



Insurance for NSW

General, Products and Environmental Liability Policy Project Insurance

PROJECT: XXXXXXXX

PERIOD: XXXXXXXX

PRINCIPAL INSURED: XXXXXXXX

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General, Products and Environmental Liability - Project Insurance Policy

Introduction

In consideration of the Named Insured having paid or agreed to pay the Premium, the Insurer agrees to indemnify the Insured to the extent provided herein subject always to the Limits of Liability and Sub-limits of Liability of this Policy.

This Policy incorporates the Introduction, Insuring Clauses, Schedule, Sections, Definitions and Interpretation, Conditions, Extensions, Exclusions, Endorsements and any other terms herein contained, which are to be read together. The Insurer agrees that this Policy and any subsequent attaching Endorsements are accepted as their own.

The Insured should carefully read all of the Policy, including all definitions and, in particular, the exclusions to ascertain the precise scope of cover afforded by the Policy.

The liability of the Insurer will in no case exceed the Limits of Liability and Sub-limits stated in the Schedule or elsewhere in this Policy.

Signed for and on behalf of the Insurer:

Insurer	Policy No.	Proportion %	Signature	Place	Date
Self-Insurance Corporation of NSW	XXXXXX				XXXXXX

Schedule

Named Insured: [REDACTED]

Insured: [REDACTED]

This Policy also insures other parties as specified in the definition of the Insured herein.

Insured Project and Covered Operations:

All works of any kind or description undertaken by or on behalf of the Named Insured and commenced during the Policy Period in respect of (#insert Project name) as further detailed in Contract No. (.....)

Policy Period:

From: [REDACTED]

To: [REDACTED]

Both dates at 4:00pm Local time at Sydney, NSW

Defects Liability Period:

[REDACTED] Months in respect of the initial Defects Liability Period.

Performance Testing Period:

[REDACTED] Month/s

Completed Operations Hazard Period:

[REDACTED] Month/s

Geographical Scope:

Anywhere in the Commonwealth of Australia (and any overseas locations but only if agreed by the Insurer prior to risk being covered)

Limit of Legal Liability:
(Insuring Clause 1)

For Public Liability, Limit of Liability each Occurrence not limited by the number of Occurrences during the Period of Insurance:

Insured Project \$ [REDACTED]

And

For Product Liability, Limit of Liability each Occurrence and in the aggregate during the Period of Insurance for all Occurrences

Insured's Products \$ [REDACTED]

Clause 4 - Defence Costs and other costs are in addition to these limits.

Limit of Covered Operations and Completed Operations Liability:

(Insuring Clauses 2 & 3)

Limit of Liability each Incident and in the aggregate during the Period of Insurance: \$

Clause 5 – Defence Costs and other costs are within these limits.

Nominee for Legal Service:

(clause 51(c))

Gallagher Bassett

Loss Adjuster(s):

(clause 40)

The Insurer authorises the following companies to adjust any claim under this Policy, or as otherwise agreed by the Insurer and the Insured:

- Technical Assessing
- Harrison Grey

Underlying Insurance

Not Applicable

Currency:

(clause 50)

Australian dollars

Excess

(clause 37)

Insuring Clause	Defence & other Costs	Excess
Insuring Clause 1	Exclusive of Defence and other costs	\$
Worker to Worker claims	Inclusive of Defence and other costs	\$
Insuring Clause 2	Exclusive of Defence and other costs	\$
Insuring Clause 3	Exclusive of Defence and other costs	\$

Premium:

(clause 45)

As agreed

Policy Wording:

icare General, Products and Environmental Liability Project Insurance Policy

Insuring Clauses

1. Legal Liability

The Insurer will indemnify the Insured against the Insured's legal liability to pay damages or compensation in respect of a Claim for:

- (a) Personal Injury;
- (b) Property Damage; or
- (c) Advertising Injury,

sustained:

- (i) during the Construction Period or Defects Liability Period in respect of the Insured Project; or
- (ii) during the Period of Insurance in respect of the Insured's Products, within the Geographical Scope stated in the Schedule as a result of an Occurrence.

2. Covered Operations (Environmental) Liability

The Insurer will indemnify the Insured against the Insured's legal liability (or any entity for which the Insured is legally liable) to pay for Loss arising from an Incident in connection with the Insured Project.

This cover provided under this insuring clause only applies to Loss for:

- (a) Bodily Injury, Environmental Damage or Property Damage that are First Incurred or occur during the Construction Period and Defects Liability Period; and
- (b) Emergency Response Costs, Restoration Costs, or Clean-up Costs that are First Incurred by the Insured during the Construction Period and Defects Liability Period.

Progressive, continuous, intermittent or indivisible Bodily Injury, Environmental Damage or Property Damage that occurs over a period of days, weeks, months or longer caused by Pollution Conditions shall be deemed to have occurred only on the date of first exposure to such Pollution Conditions. The date of first exposure is:

- (i) In the case of Bodily Injury, the date of the first exposure of any person to the Pollutants; and
- (ii) In the case of Environmental Damage or Property Damage, the date of the first discharge, dispersal, seepage, migration, release or escape of the Pollutants.

If the date of first exposure as described above is before the inception date of the first Policy issued to the Insured by the Insurer providing coverage for Bodily Injury, Environmental Damage or Property Damage caused by Pollution Conditions resulting from Covered Operations, or cannot be immediately determined, but the progressive, continuous, intermittent or indivisible Bodily Injury, Environmental Damage or Property Damage continues in fact to exist during the Period of Insurance, the date of first exposure will be deemed to have occurred only on the inception date of the first Policy issued to the Insured by the Insurer that is applicable to the Covered Operations from which the Bodily Injury, Environmental Damage or Property Damage caused by Pollution Conditions arose. Further, provided this policy responds, no other policy issued to the Insured by the Insurer will be applicable to the Covered Operations from which the Bodily Injury, Environmental Damage, or Property Damage caused by Pollution Conditions arose.

3. Completed Operations Hazard

The Insurer will indemnify the Insured for those sums the Insured become legally obliged to pay for Loss arising from an Incident connected with the Insured Project and incurred within the Completed Operations Hazard Period. The Completed Operations Hazard Period is as per the period noted in the Policy Schedule and will commence:

- (a) When all of the Insured Project or activities called for in the contract have been completed.
- (b) When all of the Insured Project or activities to be done at the job site have been completed if the contract calls for Insured Project or activities to be rendered at more than one job site.
- (c) When that part of the Insured Project or activities done at a job site have been put to its intended use by any person or organisation other than another contractor or subcontractor working on the same project.

