry, prosecution or hearing of a disciplinary nature held before a legally constituted enquiry board, committee, licensing authority or the like.

Provided that Our liability under this clause 1.2.2 shall not exceed AUD\$500,000 in respect of any one claim or series of claims arising out of any one Occurrence.

1.2.3 We will do this, provided that:

- a) We shall not be obligated to pay any claim or judgment or to defend any suit after Our Limit of Liability has been exhausted by payment of judgments or settlements;
- b) If a payment exceeding the Limit of Liability has to be made to dispose of a claim Our liability to pay these additional payments in connection therewith shall be limited to such proportion of the additional payments as the Limit of Liability bears to the amount paid to dispose of the claim or suit.

Provided further that any costs and payments [as referred to in 1.2.1 and 1.2.2 (above)] incurred in connection with claims and/or suits instituted in North America shall form part of the Limit of Liability and will not be payable in addition to the Limit of Liability.

1.3 ADDITIONAL BENEFIT

In addition to the Limit of Indemnity provided by this Policy we will pay up to AUD\$50,000 in respect of each claim or series of claims arising out of any one Occurrence for reasonable professional fees and such other expenses incurred by You for the preparation of a claim under this Policy.

The cover provided under this Additional Benefit operates in addition to and shall not in any way affect the cover provided under clause 1.1 of this Policy.

2. Exclusions

Unless stated elsewhere in the Policy, all exclusions herein are to apply to the entire Policy.

We shall not be liable for claims in respect of:

2.1. ADVERTISING INJURY

Advertising Injury

- 2.1.1. resulting from statements made at Your direction with knowledge that such statements are false.
- 2.1.2. resulting from failure of performance of contract but this exclusion shall not apply to claims for unauthorised appropriation of advertising ideas contrary to an implied contract.
- 2.1.3. resulting from infringement of trade mark, service mark or trade name.
- 2.1.4. resulting from any incorrect description of Your Products or services.
- 2.1.5. resulting from any mistake in advertised price of Your Products or services.
- 2.1.6. resulting from failure of Your Products or services to conform with advertised performance, quality, fitness or durability.
- 2.1.7. incurred by any Insured whose principal occupation or business is advertising, broadcasting, publishing or telecasting.
- 2.1.8. resulting from statements made prior to the commencement date of this Policy.

2.2. AIRCRAFT HOVERCRAFT & WATERCRAFT

Personal Injury or Property Damage caused by or arising out of:

- 2.2.1. the ownership, legal possession, legal control or use by You or the use on Your behalf of any;
 - a) Aircraft; or
 - b) Hovercraft; or
 - c) Watercraft exceeding 8 metres in length, except where such Watercraft are owned or operated by others and used by You for business entertainment.
- 2.2.2. the selling or manufacturing of Aircraft or the manufacture, assembly and/or supply of any products for maintaining an Aircraft in flight or moving upon the ground or used in the construction of an Aircraft hull or machinery which to Your knowledge are incorporated in an Aircraft.
- 2.2.3. the leasing, hiring or chartering of Aircraft to or from You; or
- 2.2.4. the repair, service or maintenance of Aircraft or Aircraft products or the installation of any products into Aircraft;

2.3. ASBESTOS

Personal Injury or Property Damage caused by or arising directly or indirectly out of or in connection with:

- 2.3.1. any mining, handling, processing, manufacturing, sale, transportation, distribution, storage or use of asbestos, asbestos products or asbestos contained in any products,

2.3.2. any process of decontamination, treatment, handling, sale, installation, removal, disposal or control of asbestos or materials containing asbestos;

2.4. **CONTRACTS & AGREEMENTS**

liability assumed by You under any contract or agreement except to the extent that such liability would have been implied by law. This exclusion shall not apply to:

- 2.4.1. the written contracts specified in the Schedule;
- 2.4.2. liability assumed by You under a warranty of fitness or quality as regards Your Products;
- 2.4.3. liability assumed by You under any rental, lease hiring agreement of real or personal property other than a provision which obliges You to effect insurance in respect of the subject matter of that contract;
- 2.4.4. any written contract made or entered into with any authority or entity responsible for the supply of electricity, fuel, gas, natural gas, air, steam, water, sewerage reticulation control systems, waste disposal facilities, telephone and communication services or other essential services, except those contracts in connection with work done for such authorities or entities;
- 2.4.5. any written contract with any railway authority for the loading, unloading and/or transport of Your Products, including contracts relating to the operation of railway sidings.

