professional indemnity + broadform liability

CGU

Combined liability package

policy 1 – professional indemnity insurance policy

policy 2 – broadform public and products liability policy

professional indemnity insurance policy

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Section 1
How to read this Insurance Policy

1.1 Some of the words in this insurance **Policy** have special meanings. These meanings can be found in Section 12 of the **Policy** ('Words with special meanings'). If a word has a special meaning, it appears in this **Policy** in bold type and with a capital letter. These words may appear without bold type in endorsements in the **Policy** Schedule.

Section 2
The Insurance Contract

2.1 **We** agree to provide the **Cover** described in this **Policy** upon full payment of the Gross Premium as stated in the **Policy** Schedule.

2.2 Before this **Policy** came into effect, **We** were provided with information by or on behalf of the **Insured** (and those referred to in Section 4.2 of this **Policy**) in the **Proposal**, and perhaps in other ways. **We** have relied on this information to decide whether to enter into this contract and on what terms.

2.3 If any of that information is wrong or false, it may affect entitlement to **Cover** under this **Policy**.

2.4 This **Policy** is in force for the Period of Insurance stated in the Schedule.

2.5 If full payment of the Gross Premium as stated in the Schedule is not made, there is no **Cover**.

Section 3
The Cover We Provide

3.1 The Cover We Provide

We indemnify the **Insured** up to the **Policy Limit** (see Section 5) for any **Civil Liability** to any third party which is incurred by the **Insured** in the conduct of the **Professional Services** and which **Claims**:

(a) are made against the **Insured** (or, those referred to in Section 4.2 of this **Policy**) while this **Policy** is in force; and

(b) **We** are told about in writing as soon as reasonably possible while this **Policy** is in force; and

(c) arise from an act, error or omission on or after the Retroactive Date as stated in the Schedule; and

3.2 The types of Claim We Cover

The **Civil Liability We** provide **Cover** for in this **Policy** includes (but is not limited to) the following types of **Civil Liability Claims** arising in the conduct of the **Professional Services**:

(a) breach of duty (including a duty of confidentiality).

(b) unintentional defamation.

(c) loss of or damage to **Documents** which were in the **Insured's** physical custody or control at the time of loss or damage.

(d) dishonest, fraudulent, criminal or malicious acts or omissions or any breach of fiduciary duty by any person entitled to indemnity under this **Policy** (but there is no **Cover** to that person for these **Claims**).

(e) unintentional infringement of **Intellectual Property**.

(f) unintentional breaches of the Misleading & Deceptive Conduct provisions of Div 2 Part 2 of the Australian Securities and Investments Commission Act 2001, the consumer protection provisions of the Trade Practices Act 1974 and corresponding consumer protection provisions of New Zealand and Australian State Fair Trading legislation (but not for criminal liability in respect of any of these).

(g) breach of warranty of authority committed, by or on behalf of the **Insured**, in good faith and in the belief that appropriate authority was held.

3.3 Employment Practices Liability Cover

Notwithstanding Section 6.9, **We Cover** the **Insured**, and each **Employee** (subject to the **Specific Cover Limit** set out in the Schedule for 'Employment Practices Liability' and the special provisions in Section 9 of this **Policy**), for **Claims** brought against the **Insured** or an **Employee** (including **Claims** brought by principals, partners, directors, officers and employees, contract or temporary workers of the **Insured**) for that **Loss** which the **Insured** is legally obliged to pay arising from:

(a) discrimination against any **Employee**, former **Employee** or applicant for employment because of race, colour, age, sex, disability, pregnancy, marital status, sexual orientation, sexual preference or otherwise;

(b) wrongful dismissal of any **Employee**;

(c) workplace harassment (whether sexual or otherwise) of an **Employee**;

(d) breach of an implied term of an oral or written employment contract;

(e) wrongful demotion, failure to promote, wrongful deprivation of career opportunity, wrongful discipline, negligent evaluation or failure to grant tenure of employment to an **Employee**;

(f) wrongful refusal to employ a potential **Employee**;

(g) defamation arising from employment related matters;

(h) misleading misrepresentation or advertising as to the terms and conditions of employment;

(i) denial of natural justice to an **Employee** in respect of any issue concerning his or her employment.

If no **Specific Cover Limit** is indicated in the Schedule for 'Employment Practices Liability', then no **Cover** is provided by this **Policy** for 'Employment Practices Liability'.

3.4 Claim Investigation Costs

We also pay in addition to the **Policy Limit** (but only up to an amount equal to the **Policy Limit**) **Claim Investigation Costs.**

We only pay these, however, if either:

(a) **We** incur them; or

(b) the **Insured** incurs them after first obtaining **Our** agreement in writing and the costs and expenses are in **Our** view reasonable and necessary.

We are not obliged to defend, or to continue to defend, any **Claim** (or **Covered Claim**) or pay, or continue to pay, any costs or expenses associated with such defence, once the **Policy Limit** has been exhausted.

3.5 Enquiries

For those **Enquiries** of which the **Insured** first becomes aware and of which **We** are told about in writing as soon as reasonably possible while this **Policy** is in force, **We Cover** the **Insured** and **Employees** of the **Insured** (subject to the terms of Section 4.2 of the **Policy**) for the following (subject to the **Specific Cover Limit** set out in the Schedule for 'Enquiries'):

Cover is provided for legal costs and expenses (incurred with **Our** prior written approval and which in **Our** view are reasonable and necessary) for the representation of the **Insured** at any **Enquiry**. This **Cover** does not extend to paying the **Insured's** regular or overtime wages, salaries or fees, or those of the **Insured's Employees**.

If no **Specific Cover Limit** is indicated in the Schedule for 'Enquiries', then no **Cover** is provided by this **Policy** for **Enquiries**.

3.6 Continuous Cover

We Cover the **Insured**, for any **Claim** otherwise **Covered** by this **Policy**, arising from a **Known Circumstance** (notwithstanding Section 6.1 of this **Policy**) if:

(a) There has been no fraudulent non-disclosure or fraudulent misrepresentation in respect of such **Known Circumstance**; and

(b) **We** were the professional liability insurer of the **Insured** when the **Insured** first knew of such **Known Circumstance**; and

(c) **We** continued without interruption to be the **Insured's** professional liability insurer up until this **Policy** came into effect; and

(d) Had **We** been notified by the **Insured** of the **Known Circumstance** when the **Insured** first knew of it, the **Insured** would have been **Covered** under the policy in force at that time but is not now entitled to be **Covered** by that policy, and the **Insured** would (but for Section 6.1 of this **Policy**) otherwise be **Covered** under this **Policy**; and

(e) Neither the **Claim** nor **Known Circumstance** have previously been notified to **Us** or to any other insurer.

If the **Insured** was entitled to have given notice under any other policy of insurance and thereby have an entitlement to indemnity, in whole or in part, then this Continuous Cover extension does not apply to provide indemnity under this **Policy**.

We may reduce the amount **We** pay out under this provision by the amount of any prejudice **We** may suffer in consequence of any delayed notification to **Us**.

The **Policy Limit** of the **Cover We** provide under this provision is the lesser available under the

terms of the policy in force at the earlier time referred to in paragraph (c) above, or under this **Policy**. The terms of this **Policy** otherwise apply.

3.7 Claims Preparation Costs

We also pay all reasonable and necessary out of pocket costs incurred by the **Insured** at **Our** request in the preparation of a defence to a **Claim Covered** by this **Policy** up to an aggregate amount of $25,000 (which is included within and not in addition to the **Policy Limit**) in respect of all **Claims Covered** by this **Policy**.

Notwithstanding 7.12(b) the **Excess Covered** by this Section 3.7 will be $1,000.

Payments provided under this Section 3.7, shall not include any **Claims Investigation Costs**.

3.8 Advancement of Claims Investigation Costs

If **We** elect not to take over and conduct the defence or settlement of any **Claim**, **We** will pay all **Claims Investigation Costs** provided that:

(a) **We** have not already denied indemnity under the **Policy**; and

(b) **Our** written consent is obtained prior to the **Insured** incurring such **Claims Investigation Costs** (such consent not to be unreasonably withheld).

We reserve the right to recover any **Claims Investigation Costs** paid under this Section 3.8 from the **Insured** or others **Covered** by this **Policy**:

(i) if the **Insured** makes an admission in writing of any fraudulent, dishonest, malicious or intentional conduct; or

(ii) in the event and to the extent that it is subsequently established by judgment or other final adjudication, that the **Insured** was not entitled to **Cover** under this **Policy**.

3.9 Compensatory Penalties

Notwithstanding Exclusion 6.10, **We Cover Claims** for compensatory civil penalties. **Our** total liability for the payment of compensatory civil penalties under the **Policy** shall not exceed $250,000 in the aggregate, which is included within and not in addition to the **Policy Limit**.