4. Defence Costs and other Costs and Expenses Insuring Clause 1

In addition to the Limit of Legal Liability the Insurer will pay:

- (a) Defence Costs incurred by or on behalf of the Insured provided that such amounts are incurred in connection with the:
 - (i) investigation, defence, negotiation or settlement of any Claim made against the Insured with the consent of the Insurer (which shall not be unreasonably withheld or delayed) including but not limited to any appeals against any judgements against the Insured;
 - (ii) investigation, defence, negotiation or settlement of any prosecution (criminal or otherwise) of the Insured or attendance by any of the Insured at any official investigation, examination, coroner's inquest, inquiry or other proceedings provided that the Insurer shall not be liable for any fines or penalties imposed against the Insured;
- (b) reasonable costs and expenses incurred by or on behalf of the Insured provided that such amounts are incurred in connection with the:
 - (i) provision of immediate medical, surgical or other aid to any person;
 - (ii) protection of property, including but not limited to temporary repairs and/or shoring up, the purchasing and/or hiring and the erection and dismantling of hoardings, barriers, fences and any other form of temporary protection (including but not limited to such temporary protection which the Insured must provide in order to comply with the requirements of any statutory authority);
 - (iii) mitigation, containment, elimination or suppression of actual or possible loss; or
 - (iv) any other reasonable cost or expense which is recoverable by any claimant from the Insured.

5. Defence Costs and other Costs and Expenses Insuring Clause 2 & 3

Within the Limit of Liability of Covered Operations (Environmental) Liability and Operations Hazard the Insurer will pay:

- (a) Defence Costs incurred by or on behalf of the Insured provided that such amounts are incurred in connection with:

- (i) Investigation, defence, negotiation or settlement of any Claim made against the Insured with the consent of the Insurer (which shall not be unreasonably withheld or delayed) including but not limited to any appeals against any judgements against the Insured; or
 - (ii) investigation, defence, negotiation or settlement of any prosecution (criminal or otherwise) of the Insured or attendance by any of the Insured at any official investigation, examination, coroner's inquest, inquiry or other proceedings imposed against the Insured;
- (b) reasonable costs and expenses incurred by or on behalf of the Insured provided that such amounts are incurred in connection with:
- (i) provision of immediate medical, surgical or other aid to any person;
 - (ii) protection of property, including but not limited to temporary repairs and/or shoring up, the purchasing and/or hiring and the erection and dismantling of hoardings, barriers, fences and any other form of temporary protection (including but not limited to such temporary protection which the Insured must provide in order to comply with the requirements of any statutory authority);
 - (iii) mitigation, containment, elimination or suppression of actual or possible Loss; or
 - (iv) any other reasonable cost or expense which is () recoverable by any claimant from the Insured.

Exclusions applying to Insuring Clause 1 of this Policy

Notwithstanding anything to the contrary to anything in Clause 2 or 3, the Insurer will not pay for any amounts insured under Clause 1 of this Policy for, arising out of or in connection with :

6. Aircraft and Watercraft

liability arising from the ownership, possession or use by the Insured of any Aircraft or Watercraft, but this clause 6 shall not apply to:

- (a) Aircraft or Watercraft which are not owned or operated by the Insured when such craft are hired, leased or chartered to or by the Insured with a pilot/master and crew supplied;
- (b) liability arising out of construction plant or equipment mounted upon or operating from any Watercraft;
- (c) the use or existence of explosives on or from any Watercraft whether in, over or under water or otherwise;
- (d) liability in respect of work undertaken on Watercraft.

7. Loss of use

loss of use of tangible property that forms part of a Contract, which has not been physically damaged or destroyed, resulting from a delay in or lack of performance by or on behalf of the Insured of any Contract or agreement.

8. Defective Product

liability for the cost of replacing or repairing any defective Product but this clause 8 shall apply only to that Part which is in itself defective and shall not apply to any other part(s) of the Product, works or any other property which may be lost or damaged as a consequence.

For the purposes of this clause 8, it is agreed that wherever the word "Part" appears it means that individual piece or fragment of the structure, plant, machine or equipment which is defective.

9. Recall

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

10. Pollution and contamination

- (a) liability arising out of discharge, dispersal, seepage, release or escape of Pollutants into or upon land, the atmosphere, or water; but this clause 10(a) does not apply if such discharge, dispersal, seepage, release or escape is sudden and accidental and neither expected nor intended from the standpoint of the Insured;
- (b) any costs and expenses incurred in the prevention, removing, nullifying or cleaning up of Pollutants, but this clause 10(a) does not apply where clean-up, removal or nullifying expenses are incurred consequent upon a sudden and accidental happening neither expected nor intended from the standpoint of the Insured, which results in Property Damage and/or Personal Injury.

For the avoidance of doubt, clause 10 shall not apply to clauses 2 and/or 3 of this Policy, or any amounts insured under these clauses 2 and 3.

11. Asbestos liability

claims directly or indirectly caused by, contributed to, by or arising from asbestos or materials containing asbestos.

For the avoidance of doubt, clause 11 shall not apply to Clause 2 and/or 3 of this Policy, or any amounts insured under these clauses 2 and 3.

12. Fines and penalties

liability arising from or attributable to any fine or penalty, including but not limited to any civil penalty, but this clause 12 does not apply to civil awards in the nature of compensatory damages.

13. Insuring Clause 2 and/or 3

Any Claim(s), Liability, Defence Costs, costs and expenses paid or payable under Insuring Clause 2 and/or 3 of this Policy

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Exclusions applying to Insuring Clause 2 & 3 of this Policy

Notwithstanding anything to the contrary to anything in Clause 1, the Insurer will not pay for any amounts insured under Clause 2 or Clause 3 of this Policy for, arising out of or in connection with:

14. Contractual Liability

Loss arising from the Insured's assumption of liability in a contract or agreement. This exclusion does not apply to liability for loss:

- (a) assumed in a contract or agreement pertaining to the Insured's business (including without limitation any written contract or agreement between the Insured and any person for the purposes of carrying out works or providing services in relation to the Insured Project) under which the Insured assumes the tort liability of another party to pay for Bodily Injury, Environmental Damage, Property Damage or Clean-Up Costs to a third party organisation, provided the Bodily Injury, Environmental Damage, Property Damage or Clean-Up Costs occur subsequent to the execution and before the termination of the contract or agreement. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or
- (b) that the Insured would have in the absence of the contract or agreement.