2.5. **ELECTRONIC DATA**

Property Damage to Electronic Data or caused by or arising directly or indirectly out of

- 2.5.1. the communication, display, distribution or publication of Electronic Data;
- 2.5.2. the total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of Electronic Data or
- 2.5.3. any error in creating, amending, entering, deleting Electronic Data or
- 2.5.4. a total or partial inability or failure to receive, send, access or use Electronic Data for any time at all or
- 2.5.5. any consequential loss resulting therefrom. regardless of any other contributing cause or event whenever it may occur

2.6. **EMPLOYERS LIABILITY**

liability for Personal Injury to any Worker, provided that if You:

- 2.6.1. are required by law to insure or otherwise fund, whether through self insurance statutory fund or other statutory scheme, all or part of any common law liability (whether limited in amount or not) for such Personal Injury; or
- 2.6.2. are not required to so insure or otherwise fund such liability by reason only that the Personal Injury is to a person who is not a Worker or employee within the meaning of the relevant Workers' Compensation Law or the Personal Injury is not a Personal Injury which is subject to such law;
- 2.6.3. then this Policy will respond to the extent that Your liability would not be covered under any such fund, scheme, policy of insurance or self insurance arrangement had You complied with Your obligations pursuant to such law.
- 2.6.4. any liability imposed by any Workers' Compensation Law.
- 2.6.5. any liability imposed by 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.

For the purpose of this Exclusion only:

- 2.6.6. 'Worker' means any person employed by You or deemed to be employed by You pursuant to any workers' compensation law. Furthermore . Voluntary workers, secondees and work experience students (if any) shall not be deemed to be Your Workers
- 2.6.7. 'Workers' Compensation Law means any law relating to compensation for Personal Injury to Workers or employees.
- 2.6.8. Notwithstanding Exclusion clause 2.4, Contracts & Agreements, Exclusions 2.61 and 2.63 shall not apply with respect to liability of others assumed by the Named Insured under a written contract or agreement.

2.7. **EMPLOYMENT PRACTICES**

liability for or in respect of Employment Practices.

2.8. **ERECTION & ALTERATION TO BUILDINGS**

Claims in respect to the erection, demolition of and/or alteration or addition to buildings or structures by You or on Your behalf except where the completion value of such work does not exceed \$100,000 unless some other sub-limit is stated in the Schedule.

2.9. **FAULTY WORKMANSHIP**

the cost of performing, completing, correcting or improving any work undertaken by You.

2.10. **FINES AND PENALTIES**

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

2.11. **INFORMATION TECHNOLOGY, HAZARDS, COMPUTER DATA, PROGRAMME AND STORAGE MEDIA**

2.11.1. Property Damage arising, directly or indirectly, out of, or in any way involving Your Internet Operations, or

- 2.11.2. Property Damage to computer data or programmes and their storage media arising directly or indirectly out of or caused by, through or in connection with:
- the use of any computer hardware or software.
 - the provision of computer or telecommunication services by You or on Your behalf.
 - the use of computer hardware or software belonging to any third party, whether authorised or unauthorised including damage caused by any computer virus.

But this exclusion does not apply to:

- 2.11.3. Personal Injury or Property Damage arising out of any material which is already in print by the manufacturer in support of its product, including but not limited to product use and safety instructions or warnings, and which is also reproduced on its site, or
- 2.11.4. liability which arises irrespective of the involvement of Your Internet Operations.

Nothing in this exclusion will be construed to extend coverage under this Policy to any liability which would not have been covered in the absence of this exclusion.

2.12. LOSS OF USE

loss of use of tangible property which has not been physically lost destroyed or damaged and results from:

- 2.12.1. a delay in or lack of performance by You or on Your behalf of any contract or agreement, or
- 2.12.2. the failure of Your Products to meet the level of performance, quality fitness or durability expressly or impliedly warranted or represented by You or on Your behalf, but this exclusion 2.12.2 does not apply to loss of use of other tangible property resulting from the sudden or accidental physical loss, destruction of or damage to Your Products or work performed by You or on Your behalf after such Products or work have been put to use by any person or organisation other than You;

2.13. MOULD / FUNGI

Personal Injury or Property Damage arising directly or indirectly out of, or resulting from or in any manner related to Fungi.

For the purpose of clause 2.13 "Fungi" means any fungus or mycota or any by product or type of infestation produced by such fungus or mycota, including but not limited to mould, mildew, mycotoxins, spores or any biogenic aerosols.

2.14. NUCLEAR FUEL/WEAPONS

Personal Injury or Property Damage caused by or arising directly or indirectly out of, or resulting from:

- 2.14.1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission;
- 2.14.2. nuclear weapons material.

2.15. POLLUTION

- 2.15.1. Personal Injury or Property Damage directly or indirectly caused by or arising out of the discharge, dispersal, release or escape of Pollutants into or upon land, the atmosphere or any watercourse or body of water.
- 2.15.2. any costs and expenses incurred in the prevention, testing, monitoring, cleanup, removal, containment, treatment, detoxifying or neutralising of such Pollutants.

