

BROOKLYN COMBINED LIABILITY INSURANCE

Policy Wording 01.06.19



www.brooklynunderwriting.com.au

XL Insurance Company SE
trading as Brooklyn Underwriting
ABN: 36 083 570 441
Level 28, 123 Pitt Street
Sydney NSW 2000

BROOKLYN 
UNDERWRITING

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INTRODUCTION

The **Insured** and the **Insurer** agree that the **Insurer** will, in consideration of the paid premium, provide insurance to the **Insured** under the terms and conditions of this **Policy**. This **Policy** consists of your proposal, this document, the **Policy Schedule** and any certificates and endorsements affixed hereto. All of these should be read as if they were the one document.

Duty of Disclosure

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

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

Your duty however does not require disclosure of matters:

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

Non-Disclosure & Misrepresentations

If you fail to comply with your Duty of Disclosure, the **Insurer** may be entitled to reduce their liability under this **Policy** in respect of a claim or may cancel the Policy.

If your non-disclosure is fraudulent, the **Insurer** may also have the option of avoiding the contract from its beginning.

Privacy

XL Insurance Company SE, Australia branch, trading as Brooklyn Underwriting (Brooklyn) collects personal information in order to provide its various services which include insurance broking, claims management, risk management consultancy, underwriting management, and reinsurance.

If the personal information Brooklyn requests from you is not provided, Brooklyn or any involved third party may not be able to provide the appropriate services.

Brooklyn discloses personal information to third parties who are involved in the provision of our services. For example, in arranging and managing your insurance needs Brooklyn may provide information (including sensitive information such as health information) to Insurers, reinsurers, other insurance intermediaries, it's advisors such as loss adjusters, lawyers and accountants,

and other parties involved in the claims handling process. By submitting your proposal and continuing to deal with us, you confirm on your behalf and/or on behalf of those you represent consent to Brooklyn and these parties collecting, using and disclosing personal and sensitive information about you.

Brooklyn has a duty to maintain the confidentiality of its clients' affairs which includes their personal information. Our duty of confidentiality applies except where disclosure of your personal information is with your consent or required by law.

Brooklyn may make use of your personal information to provide you with information about its products and services.

Simply contact the Brooklyn Privacy Officer on the details below if you would like to:

- access the personal information Brooklyn holds about you
- update or correct the information Brooklyn holds about you
- discuss your privacy concerns
- be removed from the mailing list to receive information about Brooklyn products and services

Privacy Officer
XL Insurance Company SE
trading as Brooklyn Underwriting
Level 28, 123 Pitt Street
Sydney NSW 2000
t: (02) 8270 1790
e: privacyaustralia@axaxl.com

General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice. The Code aims to raise standards of practice and service in the insurance industry.

It promotes better communication between insurers and customers which will lead to better public understanding of insurance to allow customers to make informed choices, and outlines good standards of practice and service to be met by insurers to enhance their regulation for responding efficiently to their customers' needs

Financial Claims Scheme

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

1. Operative Clause

The Underwriters will indemnify the Insured against their legal liability to pay damages (including claimants' costs, fees and expenses) in accordance with the law of any country stated in the Schedule as a third party jurisdiction covered by the Policy.

This indemnity applies only to such legal liability as defined by each insured Section of this Policy arising out of the Business, subject always to the terms, conditions and exclusions of such Section and of the Policy as a whole.