15. Products Liability

Loss arising from the Insured's Product This exclusion does not apply to liability for Loss arising from the performance of Insured Project or activities involving the fabrication, assembly or installation of goods or materials provided by the Insured.

16. Related or Affiliated Entities

Loss arising from activities performed as part of the Insured Project or Covered Operations by or on behalf of any business enterprise that wholly or partly owns the Insured or which to any extent controls, operates, or manages the Insured, or that is wholly or partly owned by an Insured, or in which an Insured is an officer, partner or Employee, or which is to any extent controlled, operated, or managed by the Insured.

17. Intentional and Illegal Acts

Loss arising from any dishonest, criminal, fraudulent, malicious, intentional or illegal act or omission of any Responsible Insured.

18. Criminal Fines and Penalties

liability arising from or attributable to any criminal fine or criminal penalty.

19. Known Circumstances and Non-Disclosure

Loss arising from any Pollution Conditions caused by Insured Project or activities which occurred prior to the Period of Insurance if any Responsible Insured knew or could have reasonably foreseen that such Pollution Conditions would give rise to a Claim and the Insured did not disclose such Pollution Conditions to the Insurer.

20. Non-compliance

Loss arising from any Responsible Insured's intentional, wilful or deliberate non-compliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order or instruction of any governmental agency or body.

General Exclusions applying to this Policy

Notwithstanding anything to the contrary to anything in this Policy the Insurer will not pay for any amounts for, arising out of or in connection with:

21. Workers compensation/employers' liability

liability for which the Insured is entitled to indemnity under any policy of insurance required to be taken out pursuant to any legislation relating to workers and workmen's compensation, whether or not the Insured has effected such a policy, except in respect of:

- (a) any amount in excess of any limits applicable under any such policy which has been effected in a country to comply with legal requirements. Coverage provided under this clause 21(a) shall not apply in respect of Personal Injury sustained by any Employee, to the extent that it is the subject of indemnity under any of the Insured's workers' compensation or employer's liability policies or any policy issued in substitution thereof;
- (b) any liability of others which has been assumed by the Insured under contract;
- (c) any liability arising out of the infringement by the Insured of the Competition and Consumer Act 2010 (Cth) as amended from time to time, or any Fair Trading legislation of a State or Territory of the Commonwealth of Australia.

22. Vehicles

liability caused by the ownership, possession or use by the Insured of any Vehicle where such liability at the time and place of the Occurrence giving rise to a claim under this Policy is insured by virtue of any legislation governing the use of motor vehicles. This clause 22 shall not apply to liability in respect of:

- (a) the loading or unloading of or the delivery or collection of goods to or from any Vehicle;
- (b) a Vehicle whilst situated or being used on or adjacent to any site or the premises of the Insured;
- (c) Personal Injury to the extent that indemnity is not provided by a compulsory third party bodily injury liability insurance.

23. Professional liability

liability arising out of the rendering of or failure to render professional advice or service by the Insured or error or omission connected therewith, but this clause 23 does not apply to:

- (a) Personal Injury or Property Damage arising therefrom, provided that no indemnity is available in respect of any architects, engineers or consultants; or
- (b) the rendering of or failure to render professional medical advice by medical persons employed by the Insured to provide first aid and other medical services on the Insured's premises or sites and provided in connection with the Insured Project.

24. Property owned by or in care, custody or control of the Insured

damage to property:

- (a) owned by the Insured; or
- (b) held in trust or in the custody or control of the Insured,

but only for which and to the extent that indemnity is provided under the Insured's construction (material damage) insurance policy or other similar policy covering such property.

25. Trade sanctions

where cover provided by this Policy would be in violation of any United Nations resolutions or the economic or trade sanctions, laws or regulations of the European Union, United Kingdom, Australia or the United States of America, such coverage shall be null and void and the Insurer shall have no obligation to pay any amounts insured under the Policy if to do so would breach of that sanction or law.

26. Nuclear risks

liability directly or indirectly caused by or contributed to, by or arising from:

- (a) ionising, radiations or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel. For the purpose of this clause 26(a) only, combustion shall include any self-sustaining process of nuclear fission;
- (b) nuclear weapons materials.

This clause 26 shall not apply to liability resulting from the use of commercial radioactive isotopes.

27. War

liability occasioned by or through or in consequence directly or indirectly of any of the following occurrences:

War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power;

This Exclusion also excludes liability 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 the above.

28. Terrorism

liability directly or indirectly caused by, contributed to, resulting from or arising out of or in connection with any act of terrorism, as defined herein, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

An act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- (a) involves violence against one or more persons;
- (b) involves damage to property;
- (c) endangers life other than that of the person committing the action;
- (d) creates a risk to health or safety of the public or a section of the public; or

(e) is designed to interfere with or to disrupt an electronic system.

This Exclusion also excludes liability directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.

29. Uninsurable Amounts

amounts uninsurable at law.

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Conditions applying to Insuring Clause 1 of this Policy

The following Conditions apply to Clause 1 of this Policy.

30. Limits of Liability

- (a) The liability of the Insurer under this Policy in respect of each Occurrence shall not exceed the Limits of Liability stated in the Schedule. All Personal Injury, Property Damage or Advertising Injury arising out of continuous or repeated exposure to substantially the same general conditions will be construed as arising out of one Occurrence.
- (b) The Limits of Liability shall apply in excess of the amount of the Excess.
- (c) The total aggregate liability of the Insurer for all claims arising out of Products shall not exceed the Limit of Liability stated in the Schedule for each Policy Period.

31. Alterations in material fact, error or omission

- (a) The Insured will not be prejudiced under this Policy in the event of any alteration in material fact or otherwise regarding construction methods or procedures, an unintentional or inadvertent error, omission or mis-description or any other information contained or omitted from any underwriting information supplied to the Insurer.
- (b) The Named Insured undertakes to immediately notify the Insurer as soon as the alteration or omission becomes known to them, and the Insurer shall be entitled to make reasonable variations to this Policy's terms and Conditions as may be mutually agreed between the Insurer and the Named Insured.