Provided always that 2.15.1 and 2.15.2 shall not apply if such discharge, dispersal, release or escape is caused by a sudden, identifiable, unexpected and unintended event from Your standpoint which takes place in its entirety at a specific time and place.

- 2.15.3. the actual, alleged or threatened discharge, dispersal, release, seepage, migration or escape of Pollutants in North America or in any country to which the laws of North America apply.

Our liability under 2.15.1 and 2.15.2 in respect of any one discharge, dispersal, release or escape of Pollutants which is caused by a sudden, identifiable, unexpected and unintended happening and takes place in its entirety at a specific time and respect of all such discharges, dispersals, releases or escapes of Pollutants during any one Period of Insurance will not exceed the Limit of Liability stated in the Schedule.

2.16. PRODUCT GUARANTEE

liability arising out of any Product warranty or guarantee given by You or on Your behalf, but this exclusion shall not apply to the requirements of any Federal or State legislation as to product safety and information.

2.17. PRODUCT RECALL

damages, costs or expenses claimed for the withdrawal, recall, inspection, repair, replacement or loss of use of Your Products or of any property of which such Products form a part if such Products or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

2.18. PROFESSIONAL ADVICE

liability arising from the rendering of or failure to render professional advice or service by the Insured or error or omission connected therewith, but this exclusion 2.18 does not apply to:

- 2.18.1. the rendering or failure to render professional medical advice by Medical Persons employed by the Insured, or as a volunteer of the Insured, to provide first aid and other medical services on the Insured's premises or business venue; or
- 2.18.2. advice or specification provided where no fee is involved or where advice is given in connection with the Insured's

Products.

2.19. PROPERTY DAMAGE

- 2.19.1. property owned by or leased or rented to You, or
- 2.19.2. property not belonging to You but in Your physical or legal control.
- This exclusion shall not apply to liability for Property Damage to:
- 2.19.3. property not owned by you and in Your physical and legal care, custody or control whether or not You have accepted or assumed legal liability for such property (excluding any Vehicle which is registered or which is required under any legislation to be registered) up to a maximum of AUD\$200,000 any one occurrence and in the aggregate unless some other sub-limit is stated in the Schedule.
- 2.19.4. however We shall not be liable for Property Damage to that part of any property upon which You are or have been working where such Property Damage arises from such work;
- 2.19.5. premises or part(s) of premises (including landlord's fixtures, fittings and contents) which are leased or rented to, or temporarily occupied by You for the purposes of carrying on Your Business provided the liability does not arise from Your failure to insure the premises as required in the lease or rental agreement;
- 2.19.6. premises (or to contents thereof) not owned, leased or rented by You but temporarily occupied by You for work therein or thereon.
- 2.19.7. but no indemnity is granted for liability in respect of physical damage to or destruction of that part of any premises or the contents thereof on which You are or have been working on if the physical damage or destruction arises from such work.
- 2.19.8. directors, officers, partners, proprietors or employees and visitors' personal property.
- 2.19.9. vehicles including its contents, spare parts and accessories while they are in or on such Vehicle 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;

2.20. PROPERTY DAMAGE TO YOUR PRODUCTS

Property Damage to Your Products if such damage is attributable to any defect in Your Products.

This exclusion shall be interpreted to apply with respect to damage to that part and only that part of Your Product to which the damage is directly attributable.

2.21. TERRORISM

Personal Injury or Property Damage directly or indirectly caused by, resulting from or in connection with any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This exclusion also applies to claims in respect of Personal Injury or Property Damage directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

If We allege that by reason of this exclusion, any claim is not covered by this insurance the burden of proving the contrary shall be upon You.

For the purpose of this exclusion 2.21 an Act of Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

2.22. TOBACCO

any injury caused directly or indirectly by 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;

2.23. TRANSMISSIBLE DISEASE

Personal Injury sustained by any person arising out of or as a result of any communicable disease.

2.24. VEHICLES

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

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

But Exclusions 2.24.1 and 2.24.2 shall not apply to:

- 2.24.3. Personal Injury where:
- that compulsory liability insurance or statutory indemnity does not provide indemnity, and
 - the reason or reasons why that compulsory liability or statutory indemnity does not provide indemnity do not involve a breach by You of legislation relating to Vehicles.
- 2.24.4. Property Damage caused by the use of any tool or plant forming part of or attached to or used in connection with any Vehicle.