2. Definitions

For the purpose of this Policy:

- 2.1 **Insured** means:
- 2.1.1 the person, persons or corporate body named in the Schedule
 - 2.1.2 subsidiary companies of the Insured notified to and accepted in writing by the Underwriters.
- 2.2 **Business** means the business stated in the Schedule conducted at or from premises of the Insured and shall include:
- 2.2.1 the ownership, repair and maintenance of the Insured's own property
 - 2.2.2 provision and management of canteen, social, sports and welfare organisations for the benefit of any Person Employed and medical, firefighting, and security services
 - 2.2.3 private work undertaken by any Person Employed for any director or partner of the Insured with the prior consent of the Insured.
- 2.3 **Injury** means death, bodily injury, illness or disease of or to any person.
- 2.4 **Damage** means loss of possession of or physical damage to tangible property.
- 2.5 **Person Employed** means any:
- 2.5.1 employee being a person under a contract of service or apprenticeship with the Insured
 - 2.5.2 labour master and persons supplied by him
 - 2.5.3 person employed by labour only sub-contractors
 - 2.5.4 self employed person under the control of the Insured
 - 2.5.5 person hired to or borrowed by the Insured
 - 2.5.6 person undertaking study or work experience or youth training scheme with the Insured working for the Insured in connection with the Business.

- 2.6 **Product** means any tangible property after it has left the custody or control of the Insured which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured.
- 2.7 **Pollution** means pollution or contamination of the atmosphere or of any water, land, buildings or other tangible property.
- 2.8 **Defence Costs** means costs, fees and expenses incurred by the Insured with the written consent of the Underwriters in the defence or settlement of any claim, suit or proceedings which are or would, if successful, be covered under this Policy, including legal expenses arising out of representation at any inquest or inquiry or arising out of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity by this Policy.
- 2.9 **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.

3. Indemnity to Others

The indemnity granted extends to:

- 3.1 Managerial or supervisory Persons Employed in their business capacity for legal liabilities arising out of the performance of the business and any director or partner of the Insured in respect of private work undertaken by any Person Employed for such director or partner with the prior consent of the Insured
- 3.2 The officers, committees and members of the Insured's canteen, social, sports, medical, fire fighting, security services and welfare organisations for legal liabilities incurred in their respective capacity as such
- 3.3 Any person or firm for legal liabilities arising out of the performance of a contract with the Insured constituting the provision of labour only
- 3.4 Any principal for legal liabilities arising out of work carried out by the Insured under a contract or agreement in respect of which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured
- 3.5 The personal representatives of any person or party indemnified by reason of this Clause 3 in respect of legal liability incurred by such person or party.

Provided always that all such persons or parties shall observe, fulfil and be subject to the terms, conditions and exclusions of this Policy as though they were the Insured.

4. Cross Liabilities

Each person or party specified as the Insured in the Schedule is separately indemnified in respect of claims made against any of them by any other such person or party subject to the Underwriters' total liability not exceeding the stated Limits of Indemnity.

5. Limits of Indemnity

SECTIONS A, B and C – The Underwriters' total liability to pay damages (including claimants' costs, fees and expenses) shall not exceed the sum stated in the Schedule in respect of any one occurrence or series of occurrences arising from one originating cause. Each Section shall be subject to its own Limit of Indemnity, provided always that should the same originating cause or occurrence give rise to indemnity under more than one Section, the total amount of Underwriters' liability for all claims arising out of one originating cause or occurrence under all such Sections combined shall not exceed the single greatest Limit of Indemnity available under the Sections providing indemnity.

SECTION B and C separately – The Underwriters' total liability to pay damages (including claimants' costs, fees and expenses) shall not exceed the sum stated in the Schedule against each Section in respect of all occurrences combined during the Period of Insurance.

6. Defence Costs

The Underwriters will also pay Defence Costs provided that Underwriters' shall not be liable for any fines or penalties imposed as a consequence of any claim, suit or proceedings. Defence Costs will be payable in addition to or inclusive within the Limits of Indemnity as stated in the Schedule. Where Defence Costs are payable in addition to the Limit of Indemnity, if the amount required in settlement of the third party claim is greater than the Limit of Indemnity available under this Policy in respect of such claim, then the Underwriters will not pay more than their corresponding proportional share of the associated Defence Costs.

SECTION A – PUBLIC LIABILITY

7. Section A – Indemnity

The Insured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of accidental Injury and/or Damage occurring during the Period of Insurance.