However, **We** will not be liable to **Cover** the **Insured** for any compensatory civil penalty:

(a) for which **We** are legally prohibited at law from indemnifying the **Insured**;

(b) based upon, attributable to or in consequence of any:

(i) wilful, intentional or deliberate failure to comply with any lawful notice, direction, enforcement action or proceeding under any legislation; or

(ii) gross negligence or recklessness; or

(iii) requirement to pay taxes, rates, duties, levies, charges, fees or any other revenue charge or impost.

3.10 Run-off Cover for Insured until the end of the Policy period

In the event that a **Run-Off Event** occurs to an entity which is **Covered** by this **Policy** either before or during the Period of Insurance stated in the Schedule, the **Cover** provided by this **Policy** with respect to such entity shall continue until the expiry date of this **Policy** in respect of any **Claim** otherwise **Covered** by this **Policy** arising from any act, error or omission prior to the date of the **Run-Off Event**.

For the purposes of this Section 3.10, "**Run-Off Event**" means an **Insured** entity ceasing to exist or operate, or being disposed of or merged with or acquired by another entity.

Section 4
Who is Covered

4.1 Insured

We Cover the **Insured** named in the Schedule (and as defined in Section 12 of the **Policy**) for **Claims** or losses and costs of the type and on the basis specified in Section 3, arising from the conduct of the **Professional Services** by or on behalf of the **Insured**.

The conduct of the **Professional Services** by or on behalf of the **Insured** includes, for the purpose of this **Policy**, acts, errors or omissions of agents or consultants of the **Insured** while undertaking work which is reasonably incidental to the conduct by the **Insured** of the **Professional Services** and for which the **Insured** is liable. Such agents and consultants, however, are not **Covered** by this **Policy**.

4.2 Others

In addition, **We Cover** the following for **Claims** or losses and costs of the type and on the basis specified in Section 3 of this **Policy**:

(a) **Employees (and former Employees)**

Employees (and former **Employees**) of the **Insured** in respect of **Civil Liability** arising from the conduct of the **Professional Services** but not in respect of **Claims** or losses under Section 3.2(d) of this **Policy**, (Dishonest, fraudulent, criminal or malicious acts or omissions or breach of fiduciary duty).

(b) **Principal's Incoming**

Notwithstanding Section 6.3(e) **Principals** of the **Insured** in respect of **Civil Liability** arising in their capacity as a **Principal** of a prior professional practice, disclosed in the **Proposal**, (practicing in the same professional discipline as the **Professional Services**).

(c) **Prior Corporate Entities**

Corporate entities through which the **Insured** previously traded, in the course of the conduct of the **Professional Services**.

This extension of **Cover**, however, is subject to receipt by **Us**, at the time of any such **Claim**, of an express written request from the named **Insured** under the **Policy** to so extend the **Policy Cover**.

(d) **Mergers and Acquisitions**

Entities (practicing in the same professional discipline as the **Professional Services**) which are merged with or acquired by the **Insured** while this **Policy** is in force. This **Cover** is only for a maximum of thirty days from the date of the merger or acquisition (or until the **Policy** expires if that is sooner). **We** may agree to extend this period (subject to additional premium) after receipt of a satisfactory underwriting submission in respect of the merged or acquired entity. The Retroactive Date for such **Cover** is deemed to be the date of the merger or acquisition by the **Insured** unless **We** otherwise agree in writing.

We only provide **Cover** to the persons, firms or incorporated bodies described in Section 4.2 (a) to (d) above if the persons, firms or incorporated bodies claiming the coverage each agree in writing within a reasonable time of notification of the **Claim** or circumstance to **Us**:

(i) to be bound by this **Policy**; and

(ii) to be liable individually, and together with the **Insured**, for paying the **Excess** (or any other payment due to **Us** under this **Policy**) in respect of any **Cover** provided to them under this **Policy**.

4.3 Cover to Estates and Legal Representatives

If an **Insured**, or anyone entitled to **Cover** under this **Policy**, dies or becomes legally incompetent or insolvent, **We Cover** the estate, legal representative or assigns of the **Insured**, or the party entitled to **Cover**, to the same extent as **Cover** would otherwise be available to the **Insured**.

4.4 Joint Venture

If the name of a **Joint Venture** is included in the Schedule, under '**Joint Ventures**', then **We Cover** the **Insured** for the **Insured's** individual and joint liability in respect of that **Joint Venture** as otherwise **Covered** by this **Policy**. If the name of the **Joint Venture** is not included in the Schedule under '**Joint Ventures**', then **We Cover** the **Insured** only for the **Insured's** individual liability as otherwise **Covered** by this **Policy** (and not for the **Insured's** joint liability).

Section 5
Limits to the amount of Cover

5.1 The Policy Limit

The **Policy Limit** applies to any one **Claim** and, subject to this Section 5, applies to the total of all **Claims Covered** by this **Policy**.

5.2 Reinstatement of the Policy Limit

The **Policy Limit** is the maximum amount **We** will indemnify the **Insured** for in respect of any one **Claim**. Subject to the following limitations, **We** will provide indemnity to a maximum of twice the **Policy Limit** for all **Claims Covered** by this **Policy**.

(a) **Limits on reinstatement**

However:

(i) **We** do not provide indemnity for an amount in the aggregate more than the **Specific Cover Limits** for losses under Section 3.5, 'Enquiries' or for **Claims** under Section 3.3, 'Employment Practices Liability Cover'.

(ii) the aggregate indemnity under this **Policy** shall not exceed the **Policy Limit** for any one **Claim** or series of **Claims** (including **Covered Claims**) arising from the same acts, errors or omissions.

(iii) if there is extra insurance in excess of the limit of this **Policy**, then indemnity in excess of one **Policy Limit** (up to a maximum of twice the **Policy Limit**) is only available for so much of the liability (otherwise **Covered** by this **Policy**) which is not **Covered** by the extra insurance.

(b) **Limit of Cover for Claim Investigation Costs**

Where indemnity is provided under this **Policy** for any **Claim** then **Claim Investigation Costs** are paid in respect of that **Claim** up to an amount equal to the **Policy Limit** in accordance with Section 3.4 of this **Policy**. The aggregate amount **We** pay for **Claim Investigation Costs** for or in respect of all **Claims Covered** by this **Policy** does not exceed an amount equal to twice the **Policy Limit**.

5.3 Cover for Claim Investigation Costs if the Policy Limit is exceeded

If the amount that has to be paid to dispose of a **Claim** exceeds the **Policy Limit**, then **We** only pay for the same proportion of the **Claim Investigation Costs** as the **Policy Limit** bears to the amount to be paid to settle the **Claim**. But **We** never pay more than the **Policy Limit**.

5.4 Limit if multiple persons insured

The **Policy Limit** does not increase if there is more than one person, firm or incorporated body insured under this **Policy**, or if more than one insured person causes or contributes to the **Claim**.

5.5 Specific Cover Limits

If the Schedule indicates any **Specific Cover Limits** for specific types of **Cover** under this **Policy**, then these **Specific Cover Limits** apply only to **Claims** under that **Specific Cover**. The **Policy Limit** itself still applies to all other **Claims** individually and to the total of all **Claims** added together (including **Claims** for which **Specific Cover Limits** apply, which are included within and not in addition to the **Policy Limit**).

5.6 GST Input Tax Credits

Where and to the extent that **We** are entitled to claim an Input Tax Credit for a payment made under the **Policy**, then any monetary limit in the **Policy** on **Our** obligation to make a payment of this kind, shall be deemed to be net of **Our** entitlement to the Input Tax Credit.

Where and to the extent that the **Insured** is entitled to claim an Input Tax Credit for a payment required to be made by the **Insured** as an **Excess**, then the monetary limit of the **Excess** shall be deemed to be net of the entitlement of the **Insured** to the Input Tax Credit.

Section 6
What is not Covered

We do not provide **Cover** for any of the following **Claims**, (or losses or liabilities) or any associated costs:

6.1 Known Claims and Known Circumstances

(a) known **Claims** (or losses) as at the inception date of this **Policy**; or

(b) **Claims** (or losses) arising from a **Known Circumstance**; or

(c) **Claims** (or losses) directly or indirectly based upon, attributable to, or in consequence of any such **Known Circumstance** or known **Claims** (or losses); or

(d) **Claims** (or losses) disclosed in the **Proposal** or arising from facts or circumstances disclosed in the **Proposal**; or

(e) to the extent that the **Policy** is endorsed or amended mid term, for any **Claim** that arose from a **Known Circumstance** (as at the effective date of the amendment/ endorsement) to the extent that that **Claim** would not have been covered by the **Policy** before such amendment/endorsement.