- 2.24.5. Property Damage caused by or arising from the operation or use of any Vehicle which is designed primarily for lifting, lowering, loading, unloading, while being operated or used by You or on Your behalf within the confines of Your premises.
- 2.24.6. Property Damage caused by or arising out of the use of:
- any Vehicle whilst being used as a tool, or
 - plant forming part of Your Vehicle being used as a tool operating at any Worksite;
- but excluding Property Damage caused by or arising whilst the Vehicle is transporting or carting goods.
- 2.24.7. Property Damage to any bridge, weighbridge or road, or anything beneath such bridge, weighbridge or road caused by the weight of any Vehicle or of the load carried thereon.
- 2.24.8. Personal Injury or Property Damage arising from the delivery or collection of goods to or from any Vehicle.
- 2.24.9. Personal Injury or Property Damage arising from the loading or unloading of any Vehicle.
- 2.24.10. Property Damage to any Vehicle (not owned, leased or hired by, under hire purchase, on loan or rented to You) temporarily in Your custody or control for the purpose of parking and directly arising out of such parking.

2.25. WAR

Personal Injury or Property Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

3. Claims Conditions

3.1. CLAIMS PROCEDURE

- 3.1.1. When an event occurs which could give rise to a claim You must:
- as soon as possible notify Us of the Occurrence; and
 - within 30 days of notifying Us, give Us a statement in writing with as much detail as You can about the claim; and
 - forward details and copies of any claim or legal proceedings including any prosecutions by any party brought against You to Us as soon as possible after receipt; and
 - preserve any property which may be needed as evidence in any claim against You and make it available for inspection by Us and Our representatives.
- 3.1.2. You must not make admissions, settle or attempt to settle or defend any claim against You without Our written consent which consent shall not be unreasonably withheld.
- 3.1.3. We will take over the defence of any claim or legal proceedings brought against You. When We do so, We may settle or defend the claim or proceedings as We see fit. You must give Us any reasonable assistance and information that We require in the defence or settlement of any such claim.
- 3.1.4. We may at any time pay to You the Limit of Liability (after deduction of any sum or sums already paid) in respect of any claim(s) made against You or any lesser sum for which the claims(s) can be settled. Upon such payment, We will have no further liability under this Policy in connection with that claim(s) except for costs, charges and expenses recoverable from You in respect of the period prior to the date of the payment, whether or not pursuant to an order made subsequently; and incurred by Us or by You with Our consent prior to the date of such payment.
- 3.1.5. Notice of any Claim shall be given in writing to Insurers and delivered to:
- Coversure Pty Ltd
Suite 501, Level 5,
1 - 9 Chandos Street,
St Leonards, NSW 2065 AUSTRALIA
- Electronic notification can be made to: Claims@coversure.com.au

3.2. GOODS AND SERVICES TAX (GST)

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.

The terms 'GST', 'input tax credit', 'acquisition' and 'supply' have the meanings ascribed to them in the A New Tax System

(Goods and Services Tax) Act 1999.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, Claims Conditions, General Conditions, Exclusions or Definitions of this Policy other than as stated above.

3.3. SANCTIONS LIMITATION

Neither We or any reinsurer shall be deemed to provide indemnity and neither We or any reinsurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such indemnity, payment of such claim or provision of any benefit would expose Us or any reinsurer to any sanction prohibited or restricted under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or Commonwealth of Australia

4. General Conditions

4.1. ADDITIONAL ACTIVITIES

You must tell Us as soon as possible:

- 4.1.1. if You are involved, or intend to be involved, in any way, in additional displays, demonstrations, events or outside activities;
- 4.1.2. every change which substantially varies any of the material facts or circumstances existing at the commencement of each Period of Insurance and You shall (if reasonably requested) pay such reasonable additional premium as We may require.

4.2. CANCELLATION BY YOU

You may cancel this Policy at any time. To do so You must tell Us in writing that You want to cancel the Policy and the future date from which the cancellation is to apply.

4.3. CANCELLATION PREMIUM

In the event of cancellation by You or by Us, We will retain the premium which applies to the days this Policy has been in force and an amount for our expenses of the cancellation.

If cancellation is due to non-payment of premium the Policy is cancelled with effect from inception and you will not be entitled to any refund of premium.

If the premium is subject to adjustment, cancellation will not affect Your obligation to supply to Us such information as is necessary to permit the premium adjustment to be calculated and to pay the amount of the adjustment applicable up to the date of cancellation.

4.4. CANCELLATION BY PREMIUM FUNDING COMPANY

If the premium has been funded by a premium funding company which holds a legal right over this Policy by virtue of a notice of assignment and irrevocable power of attorney, then subject to Section 60 of the Insurance Contracts Act 1984, We may cancel this Policy at the request of the premium funding company, after substantiation of the debt and default in payment by You has been made and proven to Us, by giving You not less than three (3) business days written notice to that effect, following which a refund will be made to the premium funding company the proportionate part of the premium applicable to the unexpired Period of Insurance.