8. Section A – Exclusions

This Section does not apply to or include legal liability:

- 8.1 arising out of Pollution or arising out of any Product
- 8.2 arising out of the ownership, possession or use by or on behalf of the Insured or any person or party entitled to indemnity of any vehicle or trailer which is either registered or is required to be registered under law other than legal liability:
 - 8.2.1 caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer
 - 8.2.2 arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer
 - 8.2.3 arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking

Provided always that no indemnity is granted against liability for which compulsory insurance or security is required by legislation or for which the government or other authority has accepted responsibility

- 8.3 arising out of the ownership, possession or use by or on behalf of the Insured of any aircraft, spacecraft, hovercraft, offshore installation, rig, platform or watercraft (other than watercraft not exceeding 10 metres in length whilst on inland waterways)
- 8.4 for Damage to property owned, leased to, hired

by, under hire purchase, on loan to, held in trust by or otherwise in the Insured's care, custody or control other than:

- 8.4.1 clothing and personal effects of Persons Employed and visitors
- 8.4.2 premises (including contents therein) temporarily occupied by the Insured for work therein or thereon but no indemnity shall be granted for Damage to that part of the property on which the Insured is or has been working and which arises out of such work
- 8.4.3 premises tenanted by the Insured but always excluding liability for Damage
 - i) arising out of any perils which the tenancy agreement requires the Insured to insure against or
 - ii) to any property which the tenancy agreement requires the Insured to insure or
 - iii) to any property which the tenancy agreement requires the Insured to be responsible for except if such Damage is the proven consequence of the Insured's own negligence.
- 8.5 arising out of breach of professional duty or wrongful or inadequate advice given.
- 8.6 arising directly or indirectly, undertaken by or on behalf of the Insured in respect of death, disease or illness of or bodily injury to any person or loss of damage to property resulting from the Insured's professional services.

SECTION B – PRODUCTS LIABILITY

9. Section B – Indemnity

The Insured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of accidental Injury and/or Damage occurring during the Period of Insurance and arising out of or in connection with any Product.

10. Section B – Exclusions

This Section does not apply to or include legal liability:

- 10.1 arising out of pollution
- 10.2 for costs incurred in the repair, reconditioning or replacement of any product or part thereof which is or is alleged to be defective
- 10.3 arising out of the recall of any product or part thereof

- 10.4 arising out of any product which with the insured's knowledge is intended for incorporation into the structure, machinery or controls of any aircraft, other aerial device, hovercraft or waterborne craft
- 10.5 arising by virtue of a contract or agreement other than a warranty of fitness or quality of the insured's products established or implied by virtue of the sale of goods act or equivalent legislation or a warranty that work done will be performed in a workmanlike manner.

SECTION C - POLLUTION LIABILITY

11. Indemnity

The Insured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of accidental Injury and/or Damage occurring during the Period of Insurance and arising out of Pollution which was the direct result of a sudden, identifiable, unintended and unexpected event occurring in its entirety at a specific time and place during the Period of Insurance.

12. Exclusions

This Section is subject to the Exclusions of Sections A and B other than 8.1 (as regards Pollution) and 10.1 and also does not apply to or include legal liability for:

- 12.1 Damage to premises presently or at any time previously owned or tenanted by the Insured
- 12.2 Damage to land or water within the boundaries of or below any land or premises presently or at any time previously owned or leased by the Insured
- 12.3 Damage caused or contributed to by the Insured's failure to take reasonable precautions to prevent Pollution.