32. Claims procedure

The Insured shall upon becoming aware of an event or loss giving rise or likely to give rise to a claim exceeding the Excess under this Policy:

- (a) give notice thereof as soon as reasonably practicable to the Insurer;
- (b) at the expense of the Insurer take all reasonable steps to mitigate the actual or potential amount of the claim;
- (c) as soon as reasonably practicable thereafter submit a claim in writing to the Insurer.
- (d) produce to the Insurer or to any person officially designated by it all such details, proof and particulars as may be reasonably required by it and permit extracts and copies of such documentation to be made and retained;
- (e) notwithstanding the foregoing any Insured shall be entitled to take immediate action to avoid danger to persons or property and that such action shall in no way prejudice or invalidate the relevant Insured's position or entitlement with respect to any claim hereunder; and
- (f) the Insured will also maintain accurate claims data in respect of all claims under the Excess payable in respect of this Policy.

33. Hold harmless agreements

Where, in connection with or in relation to a Contract, the Insured enters into an agreement with another party and where such agreement provides, inter alia, that the Insured shall indemnify and/or hold harmless and/or release from liability such other party in respect of any indemnifiable event under this Policy, this Policy shall not be prejudiced or invalidated by the Insured agreeing to such provisions and that the indemnity and/or hold harmless and/or release from liability given by the Insured shall be equally binding upon the Insurer.

Conditions applying to Insuring Clauses 2 & 3 of this Policy

The following Conditions apply to Clause 2 and Clause 3 of this Policy.

34. Limits of Liability

- (a) The liability of the Insurer under this Policy in respect of each Incident shall not exceed the Limits of Liability stated in the Schedule. Progressive, continuous, intermittent or indivisible Bodily Injury, Environmental Damage or Property Damage that occurs over a period of days, weeks, months or longer caused by Pollution Conditions shall be deemed to have occurred only on the date of first exposure to such Pollution Conditions (i.e. when First Incurred).
- (b) This Policy provides different scopes of cover for different circumstances of loss. Such losses will be subject to individual limits as specified in the Schedule.
- (c) The Limits of Liability shall apply in excess of the amount of the Excess.
- (d) The total aggregate liability of the Insurer for all claims arising out of Covered Operations (Environmental) and Completed Operations (Hazard) coverage shall not exceed the Limit of Liability stated in the Schedule for each Period of Insurance.

35. Discharge of Liability

The Insurer may at any time discharge its total liability to the Insured in respect of any one Claim or series of Claims arising from one Pollution Condition by paying to or on behalf of the Insured up to the Policy Aggregate Limits as stated in the Schedule:

- (a) The total amount in respect of such Claim to which the Insured is entitled to indemnity under this Policy;
- (b) The total amount sought by the claimant for such Claim; or
- (c) The total amount for which such Claim can be settled.

In such an event, the Insurer will pay defence costs incurred up to the date of payment of any Claim or series of Claim. That payment together with the Claim payment will not exceed the applicable Policy Aggregate Limit.

Upon such payment, the Insurer shall relinquish conduct or control of such Claim and be under no further liability under this Policy in connection with such Claim including but not limited to defence costs

36. Duties in the Event of Pollution Conditions or Claim

- (a) The Insured must notify the Insurer in writing as soon as reasonably practicable of any Pollution Conditions. To the extent possible, such written notification must include:
 - (i) How, when and where the Pollution Conditions took place;
 - (ii) The names and addresses of any injured persons and of any witnesses; and
 - (iii) The nature and location of any injury or damage arising out of the Pollution Conditions.
- (b) The Insured must as soon as reasonably practicable:
 - (i) Immediately send to the Insurer copies of any demand, notice, summons or legal paper received in connection with the Claim;
 - (ii) Authorise the Insurer in writing to obtain records and other information;
 - (iii) Cooperate with the Insurer in the investigation, settlement or defence of the Claim; and

- (iv) Assist the Insurer in the enforcement of any right against any person or organisation which may be liable to the Insured because of Bodily Injury, Property Damage, or Environmental Damage to which this Policy may also apply.
- (c) The Insured shall have the duty to incur Mitigation Expense and to clean up Pollution Conditions to the extent required by Environmental Laws by retaining competent professionals or contractors mutually acceptable to the Insurer and the Named Insured. The Insurer shall have the right but not the duty to review and approve all such actions. The Named Insured shall notify the Insurer of actions and measures taken pursuant to this paragraph.
- (d) When Emergency Response Costs have been incurred, the Insured shall forward to the Insurer as soon as reasonably practicable all information including but not limited to: the cause and location of the Pollution Conditions, technical reports, laboratory data, field notes, expert reports, investigations, data collected, invoices, regulatory correspondence or any other documents relating to such Emergency Response Costs.

37. Rights of the Insurer in the Event of Pollution Conditions

Provided the Insured is unable, the Insurer shall have the right but not the duty to clean-up or mitigate Pollution Conditions upon receiving written notice as provided in clause 36 of this Policy.

Any sums expended by the Insurer under the preceding paragraph will be deemed incurred or expended by the Insured, shall be subject to the applicable Deductible and shall reduce the Limits.

38. Voluntary Payments

No Insured will, except at their own cost, voluntarily make a payment, assume any obligation to make a payment or incur any expense, other than for first aid, under this Policy with respect to the Insured Project without the Insurer's written consent (which shall not be unreasonably withheld or delayed).

General Conditions applying to this Policy

The following General Conditions apply to this Policy.

39. Application of Excess

- (a) The Insured shall be liable to pay the amount of the Excess stated in the Schedule in respect of each Occurrence or Incident. If a series of claims are made arising out of the one Occurrence or Incident then only one Excess shall apply.
- (b) The Excess shall also apply to Defence and other costs as described in Insuring Clause 4 and 5 and clause 30 once these costs have been established.
- (c) Worker to Worker claims are subject to the excess appearing in the Schedule.

40. Investigation and Defence

The Insurer has the right to:

- (a) defend any Claim in the name of the Insured;
- (b) conduct the defence or settlement of any Claim;
- (c) to prosecute in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise; and

and shall have full discretion in the conduct of any proceedings and in the settlement of any Claim.