4.5. CANCELLATION BY US

4.5.1. We may cancel this Policy by giving written notice to You if:

- a) You failed to comply with:
 - i) the duty of utmost good faith, or
 - ii) a provision of this Policy, including a provision with respect to the payment of premium; or
- b) before this Policy was entered into You failed to comply with the duty of disclosure or made a misrepresentation to Us; or
- c) You have made a fraudulent claim under this or any other Policy of insurance with Us or any other insurer; or
- d) You did not tell Us about anything which this Policy required You to tell it.

4.5.2. Cancellation by Us will take effect from the earlier of:

- a) the day on which You arrange other insurance to replace this Policy, or
- b) 4.00pm on the third business day after the day on which notice of cancellation was given to You or any later date shown in the notice of cancellation.

4.5.3. The cancellation will be effective unless You can prove that, through no fault of Yours, You did not receive the notice of cancellation.

4.6. CROSS LIABILITY

Where You are comprised of more than one person or entity, each shall be considered as a separate legal entity. The words You and Your shall apply to each person or entity as if a separate Policy had been issued to each. This Condition does not increase the Limit of Liability under this section in respect of any Occurrence or Period of Insurance.

4.7. FOREIGN CURRENCY

All amounts referred to in this Policy are in Australian Dollars. If You incur liability to settle any claim for an amount stated in the local currency of any country or territory outside Australia, where an award is made or a settlement is agreed upon, the following rules will apply. The amount payable by Us shall be the value of such award or settlement together with costs awarded or payable to any claimant converted to Australian Dollars at the free rate of exchange published by Bloomberg on the date on which We pay to You (or some other person or party as directed by You) the indemnity in respect of such award or settlement; subject always to the applicable Limit of Liability..

4.8. HOLD HARMLESS AGREEMENTS

- 4.8.1. You must not enter into an agreement with another person which excludes or reduces Your rights to make a claim against that person at any time without Our prior written consent. If You do, We may reduce the amount of any claim You make under this Policy by the extent to which Your agreement prevents Us making a claim against that person under Our rights of subrogation.
- 4.8.2. However where You are required by contractual agreement to release any Government or Public or Local Authority or other Statutory Authority or any landlord from liability in respect of loss, destruction or damage or legal liability insured against under this Policy, such release is allowed without prejudice to this insurance
- 4.8.3. Notwithstanding General Condition 4.8.2 of this Policy, We agree to waive all Our rights of subrogation against any such Authority or landlord in the event of any Occurrence for which a claim for indemnity may be made under this Policy.

4.9. JOINT INSURED

Where the Policy covers the interest of more than one person or entity:

- 4.9.1. Where this insurance is arranged in the joint names of more than one Insured, as described in clause 7.30.1, it is hereby declared and agreed that:
- a) each Insured shall be covered as if it made its own proposal for this insurance; and
 - b) any knowledge possessed by any Insured shall not be imputed to the other Insured(s).
- 4.9.2. an action or omission of one which increases the risk of Personal Injury, Property Damage or Advertising Injury will not prejudice the rights of the others, provided that immediately on becoming aware of the increase in the risk of Personal Injury, Property Damage or Advertising Injury, the others give Us written notice and pay any reasonable additional premium charged by Us.

4.10. JURISDICTION

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

4.11. OTHER INSURANCE

You must tell Us in writing and supply copies to Us as soon as possible about any other insurance current at the time of any Occurrence, and/or Personal Injury and/or Property Damage and/or Advertising Injury which covers the benefits or liabilities insured by this Policy. Valid and collectable insurance includes any self-insurance plan which would be applicable to the loss.

4.12. OUR RIGHTS OF INSPECTION

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

We may examine and audit Your books and records at any time during the currency of this Policy and within three (3) years after the final termination of this Policy but only with regard to matters which in Our opinion are relevant to this Policy.

4.13. PREMIUM ADJUSTMENT

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

You shall, where requested by Us after the expiry of each Period of Insurance, provide to Us such particulars and information as We may require as soon as reasonably practicable. The premium for such Period shall thereupon be adjusted and any difference paid by or allowed to You, as the case may be, subject to retention by Us of any minimum premium that may have been agreed upon between Us and You at inception or the last renewal date of this Policy.

4.14. REASONABLE PRECAUTIONS

- 4.14.1. You must take all reasonable precautions to:
- a) prevent Personal Injury or Property Damage or Advertising Injury;
 - b) prevent the manufacture, sale or supply of defective Products.
- 4.14.2. You must at Your own expense, trace or recall or modify any of Your Products which contain any defect or deficiency of which You are aware or have reason to suspect.
- 4.14.3. You and Your employees, servants and agents must comply with the requirements of any statutory authority for the safety of persons and property.

