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AU GENERAL LIABILITY AUSTRALIAN BROADFORM POLICY WORDING – 2024

Check that this placement summary, terms and policy wording meets with your requirements

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AU GENERAL LIABILITY AUSTRALIAN BROADFORM WORDING – 2024

The Insurers (subject to the terms, conditions and exclusions contained in or endorsed on this Policy) will pay to or on behalf of the Insured all sums which the Insured shall become legally liable to pay as compensation for:

1. Personal Injury; or
2. Property Damage; or
3. Advertising Liability

first happening during the Period of Insurance within the Territorial Limits and caused by an Occurrence within the Territorial Limits in connection with the Insured's Business.

Limit of Liability

The limit of the Insurers' liability in respect of any one Occurrence shall not exceed the Limit of Liability stated in the Schedule for Public Liability or Products Liability or Advertising Liability or Pollution Liability.

All Personal Injury and Property Damage arising out of continuous or repeated exposure to substantially the same general conditions will be construed as arising out of one Occurrence.

All Advertising Liability arising out of the publication, broadcast or telecast of the same injurious material will be construed as arising out of one Occurrence regardless of the number of advertisements, publicity articles, broadcasts or telecasts in which the injurious material appears.

The Insurers' total aggregate limit during any one Period of Insurance for all claims arising out of Products Liability or Pollution Liability shall not exceed, separately, the Limit of Liability stated in the Schedule.

Supplementary Payments

The Insurers will pay, in addition to the applicable Limit of Liability, all expenses incurred defending in the name of and on behalf of the Insured, any claim or suit against the Insured to recover compensation in respect of and/or arising out of Occurrences covered hereby.

The Insurers will also pay all Supplementary Payments in addition to the Limit of Liability expressed in the Schedule.

Territorial Limits

This Policy applies in respect of Occurrences anywhere in the world excluding operations domiciled in the United States of America and/or Canada other than exports and non-manual visits of directors and employees.

United States of America/Canadian Jurisdiction

Where cover is provided by this Policy in respect of any judgement, award or settlement made within countries which operate under the laws of the United States of America and/or Canada (or any order made anywhere in the world to enforce such judgment, award or settlement either in whole or in part) the Insured agrees to accept the following additional terms and exclusions in respect of such judgment, award or settlement:

- (a) the Limits of Liability are inclusive of all costs, expenses and Supplementary Payments.
- (b) Insurers shall not be liable for:
 - (i) Personal Injury or Property Damage directly or indirectly caused by the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants;
 - (ii) the cost of removing, nullifying or cleaning-up Pollutants.

DEFINITIONS

Where appearing in the Policy the following words shall mean:

1. **"Advertising Liability"** means injury arising out of one or more of the following offences:
 - (a) libel, slander or defamation; or
 - (b) infringement of copyright, title or slogan; or
 - (c) piracy, unfair competition or misappropriation of advertising ideas or style of doing business; 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 Insured's advertising activities or any advertising activities conducted on behalf of the Insured in the course of advertising the Insured's Products or services.
2. **"Aircraft"** means any vessel, craft or thing designed to transport persons or property in or through the air or space. For the purpose of this definition, Unmanned Aerial Vehicles are not deemed to be Aircraft.
3. **"Airside"** means that part of an aerodrome or airport provided for take-off and landing of aircraft or the movement of aircraft on the surface, aircraft parking aprons including associated surface roads and ground equipment parking areas.
4. **"Business"** means:
 - (a) the business stated under the Information section of this Policy in the Schedule and/or as declared to the Insurers and any activity necessarily incidental thereto; and/or
 - (b) marketing activities carried out by, or on behalf of, the Named Insured including but not limited to attendance at trade fairs and conferences; and/or
 - (c) the activities of any canteen, social, sports, welfare, and/or child care organisation or first aid, medical, fire or ambulance services.
5. **"Computer System"** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
6. **"Cyber Act"** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.
7. **"Cyber Incident"** means:
 - (a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
 - (b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.
8. **"Data"** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.
9. **"Excess"** means the first amount of each claim or series of claims payable (including in respect of Supplementary Payments and Sub-Limits) by the Insured in respect to each Occurrence.

Notwithstanding the above the Excess will not erode the Limit of Liability and Sub-Limits as stated in the Schedule.

10. **"Insured"** means:

- (a) the Named Insured;
- (b) any additional Insured(s) stated in the Schedule
- (c) any director, executive officer, employee, partner or shareholder of the Named Insured, but only while acting within the scope of their duties in such capacity;
- (d) any incorporated or unincorporated association or organisation, including their office bearers and members, organised by the Named Insured (other than an Insured designated in definition 10(d)) or their employees with the consent of the Named Insured for the purpose of providing canteen, social, sports, welfare and or child care organisations or first aid, medical, fire or ambulance services for such employees; and
- (e) Subject to the provisions of Extension 2 Contractual Liability:
 - (i) any principal where the Named Insured has entered into a written contract for the performance of work for such principal and where such contract expressly obliges the Named Insured to provide insurance of the type provided by this policy and then only to the extent required by such contract and only arising out of the Named Insured's performance of such contract;
 - (ii) any other party who enters into a written contract with the Named Insured, for any purpose of the Business, where such contract expressly obliges the Named Insured to provide insurance of the type provided by this Policy and then only to the extent required by such contract.

11. **"Insured's Products"** means any goods or products, other than real or immovable property, including any packaging or container thereof (after they have ceased to be in the possession or control of the Insured) manufactured, grown, extracted, produced, processed, assembled, installed, repaired, serviced, treated, sold, supplied, resupplied or distributed by the Insured including all previously supplied products.

12. **"Insured's Work"** means work or operations performed by or on behalf of the Insured, and includes materials, parts or equipment furnished in connection with such work or operations.

13. **"Medical Persons"** means medical doctors, medical nurses, dentists and first aid attendants.

14. **"Named Insured"** means:

- (a) The Named Insured stated in the Schedule; and
- (b) all subsidiary companies (now or hereafter constituted) of the Named Insured whose place of incorporation is within Australia or New Zealand and whose business falls within the definition of the Insured's Business.

15. **"Occurrence"** means an event, including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury, Property Damage or Advertising Liability which is neither expected nor intended from the standpoint of the Insured other than as set out in clause 17.(e) of the definition of Personal Injury.

16. **"Period of Insurance"** means the duration of this Policy as stated in the Schedule.