6.2 Foreign Courts

Claims:

(a) first brought in a court outside Australia or New Zealand (or outside any country specified in the 'Jurisdictional Limits' in the Schedule); or

(b) brought in a court within Australia or New Zealand to enforce a judgment handed down in a court outside Australia or New Zealand; or

(c) where the proper law of a country other than Australia or New Zealand (or any country specified in the 'Jurisdictional Limits' of the Schedule) is applied to any of the issues in any **Claim** or loss **Covered** by this **Policy**.

6.3 Assumed duty or obligation

Claims:

(a) alleging a liability under a contractual warranty, guarantee or undertaking (unless liability would have existed regardless of the contractual warranty, guarantee or undertaking); or

(b) about circumstances where a right of contribution or indemnity has been given up by an **Insured**; or

(c) about circumstances where someone has done work or provided services under an arrangement or agreement with the **Insured** which limits any potential right for the **Insured** to receive contribution or indemnity from that person; or

(d) arising from any **Civil Liability** which the **Insured** agrees to accept outside that which is normal in the course of the conduct of the **Professional Services**; or

(e) arising from any business not conducted for or on behalf of the **Insured** firm or incorporated body.

6.4 Related parties

Claims:

(a) against the **Insured** by or on behalf of:

(i) any person, firm or incorporated body **Covered** by this **Policy**; or

(ii) any company or trust which is operated or controlled by an **Insured** or an **Insured's Employees**, nominees or trustees, and in which an **Insured** has a direct or indirect financial interest; or

(iii) any other person, firm or incorporated body having control of over 10% or more of the voting shares or rights or an executive role in the operation of the **Insured**.

(b) By or on behalf of the **Insured** and / or any person or entity entitled to be **Covered** under this **Policy**, against any person, firm and or incorporated body entitled to be **Covered** by this **Policy**.

6.5 Refund of Professional Fees and Trading Debts

Claims:

(a) for refund of professional fees or charges (by way of damages or otherwise); or

(b) for the costs and expenses incurred by or on behalf of the **Insured** in complying with any contractual obligations or making good any faulty product; or

(c) arising directly or indirectly from the provision of cost guarantees, estimates of probable costs, estimates of probable financial savings or contract price or cost estimates being exceeded; or

(d) arising from a liability to pay trading debts, trade debts or the repayment of any loan.

6.6 Profit

Loss or expense incurred by the **Insured** by or on behalf of the **Insured** (other than as **Covered** by Sections 3.4 and 3.5 of this **Policy**) which is not a liability to a third party. In particular, there is no indemnity or **Cover** under this **Policy** for any component of profit derived or derivable by the **Insured** from the sale or supply of any goods, services or rights by or on behalf of the **Insured**.

6.7 Insolvency

Claims directly or indirectly arising out of or in any way connected to the **Insured's** insolvency, bankruptcy or liquidation.

6.8 Goods & Workmanship

Claims:

(a) directly or indirectly arising from the manufacture, installation, assembly, processing, sale, supply or distribution of goods or products by or on behalf of the **Insured**; or

(b) directly or indirectly arising from workmanship in manufacture, fabrication, construction, erection, installation, assembly, alteration, servicing, remediation, repair, demolition or disassembly (including any materials, parts or equipment furnished in connection therewith) by or on behalf of the **Insured**; or from supervision of such workmanship by an **Insured**.

6.9 Employers, Liability, Directors' & Officers' Liability, Occupier's Liability, Motor, Marine, etc

Claims:

(a) Directly or indirectly based upon, attributable to or in consequence of the **Insured's** liability as an employer; or

(b) arising out of or in respect of actual or alleged unlawful discrimination (or other unlawful act, error or omission) by any **Insured** against any employee or employment applicant; or

(c) (if an **Insured** is either an incorporated body or a director or officer of an incorporated body) arising from any act, error or omission of a director or officer of that incorporated body while acting in that capacity; or

(d) arising from occupation (or alleged occupation) of land or buildings by an **Insured**; or

(e) arising from or in respect of an **Insured's** liability as an owner or operator of any aircraft, marine craft or motor vehicles of any kind.

6.10 Punitive & Exemplary Damages

Claims for punitive, aggravated or exemplary damages or for fines or penalties. In addition, this **Policy** does not provide **Cover** for any investigation or defence costs associated with such **Claims**.

6.11 Intentional Damage

(a) **Claims** arising from acts, errors or omissions by the **Insured** or any person entitled to indemnity under this **Policy** with the intention of causing a third party loss, damage or injury, or with reckless disregard for the consequences; or

(b) any wilful breach of any statute, contract or duty by an **Insured** or any person entitled to indemnity under this **Policy**.

6.12 Deregistration

In so far as the **Insured** is required by law to maintain a statutory registration in order to be entitled to practice or provide the **Professional Services**, **Claims** arising from acts, errors or omissions by or of behalf of the **Insured** subsequent to the cancellation or suspension of such statutory registration.

6.13 Asbestos

Claims which would not have arisen but for the existence of asbestos.

6.14 Radioactivity & Nuclear Hazards

Claims arising from:

(a) ionising radiations or contamination by radioactivity from any nuclear material; or

(b) the hazardous properties of any nuclear explosive, assembly or component.

6.15 War & Uprisings

Claims arising directly or indirectly from:

(a) war, invasion, acts of foreign enemies, civil or military uprisings, hostilities (even if war is not declared), or government power being taken unlawfully; or

(b) property being taken, damaged or destroyed by a government or public or local authority.

6.16 Terrorism

Claims directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:

(a) any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage, illness, injury, death, cost or expense; or

(b) any action in controlling, preventing, suppressing, retaliating against, or responding to any act of **Terrorism**.

6.17 Pollution

Claims arising directly or indirectly from the discharge, dispersal, release or escape of **Pollutants** into or upon land, the atmosphere, or any water course or body of water.

For the purposes of this Section 6.18, '**Pollutants**' shall mean any solid, liquid, gases or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalines, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

Section 7
Investigation, defence and settlement of Claims

7.1 We must be told about Claims

The **Insured** must tell **Us** in writing about a **Claim** or loss as soon as possible and while this **Policy** is in force. If this is not done the **Insured's** right to **Cover** under this **Policy** may be affected.

7.2 Claims co-operation

Each **Insured** must:

(a) diligently do, and allow to be done, everything reasonably practicable to avoid or lessen the **Insured's** liability in relation to a **Claim** (or **Covered Claim**) or loss otherwise **Covered** by this **Policy**;

(b) immediately give **Us** all the help and information that **We** reasonably require to:

(i) Investigate and defend a **Claim** or loss; and

(ii) Work out **Our** liability under this **Policy**.

7.3 We can protect Our position

When **We** receive a notification of a **Claim**, or of a fact or circumstance which may give rise to a **Claim** which may be **Covered** under this **Policy**, then **We** can take whatever action **We** consider appropriate to protect **Our** position.

This does not, however:

(a) indicate that any **Insured** is entitled to be **Covered** under this **Policy**; or

(b) jeopardise **Our** rights under the **Policy** or at law.

7.4 Disclosure of information to Us in respect of the Cover and the Claim (or Covered Claim)

The solicitors instructed by **Us** to act on behalf of the **Insured** for any **Claim** (or **Covered Claim**) are at liberty to disclose to **Us** any information they receive in that capacity, wherever they obtain it from, including from the **Insured**. By claiming under this **Policy**, the **Insured** (and any person entitled to indemnity under this **Policy**) authorises such solicitors to disclose this information to **Us** and waives all claim to legal professional privilege which might otherwise prevent those solicitors from disclosing this information to **Us**.

7.5 We can manage the Claim (or Covered Claim) on the Insured's behalf

We can:

(a) take over and defend or settle any **Claim** (or **Covered Claim**) in the **Insured's** name; and

(b) claim in the **Insured's** name, any right the **Insured** may have for contribution or indemnity.

7.6 An Insured must not admit liability for or settle any Claim (or Covered Claim)

An **Insured** must not:

(a) admit liability for, or settle any **Claim** (or **Covered Claim**); or

(b) incur any costs or expenses for a **Claim** (or **Covered Claim**) without first obtaining **Our** consent in writing. If **Our** prior consent is not obtained, the **Insured's** right to **Cover** under this **Policy** may be affected.

7.7 Insured's right to contest

If an **Insured** elects not to consent to a settlement that **We** recommend and wants to contest or continue the legal proceedings, then **We** only **Cover** the **Insured** (subject to the **Policy Limit**) for:

(a) the amount **We** could have settled the matter for; less

(b) the relevant **Excess** listed in the Schedule; plus

(c) the **Claim Investigation Costs** calculated to the date the **Insured** elected not to consent to the settlement.

7.8 Senior Counsel

(a) unless a Senior Counsel, that **We** and the **Insured** both agree to instruct, advises that the **Claim** proceedings should be contested, then neither **We** nor the **Insured** can require the other to contest any legal proceedings about a **Claim** if the other does not agree to do so.

