

GENERAL LIABILITY BROADFORM INSURANCE

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 total aggregate limit of the Insurers liability 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 in addition to the Limit of Liability expressed in the Schedule:

- (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
- (d) 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.

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:
 - (1) Personal Injury, Property Damage directly or indirectly caused by the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants
 - (2) 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:
 - (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 privacycommitted 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, hovercraft, craft or thing designed to transport persons or property in or through the air or space.
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 the business stated in the Schedule and shall include the activities of any canteen, social, sports, welfare, and/or child care organisation or first aid, medical, fire or ambulance services.
5. **"Excess"** means the first amount payable (including in respect of Supplementary Payments) by the Insured in respect to each Occurrence.

6. **"Insured"** means:

- (a) the Named Insured stated in the Schedule.
- (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 Business
- (c) any director, executive officer, employee, partner or shareholder of the Named Insured, or of any company designated in paragraph (b) above, but only while acting within the scope of their duties in such capacity
- (d) any principal in respect of the liability of such principal arising out of the performance by the Named Insured, or by any company designated in paragraph (b) above, of any written contract for the performance of work for such principal, where such contract expressly obliges such Insured to provide insurance of the type provided by this Policy and then only to the extent required by such contract
- (e) any other party who enters into a written contract with the Named Insured, or any company designated in paragraph (b) above, for any purpose of the Business, where such contract expressly obliges such Insured to provide insurance of the type provided by this Policy and then only to the extent required by such contract
- (f) any incorporated or unincorporated association or organisation including their office bearers and members organised by the Insured (other than an Insured designated in definition 6(d) or 6(e)) or their employees with the consent of the 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.

7. **"Insured's Products"**

means anything, including any packaging or container thereof (after it has ceased to be in the possession or control of the Insured) manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, repaired, serviced, treated, sold, supplied, resupplied or distributed by the Insured including all previously supplied products.

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

9. **"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 11.(e) of the definition of Personal Injury.

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

11. **"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.

12. **"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.
13. **"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
14. **"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.
15. **"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
16. **"Public Liability"** means liability covered by this Policy but does not include Products Liability, Advertising Liability or Pollution Liability
17. **"Schedule"** means New Policy Schedule, Renewal Schedule or Endorsement Schedule issued by the Insurers.
18. **"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).
19. **"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.
20. **"Watercraft"** means any powered vessel, craft or thing made or intended to float on or in or travel on or through water.

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 during the Period of Insurance, provided always that:
 - (1) there is no material change in the Insured's business activities
 - (2) the turnover of such newly formed or acquired entities or joint ventures does not exceed 10% of the Insured's turnover at inception.
- (b) If newly formed or newly acquired entities fall outside the criteria mentioned in (1) or (2) 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 Insured in respect of any Occurrence arising out of contractually assumed liability over and above the statutory requirements, provided that sole conduct & control of the claim is vested with Insurers.

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 notified to Insurers
- (3) this Extension shall not apply to:
 - (i) liability assumed under contract
 - (ii) 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 7 Employer's 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

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. 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

7. Employer's 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, where the Insured:
 - (1) is indemnified or entitled to be indemnified (either in whole or in part) 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 licence to self insure) arranged (whether required by law or not) in accordance with any workers' compensation legislation or accident compensation legislation; or
 - (2) 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.

8. Excess

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

9. Faulty Workmanship

liability for the cost of re-performing, completing, correcting or improving any work done or undertaken by the Insured

10. Fines and Punitive Damages

liability for fines, penalties, punitive or exemplary damages

11. 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, following 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

12. 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

13. 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

(1) is neither expected nor intended by the Insured; and

(2) 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

14. Product Recall and Repair

liability to pay compensation for damages claimed for the withdrawal, inspection, repair, replacement or loss of use of the Insured's Products. 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 6 (Damage to Insured's Products)

15. Professional Liability

liability in respect 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 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

(b) any resulting Personal Injury or Property Damage providing such professional advice or service is not given for a fee

16. 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 the applicable sub-limit detailed in the Schedule

17. Terrorism

- (a) 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.
- (b) 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.
- (c) 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.
- (d) If the Insurers allege that by reason of this exclusion, any loss, injury, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.
- (e) In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

18. 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

The Named Insured may cancel this Policy by giving thirty (30) days' notice in writing to the Insurers.