GENERAL EXCLUSIONS

13. Exclusions applicable to all Sections of the Policy

This Policy does not apply to or include legal liability:

- 13.1 for or arising out of the deliberate, conscious or intentional disregard by the insured's technical or administrative management of the need to take all reasonable steps to prevent injury or damage
- 13.2 for or arising out of injury to a person employed where such injury arises out of and in the course of employment by the insured or any liability arising out of the workers' compensation act or any similar legislation anywhere in the world
- 13.3 for or arising out of liquidated damages clauses, penalty clauses or performance warranties unless it is proven that liability would have attached in the absence of such clauses or warranties
- 13.4 directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- 13.5 directly or indirectly caused by or contributed to by or arising out of:
 - 13.5.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - 13.5.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- 13.6 for any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages, or in any other form whatsoever
- 13.7 for the excess stated in the schedule in respect of the first amount of each occurrence
- 13.8 arising from circumstances known to the insured or which the insured ought reasonably to have known prior to the inception date of this policy
- 13.9 for any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or

related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss

- 13.10 for loss, injury, damage, cost or expense of whatsoever nature 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 loss, injury, damage, cost or expense of whatsoever nature 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 the underwriters allege that by reason of this exclusion, any loss, injury, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the insured.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

This exclusion shall take precedence over any other term of the Policy, including any endorsement added at any time, which does not expressly override it.

- 13.11 Sanction Limitation and Exclusion

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

GENERAL CONDITIONS

14. General Conditions applicable to all Sections of the Policy

- 14.1 The Insured shall give immediate notice in writing to the Underwriters of any occurrence that may give rise to a claim under this Policy and shall give all such additional information as the Underwriters may require. Every claim, writ, summons, notice of adjudication, referral notice or process and all documents relating thereto shall be forwarded to the Underwriters immediately they are received.
- 14.2 No admission, offer, promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Underwriters, who shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Underwriters may reasonably require.
- 14.3 The Underwriters may at any time pay to the Insured in connection with any claim or series of claims under this Policy to which a Limit of Indemnity applies the amount of such Limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the Underwriters shall relinquish the conduct and control of and be under no further liability in connection with such claims except for the payment of Defence Costs incurred prior to the date of such payment.
- This clause does not apply where and to the extent Defence Costs are inclusive within the Limit of Indemnity.
- Provided that if the Underwriters exercise the above option and the amount required to dispose of any claim or series of claims exceeds the Limit of Indemnity and such excess amount is insured either in whole or in part, with Defence Costs payable in addition to the Limit of Indemnity under this Policy then the Underwriters will also contribute their proportion of subsequent Defence Costs incurred with their prior written consent as the Limit of Indemnity bears to the amount paid to dispose of a claim.
- 14.4 The Insured shall give notice to the Underwriters of any alteration or circumstance which materially affects the risks insured under this Policy and until the Underwriters are advised of such alteration or circumstance and shall have expressly agreed in writing to accept liability for such altered risk and the Insured has paid or agreed to pay the additional premium, if any, the Underwriters shall not be liable in respect of any claim or claims due wholly or partially to any such alteration or circumstance.
- 14.5 Where the premium is provisionally based on the Insured's estimates, the Insured shall keep accurate records and within 90 days of expiry of the Period of Insurance declare such particulars as the Underwriters require. The premium shall then be adjusted and any difference paid or allowed to the Insured as the case may be subject to any minimum premium that may apply. Failure to declare such particulars to the Underwriters shall entitle the Underwriters to estimate if they so wish such particulars and to assess the further premium payment due calculated on such estimated particulars.
- 14.6 Any written proposal and/or declaration made by the Insured shall form the basis of this contract of insurance and is deemed to be incorporated herein.
- 14.7 If any claim under this Policy is in any respect fraudulent all benefit in respect of such claim shall be forfeited.
- 14.8 The Underwriters may cancel this Policy for any of the reasons allowed by the Insurance Contracts Act 1984 (as amended) by giving 3 working days notice in writing of such cancellation to the Insured's last known address, subject to any longer notice period provided for in the Premium Payment Condition, if any, contained herein.
- 14.9 This Policy and the Schedule will be interpreted in accordance with the law of Australia. The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear.
- 14.10 All disputes concerning the interpretation of this Policy are understood and agreed by both the Insured and the Underwriters to be subject to Australian Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within Australia and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.
- 14.11 The Insured shall advise the Underwriters at the time of any claim under this Policy of the details of all other liability insurance from which the Insured may benefit, regardless of whether such claim is in the Insured's opinion recoverable from such other insurance, in order for the Underwriters to establish rights of contribution which they may have.