(b) in formulating his or her advice, Senior Counsel must be instructed to consider:

(i) the economics of the matter; and

(ii) the damages and costs likely to be recovered; and

(iii) the likely costs of defence; and

(iv) the **Insured's** prospects of successfully defending the **Claim**.

(c) the cost of Senior Counsel's opinion is to be taken as part of the **Claim Investigation Costs**.

(d) if Senior Counsel advises that the matter should be settled and if the terms of settlement which **We** recommend are within limits which are reasonable (in Senior Counsel's opinion and in the light of the matters he/she is required to consider), then:

(i) the **Insured** cannot (subject to Section 7.7, **Insured's** right to contest) object to the settlement; and

(ii) the **Insured** must immediately pay the relevant **Excess** or **Excesses** listed in the Schedule.

7.9 Payments to settle potential Claims

Any money **We** pay to settle anything which might give rise to a **Claim**, is taken to be:

(a) a payment to settle a **Claim**; and in addition,

(b) a payment for the purpose of calculating the total of all **Claims** under this **Policy**.

7.10 Recovering money from Employees

We must not recover any amount paid out as a **Claim** or loss under this **Policy** from any **Employee** or former **Employee** of the **Insured** unless the **Claim** or loss arose from serious or wilful misconduct by the **Employee** or former **Employee**.

7.11 Offsetting of costs & expenses the Insured owes Us against what We owe the Insured

If **We** incur costs or expenses above **Our** liability under the **Policy** for **Claim Investigation Costs**, then the **Insured** must pay whatever amount is above that liability immediately **We** ask for it. **We** can offset that payment due from the **Insured** against (and deduct that amount from) any amount **We** must pay to or for the **Insure**d under this **Policy**.

7.12 The Excess

(a) **we** only **Cover** the **Insured** (up to the **Policy Limit**) for that part of the **Covered Claim** above the **Excess**.

(b) there are different **Excesses** that may be applicable, depending on the type of **Covered Claim** involved:

(i) the **Insured** must pay the amount of the **Excess** for Australia and New Zealand Jurisdictions specified in the Schedule if the **Covered Claim** arises under the jurisdiction of an Australian or New Zealand court. The **Insured** must also pay this **Excess** when **We** provide **Cover** for the **Claim Investigation Costs** of this **Covered Claim** if the Schedule states 'Costs inclusive'. There is no **Excess** for **Claim Investigation Costs** when **We Cover** an **Insured** for this **Covered Claim** if the Schedule states 'Costs exclusive'.

(ii) the **Insured** must pay the amount of the **Excess** for other Jurisdictions specified in the Schedule if the **Covered Claim** arises under the jurisdiction of a court other than of Australia or New Zealand. The **Insured** must also pay this **Excess** when **We** provide **Cover** for **Claim Investigation Costs** for this **Covered Claim**.

(iii) the **Insured** must pay the amount of **Excess** for costs of **Enquiries** specified in the Schedule when **We** provide **Cover** for legal costs and expenses associated with an **Enquiry** which **We Cover** under Section 3.5 of this **Policy**.

(iv) the **Insured** must pay the amount of **Excess** for 'Employment Practices Liability' specified in the Schedule when **We** provide **Cover** for an Employment Practices Liability **Claim** which **We Cover** under Section 3.3 of this **Policy**. The **Insured** must also pay this **Excess** when **We** provide **Cover** for **Claim Investigation Costs** for this **Covered Claim**.

(v) the **Insured** must pay only one **Excess** for all **Covered Claims** or losses **Covered** by this **Policy** arising from the same act, error or omission.

(c) in the event of a **Claim**, **Covered Claim** or loss arising from separate acts, errors or omissions, then an **Excess** shall apply in respect of each such act, error or omission.

(d) where the **Excess** is indicated in the **Policy** Schedule as 'Costs inclusive', the amount of the **Excess** is exclusive (ie. net) of any GST payable in respect of legal or similar investigation or defence costs.

7.13 GST Basis of Settlement

Where payment is made under this **Policy** for the acquisition of goods, services or other supply, **We** will reduce the amount of the payment by the amount of any Input Tax Credit that the **Insured** is, or will be, entitled to under A New Tax System (Goods and Services Tax) Act 1999 in relation to that acquisition, whether or not that acquisition is made.

Where payment is made under this **Policy** as compensation instead of payment for the acquisition of goods, services or other supply, **We** will reduce the amount of the 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.

7.14 Loss Prevention

The **Insured** shall, as a condition to **Cover** under this **Policy**, take all reasonable steps to prevent any act, error, omission or circumstance which may cause or contribute to any **Claim** or loss which may be **Covered** under this **Policy**.

7.15 Other Insurance Which May Cover The Risk

The **Insured** must immediately advise **Us** in writing of any insurance already affected or which may subsequently be affected covering, in total or in part and whether absolutely or contingently, the risk, or any part of it, **Covered** by this **Policy**.

7.16 Material Change in the Risk

The **Insured** must immediately advise **Us** in writing of any material change in the risk insured by this **Policy**.

Section 8
Special Provisions for Dishonesty and Fraud

8.1 When the **Claim** under Section 3.2(d), involves theft or misappropriation of money, then **We** only provide **Cover** if:

(a) the **Insured** kept a separate trust account for that money, and the account was audited at least annually by a qualified independent accountant; and

(b) all cheques prepared on that trust account are required to be signed by a **Principal** or two authorised people;

8.2 The **Insured** must take all reasonable precautions to prevent any loss and continue to perform all the supervision, controls, checks and audits declared in the **Proposal**, unless **We** consent to a change.

8.3 **We** deduct from any money **We** pay for a **Claim** or loss under Section 3.2(d):

(a) the amount of any money which the **Insured** would have paid to the fraudulent, dishonest, criminal or malicious person entitled to indemnity under this **Policy**, if they had not been fraudulent, dishonest, criminal or malicious; and

(b) the amount of any money the person referred to in paragraph (a) above which the **Insured** holds (if **We** can do so by law).

8.4 Notwithstanding Section 3.2(d), there is no **Cover** under this **Policy** to any person entitled to indemnity under this **Policy**, for any **Claim** or loss directly or indirectly based upon, or attributable to, or in consequence of any dishonest, fraudulent, criminal or malicious acts or omissions or breach of fiduciary duty of which the **Insured** or that person had knowledge, or had reason to suspect, at or prior to the time of such acts or omissions or breach, and failed to take any reasonable action to prevent such dishonest, fraudulent, criminal or malicious acts or omissions or breach of fiduciary duty or any loss arising therefrom.

8.5 There is no **Cover** under this **Policy** for any **Claim** or loss arising from or related to any dishonest, fraudulent, criminal, malicious acts, errors or omissions or breach of fiduciary duty other than pursuant to Section 3.2(d) of this **Policy**.

Section 9
Additional Special Provisions for Employment Practices Liability Cover

9.1 Loss

In relation to Section 3.3, 'Employment Practices Liability Cover' only, '**Loss**' means the amount payable in respect of a **Claim** made against the **Insured** and any of its **Employees** under a contract of service and shall include damages, judgments, settlements, interest, costs, defence costs and back pay where reinstatement by a court or tribunal is ordered. **Loss** excludes any amount which the **Insured** is or was required to pay pursuant to a specific obligation imposed under a contract of employment, employment agreement, or pursuant to statute, award or otherwise.

9.2 Claim

In relation to Section 3.3, 'Employment Practices Liability Cover' only, '**Claim**' means the receipt by the **Insured** of:

(a) any originating process (in a legal proceeding or arbitration), cross claim or counter claim or third party or similar notice claiming compensation against the **Insured**; or

(b) any written demand from a third party claiming compensation against the **Insured**.

9.3 Special Exclusions

In relation to Section 3.3, 'Employment Practices Liability Cover' only, **We** do not **Cover** any of the following **Claims** (or losses or liabilities) or legal proceedings or any associated costs:

(a) **Strikes, lock-outs etc**

Claims brought about by, contributed to by, or which involve acts committed during or in connection with any industrial dispute (whether between employer and **Employee** or between **Employees** or their unions or generally), strike, picket, lock-out, go slow or work to rule action;

(b) **Insolvency**

Claims brought after the appointment of any liquidator, receiver and manager, official manager, administrator, official trustee in bankruptcy, or trustee administering a compromise or scheme of arrangement of the **Insured** but this exclusion is not to apply to **Claims** notified prior to the appointment;

(c) **Workers Compensation/Occupational Health and Safety Legislation**

Claims brought about by, contributed to by or which involve claims arising under, or pursuant to, or in relation to any Workers' Compensation or Occupational Health and Safety Acts or similar legislation;

(d) **Bodily Injury**

Claims arising from bodily injury (except emotional distress or mental anguish), sickness, disease or death of any person;

(e) **Physical Modifications to Premises**

Claims for the cost of physical modifications to premises, plant or equipment owned or occupied by the **Insured**;

(f) **Unfair Contract Claims**

(i) **Claims** or proceedings for or in respect of a contract of employment alleged to be unfair; or

(ii) the seeking of relief pursuant to Section 127A of the Workplace Relations Act (Commonwealth) or Section 106 of the Industrial Relations Act (NSW) 1996 or Section 276 of the Industrial Relations Act (Queensland) 1999 or similar legislation in the other states or territories of the Commonwealth of Australia or in New Zealand.