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

4.15. SUBROGATION

4.15.1. We are entitled to pursue any claim to recover any amount paid to You or on Your behalf under this Certificate in Your name at Our expense and for Our benefit.

4.15.2. You must give Us all the reasonable assistance and information that We require in pursuing any such claim.

4.16. SUBROGATION WAIVER

We will not pursue any claim to recover any amount paid to You or on Your behalf under this Certificate against:

4.16.1. any entity (and its directors, officers, employees or servants) which is Your subsidiary, which You own or control or which co-owns any property insured by this Certificate;

4.16.2. any Insured (and its partner director, executive, officer or employee) named or described in this Certificate.

4.16.3. any corporation, organisation or person which or who owns or controls the majority of the issued shares or capital stock of any corporation or organisation to which or to whom indemnity is afforded under this Policy. Where such corporation, organisation or person is indemnified from liability insured against hereunder by any other policy of indemnity or insurance then Our right of subrogation is not waived to the extent up to the amount of such other policy.

4.17. INTERPRETATION

4.17.1. The singular includes the plural and vice versa, unless the context otherwise requires.

4.17.2. Headings are for convenience only and do not affect interpretation. Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.

4.18. SERVICE OF SUIT AND APPLICABLE LAW

We agree that:

4.18.1. Should any dispute arise between You and Us regarding the interpretation or the application of this Certificate of Insurance We will, at Your request, submit to the jurisdiction of any competent Court in the State of New South Wales, Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court.

4.18.2. Any summons, notice or process to be served upon Us may be served upon:

Coversure Pty Ltd
Suite 501, Level 5,
1 - 9 Chandos Street,
St Leonards, NSW 2065 AUSTRALIA

who have authority to accept service and to enter an appearance on Our behalf, and who are directed at Your request to give a written undertaking to You that they will enter an appearance on Our behalf.

4.18.3. If any suit is instituted against Us, We will abide by the final decision of such Court or any competent Appellate Court.

5. Definitions

The following words will have the meaning set out below wherever they appear in the Certificate.

5.1. ACT OF TERRORISM

Means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government.

5.2. ADVERTISEMENT

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

5.3. ADVERTISING INJURY

Means injury arising out of one or more of the following:-

5.3.1. defamation, or

5.3.2. infringement of copyright or passing off of title or slogan, or

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

5.3.4. invasion of privacy; or

5.3.5. any breach of the misleading or deceptive conduct provisions of the Trade Practices Act 1974 (Commonwealth), Competition and Consumer Act 2010 (The Australian Consumer Law) (ACL or any Fair Trading or similar legislation of any country, state or territory;

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

5.4. AIRCRAFT

Means any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space, other than model

aircraft or tethered unmanned inflatable balloons or unmanned drone.

5.5. BUSINESS

Means the business as described in the Schedule (and, where applicable, as further described in any more specific underwriting information provided to Us at the time when this insurance was negotiated), and shall also include:-

- 5.5.1. the ownership, occupation and maintenance of Your premises.
- 5.5.2. the tenancy of premises by You.
- 5.5.3. provision of tours for visitors to Your premises
- 5.5.4. the provision and management of any galas, sponsorships and charities by You or on Your behalf.
- 5.5.5. participation in any exhibition or trade show by You or on Your behalf.
- 5.5.6. the hire or loan of plant and/or equipment to other parties.
- 5.5.7. the provision and management of first aid, medical, ambulance, fire or safety services by You or on Your behalf.
- 5.5.8. private work undertaken by Your employees for any of Your directors, partners, proprietors, officers or executives.
- 5.5.9. the provision and management of canteens, social, sports, educational or welfare organisations and child care facilities by You or on Your behalf for the benefit of Your employees.

5.6. CERTIFICATE

Means the Certificate of Insurance consisting of the Schedule, Our Agreement, Definitions, Sections 1, 2 and 3 including Extensions, Exclusions, and Conditions which apply. All parts of the Certificate of Insurance wording, the Schedule and any Endorsements must be read as if they are one and the same document.

5.7. COMPENSATION

Means monies paid or agreed to be paid by judgment, award or settlement in respect of Personal Injury and/or Property Damage and/or Advertising Injury.

Provided that such Compensation is only payable in respect of an Occurrence to which this insurance applies.

5.8. DEFAMATION

Means libel, slander, defamation of character or invasion of right of privacy unless arising out of Advertising Injury but not

- 5.8.1. resulting from statements made prior to the commencement of the Period of Insurance; or
- 5.8.2. resulting from statements made at Your direction with knowledge that such statements are false; or
- 5.8.3. incurred by any Insured whose principal occupation or business is advertising, broadcasting, publishing or telecasting.

5.9. ELECTRONIC DATA

Means facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instruction for such equipment.