After cancellation by the Insured the premium for the period to cancellation shall be adjusted on a pro-rata basis and the Insured shall be allowed a return premium of ninety (90) per cent of the premium amount so calculated.

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).

Such cancellation shall take effect at the earlier of the following times:

- (a) 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
- (b) at 4.00 p.m. on the thirtieth (30th) business day after the day on which notification was given by the Insured

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.

4. Claims Control

- (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 endeavours 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 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 Legal Costs incurred with the Insurers written consent to the date of such election, less the Excess and subject always to sub-limited Limit of Indemnity under this Extension.
- (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.

5. Cross Liabilities

Where more than one party comprises the Insured each of the parties shall be considered as a separate and distinct unit 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. Insurance Arranged By Others

If the Insured enters into an agreement with any other party (including but not limited to any principal or contractor) pursuant to which the other party has agreed to provide a policy of insurance which is intended to indemnify the Insured in respect of any liability or loss arising out of the performance of the said agreement then the Insurers will (subject to the terms and conditions of this Policy) only indemnify the Insured for liability or loss not covered by the policy of insurance provided by the other party.

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. Reasonable Care

The Insured shall:

- (a) take all reasonable precautions to:
 - (1) prevent Personal Injury and Property Damage
 - (2) prevent the manufacture, sale or supply of defective products
 - (3) 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.

13. Release

Wherever the Insured is required by contractual agreement to release government or quasi-governmental bodies, landlords or any other parties from liability, such release is allowed without prejudice to this Policy and the Insurers agree to waive any rights and remedies or relief to which they may become entitled by subrogation against such bodies, landlords or other parties.

14. 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.

15. 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.

16. 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 principal where waiver is required under written contract but only in respect of liability for bodily injury and/or Property Damage arising out of the operations performed by the Insured and only to the extent required under said written contract.

17. 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).

18. Principal Controlled Insurance

Where the Insured is entitled to be indemnified under Principal Controlled Insurance (or would be entitled to be indemnified in the event that the Insured made a claim on such Principal Controlled 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
- (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 by reason of the fact that the scope of cover provided by such Principal Controlled 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.

Insurance Council of Australia's General Insurance Code of Practice

This Insurance does not comply with the Insurance Council of Australia's General Insurance Code of Practice.

Within the clauses set out below, the terms 'Retail Business' and 'Wholesale Business', shall carry the meaning ascribed to them within the Insurance Council of Australia's General Insurance Code of Practice.

1. The following clause applies to Retail Business:

AUSTRALIAN NON-LITIGATION DISPUTE RESOLUTION ENDORSEMENT

Any enquiry or complaint relating to this insurance should be referred to the insurance intermediary through whom the Insured arranged this insurance in the first instance. If this does not resolve the matter or you are not satisfied with the way a complaint has been dealt with, the Insured should write to:

Lloyd's Underwriters' General Representative in Australia
Level 9
1 O'Connell Street
Sydney NSW 2000

Telephone Number: (02) 8298 0783
Facsimile Number: (02) 8298 0788
Email: idaustralia@lloyds.com

If the Insured's dispute remains unresolved the Insured may be referred to the Australian Financial Complaints Authority (AFCA). AFCA can be contacted by phone 1800 931 678 or email info@afca.org.au or www.afca.org.au. For other disputes the Insured will be referred to other proceedings for resolution. Details are available from Lloyd's Underwriters' General Representative in Australia at the address above.

2. 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 at the request of the Insured 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
Level 9
1 O'Connell Street
Sydney NSW 2000

Telephone Number: (02) 8298 0753
Facsimile Number: (02) 8298 0788
Email: idaustralia@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 IMMEDIATE NOTICE should be given to the insurance intermediary through whom you arranged this insurance in the first instance.