Section 10 Other Matters

10.1 The Proposal

The **Proposal We** were given by or on behalf of the **Insured** before this **Policy** commenced, is taken to be a separate **Proposal** for each natural person or entity **Covered** under this **Policy**.

If there is any fact or misstatement in the **Proposal** that relates to one natural person who is an **Insured**, **We** do not attribute it to any other natural person who is an **Insured**, for the purposes of this **Policy**.

10.2 Authority to accept notices & to give instructions

The persons listed as the **Insured** in the Schedule are appointed individually and jointly as agent of:

(a) each **Insured**; and

(b) any person who is entitled to a benefit under this **Policy** (when they request **Cover** or suffer a loss under this **Policy**) in all matters relating to this **Policy**, and to **Claims** or losses **Covered** by it.

In particular (but without limitation) the persons listed in the Schedule, as the **Insured**, are agents for the following purposes:

(i) to give and receive notice of **Policy** cancellation, to pay premiums and to receive any return premiums that may become due under this **Policy**; and

(ii) to accept endorsements or other notices provided for in this **Policy**; and

(iii) to give instructions to solicitors or counsel that **We** appoint or agree to, and to receive advice from them and to act on that advice; and

(iv) to consent to any settlement **We** recommend; and

(v) to do anything **We** or **Our** legal advisers think might help with the procedures set out in this **Policy** for settling and defending **Claims** or **Covered Claims**; and

(vi) to give **Us** information relevant to this **Policy**, which **We** can rely on when **We** decide whether to accept the risk, and set the **Policy** terms or the premium.

10.3 Singular & Plural

The singular includes the plural and the plural includes the singular, except if the context requires otherwise.

10.4 Payment in Australian dollars in Australia

All premiums and **Claims** must be paid in Australian dollars in Australia.

10.5 Law of the Policy

This **Policy** is governed by the law of the Territory or State where the **Policy** was issued, which is stated in the Schedule. The courts of that place have jurisdiction in any dispute about or under this **Policy**.

10.6 Territory Covered by this Policy

Cover under this **Policy** is not restricted by where anything giving rise to the **Claim** occurred. However, **Our Cover** is restricted to **Claims** brought under the legal jurisdiction of the courts of Australia and New Zealand (or any country specified in the Schedule, under the heading 'Jurisdictional Limits').

10.7 Schedule must be included

This **Policy** is only legally enforceable if it includes a Schedule signed by one of **Our** officers.

Section 11 Cancelling the Policy

11.1 The Insured Can Cancel the Policy

The **Insured** is entitled to cancel this **Policy** from the date **We** receive a written request to cancel the **Policy**, provided that any such cancellation is subject to the following terms: **We** will be entitled to retain premium for pro-rata 'time on risk' subject to a minimum administration charge of $250 plus applicable statutory charges. (Note stamp duty for a mid term cancellation is not refundable in some states).

11.2 We can cancel the Policy

(a) **We** may cancel this **Policy** at any time in accordance with the relevant provisions of Section 60 of the Insurance Contracts Act 1984, by giving notice in writing to the **Insured** of the date from which cancellation is to take effect.

We may deliver this notice to the **Insured** personally, or post it by certified mail (to the **Insured's** broker or to the address the **Insured** last gave **Us**). Proof that **We** mailed the notice is sufficient proof that the **Insured** received the notice.

(b) Under Section 60 of the Insurance Contracts Act 1984, **We** may cancel this **Policy** at any time where:

(i) it is in force by virtue of Section 58 of the Insurance Contracts Act 1984; or

(ii) it is an interim contract of general insurance.

11.3 After cancellation pursuant to Section 11.2, **We** will refund the premium for the time remaining on the **Policy**, less any non-refundable duties, unless an **Insured** has made a fraudulent claim under the **Policy**.

Section 12
Words with special meanings

12.1 Whenever the following words are used in this **Policy** in bold type and with a Capital Letter, they have the special meanings set out below. These words may appear without bold type in endorsements in the **Policy** Schedule.

12.2 Civil Liability

Liability for the compensatory damages, costs and expenses which a civil court orders the **Insured** to pay on a **Claim** (as opposed to criminal liability or penalties). It includes the legal costs of the person making the **Claim**, for which the **Insured** becomes liable.

12.3 Claim (or **Claims**)

The receipt by the **Insured** of:

(a) any originating process (in a legal proceeding or arbitration), cross claim or counter claim or third party or similar notice claiming compensation against the **Insured**; or

(b) any written or verbal demand from a third party claiming compensation against the **Insured**.

12.4 Claim Investigation Costs

The legal costs and expenses of investigating, defending or settling any **Claim** (or anything which might result in a **Claim**), which would be **Covered** by this **Policy** at the time the legal costs and expenses arise. (Refer Section 3.4, **Claim Investigation Costs**.)

12.5 Cover (and **'Covered'**)

Reference to '**Cover**' and '**Covered**' under this **Policy** shall mean indemnity and indemnity shall not include any component of profit.

12.6 Covered Claim

The term **Covered Claim** means the **Claims**, liabilities, losses, costs or circumstances which may give rise to a **Claim**, which **We** may agree to **Cover** under this **Policy**.

12.7 Documents

Documents of any nature including the electronically stored data, software or computer programs for or in respect of any computer system; but not including bearer bonds, coupons, bank notes, currency notes or negotiable instruments.

Loss or damage to **Documents** does not include loss or damage (including rearrangement) to such electronically stored data, software or computer programs arising from any computer virus or from any design or programming defect in any computer program or computer operating system.

12.8 Employee

A natural person who is not a **Principal**, but who:

(a) has at any time entered into a contract of service with the **Insured** firm or incorporated body and is compensated for that service; and

(b) is, or was, at the time of the relevant act, error or omission giving rise to the **Claim Covered** under this **Policy** under the **Insured's** direct control and supervision in the course of the conduct of the **Professional Services**.

12.9 Enquiry (or **Enquiries**)

Any legal or quasi legal enquiry (into a matter in respect of which this **Policy** would otherwise respond had a **Claim** for compensation been made against the **Insured** arising from a matter which is the subject of the enquiry) in respect of which the **Insured** is legally required to participate by reason of the fact that the body conducting the enquiry (including a regulatory, licensing or statutory body) has legal jurisdiction over the **Insured** (either by reason of a statutory power or by reason of the **Insured's** membership of a professional association which has the power to discipline its members) but which does not have the power to make an order for compensation to a third party or to award any pecuniary penalty.

12.10 Excess

The part the **Insured** must pay of each **Covered Claim**. It is described in more detail in Section 7.12, the **Excess**.

12.11 Former Principal

A person who has been, but is no longer:

(a) a **Principal** of an **Insured**; or

(b) the **Principal** of any firm or incorporated body declared in the **Proposal**, which previously conducted the business which is now the **Professional Services**.

12.12 (an / the) **Insured**

Each of the following, individually and jointly:

(a) each person, firm or incorporated body identified in the Schedule as an **Insured** and each current or **Former Principal** of any such firm or incorporated body; and

(b) any entity which is engaged in the **Professional Services** and which is created and controlled, while this **Policy** is in force, by anyone identified in the Schedule as an **Insured**; and

(c) anyone who becomes a **Principal** of the **Insured** while this **Policy** is in force (but only in respect of work undertaken for or on behalf of the **Insured** firm or incorporated body).

12.13 Professional Services

The business of provision by the **Insured** of the Professional Services stated in the Schedule.

12.14 Intellectual Property

Copyright, Design, Patent, Trade Mark or Moral Right (under the Copyright Act 1968 Cwlth).

12.15 Joint Venture

An undertaking (regardless of what it is called) which the **Insured** carries on together with someone else who is not otherwise **Covered** under this **Policy**.

12.16 Known Circumstance

Any fact, situation or circumstance which:

(a) an **Insured** was aware of at any time before this **Policy** began or before this **Policy** was amended/endorsed; or

(b) a reasonable person in the **Insured's** professional position would have thought, at any time before this **Policy** began or before this **Policy** was amended/endorsed,

might result in someone making an allegation against an **Insured** in respect of a liability, loss or costs, that might be **Covered** by this **Policy** or the amendment/endorsement to this **Policy**.