17. **"Personal Injury"** means:

- (a) bodily injury, death, sickness, disease, disability, nervous shock, mental anguish or mental injury;
- (b) false arrest, false imprisonment, malicious prosecution or humiliation;
- (c) libel, slander, defamation of character (other than Advertising Liability);
- (d) wrongful entry or wrongful eviction or other invasion of the right of 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.
18. **"Policy"** includes this Policy wording, the Risk Details / Policy Schedule and any future documents issued to the Insured which amends this Policy wording or Schedule.
19. **"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
20. **"Pollution Liability"** means liability covered by this Policy in respect of Personal Injury or Property Damage caused by or arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants.
21. **"Principal Controlled Insurance"** mean a policy or policies of insurance which is/are:
- (a) arranged by any principal;
- (b) arranged by some other person pursuant to a request, direction, or contractual obligation made or imposed by any principal.
22. **"Products Liability"** means liability covered by this Policy in respect of Personal Injury or Property Damage:
- (a) caused by any defect, or the harmful nature of any of the Insured's Products;
- (b) resulting from any defect or deficiency in any direction or advice given at any time, or intended to be given by the Insured concerning the use or storage of the Insured's Products.
23. **"Property Damage"** means:
- (a) physical damage to, destruction or loss of tangible property and any loss of use of that property resulting therefrom;
- (b) loss of use of tangible property which has not been physically damaged, destroyed or lost which is caused by physical damage to or destruction or loss of other tangible property which occurs during the Period of Insurance.
24. **"Public Liability"** means liability covered by this Policy but does not include Products Liability, Advertising Liability or Pollution Liability.
25. **"Schedule"** means the Risk Details / Policy Schedule.
26. **"Supplementary Payments"** means the following costs and expenses:
- (a) for immediate medical and/or surgical aid and/or for temporary repair of property made necessary by any Occurrence covered hereby;
- (b) all expenses incurred by or with permission of the Insurers for investigation, negotiation and defence of claims and suits;
- (c) all expenses incidental to the appeal from any judgment against the Insured, and all costs taxed against the Insured, in any suit for damages on account of any judgment in such suits; all expenses incurred by Insurers or the Insured for representation of the Insured at any coroner's inquest or court of criminal justice, Royal Commission or Government inquiry, plus all expenses incidental to the appeal from any judgment.
27. **"Tool of Trade"** means any vehicle which has any tool, implement, machinery or plant forming part of or attached to or used in connection with it while such tool or plant is being used at the Insured's business premises or on or about or in close proximity to or travelling to and from a work site, but does not include vehicles whilst used for the purpose of carrying goods or people to or from any premises (except whilst at a worksite or about or in close proximity to the worksite).
28. **"Unmanned Aerial Vehicle"** means any craft designed to travel through air or space that is piloted by remote

control or onboard computers. For the purposes of this definition, any craft designed to carry passengers is not deemed an Unmanned Aerial Vehicle.

29. **"Vehicle"** means any type of machine on wheels or on caterpillar tracks made or intended to be propelled other than by manual or animal power. "Vehicle" does not include Unmanned Aerial Vehicle or Watercraft.
30. **"Watercraft"** means any powered vessel, craft or thing made or intended to float on or in or travel on or through water. Watercraft also includes hovercraft.
31. **"Worker to Worker claim"** means:
 - (a) any claim brought against any Insured by an injured worker (as defined by applicable workers or accident compensation legislation) employed by any party who has entered into a written contract for the provision of labour or services to the Insured, (or sub- contractor therefore), in connection with the Insured's Business, other than for claims brought by employees of the Insured; and/or
 - (b) any subrogation action brought via Workers Compensation Act (WCA) Insurers or State Insurers as set out in Extension 5 'Worker to Worker'.

EXTENSIONS

The Insurers agree to provide indemnity to the Insured as set out in the following Extensions provided that the indemnity provided by each Extension shall:

- (a) form part of and not be in addition to the Limit of Liability;
- (b) be subject to the Schedule, Insuring Clauses, Conditions, Definitions, Exclusions and other terms of this Policy (unless otherwise expressly stated).

1. Automatic Acquisitions

- (a) This Policy extends to include cover for entities newly formed (including Joint Ventures) and/or acquired by the Named Insured during the Period of Insurance, provided always that:
 - (i) there is no material change in the Named Insured's Business;
 - (ii) the turnover of such newly formed or acquired entities or joint ventures does not exceed 10% of the Named Insured's turnover at inception.
- (b) If newly formed or newly acquired entities fall outside the criteria mentioned in (a) (i) or (ii) above then the Policy will not automatically extend to include such entities. The Insurers may agree to vary the Policy to provide cover in respect of such entities on such terms and conditions as the Insurers may determine (including in respect of additional premium).
- (c) The Insured shall notify any acquisition of a new entity to the Insurers and submit to the Insurers claims records in respect of the acquired entity within 90 days of such acquisition. In the event that the claims records submitted to the Insurers are considered by the Insurers to be unsatisfactory, the Insurers may negotiate with the Insured as to the terms (including in respect of any additional premium), if any, on which the Insurers are prepared to continue cover in respect of such entity.

2. Contractual Liability

Insurers will indemnify the Named Insured in respect of any Occurrence arising out of contractually assumed liability over and above the statutory requirements that attaches to the Named Insured by reason of having assumed such liability in a written contract or agreement between the Named Insured and any party described in Paragraph (e) of Definition 10 'Insured'.

However, Insurers shall not be liable for any Occurrence caused by the sole negligence of any party described in Paragraph (e) of Definition 10 'Insured', other than:

- (a) where any contract or agreement has been specifically noted and agreed to by the Insurers, or
- (b) for any written rental and/or lease and/or hiring agreement of real and/or personal property that requires the Named Insured to insure such property, or
- (c) where the Named Insured has waived rights of subrogation as per Condition 17 'Subrogation'.

Provided always Insurers will not be liable for any fines, penalties, punitive or exemplary damages.

3. Legionella

This Policy extends to include Claims made against the Insured and notified to Insurers during the Period of Insurance for:

- (a) sums which the Insured shall become legally liable to pay for compensation and claimant's costs and expenses in respect of Personal Injury caused by the discharge, dispersal, release or escape of legionella bacteria;
- (b) costs and expenses of litigation incurred with the written consent of the Insurers in respect of a Claim against the Insured to which the coverage expressed in (a) above applies.