The Insured must:

- (a) not agree to any waiver, limitation of or delay as to its rights of recovery against any other party,
- (b) not admit liability, negotiate any settlement or incur any Defence Costs without the prior written consent of the Insurer (which consent shall not be unreasonably withheld or delayed);
- (c) provide the Insurer with all the information and assistance as the Insurer may reasonably require for the purpose of investigating the cause and consequences, liability and defence or settlement of any Claim or the investigation, conduct of any matter or claim insured under the Policy.

The Insurer will defend any Claim brought against the Insured which is covered under the Policy (or would be if the Claim was sustained) even if the allegations are groundless, false or fraudulent.

In the event the Insured is a party to a demand, legal proceeding, inquiry or hearing which is covered only in part by this Policy, the Insured and the Insurer will use their best efforts to agree upon a fair and reasonable allocation of Defence Costs or any other amount insured under this Policy which relates solely to what is covered under this Policy.

In the event that an agreement on reasonable prospects for success cannot be reached between the Insurer and the Insured, a Senior Counsel (to be mutually agreed upon by the Insurer and the Insured) shall, as an expert and not an arbitrator, make a determination on the prospects for success. Until the Senior Counsel has made a determination the Insurer may, in its absolute discretion, pay such Defence Costs or any other amount insured under this Policy as it considers appropriate.

In the event that agreement on the appointment of a Senior Counsel cannot be reached, such Senior Counsel shall be appointed by the then President of the Law Society or the Law Institute in the relevant State or Territory.

All the Insurer's duties under this Policy end when the applicable limits are exhausted. This applies to Claims pending at the time and those filed thereafter.

41. Representations

By accepting this Policy the Insured agrees that:

- (a) Statements in the Insurer's Risk Declaration and any material submitted in connection with such Declaration are the Insured's agreements and representations;
- (b) This Policy is issued upon the truth of such representations; and
- (c) This Policy embodies all agreements between the Insured and the Insurer relating to this insurance.

42. Appointment of Loss Adjuster

- (a) Loss Adjusters appointed to investigate and quantify losses that are potentially indemnifiable under this Policy are agents of the Insurer and their fees and related expenses shall be payable by the Insurer. The Insurer is authorised to appoint a loss adjuster from the Panel of Loss Adjusters stated in the Schedule.
- (b) the Insurer agrees that all documents, transcripts, reports (verbal and written) shall be made available to the Insurer and the Insured.

43. Insurer's rights and subrogation

- (a) Upon the payment of any claim under this Policy, subject to any restrictions imposed by the Commonwealth Insurance Contracts Act 1984, the Insurer shall be subrogated to all the rights and remedies of the Insured arising out of such claim against any person or corporation whatsoever.
- (b) No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the consent of the Insurer (which shall not be unreasonably withheld or delayed) who will take over and conduct in the name of the Insured the defense or settlement of any claim or to prosecute in the name of the Insured for the Insurer's own benefit any claim for indemnity or damages or otherwise, and shall have full discretion in the conduct of any proceedings or in the settlement of any claim, however the Insurer shall discuss the conduct, defense, prosecution or settlement of any claim or proceeding with the Insured prior to taking action or effecting settlement.
- (c) the Insurer may pay to the Insured, the amount of the applicable Limit of Liability of the Insurer or such lesser sum for which the claim can be settled subject in either case to deduction of any sum or sums already paid as compensation in respect of such claim and the Insurer shall thereafter be under no further liability in respect of such claim except for the payment of costs and expenses for which the Insurer are liable hereunder incurred prior to the date of such payment.
- (d) Any claim amount recovered shall be applied in the following order of priority:
 - (i) firstly to reimburse the Insured for the uninsured proportion of the loss, which includes any Excess paid by the Insured;
 - (ii) secondly, to reimburse the Insurer of any excess insurance over the indemnity by this Policy as their interest may appear;
 - (iii) thirdly, to reimburse the Insurer to the extent of their actual payment under this Policy;
 - (iv) fourthly, if any balance then remains unpaid, to reimburse the Insurer of any primary or Underlying Insurance as their interest may appear.

The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no such recovery in proceedings conducted solely by the Insurer, they shall bear the expenses thereof.

44. Multiple Insured's clause

- (a) If the Insured comprises more than one insured party each operating as a separate and distinct entity then (save as provided in this clause 44, cover hereunder shall apply in the same manner and to the same extent as if individual policies had been issued to each such insured party provided that the total liability of the Insurer to all of the insured parties collectively shall not exceed the Limits of Liability or Sub-limits in this Policy.
- (b) The insured parties' will, to the extent allowed under contract, at all times preserve the various contractual rights and agreements entered into by the insured parties and contractual remedies of such parties in the event of loss or damage.
- (c) the Insurer shall be entitled to avoid liability to or (as may be appropriate) claim damages from an insured party in circumstances of such insured party committing fraud, misrepresentation, material non-disclosure or breach of any warranty or Condition of this Policy referred to in this clause 44 as a "Vitiating Act".
- (d) However a Vitiating Act or any other act or neglect committed by one insured party, either at the time of entering this contract or during the Period of Insurance, shall not prejudice the right to indemnity of any other insured party who has an insurable interest and who has not committed a Vitiating Act.
- (e) The Insurer agrees to waive all rights of subrogation that they may have or acquire against:
 - (i) any Insured or any individual or organisation affiliated or associated with a parent of or a subsidiary of any Insured;
 - (ii) any other parties or persons, subject to the Insured waiving rights of subrogation under contract prior to the loss occurring;

except where the rights of subrogation or recourse are acquired in consequence or otherwise following a Vitiating Act, in which circumstances the Insurer may enforce such rights against the party committing the Vitiating Act.

45. Extension to Construction Period

The Insurer agrees to automatically grant an extension to a Contract's Construction Period, provided at the commencement of the Contract, the Named Insured's anticipated Construction Period did not exceed such period and provided that the Construction Period does not exceed 36 Months in Total.

After first becoming aware that the completion date will exceed the Construction Period limitations stated in the Schedule, the Named Insured agrees to notify the Insurer as soon as possible (but no later than the Construction Period limitation stated in the Schedule or any revised period agreed by Endorsement), the revised estimated completion date.

Extensions to the estimated Policy Period of up to 30 days shall be at no additional cost. For extensions beyond 30 days, the Insurer shall be entitled to charge the Named Insured an additional premium, but in no case shall the additional premium charged be greater than pro-rata of the premium for the particular Contract. Extensions to the estimated Construction Period do not automatically extend the Performance Testing Period or the estimated Defects Liability Period, and any request for extension to these periods will only be considered at terms and conditions to be agreed by the Insurer (acting reasonably).