12.17 Policy

The insurance **Policy** made up of:

(a) this **Policy** document;

(b) the Schedule to this **Policy**;

(c) the endorsements, if any, contained in the Schedule; and

(d) the information given to **Us** by or on behalf of the **Insured** in the **Proposal** and in any other way.

12.18 Policy Limit

The limit stated in the Schedule as the 'Total Sum Insured'. See also Section 5 of this **Policy**.

12.19 Principal

A sole practitioner, a partner of a firm, or a director of a company, which firm or company is **Covered** by this **Policy**.

12.20 Proposal

The written **Proposal** form (the date of which is stated in the Schedule) together with any supplementary material completed by or on behalf of the **Insured**, that was given to **Us**, and relied on by **Us** to effect this **Policy**.

12.21 Specific Cover

The **Cover** outlined in Section 3.3 and 3.5 of this **Policy**.

12.22 Specific Cover Limit(s)

The limit of **Our** insurance **Cover** for each of the matters listed in the Schedule under '**Specific Cover Limits**'. See Section 3.3 and 3.5 of this **Policy**.

12.23 Terrorism

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

(a) involves violence against one or more persons; or

(b) involves damage to property; or

(c) endangers life other than that of the person committing the action; or

(d) creates a risk to health or safety of the public or a section of the public; or

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

12.24 We or Us or Our

CGU Professional Risks Insurance, a division of CGU Insurance Limited ABN 27 004 478 371.

Section 13
The way We handle your personal information

We collect personal information from you for the purpose of providing you with insurance products, services, processing and assessing claims.

You can choose not to provide this information, however, we may not be able to process your requests.

We may disclose information we hold about you to other insurers, an insurance reference service or as required by law. In the event of a claim, we may disclose information to and/or collect additional information about you from investigators or legal advisors.

If you wish to update or access the information we hold about you, please contact us.

General Insurance Code of Practice

CGU Insurance proudly supports the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry.

The objectives of the Code are:

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

Brochures on the Code are available from your nearest CGU office.

Our service commitment

CGU Insurance is proud of its service standards and supports the General Insurance Code of Practice. In an unlikely event that you are not satisfied with the way in which we have dealt with you, as part of our commitment to customer service, we have an internal dispute resolution process in place to deal with any complaint you may have.

Please contact your nearest CGU Insurance office if you have a complaint, including if you are not satisfied with any of the following:

- one of our products;
- our service;
- the service of our authorised representatives, loss adjusters or investigators; or
- our decision on your claim.

Our staff will help you in any way they can. If they are unable to satisfy your concerns, they will refer the matter to their supervisor or manager. If the manager cannot resolve the matter, the manager will escalate the matter to our Internal Dispute Resolution Department.

Brochures outlining our internal dispute resolution process are available from your nearest CGU Insurance office.

Intermediary Remuneration

CGU Insurance Limited pays remuneration to insurance intermediaries when we issue, renew or vary a policy the intermediary has arranged or referred to us. The type and amount of remuneration varies and may include commission and other payments. If you require more information about remuneration we may pay your intermediary you should ask your intermediary.

broadform public and products liability insurance policy

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Section 1
How to read this Insurance Policy

1.1 Some of the words in this insurance **Policy** have special meanings. These meanings can be found in Section 8 of the **Policy** ("Words with special meanings"). If a word has a special meaning, it appears in this **Policy** in bold type and with a capital letter. These words may appear without bold type in endorsements in the **Policy Schedule**.

Section 2
The Insurance Contract

2.1 We agree to provide the cover described in this **Policy** upon full payment of the Gross Premium as stated in the **Policy Schedule**.

2.2 Before this **Policy** came into effect, **We** were provided with information by or on behalf of the **Insured** in the **Proposal**, and perhaps in other ways. **We** have relied on this information to decide whether to enter into this contract and on what terms.

2.3 If any of that information is wrong or false, it may affect entitlement to cover under this **Policy**.

2.4 This **Policy** is in force for the **Period of Insurance**.

2.5 If full payment of the Gross Premium as stated in the **Schedule** is not made, there is no cover.

Section 3
The cover We provide

3.1 The cover We provide

Having paid the Gross Premium stated in the **Schedule** and subject to the terms conditions and exclusions contained in or endorsed on this **Policy**, **We** will pay to or on behalf of the **Insured** all sums provided by the **Policy** which the **Insured** shall become legally liable to pay as compensation for **Personal Injury**, **Property Damage** or **Advertising Liability** occurring within the Geographical Limits as stated within Section 5.1 of the **Policy** during the **Period of Insurance** of the **Policy** caused by an **Occurrence** happening in connection with the **Business** of the **Insured**.

3.2 Limit of Liability

Our liability in respect of any one **Occurrence** shall not exceed the **Policy Limit** stated in the **Schedule** for **Public Liability**, **Products Liability** and **Advertising Liability**. All **Personal Injury**, **Property Damage** and **Advertising Liability** arising out of continuous or repeated exposure to substantially the same general conditions will be construed as arising out of one **Occurrence**.

Our total aggregate limit during any one **Period of Insurance** for all claims arising out of **Products Liability** and **Advertising Liability** shall not exceed the **Policy Limit**.

Provided that the **Policy Limit** in respect of **Occurrences** in the United States of America or Canada or their protectorates or territories will be inclusive of Section 4 Supplementary Payments and will apply in the aggregate to all claims in any one **Period of Insurance**.

Section 4
Supplementary Payments

4.1 With respect to the indemnity provided by this policy **We** will:

(a) Defend, in the **Insured's** name and on the **Insured's** behalf, any claim or suit against the **Insured** alleging such **Personal Injury**, **Property Damage** or **Advertising Liability** and seeking damages on account thereof even if any of the allegations of such claim or suit is groundless, false or fraudulent and may investigate, negotiate and settle any claim or suit as is deemed expedient;

(b) Pay all charges, expenses and legal costs recoverable from or awarded against the **Insured** in any such claim or suit and all interest accruing on **Our** portion of any judgment until **We** have paid, tendered or deposited in court that part of such judgment that does not exceed the **Policy Limit**;

(c) Reasonable expenses, other than loss of earnings, incurred by the **Insured**, at **Our** request in assisting **Us** in the investigation or defence of any claim or legal action;

(d) Expenses (other than any medical expenses, which **We** are prevented from paying by law) incurred by the **Insured** for first aid rendered to others at the time of an **Occurrence** for **Personal Injury**;

(e) The legal costs incurred by the **Insured** with **Our** consent for representing the **Insured** at any coronial inquest or inquiry or any court of summary jurisdiction;

(f) Reasonable expenses incurred by the **Insured** for temporary repairs, shoring up or protection of property of others which has been damaged as a result of an **Occurrence** which may be the subject of indemnity under this **Policy**.

4.2 We will do this provided that:

(a) **We** will not be obliged to pay any claim or judgement or to defend any suit after the **Policy Limit** has been exhausted by payment of judgements or settlements;

(b) If a payment exceeding the **Policy Limit** has to be made to dispose of a claim, **Our** liability to pay any costs, expenses and interest under 4.1 (a) to (e) above will be limited to that proportion of those costs, expenses and interest as the **Policy Limit** bears to the amount paid to dispose of the claim.

Section 5
Geographical Limits

5.1 This **Policy** applies in respect of **Occurrences** anywhere in the world but does not apply to or insure any liability or claims arising from or in respect of:

(a) the **Business** carried on by the **Insured** at or from any premises situated outside Australia or New Zealand, or

(b) any contract entered into by the **Insured** under the terms of which work is to be performed outside Australia or New Zealand, or

(c) any exports by the **Insured**, it's agents or servants to the United States of America or Canada.

Section 6
What is not covered

We shall not be liable to indemnify the **Insured** in respect of -

6.1 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**:

(i) is indemnified or entitled to be indemnified (either in whole or in part) in respect for 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

(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 persons 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 where the contractual liability has been notified and specifically accepted by **Us**.

6.2 Motor Vehicles

Liability to pay compensation for **Personal Injury** or **Property Damage** arising out of the ownership, possession, operation or use by the **Insured** of any **Vehicle**:

(a) Which is registered or which is required under any legislation to be registered; or

(b) In respect of which compulsory liability or statutory indemnity is required by virtue of any legislation (whether or not that insurance is effected); and

(c) Provided that exclusions 6.2 (a) and (b) above do not apply to **Personal Injury** where:

(i) That compulsory liability insurance or statutory indemnity does not provide indemnity;

(ii) The reasons or reasons why that compulsory liability or statutory indemnity does not provide indemnity does not involve a breach by the Insured of legislation relating to vehicles; and

(iii) **Vehicles** whilst being operated or used by the **Insured** as a **Tool of Trade**.