PREMIUM PAYMENT CLAUSE

The Insured undertakes that premium will be paid in full to Underwriters within 90 days of inception of this Policy (or, in respect of instalment premiums, when due).

If the premium due under this Policy has not been so paid to Underwriters by the 90th day from the inception of this Policy (and, in respect of instalment premiums, by the date they are due) Underwriters shall have the right to cancel this Policy by notifying the Insured in writing. In the event of cancellation, premium is due to Underwriters on a pro rata basis for the period that Underwriters are on risk but the full Policy premium shall be payable to Underwriters in the event of a loss or occurrence prior to the date of termination which gives rise to a claim under this Policy.

It is agreed that Underwriters shall give not less than 15 days' prior notice of cancellation to the Insured. If premium due is paid in full to Underwriters before the notice period expires, notice of cancellation shall automatically be revoked. If not, the Policy shall automatically terminate at the end of the notice period.

Unless otherwise agreed, the Leading Underwriter (and Agreement Parties if appropriate) are authorised to exercise rights under this clause on their own behalf and on behalf of all Underwriters participating in this contract.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause, which will remain in full force and effect.

Where the premium is to be paid through a London Market Bureau, payment to Underwriters will be deemed to occur on the day of delivery of a premium advice note to the Bureau.

11/01 LSW3000 (amended)

Endorsement attaching to and forming part of Policy number TBA

Effective from: 1 January 2012 at the time and zone stated in the Policy

LMA3333 (RE)INSURERS LIABILITY CLAUSE

(Re)insurer's liability several not joint

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability underwritten under this contract is shown next to its stamp. This is subject always to the provision concerning "signing" below.

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability underwritten under this contract. A definitive proportion is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

21/6/07

LMA3333

Endorsement attaching to and forming part of Policy number TBA

Effective from: 1 January 2012 at the time and zone stated in the Policy

NMA1854 SERVICE OF SUIT CLAUSE

The Underwriters accepting this insurance agree that:

- (i) If a dispute arises under this insurance, this insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- (ii) Any summons notice or process to be served upon the Underwriters may be served upon:
XL Insurance Company SE, trading as Brooklyn Underwriting (Brooklyn

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

- (iii) If a suit is instituted against any of the Underwriters, all Underwriters participating in this insurance will abide by the final decision of such Court or any competent Appellate Court.

Endorsement attaching to and forming part of Policy number TBA

Effective from: 1 January 2012 at the time and zone stated in the Policy

CARE, CUSTODY & CONTROL EXTENSION

This extension modifies exclusion 8.4. All the other terms, conditions and exclusions of the Policy still apply.

Exclusion 8.4 shall not apply to the first AUD 100,000 of each and every occurrence in excess of the Excess stated in the Schedule. Provided always that the Underwriters shall not be liable for

- a. Damage to vehicles in the Insured's care, custody or control for the purpose of parking in respect of which a fee is charged
- b. Damage to that part of any property on which the Insured is or has been working and which arises out of such work

Endorsement attaching to and forming part of Policy number TBA

Effective from: 1 January 2012 at the time and zone stated in the Policy

CONTRACTUAL LIABILITY EXCLUSION

It is hereby understood and agreed that this Policy shall not indemnify the Insured for any obligation assumed by the Insured under any agreement or contract except to the extent that:

1. The liability would have been implied by law.
2. The liability arises from a provision in a contract for lease of real or personal property other than a provision which obliges the Insured the effect insurance or provide indemnity in respect of the subject matter of that contract.

