BROADFORM LIABILITY POLICY



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Introduction

The Policy wording, Schedule (including any Schedule substituted for the original Schedule) and any Endorsements are to be read together. Any word or expression which has been given a specific meaning has that meaning wherever it appears.

The Insured named in the Schedule, having provided a Proposal to the Insurers and subject to the payment of the premium specified in the Schedule, the Insurers severally agree each for their respective proportion and subject to the terms, exclusions, limitations and conditions contained in or endorsed on the Policy, to provide the insurance set out in this Policy.

SLE Worldwide Australia Pty Limited (hereinafter called "SLE") has effected this Policy under an authority, given to SLE by the named Insurers. SLE has effected the insurance as an agent of the Insurers and not an agent of the Insured. SLE is authorised to enter into, renew, cancel and administer the Policy and deal with and settle claims under it, on the Insurer's behalf.

The amount of premium specified in the Schedule is the amount due to the Insurer and any commission allowed by them is to be regarded as remuneration for SLE placing this insurance.

Duty of Disclosure

The Insurance Contracts Act 1984 requires a proposer / Insured before they enter into a Policy with an Insurer, to provide the Insurer with the information needed to enable the Insurer to decide whether and on what terms to provide cover. The proposer / Insured has this duty until the proposed Policy is entered into.

The Insurer asks various questions when the proposer / Insured applies for cover and when these questions are answered, the proposer/ Insured must:

- give honest and complete answers; and
- tell the Insurer everything known to the proposer / Insured; and which a reasonable person in the circumstances, would include in answer to the questions.

The Insurer will use the answers in deciding whether to offer insurance, and on what terms.

If the proposer / Insured varies, renews, extends, reinstates or replaces the Policy the proposer's / Insured's duty is to tell the Insurer before that time, every matter known to the proposer / Insured which:

- the proposer/ Insured knows; or
- a reasonable person in the circumstances could be expected to know,

is relevant to the Insurer's decision whether to insure the proposer / Insured and whether any special conditions need to apply to the Policy.

The proposer / Insured does not need to tell the Insurer about any matter that:

- diminishes the Insurer's risk;
- is of common knowledge;
- the Insurer knows or should know in the ordinary course of the Insurer's insurance business; or
- the Insurer tells the proposer / Insured they do not need to know.

Who does the duty apply to?

It is important that the proposer / Insured understands they are answering our questions in this way for themselves and the insured persons.

What happens if the duty is breached?

If the duty is breached the Insurer may cancel the Policy or reduce the amount they pay for any claim. If fraud is involved, the Insurer may refuse to pay a claim and treat the Policy as if it never exists.

Privacy Statement

The Insurer respects the privacy of the proposer and the insured persons. SLE is bound by the Privacy Act 1988 (Cth) and its principles when they collect and handle personal information.

SLE collects information about the proposer / Insured to process, assess and verify any application for, change to or renewal of an insurance product or service and claims that may be made; administer and manage the products or services provided; and provide the proposer / Insured with information about other products or services that may be of benefit to the proposer / Insured. SLE handles all personal information it collects in accordance with the Privacy Act.
If the proposer / Insured does not provide the information sought by SLE, it may affect SLE's ability to provide and administer its products and services. The proposer / Insured has a duty under insurance law to disclose all relevant information (and as referred to elsewhere in this Policy).

If reasonable and practicable, the Insurer will only collect personal information from the proposer / Insured, but from time to time the Insurer may also collect it from other persons and entities (such as insurance intermediaries).

SLE may disclose personal information to:

- their agents and contractors who provide financial, legal and administrative services (which may include agents and contractors located outside of Australia – please contact SLE's Privacy Officer if you would like a full list of the countries in which any such agents or contractors are located);
- mailing houses and document service providers:
- financial institutions, insurers and re-insurers:
- claims investigators and assessors:
- insurance industry reference bodies and industry complaint tribunals;
- the Insurer's local and overseas related entities;
- government agencies including the Australian Taxation Office, where there is suspicion of unlawful activity;
- the Privacy Compliance Committee;
- where the Insurer collects the proposer / Insured's information from someone else, or another entity then they may disclose any of the Insured's personal information to that person or entity.

In the circumstances where personal information is disclosed to agents, contractors or service providers outside Australia, SLE takes steps to protect the personal information against unauthorised disclosure, misuse or loss.

In dealing with SLE, the proposer / Insured agrees to provide SLE with personal information, which will be stored, used and disclosed by SLE as set out in this Privacy Statement and SLE's Privacy Policy.

The proposer / Insured can request access at any time to personal information the Insurer holds about the Insured. The proposer / Insured may ask the Insurer at any time to correct this information where they believe it is incorrect or out of date.

The proposer / Insured may be charged the reasonable expenses incurred in giving any information requested (such as searching and photocopying costs).

The proposer / Insured can request a copy of SLE's Privacy Policy or make a complaint about the privacy of the proposer / Insured's personal information by contacting SLE's Privacy Officer at:

SLE Worldwide Australia Pty Limited
Level 15, 45 Clarence Street, Sydney, NSW 2000
Ph: 02 9249 1500 Fax: 02 9249 4840

If the proposer / Insured has a complaint they can be assured that an officer with appropriate authority will deal with it. If the proposer / Insured remains dissatisfied with the way in which a complaint is handled the Insurer can advise of how to take any complaint to the Privacy Compliance Committee. If the proposer / Insured is not satisfied with the determination of the committee they may refer the complaint to the Privacy Commissioner.

The proposer / Insured also agrees that should the proposer / Insured have supplied such information (such as a name) about any other person, they will tell that other person that such information has been provided to the Insurer and show the person this document.