Provided that:

- (1) Insurers' total aggregate liability in respect of all Claims made during the Period of Insurance shall not exceed the Limit of Liability specified in the Schedule.
- (2) in the event of more than one Claim resulting from a discharge, dispersal, release or escape of legionella bacteria all Claims shall be deemed to have occurred on the day that the first Claim was made against the Insured.
- (3) this Extension shall not apply to:
 - (a) liability assumed under contract; unless such liability existed in the absence of such contract;
 - (b) Personal Injury caused by the escape of legionella bacteria from any of the Insured's premises unless the Insured has, for that premises, complied with health and safety codes of practice that apply in respect of the control of legionella bacteria in water systems.

For the purpose of this Extension "Claim" means a demand for compensation or damages or an intimation of the intention to seek compensation or damages, made to the Insured during the Period of Insurance.

4. Trade Practices And Fair Trading Legislation Extension

This Policy is extended to indemnify the Insured in respect of claims for damages or compensation made against the Insured under the terms of the Competition and Consumer Act 2010 (CCA), the Fair Trading Act 1987 (NSW) or similar legislation in other States and which arise from misleading or deceptive conduct not being deliberate or fraudulent conduct.

Provided that this Extension shall not include claims made under the penal or criminal provisions of those Acts or legislation.

5. Worker to Worker

Exclusion 8 Employer's Liability / Worker's Compensation Liability shall not apply to:

- (a) claims for recoveries of any payments made by any compulsory workers or accident compensation insurer under the provisions of any compulsory workers or accident compensation legislation or policy, but only where the claim is being made against an Insured who is not the direct employer of the worker (as defined by applicable workers or accident compensation legislation) in respect of whom the recovery is being sought;
- (b) claims made by an injured worker (as defined by applicable workers or accident compensation legislation) against any Insured other than the worker's direct employer.

The Excess in respect of claims brought under this Extension shall be as stated in the Schedule.

EXCLUSIONS

The Insurers shall not be liable to indemnify the Insured in respect of or in any way connected with any:

1. Advertising Liability

liability to pay compensation for Advertising Liability arising from:

- (a) offences committed prior to the inception date of this Policy;
- (b) offences made at the direction of the Insured with knowledge of the illegality or falsity thereof;
- (c) breach of contract, other than misappropriation of advertising ideas under an implied contract;
- (d) incorrect description of the price of the Insured's Products or services;
- (e) infringement of trade mark, service mark or trade name by use thereof as the trade mark, service mark or trade name of the Insured's Products or services sold, offered for sale or advertised, but this exception does not apply to titles or slogans;
- (f) failure of the Insured's Products or services to conform with advertised performance, quality, fitness or durability;
- (g) any Insured whose business is advertising, broadcasting, publishing or telecasting.

2. Aircraft and Watercraft

liability to pay compensation for Personal Injury or Property Damage arising out of the ownership, maintenance, possession, operation, use or legal control by the Insured of:

- (a) any Aircraft;
- (b) any Watercraft exceeding twenty (20) metres in length.

3. Aircraft Products

liability arising out of the selling, leasing, hiring or manufacture and/or supply of parts and/or products that are used with the Insured's knowledge in Aircraft or any aerial device.

4. Airside Activities

liability arising out of any Airside activities.

This exclusion shall not apply where all work Airside conducted by the Insured is signed off by the relevant airport authority or by any other party holding a permission to act on their behalf.

5. Asbestos

liability arising out of or related in any way to asbestos or asbestos-containing materials other than liability not caused by or contributed to by or alleged to be caused by, in whole or in part, directly or indirectly, the known or suspected injurious or damaging effects of asbestos.

6. Cyber

1. loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

1.1. **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**; or

1.2. loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or

theft of any **Data**, including any amount pertaining to the value of such **Data**, regardless of any other cause or event contributing concurrently or in any other sequence thereto, unless subject to the provisions of paragraph 2.

2. Subject to all the terms, conditions and exclusions contained in this Policy or any endorsement thereto, clause 1.1 of this Endorsement shall not apply in respect of any actual or alleged liability for and/or arising out of:

- 2.1. any ensuing third party bodily injury (other than mental injury, mental anguish or mental disease); or

- 2.2. any ensuing physical damage to or destruction of tangible third party property,

resulting from or arising out of a **Cyber Incident**, unless that **Cyber Incident** is caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act**.

Nothing contained in the foregoing shall provide any coverage for any action taken in controlling, preventing, suppressing or remediating a **Cyber Incident** or a **Cyber Act**.

3. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
4. If the Underwriters allege that by reason of this endorsement loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

7. Damage to Insured's Products

liability to pay compensation for:

- (a) physical damage to or destruction or loss of the Insured's Products or any part of those Products arising out of them or any part of them;
- (b) loss of use of any tangible property caused by physical damage to or destruction or loss of the Insured's Products or any part of those Products arising out of them or any part of them.

Provided that this Exclusion shall only apply in respect of Property Damage to that part of the Insured's Products containing such fault, defect, deficiency or unsuitability or to which such fault, defect, deficiency or unsuitability is directly attributable.

8. Employer's Liability / Worker's Compensation Liability

- (a) liability for Personal Injury to any person arising out of, or sustained in the course of, the employment of such person in the Insured's service, or through the breach of any duty owed to that person:
 - (i) to the extent that the Insured is entitled to be indemnified in respect of claims for damages under a policy of insurance (which expression includes arrangements made by the Insured to provide accident insurance for the Insured's workers under a license to self-insure) arranged (whether required by law or not) in accordance with any workers' compensation legislation or accident compensation legislation; or
 - (ii) would have been indemnified or entitled to be indemnified had the Insured arranged a policy of insurance as required by such legislation.
- (b) liability for Personal Injury to any person arising out of, or sustained in the course of, the employment of such person in the Insured's service in Western Australia, other than a person of whom the Insured is deemed to be an employer by reason only of Section 175 of the Workers' Compensation and Rehabilitation Act 1981 (WA);
- (c) liability for mental anguish suffered by any person arising out of, or in the course of, that person's employment by or service to the Insured;

- (d) liability for Personal Injury arising out of the harassment, libel, slander, defamation or humiliation of, or discrimination against, any person while in the Insured's service or while employed by the Insured;
- (e) liability of a type in respect of which indemnity previously would have been provided under a policy of insurance arranged in accordance with any workers' compensation legislation or accident compensation legislation, but in respect of which indemnity has been withdrawn or reduced as a consequence of a change to the scope, terms, provisions, or requirements of such legislation made after the commencement of the current Period of Insurance; and
- (f) any other liability imposed by the provisions of any workers compensation legislation or accident compensation legislation or industrial award, agreement or determination.