6.3 Aircraft and Watercraft

Liability to pay compensation for **Personal Injury** or **Property Damage** arising from the ownership, possession, operation, use or legal control by the **Insured** of:

(a) any **Aircraft**; or

(b) any **Watercraft** or vessel exceeding eight (8) metres in length.

6.4 Property in Physical or Legal Control

Liability to pay compensation for **Property Damage** to:

(a) property owned by or leased or rented to the **Insured**; or

(b) property in the physical or legal control of the **Insured**.

(c) Provided that exclusions 6.4 (a) and (b) above shall not apply to liability for **Property Damage** to:

(i) personal property of any director, executive officer, employee, partner or visitor of the Insured;

(ii) premises (including landlord's fixtures, fittings and contents) which are leased or

rented by the **Insured** for the purpose of the **Insured's Business**;

(iii) premises (including landlord's fixtures, fittings and contents) temporarily occupied by the **Insured** for the purposes of carrying out work in connection with the **Business**;

(iv) vehicles (not belonging to or used by or on behalf of the **Insured**) in the physical or legal control of the **Insured** where such property damage occurs whilst any such vehicle is in a car park owned or operated by the **Insured** provided that the **Insured** does not operate the car park for reward;

(v) any property temporarily in the **Insured's** physical or legal control provided no indemnity is granted for damage to that part of any property upon which the **Insured** is or has been working on and **Our** liability under this clause does not exceed $100,000 (or any other amount if specified in the **Schedule**) for any one **Occurrence**.

(d) Notwithstanding 6.4 (a) to (c) above, no cover is provided under this **Policy** in respect to liability assumed by the **Insured** under any contract or agreement which requires the **Insured** to effect material damage insurance on premises, property or goods which the **Insured** does not own.

6.5 Faulty Workmanship

Any liability for the cost of performing, completing, correcting or improving any work done or undertaken by the **Insured**.

6.6 Damage to Insured's Products

Liability to pay compensation for:

(a) physical injury 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 injury 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.

This exclusion does not apply to those **Products** repaired, serviced or treated by the **Insured** after such **Products** were originally sold, supplied or distributed by the **Insured**.

6.7 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**.

6.8 Aircraft Products

Any 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.

6.9 Contractual Liability

Liability to pay compensation for **Personal Injury** or **Property Damage** where the liability has been assumed solely under an agreement unless such liability:

(a) would have attached in the absence of such agreement; or

(b) is specifically allowed by **Our** written endorsement; or

(c) is assumed by the **Insured** under a warranty of fitness or quality, or is implied by law, in respect of the **Insured's Products**.

6.10 Professional Liability

Liability to pay compensation for 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 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.

6.11 Libel and Slander

Liability to pay compensation arising out of the publication or utterance of a libel or slander:

(a) made prior to the **Period of Insurance**; or

(b) made at the direction of the **Insured** with the knowledge of the falsity thereof; or

(c) related to advertising, publishing or printing, broadcasting or telecasting activities conducted by or on behalf of the **Insured**.

6.12 Fines and Punitive Damages

Liability for fines, penalties, liquidated damages, punitive damages, exemplary damages, or aggravated damages and any additional damages arising from the multiplication of compensatory damages.

6.13 Pollution

(a) Liability to pay compensation for **Personal Injury**, **Property Damage** or **Advertising Liability** caused by or arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or 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 reasonably 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**, **Property Damage** or **Advertising Liability** and is not otherwise excluded by this **Policy**; or

(c) The actual alleged or threatened discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants in the United States of America (USA) or Canada or in any country to which the laws of the USA or Canada apply.

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

6.14 Asbestos

Liability to pay compensation for **Personal Injury**, **Property Damage** or **Advertising Liability** caused by, arising out of, or in connection with, the use or presence of asbestos.

6.15 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 contamination of nuclear fuel. For the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission.

6.16 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.

6.17 Terrorism

Liability directly or indirectly caused by or contributed to, by, or arising from or happening through or in connection with any act of **Terrorism**.

In accordance with the Terrorism Act 2003 this exclusion will not apply in respect of an act deemed by the Federal Treasurer to be a declared terrorist incident.

6.18 Electronic Data

Liability to pay compensation for **Personal Injury** or **Property Damage** arising directly or indirectly out of, or in any way involving the **Insured's Internet Operations**.

This exclusion does not apply to **Personal Injury** or **Property Damage** arising out of any material which is already in print by the manufacturer in support of its product, including but not limited to product use and safety instructions or warnings, and which is also reproduced on its site.

6.19 Advertising Liability

Liability to pay compensation for **Advertising Liability** arising from:

(a) offences committed prior to the **Period of Insurance**;

(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 **Products**, goods 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 **Products**, goods or services sold, offered for sale or advertised, but this exception exclusion does not apply to titles or slogans;

(f) failure of the **Products**, goods or services to conform with advertised performance, quality, fitness or durability;

(g) any **Insured** whose business is advertising, broadcasting, publishing or telecasting.

Section 7
Other Matters

7.1 Claims Control

Notice in writing shall be given to **Us** as soon as possible of every **Occurrence**, claim, writ, summons, impending proceedings, impending prosecution and/or inquest in respect of which there may arise a liability under this **Policy**.

(a) The **Insured** shall not without **Our** consent in writing make any admission, offer, promise or payment in connection with any **Occurrence** or claim and if **We** so desire **We** shall be entitled to take over and conduct in the **Insured's** name the defence or settlement of any claim and **We** may make such investigation, negotiation and settlement of any claim or suit as it deems expedient.

(b) The **Insured** shall use the 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 **Our** consent until **We** have had the opportunity of inspection.

(c) **We** shall be entitled to prosecute in the **Insured's** name at **Our** own expense and for **Our** own benefit any claim for indemnity for damages or otherwise.

(d) **We** shall have full discretion in the conduct of any proceedings in connection with any claim and the **Insured** shall give all information and assistance as **We** may require in the prosecution, defence or settlement of any claim.

(e) In the event of an **Occurrence**, the **Insured** shall promptly take at the **Insured's** expense all reasonable steps to prevent other **Personal Injury**, **Property Damage** or **Advertising Liability** arising out of the same or similar conditions, but such expense shall not be recoverable under this **Policy**.

(f) **We** shall be entitled to attend any inquest in respect of which there may arise liability under this **Policy**.

7.2 Discharge of Liabilities

We 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 **Us** which sum or sums would reduce the amount of **Our** unfulfilled liability in respect thereof) or any lesser sum for which the claim or claims can be settled and upon such payment **We** 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 recoverable from the **Insured** in respect of the period prior to the date of such payment (whether or not pursuant to an order made subsequently) or incurred by **Us** or by the **Insured** with **Our** written consent prior to the date of such payments.

7.3 Reasonable Care

The **Insured** shall:

(a) take all reasonable precautions to:

(i) prevent **Personal Injury**, **Property Damage** or **Advertising Liability**;

(ii) prevent the manufacture, sale or supply of defective products; and

(iii) comply and ensure that the **Insured's** workers, servants 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.

7.4 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 **Our** liability under this **Policy** in respect of any **Occurrence** or **Period of Insurance**.

7.5 Alteration of Risk

The **Insured** must provide **Us** with immediate written notice of:

(a) every change which materially varies any of the facts or circumstances existing at the commencement of this **Policy** that comes to the **Insured's** knowledge, which will also be deemed to include the knowledge of any person whose knowledge would in law be the **Insured's** knowledge; and

(b) if the **Insured** does not provide such notification before the happening of an **Occurrence** giving rise to a claim under this **Policy** then, subject to the Insurance Contracts Act, 1984, **We** may refuse to pay a claim, either in whole or in part.

7.6 Subrogation

In the event of payment under this **Policy** to or on behalf of the **Insured**, **We** 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.

7.7 Other Insurances

If the **Insured** makes a claim under this **Policy** in respect of an **Occurrence** recoverable under this **Policy** which **Occurrence** is or may be covered in whole or in part by any other insurance, then the **Insured** must advise **Us** of the full details of such other insurance when making a claim under this **Policy**.

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

7.8 Insurance Arranged By Principal

If the **Insured** enters into an agreement with any other party (who for the purpose of this clause is called the "Principal") pursuant to which the Principal has agreed to provide a policy of insurance which is intended to indemnify the **Insured** for any loss or liability arising out of the performance of the said agreement then **We** will (subject to the terms and conditions of this **Policy**) only indemnify the **Insured** for loss or liability not covered by the policy of insurance provided by the Principal.