General Insurance Code Of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ("the Code"), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit www.codeofpractice.com.au

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code Governance Committee (CGC) go to www.insurancecode.org.au

Complaints and Disputes

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

The Complaints Officer
SLE Worldwide Australia Pty Limited
Email: claimsenquiries@sleworldwide.com.au
Telephone: 02 9249 4850
Post: PO Box H308 Australia Square NSW 1215

We will acknowledge receipt of your complaint within one (1) business day of receiving it from you.

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

Lloyd's Australia Limited Email:
idraustralia@lloyds.com
Telephone: (02) 8298 0783
Post: PO Box R1745
Royal Exchange NSW 1225

We will investigate your complaint and keep you informed of the progress of our investigation at least every ten (10) business days and will make a decision in relation to your complaint in writing within thirty (30) calendar days.

If we are unable to make this decision within this timeframe, we will provide you with a reason for the delay and advise of your right to take your complaint to the Australian Financial Complaints Authority (**AFCA**) as detailed below, subject to its Rules. If your complaint is not eligible for consideration by AFCA, you may be referred to the Financial Ombudsman Service (UK) or you can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to you.

To the extent allowable at law, if you request copies of the information we relied on to make a decision about your complaint, we must provide it within ten (10) business days of your request. Please see the General Insurance Code of Practice 2020 (codeofpractice.com.au) or contact us for further details.

Please note that if we have resolved your complaint to your satisfaction by the end of the fifth (5th) business day after we have received it, and you have not requested that we provide you a response in writing, we are not required to provide a written response. However, this exemption does not apply to complaints regarding a declined claim, the value of a claim, or about financial hardship.

If you are dissatisfied with our complaint determination, or we are unable to resolve your complaint to your satisfaction within thirty (30) days, you may refer your complaint to AFCA, subject to its Rules.

AFCA is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission (**ASIC**). AFCA provides fair and independent financial services complaint resolution that is free to consumers.

You may contact AFCA at any time at:

Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001
P 1800 931 678 (free call)
F +61 3 9613 6399
E info@afca.org.au
W www.afca.org.au

Time limits may apply to complain to AFCA and so you should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to your circumstances expires.

Service of Suit Clause

The Insurer accepting this Insurance agree that:

(i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Insurer will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;

(ii) any summons notice or process to be served upon the Insurer may be served upon:

Lloyd's Underwriters' General Representative in Australia
Post: PO Box R1745
Royal Exchange NSW 1225

who has authority to accept service on the Insurers' behalf;

(iii) if a suit is instituted against any of the Insurers, all Insurers participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

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

SLE Worldwide Australia Pty Limited
Email: claimsenquiries@sleworldwide.com.au
Telephone: (02) 9249 4850
Post: PO Box H308 Australia Square NSW 1215

Insurance Cover

This Policy insures all amounts, which the Insured becomes legally liable to pay as Compensation in respect of Personal Injury, Property Damage or Advertising Liability happening within the Territorial Limits during the Period of Insurance as a result of an Occurrence in connection with the Business or the Products, up to the Limit of Liability and subject to the other Policy terms and conditions.

Supplementary Payments

In addition, the Insurer will:

(i) 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 seeking damages even if any of the allegations of such claim are groundless, false or fraudulent.

(ii) pay all reasonable charges, expenses and legal costs incurred by the Insurer or by the Insured with the Insurer's written consent (which will not be unreasonably withheld, conditioned, or delayed) in the investigation, reporting, settlement or defence of such claim or suit.

(iii) pay all legal costs (whether assessed or agreed) against the Insured in any such suit or claim and all interest on the judgment or settlement amount accruing after the entry of judgement against the Insured until the Insurer has paid, tendered or deposited in court such part of the judgement as does not exceed the Limit of Liability.

(iv) pay expenses incurred by the Insured for:

(a) providing first aid to others for Personal Injury which is covered by this Policy (other than medical expenses prohibited by law);

(b) temporary protection of damaged or undamaged property of any person or party, including temporary repairs, shoring up or underpinning thereof.

(c) purchasing, hiring or erection and dismantling of hoarding, barriers, fences and any other form of temporary protection, including such protection which the Insured must provide in compliance with the requirements of any Government, Local Government or other Statutory Authority.

(d) pay all legal costs incurred by the Insured with the Insurer's consent for representation of the Insured at any Coronial Inquest, Inquiry or any proceedings in any court or tribunal in connection with liability insured against by this Policy.

The amounts of such Supplementary Payments incurred, except payments in settlement of claims and suits, are payable by the Insurer in addition to the applicable Limit of Liability of this Policy.

However, in respect of any claims or suits originating in any court in North America, the applicable Limit of Liability shown in the Schedule shall be inclusive of all Supplementary Payments and not additional to it.

In the event of a payment exceeding the Limit of Liability being made to finalise a claim, the liability of the Insurer to pay costs, expenses and interest under the Policy shall be limited to that proportion of those costs, expenses and interest as the Limit of Liability bears to the amount paid to finalise the claim.

Limits of Liability and Excess

The Limit of Liability is the amount stated in the Schedule. This is the maximum amount the Insurer will pay for any one Occurrence provided that, for all legal liability directly or indirectly arising out of the Products, or Pollution, the Insurer's total aggregate liability during any one Period of Insurance will not exceed the Limit of Liability.

The Limit of Liability is inclusive of and not additional to any applicable Excess. However, in respect of any sub limited items the sub limit shall be additional to any applicable Excess.

The Insured must pay the Excess for each Occurrence, including for any Supplementary Payments made.