This exclusion does not apply to the liability of others assumed by the Insured under a written contract.

9. Excess

the applicable Excess as stated in the Schedule in respect of the first amount of each claim or series of claims arising out of one originating cause.

10. Faulty Workmanship

liability for the cost of re-performing, completing, correcting or improving any of the Insured's Work.

Provided that this Exclusion shall only apply to the cost of re-performing, completing, correcting or improving that part of the work containing such fault, defect, deficiency or unsuitability or to which such fault, defect, deficiency or unsuitability is directly attributable.

11. Fines and Punitive Damages

liability for fines, penalties including statutory fines and penalties, punitive or exemplary damages.

12. Motor Vehicles

liability to pay compensation in respect of Personal Injury or Property Damage arising out of the ownership, possession, operation, use or legal control by the Insured of any Vehicle:

- (a) which is required by law to be registered;
- (b) in respect of which compulsory liability insurance or statutory indemnity is required by virtue of any legislation relating to Vehicles;
- (c) which is otherwise insured in respect of the same liability.

Provided that this Exclusion does not apply:

- (1) to Personal Injury where:
 - (i) the compulsory liability insurance or statutory indemnity does not provide indemnity; and
 - (ii) the reason or reasons why the compulsory liability insurance or statutory indemnity does not provide indemnity does not involve a breach by the Insured of legislation relating to Vehicles;
- (2) to Vehicles whilst being operated or used by or on behalf of the Insured as a Tool of Trade;
- (3) to the delivery or collection of goods to or from any Vehicle;
- (4) to the loading or unloading of any Vehicle;
- (5) to any Vehicle temporarily in the Insured's custody for the purpose of parking in a car park owned or operated by the Insured unless the Insured operate that car park for reward;
- (6) to any Vehicle, not owned by the Insured, which is being used or operated by the Insured within the Insured's premises, or on a public road, for the purpose of testing or delivering such Vehicle, in connection with its repair, servicing or maintenance by the Insured.

It is noted and agreed that no cover is given while any such Vehicle is being driven by, or is in the charge of

any person, with the consent and knowledge of the Insured:

- (i) whose faculties or ability to operate a Vehicle are impaired to any extent by any drug or intoxicating liquor;
- (ii) whose blood or breath contains alcohol in excess of the percentage allowed by law;
- (iii) who is not duly authorised or licenced under all relevant laws and regulations to drive a Vehicle.

13. Nuclear

liability to pay compensation for Personal Injury or Property Damage of whatsoever nature directly or indirectly caused or contributed to by or arising from ionising radiation, or contamination by radioactivity from nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission.

14. Pollution

- (a) liability to pay compensation for Personal Injury or Property Damage caused by or arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants into or upon any property, land, the atmosphere or any watercourse or body of water (including groundwater) but this exclusion does not apply if the actual discharge, dispersal, release or escape:
 - (i) is neither expected nor intended by the Insured; and
 - (ii) is the consequence of a sudden and instantaneous cause which takes place at a clearly identifiable point in time during the Period of Insurance;
- (b) liability for any costs or expenses incurred in the preventing, removing, nullifying, or cleaning up any discharge, dispersal, release or escape as described in (a) above, unless such costs or expenses are consequent upon an unexpected, unintended sudden and instantaneous cause which takes place at a clearly identifiable point in time during the Period of Insurance and results in Personal Injury or Property Damage neither of which is otherwise excluded by this Policy.

Provided that the total aggregate liability of the Insurers during any one Period of Insurance in respect of all claims arising out of such Personal Injury or Property Damage or such costs or expenses shall not exceed the Limit of Liability for Pollution Liability stated in the Policy Schedule.

15. Product Recall, Repair and Guarantee

liability to pay compensation for damages claimed for the withdrawal, inspection, repair, replacement, recall, loss of use, guarantee or warranty of the Insured's Products or Insured's Work.

This Exclusion does not apply to the Insured's liability for the repair, replacement or loss of use of the Insured's Product, to the extent set out within the exception to Exclusion 7 (Damage to Insured's Products).

16. Professional Liability

liability directly or indirectly caused by or 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 exclusion does not apply:

- (a) to the rendering 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;
- (b) to any resulting Personal Injury or Property Damage providing such professional advice or service is not given for a separate and/or more specific fee.

17. Property in Physical or Legal Control

liability to pay compensation for Property Damage to property owned leased or hired or under hire purchase or on loan to the Insured or under the course of construction by the Insured or otherwise in the Insured's care, custody or control other than:

- (a) premises (or the contents thereof) not under the course of construction by the Insured, but temporarily

occupied by the Insured for work therein (but no indemnity is granted for Property Damage to that part of the property on which the Insured is working and which arises out of such work);

- (b) clothing and personal effects belonging to employees and visitors of the Insured;
- (c) premises tenanted by the Insured for the purpose of the Insured's Business to the extent that the Insured would be held liable in the absence of any specific agreement;
- (d) any property not owned by the Insured or under the course of construction by the Insured but in the physical or legal control of the Insured and not otherwise covered hereunder, up to a sub-limit of AUD 250,000, or as otherwise stated in the Schedule.

18. Terrorism

liability 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.

- (a) For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- (b) This exclusion also excludes 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.
- (c) In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

19. Unmanned Aerial Vehicles

liability to pay compensation for Personal Injury or Property Damage arising out of the operation by the Insured of any Unmanned Aerial Vehicle (hereinafter referred to as a UAV).

Provided that this exclusion does not apply to any Occurrence involving the use of a UAV in instances where:

- (a) the use of UAVs complies with the standard operating conditions outlined by the Civil Aviation Safety Authority (CASA);
- (b) the operator of the UAV holds as required, at the time of the Occurrence, a valid Remote Operators Certificate (ReOC) issued by CASA.

Notwithstanding the above, liability arising from the use of UAVs:

- (i) In United States of America airspace; or
- (ii) In a military application
- (iii) Exceeding the following thresholds:
 - (a) operating more than 500m in altitude;
 - (b) operating more than 1 kilometre away from the operator;
 - (c) weighing more than 5kg, is excluded absolutely.

20. War

liability to pay compensation for Personal Injury or Property Damage directly or indirectly caused by or in consequence of war, invasion, act of foreign enemy, hostilities (with or without the declaration of war), civil war, rebellion, insurrection, military or usurped power.