5.10. EMPLOYMENT PRACTICES

Means any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, harassment or discrimination in respect of Your employees or any prospective employee.

5.11. EXCESS

Means the amount that appears in the Schedule which You must pay towards any claim or series of claims under this Certificate arising from any one Occurrence, excluding costs and expenses incurred by You in the investigation, settlement or defence of any claim for compensation, which will be deducted before any amount is paid to You or paid on Your behalf.

5.12. GEOGRAPHICAL LIMITS

Means anywhere in the World except:

- 5.12.1. claims made or actions instituted within any country, state or territory (outside Australia) where the laws of that country, state or territory require insurance to be effected or secured with an insurer or organisation licensed in that country, state or territory to grant insurance.
- 5.12.2. claims that are made upon You outside Australia or New Zealand in any country where You are represented by a branch or company or firm or individual holding Your power of attorney.
- 5.12.3. claims made or actions instituted within North America.
- 5.12.4. claims and actions to which the laws of North America apply.

Provided that clauses 7.12.3 and 7.12.4 shall not apply to:

- 5.12.5. claims and actions arising from the presence of any of your directors, officers, partners, proprietors or employees, who are not undertaking manual work of any kind.
- 5.12.6. Products exported to North America without your knowledge.

5.13. HOVERCRAFT

Means any vessel or craft or thing made or intended to float on or in or travel on or through the atmosphere or water on a cushion of air provided by a downward blast.

5.14. INTERNET OPERATIONS

Means:

- 5.14.1. transfer of computer data or programmes by use of electronic mail systems by You or Your employees, including part-

time and temporary staff, contractors and others within Your organisation whether or not such data or programmes contain any malicious or damaging code, including but not limited to computer virus, worm, logic bomb, or Trojan horse,

5.14.2. access through Your network to the world wide web or a public internet site by Your employees, including part-time and temporary staff, contractors and others within Your organisation;

5.14.3. access to Your intranet (meaning internal company information and computing resources) which is made available through the world wide web for Your customers or others outside Your organisation.

5.15. JOINT VENTURE

Means any enterprise undertaken jointly by You with a third party or parties.

5.16. LIMIT OF LIABILITY

Means the amounts shown in the Schedule for which You have chosen to insure.

5.17. MEDICAL PERSONS

Means, but is not limited to qualified medical practitioners, dentists, nurses and first-aid attendants.

5.18. NORTH AMERICA

Means the United States of America, the Dominion of Canada and their territories and protectorates, and any other territory coming within the jurisdiction of the courts of the United States of America or the Dominion of Canada.

5.19. OCCURRENCE

Means an event, including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury and/or Property Damage and/or Advertising Injury neither expected nor intended from Your standpoint except for the matters referred to in clause 5.21.5.

With respect to Personal Injury and/or Property Damage, all events of a series consequent upon or attributable to one source or original cause shall be deemed to be one Occurrence.

All Advertising Injury arising out of the same injurious material or act regardless of the frequency or repetition of the number or kind of media used, or whether a claim is made by one or more persons, shall be deemed to arise out of one Occurrence.

5.20. PERIOD OF INSURANCE

Means the period of insurance shown in the current Schedule.

5.21. PERSONAL INJURY:

Means:

5.21.1. bodily injury, death, sickness, disease, illness, disability, shock, fright, mental anguish and mental injury including loss of consortium or services resulting directly therefrom;

In the event of any claims, for Personal Injury arising from latent injury, latent disease, latent sickness, latent illness or latent disability such injury, disease, sickness, illness or disability in respect of each claim shall be deemed to have first happened on the day such injury, disease or sickness was first medically diagnosed;

5.21.2. false arrest, false imprisonment, wrongful eviction, wrongful detention, malicious prosecution and humiliation;

5.21.3. wrongful entry or wrongful eviction or other invasion of right to private occupancy of property;

5.21.4. Defamation; and

5.21.5. assault and battery not committed by You or at Your direction unless committed for the purpose of preventing or eliminating danger to persons or property.

5.22. POLLUTANTS

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

5.23. POLLUTION LIABILITY

Means Personal Injury or Property Damage arising from pollution or contamination of the atmosphere or of any water, land or other tangible property.

5.24. PRODUCTS LIABILITY

Means liability for Personal Injury or Property Damage caused by or arising out of Your Products or the reliance upon a representation or warranty made at any time with respect to such products 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 Products has been passed to others.

5.25. PROPERTY DAMAGE

Means:

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

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

5.26. SUBSIDIARY

Means:

5.26.1. any entity which by virtue of any applicable legislation or law is deemed to be Your subsidiary (where You are a company), or

5.26.2. any entity over which You (where You are a company) are in a position to exercise effective direction or control.