Policy Definitions

For the purpose of determining the cover provided by this Policy:

1. "Advertising Liability" means:

   Liability arising out of any unintentional:

   (i) defamation, or

   (ii) any breach of the misleading or deceptive conduct provisions of the Competition and Consumer Act 2010 or any Fair Trading or similar legislation of any country, state or territory; or

   (iii) any breach of copyright or passing off of title or slogan; or

   (iv) unfair competition, piracy, misappropriation of advertising ideas or style of doing business; or

   (v) invasion of privacy;

committed or alleged to have been committed during the Period of Insurance in any advertisement, publicity article, broadcast or telecast and caused by or arising out of the advertising of the Insured's Products or services.

In the event of Advertising Liability claims arising from an infringement or breach of copyright such liability in respect of each claim shall be deemed to have occurred on the day such infringement or breach was first discovered by the copyright holder and subject to the sub limit and Excess shown in the schedule.

2. "Aircraft" means any craft or object designed to travel through air or space, other than model aircraft.

3. "Business" means the business as described in the Schedule (and, where applicable, as further described in any more specific underwriting information provided to the Insurer at the time when this insurance was negotiated) and shall include:

   (i) the ownership and maintenance of premises or the tenancy thereof by the Insured.

   (ii) the provision of any sponsorships, charities, first aid, medical, ambulance or fire fighting services by the Insured or on the Insured's behalf.

   (iii) private work undertaken by the Insured's employees for any of the Insured's directors, partners, proprietors, officers or executives.

(iv) the provision of any canteen, social or sporting clubs or welfare or child care facilities by the Insured or on the Insured's behalf, which are primarily for the benefit of the Insured's employees.

4. "Compensation" means monies paid or agreed to be paid by judgment, award or settlement for Personal Injury, Property Damage or Advertising Liability. Provided that such Compensation is only payable in respect of an Occurrence to which this insurance applies.

5. "Computer System" means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

6. "Contracted Labour" means hired labourers, contractors or sub-contractors or any employee of any hired labourers, contractors or sub-contractors whilst engaged by the Insured to replace or supplement the Insured's workforce thus performing work on the Insured's behalf or for the Insured's benefit. The term Contracted Labour does not mean occasional maintenance or repair contractors specifically engaged for such occasional maintenance or repair of the Insured's assets other than the Insured's stock in trade or Products.

7. "Cyber Act" means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

8. "Cyber Incident" means:

   (i) a failure to act, any error or omission or series of related failures to act, errors or omissions involving access to, processing of, use of or operation of any Computer System; or
   (ii) a breach of duty, statutory duty or regulatory duty or trust or series of related breaches of duty, statutory duty or regulatory duty or trust involving access to, processing of, use of or operation of any Computer System; or
   (iii) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

9. "Cyber Loss" means any actual or alleged loss, damage, liability, claim, cost, statutory fine, penalty or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

10. "Data" means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

11. "Employment Practices" means any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, sexual harassment or discrimination in respect of employment or prospective employment by the Insured.

12. "Excess" means the amount of money specified in the Schedule or otherwise stated in the Policy as the Excess that the Insured must pay or contribute as the first payment for each Occurrence giving rise to a claim, including Supplementary Payments.

13. "Hovercraft" means any vessel, craft or device made or intended to float on or in or travel on or through the atmosphere or water on a cushion of air provided by a downward blast.

14. “Incidental Contracts” means:

(i) any written rental agreement or lease of real or personal property entered into for the purpose of the Business described in the Schedule that does not carry an obligation to insure such property or be strictly liable regardless of fault.

(ii) any written contract with any authority or entity responsible for the supply of electricity, fuel, gas, natural gas, air, steam, water, sewerage reticulation control systems, waste disposal facilities, telephone and communication services or other essential services, except those contracts in connection with work done for such authorities or entities.

(iii) any written contract with any railway authority for the loading, unloading or transport of Products, including contracts relating to the operation of railway sidings.

(iv) those contracts specified in the Schedule.

15. “The Insured” means:

(i) the person(s), corporations or other organisations specified in the Schedule,

(ii) all existing subsidiaries (including subsidiaries thereof) or any other entity under the Insured’s control over which the Insured exercises active management which are incorporated in the Commonwealth of Australia

(iii) every subsidiary or other organisation of the Insured which is divested during the Period of Insurance, but only in respect of claims made against such divested subsidiary, related or controlled corporation or organisation caused by or arising out of Occurrences insured against by this Policy, which occurred prior to the divestment but during the Period of Insurance.

(iv) every past, present or future director, stockholder or shareholder, partner, proprietor, officer, executive, employee of the Insured (including the spouse of any such person while accompanying such person on any commercial trip or function in connection with the Business) or volunteer while such persons are acting for or on behalf of the Insured or within the scope of their duties in such capacities.

(v) any employee superannuation fund or pension scheme managed by or on behalf of the Insured, and the trustees and the directors of the trustee of any such employee superannuation fund or pension scheme which is not administered by corporate fund managers.

(vi) every Principal in respect of such Principal’s vicarious liability arising out of the performance by or on behalf of the Insured of any contract or agreement for the performance of work for such Principal, but only to the extent required by such contract or agreement and in any event only for such coverage and Limits of Liability as are provided by this Policy.

(vii) every person, corporation, organisation, trustee or estate to whom or to which the Insured is obligated by reason of law (whether written or implied) to provide insurance such as is afforded by this Policy, but only to the extent required by such law and in any event only for such coverage and Limits of Liability as are provided by this Policy.

(viii) every officer, member, employee or voluntary helper of the Insured’s canteen, social and/ or sporting clubs, first aid, medical, ambulance or fire fighting services, charities, welfare or child care facilities, while acting in their respective capacities as such.