CONDITIONS

1. Alteration of Risk

- (a) The Insured shall notify the Insurers as soon as reasonably practicable of any matter known to the Insured which has the effect, or might have the effect, of altering the risk of the happening any Occurrence which would or might give rise to the happening of a claim which, if made, would or might be the subject of cover provided by this Policy.
- (b) Without limiting the generality of (a), the Insured shall notify the Insurers as soon as reasonably practicable of any change in:
 - (1) the Insured's operations, work methods or procedures;
 - (2) any underwriting information supplied to the Insurers.
- (c) In the event that the Insured notifies the Insurers of any matter pursuant to (a) and (b) above, the Insurers may negotiate with the Insured as to any variation in terms (including in respect of any additional premium) which the Insurers may require to having regard to such alteration of risk.

2. Assignment

No assignment of interest under this Policy shall bind the Insurers until their consent is endorsed thereon. However, should the Insured die or be adjudged bankrupt or insolvent the Insurers will consent to the assignment of this Policy to the Insured's legal representative provided that written notice is given to Insurers within 30 days after the date of such death, bankruptcy or insolvency.

3. Cancellation

- (a) The Named Insured may cancel this Policy by giving thirty (30) days' notice in writing to the Insurers.
- (b) The Insurers may cancel this Policy in any of the circumstances set out in Sections 60 and 61 of the Insurance Contracts Act, 1984 (as amended).
- (c) Such cancellation shall take effect at the earlier of the following times:
 - (i) the time when another policy of insurance between the Insured and this Insurer or some other insurer, being a policy that the is intended by the Insured to replace this Policy, is entered into; or
 - (ii) at 4.00 p.m. on the thirtieth (30th) business day after the day on which notification was given by the Insured.
- (d) When the premium is subject to adjustment, cancellation will not affect the Insured's obligation to supply such information as the Insurers may require for the adjustment of the premium.

Cancellation will not affect the Insured's obligations to pay the amount of adjustment applicable up to the date of cancellation.
- (e) Notwithstanding (a) to (d) above, any net return premium will be agreed by the Insurers at the time of cancellation.

4. Choice of Law and Jurisdiction

- (a) Any phrase or word in this Policy will be interpreted in accordance with the law of any competent Court in the Commonwealth 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.

- (b) Any dispute concerning the interpretation of this Policy will be determined in accordance with the law of any competent Court in the Commonwealth of Australia.

The Insured and the Insurers shall submit to the exclusive jurisdiction of any court of competent jurisdiction within the Commonwealth of Australia and agree 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.

5. Claims Conditions

- (a) The Insured shall give notice in writing as soon as reasonably practicable to the Insurers of every Occurrence, claim, writ, summons, impending proceedings, impending prosecution and/or inquest or inquiry in respect of which there may arise a liability under this Policy.
- (b) The Insured shall not, without the Insurers' consent in writing, make any admission, arrangement, offer, promise or payment in connection with any Occurrence or claim.
- (c) The Insurers shall be entitled to take over and conduct in the Insured's name the defence or settlement of any claim and the Insurers may make such investigation, negotiation and settlement of any claim or suit as they deem expedient.
- (d) The Insured shall use its best endeavors to preserve any property, products, appliances, plant or other things which might prove necessary or useful by way of evidence in connection with any claim and so far as may be reasonably practicable no alteration or repair shall be effected without the Insurers' consent until the Insurers shall have had the opportunity of inspection.
- (e) The Insurers shall be entitled to prosecute in the Insured's name at the Insurers' own expense and for the Insurers' own benefit any claim for indemnity for damages or otherwise.
- (f) The Insurers shall have full discretion in the conduct of any proceedings in connection with any claim.
- (g) The Insured shall give to the Insurers such information and co-operation as the Insurers may reasonably require in respect of:
- (1) the investigation, prosecution, defence or settlement of any claim under this Policy;
 - (2) the investigation or determination of the Insurers' liability under this Policy;
 - (3) the prosecution, by the Insurers, of any rights against any third party including but not limited to the identification of any third parties against whom the Insured may have rights.
- (h) In the event that Insurers recommend the settlement of a claim and the Insured does not agree that such claim should be settled then the Insured may elect to contest or continue any legal proceedings in connection therewith provided always that the Insurers liability in connection with such claim does not exceed the amount for which the claim could have been settled plus Supplementary Payments incurred with the Insurers written consent to the date of such election subject always to the Limit of Liability.
- (i) The Insured shall use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any liability hereunder.
- (j) In the event of an Occurrence, the Insured shall promptly take, at the Insured's expense, all reasonable steps to prevent other Personal Injury or Property Damage arising out of the same or similar conditions, but such expense shall not be recoverable under this Policy.
- (k) The Insurers shall be entitled to attend any inquest in respect of which there may arise liability under this Policy.
- (l) Where more than one Excess is applicable to any claim or Occurrence the Excess to apply will be the single highest Excess that applies. There will be no aggregation of Excesses.

For the avoidance of doubt, costs incurred by the Insurers to determine indemnity are to be incurred by the Insurers and will not form part of the Excess which is payable by the Insured. Further, where more than one Insured shall be liable for the Excess, each Insured claiming under this Policy shall pay that proportion of the Excess only.

6. Cross Liabilities

Where more than one party comprises the Insured each of the parties shall be considered as a separate and distinct entity and the word Insured shall be considered as applying to each party in the same manner as if a separate policy had been issued to each of the said parties provided that nothing in this clause shall result in the increase of the Insurers' Limit of Liability in respect of any Occurrence or Period of Insurance.

7. Discharge of Liabilities

The Insurers may at any time pay to the Insured in respect of all claims against the Insured arising directly or indirectly from the one source or original cause the amount of the liability or such other amount specified in respect thereof (after deduction of any sum or sums already paid by the Insurers which sum or sums would reduce the amount of the Insurers' unfulfilled liability in respect thereof) or any lesser sum for which the claim or claims can be settled and upon such payment the Insurers shall relinquish conduct or control of and be under no further liability under the Policy in connection with such claim or claims except for costs charges or expenses in respect of the period prior to the date of such payment (whether or not pursuant to an order made subsequently) or incurred by the Insurers or by the Insured with the Insurers' written consent prior to the date of such payments.

8. Goods and Services Tax

Where the Insurers make a payment under this Policy for the acquisition of goods, services or other supply the Insurers will reduce the amount of the payment by the amount of any input tax credit the Insured is, or will be, or would have been entitled to under a New System (Goods and Services Tax) Act 1999 in relation to that acquisition, whether or not that acquisition is actually made.

Where the Insurers make a payment under this Policy as compensation instead of payment for the acquisition of goods, services or other supply the Insurers will reduce the amount of payment by the amount of any input tax credit that the Insured would have been entitled to under a New Tax System (Goods and Services Tax) Act 1999 had the payment been applied to acquire such goods, services or other supply.