3. The liability is assumed by the Insured under a warranty of fitness or quality as regards to the Insured's products.

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

Endorsement attaching to and forming part of Policy number TBA

Effective from: 1 January 2012 at the time and zone stated in the Policy

TOTAL PROFESSIONAL LIABILITY EXCLUSION

It is hereby understood and agreed that this Policy shall not indemnify the Insured for any loss arising out of the rendering of or failure to render professional advice or service by the Insured or any error or omission arising from the rendering of professional advice, design specification or service.

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

Endorsement attaching to and forming part of Policy number TBA

Effective from: 1 January 2012 at the time and zone stated in the Policy

MORE SPECIFIC INSURANCE CLAUSE

Insurers acknowledge that it is possible for the Insured to effect, or for other parties (including joint venture partners, principals, contractors and the like) to effect, on behalf of the Insured, insurance coverage specific to a particular risk, project or agreement. Such insurance shall be described as More Specific Insurance. Where such More Specific Insurance is effected to cover legal liability for a particular risk, project or agreement, cover by this Master Policy shall be provided as detailed in this extension:

In the circumstances described above, this Policy shall be deemed to be the Master Policy, it being understood and agreed that:

- a) In the event of the Insured being indemnified by a More Specific Insurance in respect of a claim for which indemnity is available under this Master Policy, the insurance afforded by this Master Policy shall be excess insurance over the applicable Limit of liability of the More Specific Insurance (the underlying Limit of Liability).

Coverage under this Master Policy shall not apply unless and until the More Specific Insurance shall be obligated to pay the amount of the underlying Limit of Liability on account of a claim or claims which would, but for that underlying Limit of Liability, be covered hereunder,

- b) Should any such More Specific Insurance (by virtue of its scope of cover, definitions, conditions, deductible or limit of liability) not indemnify the Insured in whole or in part in respect of legal liability, costs and expenses and/or as herein provided, this Master Policy, subject to its terms, Conditions, Exclusions and Limit of Liability, shall provide indemnity to the extent that such indemnity is not provided by the terms and conditions of such More Specific Insurance.

PROVIDED THAT

- i) In the event of cancellation of a More Specific Insurance or reduction or exhaustion of the limits of indemnity thereunder, this Master Policy shall:
 - a. In the event of reduction, pay in excess of the reduced underlying limit;
 - b. In the event of cancellation or exhaustion, continue in force as More Specific Insurance.
- ii) In the event of the Insurer(s) of the More Specific Insurance refusing to indemnify or delaying indemnity to Insured for any reason, Insured may pursue the claim(s) under this Master Policy in which case the Master Policy will operate as though there is no More Specific Insurance in force. However, the Insurer of this Master Policy retains the right to pursue recovery of any amount paid in respect of such claim from the Insurer(s) of the More Specific Insurance (subject to the Limit of Liability of the underlying insurance).

For the purposes of this Policy More Specific Insurance is defined as:

COVERAGE	INSURER	Policy Number
Miscellaneous Risks Professional Indemnity Insurance	XL Insurance Company SE	XXX

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

Endorsement attaching to and forming part of Policy number TBA

Effective from: 1 January 2012 at the time and zone stated in the Policy

CONTRACTORS / SUB-CONTRACTORS INSURANCE CONDITION

It is a condition to liability under this Policy that the Insured shall ensure that all (sub)contractors to the Insured have Employers Liability and Public Liability insurance in respect of their liability at law and that such insurance:

1. Shall provide a Limit of Indemnity not less than that provided by this Certificate
2. Has been extended to indemnify the Insured as Principal in respect of such liability.

Endorsement attaching to and forming part of Policy number TBA

Effective from: 1 January 2012 at the time and zone stated in the Policy

XL Insurance Company SE
trading as Brooklyn Underwriting
ABN: 36 083 570 471
Level 28, 123 Pitt Street
Sydney NSW 2000

BROOKLYN 
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