(ix) any director, partner, proprietor, officer or executive of the Insured in respect of private work undertaken by the Insured’s employees for such person and any employee whilst actually undertaking such work.

(x) every party including joint venture companies and partnerships to whom the Insured is obligated by virtue of any contract or agreement to provide insurance such as is afforded by this Policy; but only to the extent required by such contract or agreement and in any event only for such coverage and Limits of Liability as are provided by this Policy.

Provided that cover applies only where this does not contravene any applicable currency or exchange regulations, insolvency laws, or any laws or regulations relating to the carrying on of insurance business in the countries of domicile of any insured under this Policy or the Insurer.

16. "Medical Persons" means
(i) legally qualified registered nurses and first-aid attendants;
(ii) legally qualified medical practitioners and dentists not directly employed by the Insured.

17. "North America" means:

(i) the United States of America and the Dominion of Canada,

(ii) any state, territory or protectorate incorporated in, or administered by, the United States of America or the Dominion of Canada; and

(iii) any country or territory subject to the laws of the United States of America or the Dominion of Canada.

18. "Occurrence" means an event or events, including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury, Property Damage or Advertising Liability that is neither expected nor intended (except assault and battery as detailed in the definition 20(v) Personal Injury) from the standpoint of the Insured.

With respect to Personal Injury or Property Damage, all events of a series consequent upon or attributable to one source or original cause shall be deemed to be one Occurrence.

All Advertising Liability arising out of the same injurious material, breach of copyright or act (regardless of frequency or repetition thereof, the number and type of media used or the number of claimants) shall be deemed to be one Occurrence. Further, in respect of breach of copyright, all claims from any one copyright holder shall be deemed to be one Occurrence.

19. "Period of Insurance" means the Period of Insurance specified in the Schedule and any extension thereof which may be agreed in writing between the Insured and the Insurer.

20. "Personal Injury" means:

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

(ii) false arrest, false imprisonment, wrongful detention, malicious prosecution or humiliation;

(iii) wrongful entry or wrongful eviction or other invasion of privacy;

(iv) defamation of character;

(v) assault and battery not committed by or at the Insured's direction, unless committed for the purpose of preventing or eliminating danger to persons or property.

21. "Policy" means this document and any endorsement, specification, attachment or memoranda affixed (or intended to be affixed) to it, the Schedule and the Proposal.

22. “Pollutants” means any solid, liquid, biological, radiological, gaseous or thermal irritant or contaminant whether occurring naturally or otherwise including smoke, vapours, soot, fumes, acids, alkalis, chemicals and waste material. ‘Waste material’ includes materials that are intended to be recycled, reconditioned or reclaimed.

23. “Principal” means a person or entity that engages another to do any act for their own benefit, or on their own account.

24. “The Products” means anything manufactured, constructed, erected, assembled, installed, grown, extracted, produced or processed, treated, altered, modified, repaired, serviced, bottled, labelled, handled, sold, supplied, re-supplied or distributed, imported or exported, by or on behalf the Insured (including the Insured’s predecessors in the Business), including any packaging or containers thereof, including the design, formula or specification, directions, markings, instructions, advice or warnings given or omitted to be given in connection with such products and anything which, by law or otherwise, the Insured is deemed to have manufactured in the course of the Business including discontinued products.

    Provided always that for the purpose of this insurance the term “Products” shall be deemed not to include:

    (i) food and beverages supplied by or on the Insured’s behalf to the Insured’s employees as a staff benefit or,

    (ii) any vending machine or any other property rented to or located for use of others but not sold by the Insured;

    and any claims made against the Insured in respect of Personal Injury or Property Damage arising out of any Occurrence in connection with (i) or (ii) shall be regarded as Public Liability claims.

25. “Products Liability” means the Insured’s legal liability for Personal Injury or Property Damage caused by or arising out of any Products or the reliance upon a representation or warranty made at any time with respect to such products; but only where such Personal Injury or Property Damage occurs away from premises owned or leased by or rented to the Insured and after physical possession of such products has been relinquished to others.

26. “Property Damage” means:

    (i) physical loss, destruction of or damage to tangible property, including the loss of use resulting therefrom, or

    (ii) loss of use of tangible property that has not been physically damaged, physically lost or physically destroyed provided such loss of use is caused by physical damage to, physical loss of or physical destruction of other tangible property provided that such loss of use is caused by or arises out of an Occurrence.

27. “Proposal” means the application form or any other type of submission completed by or on behalf of the Insured in which the Insured or the Insured’s representative has provided the information upon which the Insurer relied to enter into this Policy.

28. “Public Liability” means the Insured’s legal liability for Personal Injury or Property Damage happening during the Period of Insurance within the Territorial Limits as a result of an Occurrence happening in connection with the Business other than Products Liability.

29. “Schedule” means the most current Schedule issued by the Insurer in connection with this Policy. The Policy details are set out in the Schedule and must be read in conjunction with the Policy wording. If there is any conflict between the wording on the Schedule and that which appears in the Policy wording then it is the wording on the Schedule which will prevail.

30. “Territorial Limits” means:

(i) anywhere in the Commonwealth of Australia and its external territories;

(ii) elsewhere in the World other than North America, but excluding any claims or actions instituted within any country, state or territory where the law requires that such liability only be insured or secured with an insurer or organisation licensed or authorised in that country, state or territory.

(iii) overseas business visits by any of the Insured’s directors, partners, officers, executives or employees but not where they perform manual work in North America.

In respect of the Products the indemnity granted in relation to such Products shall not apply to claims in respect of Personal Injury or Property Damage or Advertising Liability happening in North America where such Products have been exported to North America with the Insured’s knowledge.