9. Headings

The headings in this Policy are for ease of reference only and shall not constitute part of the context or otherwise affect the interpretation of this Policy.

10. Inspection and Premium Adjustment

The Insurers shall be permitted but not obligated to inspect the Insured's property and operations at any time. Neither the Insurers' right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Insured or others, to determine or warrant that such property or operations are safe. The Insurers may examine and audit the Insured's books and records at any time during the Period of Insurance and extensions thereof and within three (3) years after the final termination of this Policy as far as they relate to the subject matter Insured.

If the first or renewal premium for the Policy or part thereof shall have been calculated on estimates furnished by the Insured, then the Insured shall keep an accurate record containing all particulars relative thereto and shall at all times allow the Insurers to inspect such records. The Named Insured shall within thirty (30) days after the expiry of each Period of Insurance furnish to the Insurers such particulars and information as the Insurers may require. The premium for such period shall thereupon be adjusted and any difference paid or allowed to the Insured as the case may be subject to receipt and retention of any minimum premium charged by the Insurers.

11. Insurance Contracts Act

Nothing contained in this Policy shall be construed to reduce or waive either the Insured's or the Insurers' privileges, rights or remedies available under the Insurance Contracts Act 1984 (Cth) as amended.

12. Other Insurance

If the Insured makes a claim under this Policy in respect of any liability or loss arising out of an Occurrence and such liability or loss is or may be covered in whole or in part by any other Insurance, then the Insured must advise the Insurers of the full details of such other Insurance when making such claim under this Policy.

Subject to the Insurance Contracts Act 1984 (Cth), the Insurers reserve the right to seek contribution from the other insurer(s).

13. Principal Controlled Insurance and Insurance arranged by Others

If the Insured enters into an agreement with any other party where the Insured is entitled to be indemnified under that party's or parties' contract of insurance, including any Principal Controlled Insurance or other insurance, in respect of a claim for which indemnity is otherwise available under this Policy, this Policy shall only provide cover for:

- (a) any liability or loss which exceeds the limit of indemnity provided by such Principal Controlled Insurance or other insurance;
- (b) amounts not recoverable under the above-mentioned insurance because of the operation of a higher excess;
- (c) any liability or loss which is not covered under such Principal Controlled Insurance or other insurance by reason of the fact that the scope of cover provided by such Principal Controlled Insurance or other insurance is less extensive than the scope of cover provided by this Policy.

Provided that the Insurers' liability under this Policy does not exceed the Limit of Liability.

Nothing in this Clause 13 shall prejudice the Insurers rights as set out in Clause 12 **Other Insurance** above.

14. Reasonable Care

The Insured shall:

- (a) take all reasonable precautions to:
 - (i) prevent Personal Injury and Property Damage;
 - (ii) prevent the manufacture, sale or supply of defective products;
 - (iii) comply and ensure that the Insured's workers, servant and agents comply with all statutory obligations, by-laws or regulations imposed by any public authority in respect thereof for the safety of persons and property.
- (b) at the Insured's own expense take reasonable action to trace, recall or modify any products containing any defect or deficiency which defect or deficiency the Insured has knowledge of or has reason to suspect.

15. Sanction Limitation and Exclusion Clause

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, United Kingdom or United States of America.

LMA3100A
05 October 2023

16. Severability

Insurers agree that any act, error, omission, neglect, fraud, misrepresentation, misdescription, non-disclosure or breach of Condition or warranty by any individual insured party shall not prejudice or invalidate the rights of the other parties comprising the Insured who are themselves not guilty of such act, error, omission, neglect, fraud, misrepresentation, misdescription, non-disclosure or breach of Condition or warranty.

17. Subrogation

In the event of payment under this Policy to or on behalf of the Insured, the Insurers shall be subrogated to all the Insured's rights of recovery against all persons and organisations and the Insured shall execute and deliver instruments and papers and do all that is necessary to assist in the exercise of such rights.

Notwithstanding the above Insurers agree to waive their rights of subrogation against any party with whom the Named Insured has agreed to waive a right of subrogation under any written contract or agreement but only to the extent required under said written contract or agreement.

18. Certificate of Insurance Issuance Authority

The Overseas Broker has authority to issue a summary of coverage afforded under this policy in the format of a Certificate of Insurance, subject to there being no changes to the information already agreed within the Policy, Risk Details / Policy Schedule.

ADDITIONAL EXCLUSIONS APPLICABLE TO THE POLICY:**POLLUTION EXCLUSION (ABSOLUTE)**

Notwithstanding anything contained to the contrary in Exclusion 13 of the Miller General Broadform this Insurance excludes: (a) liability to pay compensation for Personal Injury or Property Damage caused by or arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants into or upon any property, land, the atmosphere or any watercourse or body of water (including groundwater) (b) liability for any costs or expenses incurred in the preventing, removing, nullifying, or cleaning up any discharge, dispersal, release or escape as described in (a) above. Subject otherwise to the Terms Conditions Limitations and Exclusions of the Polic

MOLESTATION / SEXUAL ABUSE EXCLUSION

The Insurers shall not be liable to indemnify the Insured in respect of or in any way connected with any liability arising out of or in connection with molestation and/or sexual abuse of any kind whatsoever Subject otherwise to the Terms Conditions Limitations and Exclusions of the Polic

ATTACHING TO AND FORMING PART OF THIS CONTRACT:**INSURANCE COUNCIL OF AUSTRALIA'S GENERAL INSURANCE CODE OF PRACTICE**

This Insurance is not subject to the Insurance Council of Australia's General Insurance Code of Practice.

Within the clause set out below, the term 'Wholesale Business', shall carry the meaning ascribed to it within the Insurance Council of Australia's General Insurance Code of Practice.

The following clause applies to 'Wholesale Business':

AUSTRALIAN LITIGATION DISPUTE RESOLUTION ENDORSEMENT

The Insurers hereon agree that:

- (i) In the event of a dispute arising under this Insurance, 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.
- (ii) Any summons notice or process to be served upon the Insurers may be served upon: Lloyd's Underwriters'

General Representative in Australia
Chris Mackinnon
Suite 1603 Level 16
1 Macquarie Place
Sydney NSW 2000

Telephone Number: +61 (0) 2 8298 0700
Mobile: +61 (0) 431 944 132
Email: Christopher.Mackinnon@lloyds.com

who has authority to accept service and to enter an appearance on the Insurer's behalf, and who is directed at the request of the Insured to give a written undertaking to the Insured that he will enter an appearance on the Insurer's behalf.