Notwithstanding the above, the total Construction Period and Defects Liability Period will not exceed 60 months in duration.

46. Notices

- (a) The Insured shall address all notices or communications required by this Policy to the Insurer. The Insurer shall also address all notices or communications required by this Policy to the Insured.

- (b) The Insurer will accept notice of a claim by any Insured as notice by all Insured's under this Policy. Where the Insured is required under contract to include a provision that the Insurer provide any notice under this Policy to all Insured's, the Insurer agree to be bound by this undertaking.
- (c) If a Nominee for Insurer Notices is shown in the Schedule, the Insurer agree to give such nominee 60 business days prior notice in the event of:
 - (i) the cancellation or expiry of this Policy before completion of the Defects Liability Period for any reason, including non payment of premium;
 - (ii) the Insurer giving any notice under this Policy.

47. Declarations and Premium payment

As soon as is practicable following the expiry of the Policy Period, the Named Insured will declare to the Insurer:

- (a) the total final Contract Value of the Insured Project commenced and completed during the Policy Period, Subject to any minimum premium applicable, the provisional Premium will be adjusted by payment to the Insurer of an additional premium or by allowance to the Named Insured of a return premium, as the case may be, calculated by applying the agreed rate on the difference between the estimated and:
- (b) in respect of the Insured Project, the final and projected (as applicable) Contract Values.

48. Resolution of a dispute over values

In the event of any dispute or difference between the Insurer and the Named Insured as to the quantum of declared values, then for the purposes of this clause 48 and other provisions of this Policy, both parties agree that such values shall be determined by the President for the time being of the Australian Institute of Quantity Surveyors, or his nominee, acting as an expert and not as an arbitrator. The cost of any such determination shall be borne by the Insurer.

49. Insolvency or bankruptcy

The insolvency or bankruptcy of any party comprising the Insured shall not release the Insurer from any of their obligations assumed hereunder.

50. Assignment

If required, the Insurer will consider the assignment of this Policy to another party upon application by the Insured. Such agreement shall not be unreasonably withheld or delayed.

51. Cancellation or non-renewal of this Policy

- (a) By the Insurer

Subject to clauses 43 and 46(c) the Insurer may cancel this Policy in accordance with Section 60 of the Insurance Contracts Act 1984 (Cth) by serving on the Named Insured sixty (60) days' notice in accordance with Section 59 of that Act, in which case the Named Insured will be entitled to a pro-rata refund of the Premium.

- (b) By the Named Insured

The Named Insured (on behalf of itself and all other Insured's unless otherwise specified) may cancel:

- (i) this Policy;

at any time by giving notice in writing to the Insurer.

52. Currency

All monetary amounts expressed in this Policy are in the denomination stated in the Schedule.

53. Jurisdiction and service of suit

The Insurer agrees that:

- (a) this Policy is governed by the laws of Australia;
- (b) in the event of a dispute arising under this Policy, at the request of the Named Insured, the Insurer will submit to the jurisdiction of any competent court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such court;
- (c) any summons notice or process to be served upon the Insurer may be served upon the Nominee for Legal Service stated in the Schedule. Such nominee has authority to accept service and to enter an appearance on the Insurer's behalf. If directed by the Named Insured, the nominee shall give a written undertaking that the nominee will enter an appearance on the Insurer's behalf.

54. Non Contribution Clause.

The Insurer agrees that irrespective of the existence of other policy/ies which may provide cover in part or in full in respect of any liability or expense incurred by this Policy, the Insurer will not seek contribution in respect of liability or expense indemnified by this insurance. It is understood that the Insurer will be unable to seek contribution under section 76 or section 45 of the Insurance Contracts Act 1984.

55. Interpretation

The following Interpretations will apply to this Policy.

Headings

Headings have been included for ease of reference. The terms and conditions of this Policy are not to be construed or interpreted by reference to such headings.

Singular/Plural

In this Policy, where the context admits, words denoting the singular shall include the plural and vice versa.

Definitions

Definitions applying to Insuring Clause 1 of this Policy

Advertising Injury means:

- (a) libel, slander or defamation;
- (b) infringement of copyright or of title or of slogan;
- (c) piracy or unfair competition or idea misappropriation under an implied contract; or
- (d) invasion of privacy,

committed or alleged to have been committed during the Period of Insurance in any advertisement, publicity article, broadcast or telecast and arising out of the Named Insured's advertising activities or any advertising activities conducted on behalf of the Named Insured, in the course of advertising the Contract, Business, goods or services.

Aircraft means any craft or machine made or intended to fly or become airborne or move in or through the atmosphere or space.

Business means the Insured Project stated in the Schedule including the provision and management of canteens, social, sports and welfare organisations for the benefit of the Insured's Employees, first aid, security, fire and ambulance services and maintenance of the Insured's premises and provided in connection with the Insured Project.

Contract means any contract or agreement or work undertaken by or on behalf of the Insured in connection with the Insured Project.

Occurrence means an event including continuous or repeated exposure to conditions that result in Personal Injury, Property Damage, or Advertising Injury where such injury or damage is neither expected nor intended from the standpoint of the Insured.

Personal Injury includes:

- (a) bodily injury, illness, disease, shock, fright, loss of consortium and loss of amenities, mental anguish or mental injury, including any resultant death;
- (b) false arrest, false imprisonment, wrongful detention, malicious prosecution and humiliation;
- (c) the publication or utterance of libel or slander, or of other defamatory or derogatory material, or a publication or utterance in violation of any individual's right of privacy except:
 - (i) when the first such publication or utterance is related to any publication or utterance made prior to the commencement of this Policy; or
 - (ii) when any such publication or utterance is made in the course of or is related to advertising, broadcasting, telecasting or publishing activities conducted by or on behalf of the Insured;
- (d) nuisance, wrongful entry or wrongful eviction or other invasion of the right to private occupancy;
- (e) assault and battery not committed by or at the direction of the Insured unless committed for the purpose of preventing or eliminating danger to persons or property.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, fumes, acids, chemicals or waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Products means anything after it has left the custody or control of the Insured, which has been or is deemed by law to have been manufactured, grown, produced, processed, formulated, built and/or constructed, assembled, erected, installed, sold, supplied, imported, exported, distributed, treated, serviced, altered or repaired by the Insured, which includes the Insured Project or other works performed by the Insured, containers, labels and packing materials, directions, instructions and advice given or omitted to be given in connection with such Products. Works shall be deemed to be a Product only after expiry of the Construction Period and after they have left the custody or control of the Insured.