31. “Terrorism” means an Act of Terrorism including 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, ethnic 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:

(i) involves violence against one or more persons, or

(ii) involves danger to property; or

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

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

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

32. “Tool of Trade” means a Vehicle that has tools, implements, machinery or plant forming part of or attached to or towed by the Vehicle and is being used by the Insured at their premises or on any Worksite. Tool of Trade does not include any Vehicle whilst travelling to or from a Worksite or Vehicles that are used to carry goods to or from any premises.

33. “Vehicle” means any type of machine on wheels or on self-laid tracks made or intended to be propelled by other than manual or animal power, and any trailer or other attachment to be utilised in conjunction with or drawn by any such machine.

34. “Watercraft” means any vessel, craft or thing made or intended to float on or in or travel on or through water, other than a Hovercraft.

35. “The Insurer” means the Insurer or Insurers shown in the Schedule.

36. “Worksite” means any premises or site where any work is performed for or in connection with the Business.

Policy Exclusions

This Policy does not cover any liability;

1. Advertising Liability

   for Advertising Liability directly or indirectly caused by, in connection with or contributed to by or arising from:

   (i) a failure of performance of contract, but this exclusion shall not apply to claims resulting from unauthorised appropriation of ideas based upon alleged breach of an implied contract;

   (ii) an incorrect description of any Product, article or commodity;

   (iii) a mistake in advertised price.

2. Aircraft, Hovercraft

   for Personal Injury or Property Damage arising from the ownership, maintenance, operation or use by the Insured of any Aircraft or Hovercraft.

3. Aircraft Products

   for Personal Injury or Property Damage arising out of any Products including fuel which, with the Insured's knowledge, is intended for incorporation into the structure, machinery or controls of any Aircraft.

4. Asbestos

   for Personal Injury or Property Damage (including loss of use of property) directly or indirectly caused by or arising from exposure to asbestos or materials containing asbestos.

5. Assumed Liability

   liability which has been assumed by the Insured under any contract or agreement that requires the Insured to:

   (i) effect insurance over property, either real or personal.

   (ii) assume liability for, Personal Injury or Property Damage regardless of fault; provided that this exclusion shall not apply with regard to:

   a. liabilities which would have been implied by law in the absence of such contract or agreement; or

   b. liabilities assumed under Incidental Contracts; or

   c. terms regarding merchantability, quality, fitness or care of the Products which are implied by law or statute; or

   d. liabilities assumed under the contracts specifically designated in the Schedule or in any endorsement(s) to this Policy.

6. Australian Standards

for Personal Injury or Property Damage arising out of the importation, manufacture, sale, supply, distribution and/or use of any Products which, by design, do not comply with the relevant Australian Standards and or Building Code.

7. Breach of Professional Duty

arising out of any breach of duty owed in a professional capacity by the Insured or any person(s) for whose breaches the Insured may be held legally liable, but this exclusion shall not apply to claims:

(i) arising out of advice which is given by the Insured for no fee or,

(ii) arising out of advice given in respect of the use or storage of the Products or,

(iii) arising out of the rendering of or failure to render professional medical advice by Medical Persons engaged by the Insured to provide first aid and other medical services on the Insured's premises provided that the Business is not involved in the provision of medical services, and,

which result in Personal Injury or Property Damage.

8. Communicable Disease Exclusion

Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

(i) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

(ii) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

(iii) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

9. Cyber exclusion (Total)

for Personal Injury, Advertising Liability, Property Damage or, Errors and Omissions arising out of or caused by or in connection with Cyber Loss, or loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any Data, including any amount pertaining to the value of such Data;

This Exclusion supersedes any provision in the Policy or any Endorsement bearing on Cyber Loss.

10. Damage to the Products

for Property Damage to the Products where such damage is directly caused by a fault or defect in such Products.

11. Defamation

for defamation:

(i) resulting from statements made prior to the commencement of the Period of Insurance.

(ii) resulting from statements made at the Insured's direction with knowledge that such statements are false.

(iii) related to advertising, broadcasting, publishing or telecasting actives conducted by or on behalf of the Insured if the Insured's principal occupation is advertising, broadcasting, publishing or telecasting.

12. Employers Liability

(i) for Personal Injury to any Worker in respect of which the Insured is or would be entitled to indemnity under any policy of insurance, fund, scheme or self insurance pursuant to or required by any legislation relating to Workers' Compensation or Accident Compensation whether or not such policy, fund, scheme or self insurance has been effected.

Provided that this Policy will respond to the extent that the Insured's liability would not be covered under any such policy, fund, scheme or self insurance arrangement had the Insured complied with its obligations pursuant to such law.

(ii) imposed by:

the provisions of any industrial award or agreement or determination or any contract of employment or workplace agreement where such liability would not have been imposed in the absence of such industrial award or agreement or determination or contract of employment or workplace agreement or any law relating to Employment Practices.

For the purpose of this Exclusion

the term 'Worker' means any person deemed to be employed by the Insured pursuant to any Workers' Compensation Law. Voluntary workers and work experience students shall not be deemed to be the Insured's Workers.

13. Fines, Penalties, Punitive, Exemplary or Aggravated Damages

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

14. Liquidated Damages

arising out of liquidated damages clauses, penalty clauses or performance warranties except to the extent that such liability would have attached and be otherwise covered by this Policy in the absence of such clauses or warranties.

15. Loss of Use

for loss of use of tangible property, which has not been physically lost, destroyed or damaged, arising out of:
a delay in or lack of performance by or on behalf of the Insured of any contract or agreement; or

failure of the Products or work performed by or on behalf of the Insured to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by the Insured; but this exclusion shall not apply to the Insured's liability for loss of use of other tangible property resulting from sudden and accidental physical loss, destruction of or damage to the Products or work performed by or on behalf of the Insured, as a result of an Occurrence and after such products or work have been put to use by any person or organisation other than the Insured.