- (iii) If a suit is instituted against any one of the Insurers, all Insurers hereon will abide by the final decision of such Court or any competent Appellate Court.

The amount of Premium specified herein is the amount due to the Insurers and any commission allowed by them is to be regarded as remuneration of the insurance intermediary placing this Insurance.

In the event of a claim arising under this Insurance notice should be given as soon as reasonably practicable to the insurance intermediary through whom you arranged this insurance in the first instance.

COMMUNICABLE DISEASE EXCLUSION

(For use on liability policies)

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

LMA5396

17 April 2020

CYBER and DATA LIMITED EXCLUSION ENDORSEMENT 1

(Other than Bodily Injury or Property Damage arising out of a Cyber Incident)
(for attachment to International Liability forms)

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy does not apply to any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
 - 1.1 **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**; or
 - 1.2 loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **Data**, including any amount pertaining to the value of such **Data**;
 regardless of any other cause or event contributing concurrently or in any other sequence thereto, unless subject to the provisions of paragraph 5.
2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. This endorsement supersedes any other wording in the Policy or any endorsement thereto having a bearing on a **Cyber Act**, **Cyber Incident** or **Data**, and, if in conflict with such wording, replaces it.
4. If the Underwriters allege that by reason of this endorsement loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.
5. However, clause 1.1 of this Exclusion shall not apply in respect of any actual or alleged liability for and/or arising out of:
 - 5.1 any ensuing third party bodily injury (other than mental injury, mental anguish or mental disease); or

5.2 any ensuing physical damage to or destruction of third party property

resulting from or arising out of a **Cyber Incident**, unless that **Cyber Incident** is caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act**. Nothing contained in the foregoing shall provide any coverage for any action taken in controlling, preventing, suppressing or remediating a **Cyber Incident** or a **Cyber Act**.

Definitions

- 6 Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
- 7 Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.
- 8 Cyber Incident** means:
- 8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- 8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.
- 9 Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

LMA5469

4 November 2020

SANCTIONS LIMITATION CLAUSE

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, United Kingdom or United States of America.

LMA3100A

5 October 2023

PARTICIPATION EXCLUSION (WITH WRITE BACK)

The Insurers shall not be liable to indemnify the Insured in respect of or in any way connected with any liability for:

- a. Personal Injury to any Participant, including Personal Injury caused by any other Participant;
- b. Damage to Property of any Participant, including Damage caused by any other Participant,

whilst engaged in any sporting, social, recreational or racing activity organised by or taking place at the insureds property/premises.

However, this Exclusion does not apply to Personal Injury to any Participant while engaging in approved & rated events up to the applicable sub-limit for Participant cover detailed in the schedule being AUD 1,000,000 any one occurrence, and AUD 2,500,000 in the aggregate for the policy period.

For the purposes of this Exclusion,

'Participant' shall mean any member, temporary player, driver, official and/or any other person actively engaged in any sporting, social, recreational, racing activity or any activity of a sporting nature Subject otherwise to the Terms Conditions Limitations and Exclusions of the Policy.

NAMED INSURED (MEMBERS)

Named Insured is amended to include any person or organization (herein referred to as “Member/Affiliated Club”), as an Insured, but only for liability arising out of or in connection with the Policyholder’s Business.

Provided always that indemnity shall not apply to liability:

- (a) Assumed by the Member/ Affiliated Club under a contract or agreement which would not have attached in the absence of the contract or agreement;

CERTIFICATE ISSUANCE

It is noted and agreed that insurers hereby authorise Australia Underwriting to issue a Certificate of Insurance to each member of the Insured named in the Declarations, but only with respect to liability arising out of the operations of the member named on the certificate.

Any certificate of insurance issued in connection with this Policy shall be issued solely as a matter of convenience or information for the addressee(s) or holder(s) of said certificate of insurance, except where any additional Insured(s) are named pursuant to the provisions of said certificate of insurance.

The existence of more than one insured or additional Insured shall in no way increase the limits of liability provided by this Policy.

OTHER INSURANCE CONDITION

If other valid and collectible insurance is available to the Insured for a loss the Insurers cover under this Policy, the Insurers obligations are limited as follows: (a) Insurers will indemnify the Insured for the amount of any such loss that exceeds the limit of indemnity provided by the other policy of insurance; or (b) Insurers will indemnify the Insured for liability that is not covered by the other policy of insurance because the scope of cover provided by such other insurance is narrower than the scope of cover provided by this Policy

HEAD GEAR CONDITION

It is understood and agreed that the Insured and any of the Insureds employees:

- (a) must wear certified protective head gear while participating in all activities;
- (b) must ensure that all participants engaging in the Insureds activities or in activities on the Insureds behalf will wear certified protective head gear; and
- (c) and must ensure that all employees and participants engaging in the Insureds activities will comply with all relevant Australian standards relating to head gear

Failure to comply with any of the above Conditions could adversely affect the insurance provided by this Policy or any claim the Insured may make.

Security Details

(RE)INSURERS' LIABILITY:

(Re)Insurer's liability several not joint

The liability of an Insurer under this contract is several and not joint with other Insurers party to this contract. An Insurer is liable only for the proportion of liability it has underwritten. An Insurer is not jointly liable for the proportion of liability underwritten by any other Insurer. Nor is an Insurer otherwise responsible for any liability of any other Insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an Insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an Insurer Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other Insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each Insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) 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 under this contract underwritten by each Insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) 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.

LMA3333

21 June 2007

ORDER HEREON:

100% of 100%

BASIS OF WRITTEN LINES:

Percentage of Whole

BASIS OF SIGNED LINES:

Percentage of Whole

**SIGNING
PROVISIONS:**

In the event that the written lines hereon exceed 100% of the order, any lines written "to stand" will be allocated in full. All other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order, without further agreement of any of the (re)insurers.

However:

- a) in the event that the placement of the order is not completed by the commencement date of the period of insurance, then all lines written by that date will be signed in full;
- b) the disproportionate signing of insurers' lines can be affected without further specific agreement of insurers, providing that any such variation is made prior to the commencement date of the period of insurance, and that lines written "to stand" may not be varied without the documented agreement of those insurers.
- c) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the insured and all insurers whose lines are to be varied. The variation to the contracts will take effect only when all such insurers have agreed, with the resulting variation in signed lines commencing from the date set out in the agreement.