5.27. VEHICLE

Means any type of machine on wheels or on self-laid tracks which is made or intended to be propelled by other than manual or animal power. Vehicle includes any trailer or caravan or other implement made or intended to be drawn by or utilised in conjunction with any such machine.

5.28. WATERCRAFT

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

5.29. WE/OUR/US

Means the Underwriters of this Insurance being certain Underwriters at Lloyds.

5.30. WORKSITE

Means any premises or site where any work is performed for and/or in connection with the Business together with all areas surrounding such premises or site and/or all areas in between such premises or site that You shall use in connection with such work.

5.31. YOU/YOUR

Means each of the following, to the extent set forth below;

- 5.31.1. the named Insured in the Schedule;
- 5.31.2. all present and future Subsidiary companies (including subsidiaries thereof) of the named Insured or any other organisations controlled by the Named Insured whose places of incorporation are within Australia and New Zealand (including their Mandated Territories and Protectorates);
- 5.31.3. any Subsidiary companies (including subsidiaries thereof) of the named Insured or any other organisations controlled by the Named Insured whose places of incorporation are within Australia and New Zealand (including their Mandated Territories and Protectorates) which ceases to trade or is divested during the Period of Insurance, but only in respect of claims made against such subsidiary or controlled organisation arising out of an Occurrence insured by this policy prior to the date of divestment.;
- 5.31.4. any past, present or future stockholder or shareholder, proprietor, partner director, executive, officer or employee of the named Insured or of a company designated in 7.30.3 but only whilst acting in the scope of their duties in such capacity
- 5.31.5. any spouse or any family member of any such person designated in 8.30.4 but only while accompanying such person on any commercial trip or function in connection with the Business;
- 5.31.6. any principal in respect of the liability of such principal arising out of the performance by the named Insured or by a company designated in 8.30.2 of any contract or agreement for the performance of work for such principal to the extent required by such contract or agreement but limited to the coverage provided by this Certificate;
- 5.31.7. any office bearer, member, employee or voluntary helper including volunteer helper of any canteen, social or sporting clubs, first aid, medical, ambulance or fire fighting services, welfare organisations or child care facilities formed with the consent of the Insured (other than an Insured designated in 7.30.4 or 7.30.9) in respect of claims arising from duties connected with activities of any such club, service, organisation or facility.
- 5.31.8. any proprietor, partner director, executive or officer of the named Insured or of a company designated in clause 8.30.2 in respect of private work undertaken by Your employees for such director or senior executive.
- 5.31.9. any work experience student or volunteer whilst engaged for or on behalf of the named Insured or of a company designated in clause 8.30.2.
- 5.31.10. the estates, legal representatives, heirs or assigns of any person entitled to indemnity under this Certificate in circumstances giving rise to indemnity under this Certificate.
- 5.31.11. every partner, joint venturer, co-venturer or joint lessee of the named Insured but only:
 - a) if the named Insured assumes active control of, or is required to arrange insurance for the partnership, Joint Venture, co-venture or joint lease, and
 - b) with respect to liability incurred as the partnership, Joint Venture, co-venture or joint lease.

5.32. YOUR PRODUCT

Means anything or things (including the design, plan, formula or specifications and any packaging, containers, directions, markings, instructions, specifications and advice or warnings given or omitted to be given) manufactured or deemed manufactured, (whether by law or otherwise), bottled, canned, labelled, grown, extracted, produced, processed, assembled, constructed, erected, installed, altered, repaired, serviced, treated, imported, exported, sold, supplied, handled, resupplied or distributed by You or on Your behalf in the course of Your Business including discontinued products after physical possession has been passed to others.

6. Australia Terrorism Insurance ACT 2003 notice

We have treated this Insurance (or part of it) as an Insurance to which the Australia Terrorism Insurance Act 2003 (ATIA) applies. ATIA and the supporting regulations made under the Act deem cover into certain policies and provide that the Terrorism exclusion to which this Insurance is subject shall not apply to any "eligible terrorism loss" as defined in ATIA.

Any coverage established by ATIA is only in respect of any "eligible terrorism loss" resulting from a "terrorist act" which is a "declared terrorist incident" as defined in ATIA. The Terrorism exclusion to which this Insurance is subject applies in full force and effect to any other loss and any act or event that is not a "declared terrorist incident". All other terms, conditions, insured coverage and exclusions of this Certificate including applicable limits and deductibles remain unchanged.

If any or all of Us have reinsured this Insurance with the Australian Reinsurance Pool Corporation, then any such Underwriters will not be liable for any amounts for which they are not responsible under the terms of ATIA due to the application of a "reduction percentage" as defined in ATIA which results in a cap on the Underwriter's liability for payment for "eligible terrorism loss".