16. Microorganism

for any Personal Injury, Property Damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to mould, mildew, fungus and/or spores.

This Exclusion applies regardless whether there is:

(i) any Property Damage;

(ii) any insured peril or cause, whether or not contributing concurrently or in any sequence;

(iii) any loss of use, occupancy or functionality; or

(iv) any action required, including but not limited to repair, replacement, removal, clean-up, abatement, disposal, relocation or steps taken to address medical or legal concerns.

This Exclusion replaces and supersedes any provision in the Policy that provides insurance, in whole or in part for these matters other than Personal Injury or Property Damage arising from mould, mildew, fungus and/or spores that are on, or are contained in products intended for ingestion by humans or animals and that are covered by this Policy.

17. PFAS Exclusion
for actual or alleged loss, liability, damage, compensation, injury, sickness, disease,death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with any PFAS, such as any perfluoroalkyl or polyfluoroalkyl substances for example.

For the purposes of this Exclusion, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor,contain, test for or in any way respond to or assess the effect of any PFAS, such as any perfluoroalkyl or polyfluoroalkyl substances for example.

If Insurers allege that this Exclusion applies to any claim under this Policy the burden of proving the contrary shall be upon the Insured.

PFAS means any organic molecule, salt, free radical or ion, the composition of which includes at least one:
a. perfluorinated methyl group (-CF3); or
b. perfluorinated methylene group (-CF2-).

18. Property in Physical or Legal Control

(i) for Property Damage to property owned by the Insured or,

(ii) for Property Damage to property in the Insured's physical or legal care, custody or control but this exclusion shall not apply with regard to:

a. the personal property, tools and effects of any of the Insured's directors, partners, proprietors, officers, executives or employees, or the clothing and personal effects of any of the Insured's visitors.

b. premises or part(s) of premises (including their contents) leased or rented to, or temporarily occupied by, the Insured for the purpose of the Business, but no cover is provided by this Policy if the Insured has assumed the responsibility to insure such premises.
c. any other property temporarily in the Insured's possession for the purpose of being worked upon; but no indemnity is granted for damage to that part of any property upon which the Insured is or has been working if the damage arises out of such work.
d. any Vehicle (including its contents, spare parts and accessories while they are in or on such Vehicle) not belonging to or used by the Insured, 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 as part of the business.

e. any other property (except property owned by the Insured) whilst in the Insured's physical or legal care, custody or control where the Insured has accepted or assumed legal liability for such property. Provided that the Insurer's liability under this clause shall not exceed $100,000, or any other sublimit as shown in the Schedule, in respect of any one claim or series of claims arising out of any one Occurrence and in the aggregate any one Period of Insurance.

19. Pollution

(i) for Personal Injury or Property Damage directly or indirectly arising out of the discharge, dispersal, release or escape of Pollutants into or upon land, the atmosphere or any water course or body of water.

(ii) For the cost of testing and monitoring for, removing, nullifying, or cleaning up of Pollutants.

Provided that, with respect to any such liability which may be incurred anywhere other than North America, exclusions 19(i) and 19(ii) shall not apply where such discharge, dispersal, release or escape is caused by a sudden, identifiable, unintended and unexpected event from the standpoint of the Insured which takes place in its entirety at a specific time and place.

for the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants caused by any of the Products that have been discarded, dumped, abandoned or thrown away by others.

20. Product Guarantee

for any Products warranty or guarantee given by or on behalf of the Insured, but this exclusion shall not apply to the requirements of any Federal or State legislation as to product safety and information.

21. Product Recall

for damages, costs or expenses arising out of the withdrawal, recall, inspection, repair, reconditioning, modification, reinstallation, replacement or loss of use of any Products where such Products are withdrawn or recalled from the market or from use by any person or organisation because of any known, alleged or suspected defect or deficiency in such Products.

22. Nuclear and Radioactive Contamination

for radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion. Provided that this exclusion shall not apply to liability arising from radio-isotopes, radium or radium compounds when used away from the place where such are made or produced and when used exclusively incidental to ordinary industrial, educational, medical or research pursuits.

23. Rectification of Faulty Workmanship

for the cost or expenses of performing, completing, correcting or improving any work, or service undertaken or Product supplied by or on behalf of the Insured.

24. Sanction Laws

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

25. Silica

This Policy does not cover any liability for Personal Injury or Property Damage (including loss of use of property) directly or indirectly caused by or arising from exposure to silica or materials containing silica.

26. Smoking

for any Personal Injury directly or indirectly arising out of or in any way connected with, the inhalation or ingestion of or exposure to tobacco or tobacco smoke, mist or vapour from vapes or any ingredient or additive present in any articles, items or goods which contain or include tobacco.

27. Terrorism

for loss, damage, liability, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss. Provided that, this exclusion also excludes loss, damage, liability, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

28. TSE

for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from, or in consequence of, or in any way involving any actual or probable causal elements (e.g. prions) and any connected, possible illness in the area of transmissible spongiform encephalopathy (TSE) such as, for example, bovine spongiform encephalopathy (BSE) or new variant Creutzfeldt-Jakob disease (CJD) whether affecting humans or animal life.

29. Vehicles

for Personal Injury or Property Damage arising out of the ownership, possession or use by the Insured of any Vehicle:

(i) which is registered or which is required under any legislation to be registered, or

(ii) in respect of which compulsory liability insurance or statutory indemnity is required by virtue of legislation (whether or not that insurance is effected);

but Exclusions 29(i) and 29(ii) shall not apply to:

(iii) Personal Injury where:

a. that compulsory liability insurance or statutory indemnity does not provide indemnity, and

b. the reason or reasons why that compulsory liability or statutory indemnity does not provide indemnity do not involve a breach by the Insured of legislation relating to Vehicles.