WRITTEN LINES:**Mode of Execution Clause**

This contract and any changes to it may be executed by:

- a) electronic signature technology employing computer software and a digital signature or digitiser pen pad to capture a person's handwritten signature in such a manner that the signature is unique to the person signing, is under the sole control of the person signing, is capable of verification to authenticate the signature and is linked to the document signed in such a manner that if the data is changed, such signature is invalidated;
- b) a unique authorisation provided via a secure electronic trading platform;
- c) a timed and dated authorisation provided via an electronic message/system;
- d) an exchange of facsimile/scanned copies showing the original written ink signature of paper documents;
- e) an original written ink signature of paper documents (or a true representation of a signature, such as a rubber stamp).

The use of any one or a combination of these methods of execution shall constitute a legally binding and valid signing of this contract. This contract may be executed in one

or more of the above counterparts, each of which, when duly executed, shall be deemed original.

AUSTRALIAN DISPUTE RESOLUTION

This Insurance is not subject to the provisions of the Insurance Council of Australia's General Insurance Code of Practice.

Complaints and disputes

If you have any concerns or wish to make a complaint in relation to this policy, our services or your insurance claim, please let us know and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure. Please contact Australia Underwriting/Brokers in the first instance:

Australia Underwriting Pty Ltd
 Email: complaints@australiaunderwriting.au
 Toll Free: 1300 287 475 (AU RISK)
 Level 14, 333 Collins Street
 Melbourne 3000

We will acknowledge receipt of your complaint and do our utmost to resolve the complaint to your satisfaction within 10 business days.

If we cannot resolve your complaint to your satisfaction, we will escalate your matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited
 Email: ldraustralia@lloyds.com
 Telephone: (02) 8298 0783
 Post: Suite 1603 Level 16,
 1 Macquarie Place, Sydney NSW 2000

A final decision will be provided to you within 30 calendar days of the date on which you first made the complaint unless certain exceptions apply.

You may refer your complaint to the Australian Financial Complaints Authority (AFCA), if your complaint is not resolved to your satisfaction within 30 calendar days of the date on which you first made the complaint or at any time. AFCA can be contacted as follows:

Telephone: 1800 931 678
 Email: info@afca.org.au
 Post: GPO Box 3 Melbourne VIC 3001
 Website: www.afca.org.au

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If your complaint is not eligible for consideration by AFCA, you may be referred to the Financial Ombudsman Service (UK) or you can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to you.

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:

*Lloyd's Underwriters' General
 Representative in Australia*

*Suite 1603 Level 16
 1 Macquarie Place
 Sydney NSW 2000*

who has authority to accept service 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.

In the event of a claim arising under this Insurance notice should be given as soon as possible to:

Australia Underwriting Pty Ltd
 Email: Claims@australiaunderwriting.au
 Toll Free: 1300 287 475 (AU RISK)
 333 Collins Street Level 14 Melbourne
 3000

Explanatory Note (not forming part of this [document]):

1. *It is not compulsory for the Lloyd's General Representative to accept service on behalf of Underwriters. If Underwriters require a local law firm to be named as authorised to accept service, their details should replace those in italics above. This [document] is for use in respect of insurance business not within the scope of the Australian General Insurance Code of Practice.*
2. *This wording replaces NMA1854, LMA5135, LMA5136 and LMA5137.*

IMPORTANT NOTICE

MATERIAL FACTS

It is your duty to disclose, on behalf of your client, all material facts to insurers via us. Neither we nor the insurer is obliged to make enquiries and you must advise your client of the requirement to disclose all material information to insurers before the contract is concluded, at the time of any variation of the contract and upon renewal. You must also advise your client of the requirement to advise any such facts or changes to such facts during the currency of the contract, as these may also need to be disclosed. A material fact is a fact which may influence an insurer's judgement in their assessment of a risk, including its terms and pricing. If you are in any doubt as to whether a fact is material, we recommend that it be disclosed. Failure to disclose material facts may entitle insurers to avoid the contract from inception.

WARRANTIES

We would draw your attention to any warranties detailed in this placement. Any breach of a warranty may prejudice your rights under the contract and it may entitle insurers to terminate the contract from the date of that breach or some instances from inception. Please note warranties may exist in the contract using other terminology and without reference to the word "warranty".

CONDITIONS PRECEDENT

Please ask the insured to take particular note of any conditions precedent that appear in the contract.

If a condition precedent to the validity of this contract or the commencement of the risk is not complied with, the insurer will not come on risk. If a condition precedent to the insurer's liability under this contract is not complied with, the insurer will not be liable for the loss. A condition precedent may exist in the contract using other terminology and without reference to the words "conditions precedent".

SUBJECTIVITIES

If the cover provided is granted by insurers subject to certain requirements, failure to comply may result in cover not being in place.

PREMIUM PAYMENT

Premium is due to Insurers 30 days from inception; to satisfy premium settlement terms set by Insurers, Australia Underwriting should be in receipt of cleared funds in advance of when the premium is due to Insurers.

Please contact us immediately if the insured is unable to comply with any warranty, condition precedent or subjectivity, or ask us if they require any further clarification.

END OF DOCUMENT

THIS POLICY HAS BEEN PLACED THROUGH

Australia Underwriting Pty Ltd
ABN 36 644 863 267 | AFSL 539612
333 Collins Street Level 14, Melbourne, Australia

Australia Underwriting Pty Ltd is an underwriting agency who has placed the policy through Lloyd's Intermediary with:

Certain Underwriters at Lloyd's of London
1 Lime Street, London EC3M 7HA UK

REMUNERATION

We are normally remunerated by commission or brokerage earned on insurance policies placed and/or by a fee negotiated and agreed with you. Unless we have specifically agreed otherwise, and subject to regulatory requirements, we earn our entire brokerage or commission or fees when we place the insurance policy for you.

As this remuneration is earned on placement, we will be entitled to retain it (or to receive it where unpaid) even if insurance policies placed by us are subsequently terminated, amended or cancelled. You may not get back the full amount you paid.

DUTY OF DISCLOSURE NOTICE (AUSTRALIA) (Written Notice for Contracts of general insurance, other than eligible contracts) Your duty of disclosure

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

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract. You do not need to tell us anything that:

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

If you do not tell us something

- If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.
- If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.



**AUSTRALIA
UNDERWRITING**

Insurance | Risk Management | Reinsurance

ABN 36 644 863 267 | AFSL 539612

AU PROPERTY & CASUALTY DIVISION:

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AU - Insurance Placements Made Easy, Our Business