Property Damage means:

- (a) physical loss or destruction of or damage to tangible property including the loss of use (total or partial) or any consequential loss resulting therefrom; or
- (b) total or partial interruption of or interference with or loss of use of or deprivation of premises, property, services, facilities, trade or vehicular or pedestrian traffic or the like.

Worker to Worker Liability means:

- (a) legal liability of the Insured in respect of recoveries of any payments by any workers' compensation insurer under the provisions of any workers' compensation legislation or policy, or at common law; or
- (b) a claim made by an injured worker (as defined by the relevant workers' compensation legislation) against any Insured other than the worker's direct employer.

solely in respect of workers undertaking work on the Insured Project.

Definitions applying to Insuring Clauses 2 & 3 of this Policy

Biological Contaminants means mould, mildew, fungi, or bacterial matter including any substance produced by, emanating from, or arising out of any such biological contaminants.

Bodily Injury means

- (a) physical injury, sickness or disease sustained by a person, including death resulting therefrom, and solely with respect to Covered Operations (Environmental) Liability item 2.a, any accompanying medical monitoring; and;
- (b) mental anguish or emotional distress.

Clean-up Costs means costs, charges and expenses including reasonable and necessary legal expense incurred with the Insurer's written consent (which shall not be unreasonably withheld or delayed) to investigate, neutralise, remove, remediate, monitor or dispose of Pollutants to the extent required by Environmental Laws or costs, charges and expenses that have actually been incurred by any governmental entity duly acting under the authority of Environmental Laws, or that have actually been incurred by third parties. "Clean-up Costs" also includes Restoration Costs and Emergency Response Costs.

Emergency Response Costs means reasonable and necessary expenses, including legal expenses for the remediation of soil, surface water, groundwater, or other contamination in connection with any Loss for which the Insured is indemnified by this Policy. The Insurer shall not be liable for reasonable and necessary expenses for Emergency Response Costs, including legal expenses, where indemnity is not provided by the Policy or where the Insurer's consent or subsequent agreement (not to be unreasonably withheld or delayed) have not been given.

Environmental Damage means the injurious presence of Pollutants resulting (or which may result) in Clean-up Costs.

Environmental Laws means any legislatively or administratively enacted law, rule, regulation or order applicable within the jurisdiction in which the Insured Project or activities are being or have been performed.

Excess means the amount specified as the Excess in the Schedule for each and every Occurrence or Incident indemnified by this Policy, and retained by the Insured.

First Incurred means;

- (i) In the case of Bodily Injury, the date of the first exposure of any person to the Pollutants; and
- (ii) In the case of Environmental Damage or Property Damage, the date of the first discharge, dispersal, seepage, migration, release or escape of the Pollutants.

If the date of first exposure as described above is before the inception date of the first Policy issued to the Insured by the Insurer providing coverage for Bodily Injury, Environmental Damage or Property Damage caused by Pollution Conditions resulting from the Insured Project, or cannot be immediately determined, but the progressive, continuous, intermittent or indivisible Bodily Injury, Environmental Damage or Property Damage continues in fact to exist during the Construction Period, the date of first exposure will be deemed to have occurred only on the inception date of the first Policy issued to the Insured by the Insurer that is applicable to the Insured Project or activities from which the Bodily Injury, Environmental Damage or Property Damage caused by Pollution Conditions arose.

Loss means:

- (a) Monetary awards or settlements of compensatory damages arising out of Bodily Injury or Property Damage, and where allowable by law punitive, exemplary, aggravated, liquidated or multiple damages for such Bodily Injury and Property Damage;
- (b) Civil fines, civil penalties where allowable by law;
- (c) Clean-up Costs;
- (d) Environmental Damage;
- (e) Emergency Response Costs; or
- (f) Defence Costs

Incident means an event giving rise to Pollution Conditions that result in Loss regardless of where such Loss is neither expected nor intended from the standpoint of the Insured.

Mitigation Expense means:

- (a) Reasonable and necessary costs incurred to mitigate Pollution Conditions constituting an emergency situation whereby in the absence of such mitigation, Bodily Injury or Property Damage to third parties is imminent;
or
- (b) Clean Up Costs which are incurred pursuant to Environmental Laws.

Natural Resources means land, fish, wildlife, biota, air, surface water, groundwater, drinking water supplies and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the Commonwealth, any state or local government, any foreign government, or any native tribe.

Pollutants means any solid, liquid, gaseous, thermal irritant or contaminant or poisonous, noxious or polluting matter, including but not limited to smoke, vapour, soot, fumes, odours, acids, alkalis, Biological Contaminants, chemicals including PCB's, low level radioactive materials, electromagnetic fields and waste. Waste includes materials to be recycled, reconditioned or reclaimed, medical including infectious and pathological waste materials; and abandoned or illicit materials. This includes,

in any form and of any kind, any goods, products, materials, structures or buildings containing asbestos, asbestos fibres, asbestos dust and asbestos containing materials.

Pollution Conditions means the emission, discharge, dispersal, migration, release or escape of Pollutants. This includes Biological Contaminants including growth thereof. If the Pollutants are naturally occurring, these Pollutants only constitute Pollution Conditions to the extent they are exacerbated by the Insured Project or activities. The entirety of any such emission, discharge, release or escape or any series of interrelated, associated, repeated, or continuous emissions, discharges, releases or escapes shall be deemed to be one Pollution Condition.

Property Damage means:

- (a) physical damage to or destruction of Natural Resources and other tangible property of parties (other than the Insured the subject of legal liability under this policy) including all resulting loss of use and diminution in value of that property; or
- (b) loss of use but not diminution in value of Natural Resources and other tangible property of parties (other than the Insured the subject of legal liability under this policy) that is not physically damaged.

Property Damage does not include Environmental Damage.

Responsible Insured means:

- (a) an officer director or partner or any Insured; or
- (b) the manager or supervisor of any Insured responsible for environmental affair or compliance.