(iv) any Vehicle (including any tool or plant forming part of or attached to or used in connection with such Vehicle) whilst being operated or used by or on behalf of the Insured as a Tool of Trade at the Insured's premises or on any Worksite.

(v) the delivery or collection of goods to or from any Vehicle.

(vi) the loading or unloading of goods to or from any Vehicle.

(vii) any Vehicle temporarily in the Insured's custody or control for the purpose of parking.

30. Welding and allied processes

arising out of the Insured's or other persons working on behalf of the Insured not having strictly complied with the relevant Australian Standard as set out in the Standard or as amended when involved in welding, thermal or oxygen cutting or heating or other related heat producing or spark producing operations.

31. War

for war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under order of any government or public or local authority.

32. Watercraft

for Personal Injury or Property Damage arising from the ownership, operation or use by the Insured of any Watercraft exceeding eight (8) metres in length, whilst such Watercraft is afloat. Provided that this exclusion shall not apply with regard to claims arising out of Watercraft owned by others and used by the Insured for business entertainment.

Claims Procedures

1. Goods and Services tax

   The Insured must inform the Insurer of the extent to which they are entitled to an input tax credit for the premium each time that a claim is made under this Policy. No payment will be made to the Insured for any GST liability that arises on the settlement of a claim under this Policy when the Insurer has not been informed of the Insured's entitlement or correct entitlement to an input tax credit.

   Notwithstanding anything contained in this Policy (including the Schedule and any endorsements attached hereto) to the contrary, the Insurer's liability will be calculated after taking into account:

   (i) any input tax credit to which the Insured, or any claimant against the Insured, is entitled for any acquisition relevant to a claim paid under this Policy; and

   (ii) any input tax credit to which the Insured, or any claimant against the Insured, would have been entitled were the Insured or the claimant to have made a relevant acquisition; and

   (iii) the GST exclusive amount of any supply made by the Insured which is relevant to the Insured's claim.

   If the applicable Limit of Liability is not sufficient to cover the claim, the Insurer will only pay GST (less any relevant input tax credit) that relates to the Insurer's proportion of the claim.

   The terms 'GST', 'input tax credit', 'acquisition' and 'supply' have the meanings ascribed to them in the A New Tax System (Goods and Services Tax) Act 1999.

   thing herein contained shall be held to vary, alter, waive or extend any of the terms, Claims Conditions, General Conditions, Exclusions or Definitions of this Policy other than as stated above.

2. Notification of occurrence, claim or

   suit The Insured shall give:

   (i) written notice to the Insurer, as soon as reasonably practicable, of any claim made against the Insured or any Occurrence that may give rise to a claim being made against the Insured and which is covered by this Policy.

   (ii) all such additional information that the Insurer may reasonably require and every demand, writ, summons, proceedings, impending prosecution or inquest and all documents relating to the claim or Occurrence shall be forwarded to the Insurer as soon as practicable after they are received by the Insured.

3. The Insurers rights regarding claims

   Following the happening of any Occurrence in respect of which a claim is, or may be, made under this Policy, the Insurer shall have full discretion in the conduct of any proceedings in connection with any claim. The Insured shall give such information and assistance that the Insurer may reasonably require in the prosecution, defence or settlement of any claim.

   The Insurer may at any time pay to the Insured, in respect of all claims against the Insured arising directly or indirectly from one source or original cause:

The amount of the Limit of Liability or such other amount specified in respect thereof (after deduction of any sum already paid by the Insured, which sum would reduce the amount of the Insurers unfulfilled liability in respect thereof); or any lesser sum for which the claim can be settled.

Upon making such payment, the Insurer shall relinquish conduct and control of, and be under no further liability under this Policy in connection with, such claim except for Supplementary Payments:

(i) 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

(ii) incurred by the Insurer, or by the Insured with the Insurer's written consent, prior to the date of such payment.

4. The Insured's duties in the event of an Occurrence, claim or suit

The Insured shall not, without the written consent of the Insurer (which will not be unreasonably withheld, conditioned, or delayed), make any admission, offer, promise or payment in connection with any Occurrence or claim.

The Insured shall use the best endeavours to preserve all property, products, appliances, plant, and all other things which may assist in the investigation or defence of a claim or suit or in the exercise of rights of subrogation and, so far as may be reasonably practicable, no alteration or repair shall be effected without the Insurer's consent until the Insurer has had an opportunity of inspection.

The Insured shall, when so requested, provide the Insurer with details of any other insurances current at the time of any Occurrence, Personal Injury, Property Damage or Advertising Liability and covering any of the liability insured by this Policy.

Policy Conditions

1. Adjustment of premium

   This condition is only applicable if an adjustment clause is included in the relevant Schedule.

   If the first premium or any renewal premium for this Policy or any part thereof shall have been calculated on estimates provided by the Insured, the Insured shall keep an accurate record containing all particulars relative thereto and shall at all reasonable times allow the Insurer to inspect such record.

   The Insured shall, where requested by the Insurer after the expiry of each Period of Insurance, provide to the Insurer such particulars and information as may be required as soon as reasonably practicable. The premium for such Period shall thereupon be adjusted and any difference paid by or allowed to the Insured, as the case may be, subject to retention by the Insurer of any minimum retained premium that may have been agreed upon at inception or the last renewal date of this Policy.