7.9 Cancellation

(a) The **Insured** is entitled to cancel this **Policy** from the date **We** receive a written request to cancel the **Policy**, provided that any such cancellation is subject to the following terms: **We** will be entitled to retain premium for pro-rata 'time on risk' subject to a minimum administration charge of $250 plus applicable statutory charges. (Note stamp duty for a mid term cancellation is not refundable in some states);

(b) **We** may cancel this Policy at any time in accordance with the relevant provisions of Section 60 of the Insurance Contracts Act 1984, by giving notice in writing to the Insured of the date from which cancellation is to take effect;

(c) **We** may deliver this notice to the **Insured** personally, or post it by certified mail (to the **Insured's** broker or to the address the **Insured** last gave **Us**). Proof that **We** mailed the notice is sufficient proof that the **Insured** received the notice;

(d) Under Section 60 of the Insurance Contracts Act 1984, **We** may cancel this **Policy** at any time where:

(i) it is in force by virtue of Section 58 of the Insurance Contracts Act 1984; or

(ii) it is an interim contract of general insurance.

(iii) After cancellation pursuant to Section 11.2, **We** will refund the premium for the time remaining on the **Policy**, less any non-refundable duties, unless an **Insured** has made a fraudulent claim under the **Policy**.

(e) When the premium is subject to adjustment, cancellation will not affect the **Insured's** obligation to supply such information as **We** 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.

7.10 Inspection and Premium Adjustment

We shall be permitted but not obligated to inspect the **Insured's** property and operations at any time. Neither **Our** 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. **We** 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 **Us** to inspect such records. The **Named Insured** shall within thirty (30) days after the expiry of each **Period of Insurance** furnish to **Us** such particulars and information as **We** may require. The premium for such period shall thereupon be adjusted and any difference paid or allowed to the **Insured** as the case maybe subject to receipt and retention of any minimum premium charged by **Us**.

7.11 Insurance Contracts Act

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

7.12 Agreement Limiting Rights

If the **Insured** has entered into any agreement which excludes or limits a right which the **Insured** may have against any party, then, subject to the Insurance Contracts Act, 1984, **We** will not be liable for any claim under the **Policy** to the extent of such exclusion or limitation.

7.13 Headings

The headings in this policy are for ease of reference only and shall not be deemed any part of the context or to effect the interpretation of this **Policy**.

7.14 Australian Jurisdiction

This **Policy** is governed by the law of the Territory or State where the **Policy** was issued, which is stated in

the **Schedule**. The courts of that place have jurisdiction in any dispute about or under this **Policy**.

7.15 Goods and Services Tax

Where **We** make a payment under this **Policy** for the acquisition of goods, services or other supply **We** 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 Tax System (Goods and Services Tax) Act 1999, in relation to that acquisition, whether or not that acquisition is actually made.

Where **We** make a payment under this **Policy** as compensation instead of payment for the acquisition of goods, services or other supply, **We** 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.

Section 8
Words with special meaning

8.1 Whenever the following words are used in this **Policy** in bold type and with a Capital Letter, they have the special meanings set out below. These words may appear without bold type in endorsements in the **Policy Schedule**.

8.2 Advertising Liability means:

(a) libel, slander or defamation;

(b) infringement of copyright or of title or slogan;

(c) piracy or unfair competition or idea misappropriation under an implied contract;

(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**, goods or services.

8.3 Aircraft means any vessel, hovercraft, craft or thing designed to transport persons or property in or through the air or space.

8.4 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.

8.5 Deductible means the amount payable by the **Insured** in respect to each **Occurrence** and includes all **Supplementary Payments**.

8.6 Insured

Each of the following is insured under this **Policy** to the extent set forth below:

(a) The **Named Insured**;

(b) All subsidiary companies (now or hereafter constituted) of the **Named Insured** whose place of incorporation is within Australia and whose business falls within the definition of **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 party with whom the **Named Insured** (or any company designated in paragraph (b) above) has entered into an agreement for the purpose of the **Business**, but only for **Occurrences** for which the **Named Insured** above would be liable in the absence of the agreement and only to the extent that the agreement requires the **Named Insured** to

indemnify that party in relation to the **Occurrence**;

(e) any incorporated or unincorporated association or organisation including their office bearers and members organised by the **Insured** (other than an **Insured** designated in paragraph (d) above) 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.

8.7 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**.

8.8 Internet Operations means the following:

(a) Use of electronic mail systems by the **Insured's** employees, including part-time and temporary staff, and others within the **Insured's** organisation;

(b) Access through the **Insured's** network to the world wide web or a public internet site by the **Insured's** employees, including part-time and temporary staff, and others within the **Insured's** organisation;

(c) Access to the **Insured's** intranet (meaning internal company information and computing resources) which is made available through the world wide web for the **Insured's** customers or other outside the **Insured's** organisation; and

(d) The operation and maintenance of the **Insured's** web site.

8.9 Medical Persons means medical doctors, medical nurses, dentists and first aid attendants.

8.10 Named Insured means the entity or natural person specified in the **Schedule**.

8.11 Occurrence means an event including continuous or repeated exposure to substantially the same general conditions, which causes **Personal Injury** or **Property Damage** or **Advertising Liability** none of which is expected or intended from the standpoint of the **Insured**.

8.12 Period of Insurance means the duration of this **Policy** as stated in the **Schedule** incorporated into the **Policy**.

8.13 Personal Injury means:

(a) bodily injury, death, sickness, disease, disability, shock, fright, mental anguish or mental injury;

(b) false arrest, false imprisonment, malicious prosecution and humiliation;

(c) libel, slander, defamation of character;

(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,

which occurs during the **Period of Insurance**.

8.14 Policy Limit means the amount(s) specified as such in the **Schedule**.

8.15 The insurance **Policy** made up of:

(a) this **Policy** document;

(b) the **Schedule** to this **Policy**;

(c) the endorsements, if any, contained in the **Schedule**; and

(d) the information given to **Us** by or on behalf of the **Insured** in the **Proposal** and in any other way.

8.16 Products Liability means **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**.

8.17 Property Damage means:

(a) physical injury to or destruction or loss of tangible property which occurs during the **Period of Insurance** and any loss of use of that property resulting therefrom; or

(b) loss of use of tangible property which has not been physically injured or destroyed or lost which is caused by physical injury to or destruction or loss of other tangible property which occurs during the **Period of Insurance**.

8.18 Proposal

The written **Proposal** form (the date of which is stated in the **Schedule**) together with any supplementary material completed by or on behalf of the **Insured**, that was given to **Us**, and relied on by **Us** to effect this **Policy**.

8.19 Public Liability means liability covered by this **Policy** but does not include **Products Liability**.

8.20 Schedule means new **Policy** schedule, renewal schedule or endorsement schedule issued by **Us**.

8.21 Terrorism means an act, which may include but is not limited to an act involving the use of force or violence and/or 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) which from its nature or context is done for, or in connection with, political, religious, ideological or ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, to fear.

8.22 Tool of Trade means any vehicle which has a tool or plant forming part of or attached to or used in connection with it while such tool or plant is engaged on a work site, but does not include:

(a) Vehicles whilst in transit to or from any worksite; or

(b) Vehicles used for transport or haulage.

8.23 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.

8.24 Watercraft means any vessel, craft or thing made or intended to float on or in or travel on or through or under water.

8.25 *We or Us or Our*

CGU Professional Risks Insurance, a division of CGU Insurance Limited ABN 27 004 478 371.

Section 9
The way We handle your personal information

We collect personal information from you for the purpose of providing you with insurance products, services, processing and assessing claims.

You can choose not to provide this information, however, we may not be able to process your requests.

We may disclose information we hold about you to other insurers, an insurance reference service or as required by law. In the event of a claim, we may disclose information to and/or collect additional information about you from investigators or legal advisors.

If you wish to update or access the information we hold about you, please contact us.

General Insurance Code of Practice

CGU Insurance proudly supports the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry.

The objectives of the Code are:

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

Brochures on the Code are available from your nearest CGU office.

Our Service Commitment

CGU Insurance is proud of its service standards and supports the General Insurance Code of Practice. In an unlikely event that you are not satisfied with the way in which we have dealt with you, as part of our commitment to customer service, we have an internal dispute resolution process in place to deal with any complaint you may have.

Please contact your nearest CGU Insurance office if you have a complaint, including if you are not satisfied with any of the following:

- one of our products;
- our service;
- the service of our authorised representatives, loss adjusters or investigators; or
- our decision on your claim.

Our staff will help you in any way they can. If they are unable to satisfy your concerns, they will refer the matter to their supervisor or manager. If the manager cannot resolve the matter, the manager will escalate the matter to our Internal Dispute Resolution Department.

Brochures outlining our internal dispute resolution process are available from your nearest CGU Insurance office.

Intermediary Remuneration

CGU Insurance Limited pays remuneration to insurance intermediaries when we issue, renew or vary a policy the intermediary has arranged or referred to us. The type and amount of remuneration varies and may include commission and other payments. If you require more information about remuneration we may pay your intermediary you should ask your intermediary.

contact details

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Insurer
CGU Professional Risks Insurance
A Division of CGU Insurance Limited
ABN 27 004 478 371

P0092 REV0 10/08

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