Restoration Costs means reasonable and necessary costs incurred by the Insured with the Insurer's consent, which shall not be unreasonably withheld or delayed, to restore, repair or replace Natural Resources and other tangible property of third parties to substantially the same condition it was in prior to being damaged during work performed in the course of incurring Clean-up Costs. However such restoration shall not exceed the net present value of such property immediately prior to incurring Clean-up Costs or include costs associated with improvements or betterments

General Definitions applying to this Policy

Contract Types

Where appearing in this Policy, the following Contract Type definitions apply.

Dams, means dams, weirs and hydroelectric projects involving the construction of dams or weirs.

Off-Shore Works means works which are not land based or not to be connected to land on completion and which are located in excess of 5 kilometres from the nearest land. The term shall include oil rigs and oil platforms (but not including oil platforms when connected to the land on completion). The term shall not apply to pre-fabrication works on land associated with an Off-Shore Works Contract.

Tunnel Works means the construction of underground passageways, subways and/or roads used for the movement of pedestrians or vehicular traffic that is open at both ends, and is constructed by boring, drilling, excavating or digging through the earth, but shall not include Horizontal Directional Drilling Contracts, or work to existing tunnels which do not involve the above construction techniques.

Horizontal Directional Drilling means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment. This definition does not include tunnels of the type and/or use defined in Tunnelling

Underground Mining means works specifically related to underground mining. The term shall not include contracts involving alluvial, open cut or hydraulic mining or quarrying.

All Other Works shall mean any other works not referred to above.

In the event of a Contract or project comprising more than one Contract Type, the Contract Type shall be deemed the Contract Type with the largest contract and materials value.

Contract Value means the total value of work and construction costs incurred by or on behalf of the Insured in respect of the Insured Project. It includes the value of principal supplied and other free supplied materials if liability for such work is required to be insured under this Policy. The Named Insured and/or Insured may reduce the Contract Value by subtracting the non-recurring construction costs.

Claim means a written demand received by the Insured seeking a remedy or asserting liability or responsibility on the part of the Insured for Loss and includes any writ, statement of claim, summons, application or other originating legal or arbitral process, cross claim, counterclaim or third or similar party notice issued against or served upon the Insured.

Defence Costs means fees charged by any lawyer designated by the Insurer and agreed to by the Insured, and all other fees, costs and expenses resulting from the investigation, defence, negotiation, settlement or appeal of any Claim. Defence Costs shall not include the wages, overtime, travel or accommodation costs of the Insured's employees.

Employee means any person under a contract of service or apprenticeship with the Insured.

Insured means:

- (a) the Named Insured stated in the Schedule
- (b) the Government Agency and/or department for all contracts declared to the Insurer for the purpose of this insurance.
- (c) any Government Agency and/or department of any Named Insured, or any other government or non-government organisation under the control of any insured party and over which it is exercising active management.
- (d) any parent or subsidiary company (including subsidiaries thereof) of any insured party and any other organisation under the control of the Insured and over which it is exercising active management, whether now or hereafter incorporated;
- (e) if not a Named Insured, any of the following persons or entities for whom or for which the insured parties above are obliged to arrange insurance by virtue of a Contract or assumption of responsibility, but only to the extent required by such Contract or assumed responsibility and in any event only for such coverage and Limits of Liability as provided in this Policy;
 - (i) principal or owner or agent of the principal or owner or joint venture partner;
 - (ii) construction manager or project manager;
 - (iii) contractor or sub-contractor of any tier subject to the limitations in (iv) and (v);
 - (iv) architect, engineer or other consultant, but only in respect of their on-site, manual activities;
 - (v) vendor or manufacturer, but only in respect of their on-site, manual activities;
 - (vi) lessor, financier, mortgagee or trustee;
 - (vii) government body not included in i to v. above;
 - (viii) other party with an insurable interest in the Insured Project not included in the above
 - (ix) alliance partners in respect of works undertaken under alliance agreements;

For the purposes of this policy those Insured specified in iv. and v. above are not considered to be included under any other Insured definition.

- (f) any director, executive officer, Employee, partner, contract staff, or member of any safety, security or medical facility of any of the Insured's whilst acting as such;
- (g) any office bearer or member of any social, sporting, or welfare facility of any of the Insured's whilst acting as such; and

all for their respective rights, interests and liabilities.

Local Time means the Official Government Time set on Co-ordinated Universal Time (UCT) (which includes daylight savings time where observed) at the designated place stated in the Schedule.

Period of Insurance means the Construction Period and, where defined in applicable Insuring Clause, the Defects Liability Period or Completed Operations Hazard Period:

Construction Period means the period commencing with the entering into of each Contract, provided such Contract is entered into during the Period of Insurance, until at the option of the Insured:

- (i) the Contract Works have been formally accepted in their entirety by the principal or owner as having achieved practical completion under the relevant Contract and completed any relevant commissioning and/or performance testing periods, notwithstanding the fact that portions of the Contract(s) may have been handed over, put into use or accepted by the principal or owner prior to that time; or
- (ii) with respect to each separable portion of the Contract Works, the time it is taken over and put into use by the principal or owner and completed any relevant commissioning and/or performance testing periods.

Defects Liability Period means the period described in any Contract during which an Insured is legally obliged to rectify defects, shrinkages, errors, omissions or other faults and/or to complete its obligations under such Contract (the initial Defects Liability Period), which includes a further period, following rectification of defects under the initial period.

Completed Operations Hazard Period means the Period stated in the Policy Schedule starting at the earlier of the expiration date or the date on which the policy is cancelled, if applicable, or otherwise in accordance with clause 3(a), 3(b) or 3(c).

Policy Period means the period stated in the Schedule, and shall include any subsequent periods for which the Insurer has agreed to renew this Policy.

Underground Services means existing pipework, cables, conduits, conveying services such as electricity, gas, water, waste and electrical communications, located below the existing ground service

Underlying Insurance means a policy of insurance arranged by or on behalf of an Insured either voluntarily or pursuant to a contract (which may include a policy(ies) arranged by joint venture partners, principals, contractors, etc.) that provides cover to the Insured for a risk, which save for the Underlying Insurance, would be covered by this Policy. Underlying Insurance includes but is not limited to those policies identified in the Schedule.

Vehicle means any type of machine on wheels or intended to be propelled by other than manual or animal power and any trailer made or intended to be drawn by any such machine whilst attached thereto.

Watercraft means any vessel, craft or thing in excess of 12 metres in length (measured at the waterline) made or intended to float on or travel on or through water.