2. Alteration of risk

   Every change which substantially varies any of the material facts or circumstances existing at the commencement of each Period of Insurance, that shall come to the knowledge of the Insured's officer responsible for insurance matters, shall be notified to the Insurer as soon as reasonably practicable thereafter and the Insured shall (if so requested) pay such reasonable additional premium as the Insurer may require.

3. Bankruptcy or insolvency

   In the event that the Insured should become bankrupt or insolvent, the Insurer shall not be relieved thereby of the payment of any claims hereunder because of such bankruptcy or insolvency.

   In case of execution against the Insured of any final judgment covered by this Policy being returned 'unsatisfied' by reason of such bankruptcy or insolvency, then an action may be maintained by the injured party or their representative against the Insurer in the same manner, and to the same extent as the Insured but not in excess of the Limit of Liability

4. Breach of condition or warranty

   The Insured's rights under this Policy shall not be prejudiced by any unintentional or inadvertent:

   (i) breach of a condition or warranty without the Insured's knowledge or consent, or

   (ii) error in the name or title of any person(s), corporation or other organisation which forms part of the definition of the Insured; or

   (iii) error in name or situation of property or

   (iv) failure to report any property or entity or insurable exposure in which the Insured has an interest.

   Provided always that, upon discovery of any such fact or circumstances referred to above, the Insured's officer responsible for insurance matters shall give written notice thereof to the Insurer as soon as reasonably practicable thereafter and the Insured shall (if so requested) pay such reasonable additional premium that may be required.

5. Cancellation of this policy By the Insured

The Insured may cancel this Policy at any time by tendering notice in writing to the Insurer to that effect, in which event the cancellation will become effective from the earlier of the date
the notice is received by the Insurer or the date on which the Insured arranged alternative insurance protection.

By the Insurer

The Insurer may cancel this Policy in any of the circumstances set out in Sections 60 or 61 of the Insurance Contracts Act 1984 (as amended).

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

(i) the time when another policy of insurance between the Insured and the Insurer or some other insurer, being a policy that is intended by the Insured to replace this Policy, is entered into; or

(ii) at 4.00 p.m. on the thirtieth (30th) business day after the day on which notification was given to the Insured.

In the event of cancellation of this Policy by the Insured, the Insured shall be entitled to a pro rata refund of premium less 10% (to recover administration costs incurred) and subject to any minimum and deposit premium, minimum retained premium or other cancellation condition that may have been applied.

In the event of cancellation of this Policy by the Insurer, the Insured shall be entitled to a pro rata refund of premium and subject to any minimum and deposit premium, minimum retained premium or other cancellation condition that may have been applied.

If the premium is subject to adjustment, cancellation will not affect the Insured's obligation to supply the Insurer with such information as is necessary to permit the premium adjustment to be calculated.

6. Cross liabilities

This insurance extends to indemnify each of the parties specified in Policy Definition 15 separately in the same manner and to a like extent as though policies had been issued in their separate names. In particular, but without limiting the foregoing, this insurance shall indemnify each of the insured parties in respect of claims made by any other of such parties.

Provided always that:

(i) each of such parties shall be separately subject to the terms, Claims Conditions, General Conditions, Exclusions and Definitions of this Policy in the same manner and to a like extent as though separate policies had been issued, and

(iv) in no case shall the amount payable by the Insurer in respect of any one claim or series of claims arising out of any one Occurrence or in the aggregate, as the case may be, exceed the applicable Limit of Liability as specified in the Schedule.

7. Inspection and audit

For the purpose of investigating and verifying a claim or potential claim under this Policy, the Insurer shall be permitted, but not obligated, to inspect the Insured's premises and operations at any reasonable time. Neither the right to make inspections, nor the failure to make inspections, nor the making of inspections, nor any report of an inspection shall constitute an undertaking, on behalf of or for the benefit of the Insured or others, to determine or warrant that such premises or operations are safe or healthful or are in compliance with any law, rule or regulation.

The Insurer may examine and audit the Insured's books and records at any time during the currency of this Policy and within three (3) years after the final termination of this Policy, but only for the purpose of investigating and verifying a claim or potential claim under this Policy.

8. Jurisdiction

This contract of insurance shall be governed by and construed in accordance with the laws of Australia and the States and Territories thereof. Each party agrees to submit to the jurisdiction of any Court of competent jurisdiction in a State or Territory of Australia and to comply with all requirements necessary to give such Court jurisdiction. All disputes arising under this Policy shall be determined in accordance with the law and practice of such Court.

9. Misrepresentation and Non-disclosure

If the Insured before this policy was entered into:

(i) failed to disclose any matter which the Insured was under a duty to disclose to the Insurer(s): or

(ii) made a misrepresentation to the Insurer(s) before this Policy was entered into,

and if the Insurer would not have entered into this Policy for the same premium and on the same terms and conditions expressed in this Policy but for the failure to disclose or the misrepresentation then:

(a) the liability of the Insurer in respect of any claim will be reduced to an amount to place the Insurer in the same position in which the Insurer would have been placed if such non-disclosure had not occurred or such misrepresentation had not been made: or

(b) if the non-disclosure or misrepresentation was fraudulent, the Insurer may avoid this Policy.

10. Non-imputation

Where this insurance is arranged in the joint names of more than one Insured, as described in Policy Definition 15, it is hereby declared and agreed that:

(i) each Insured shall be covered as if it made its own proposal for this insurance.

(ii) any declaration, statement or representation made in any proposal shall be construed as a separate declaration, statement or representation by each Insured.

(iii) any knowledge possessed by any Insured shall not be imputed to the other Insured(s).

11. Other Insurance

To the extent permitted by law, in the event that any claim arises for which the Insured is entitled to indemnity under this Policy and also under any other policy or policies, and the Insured elects to pursue indemnity under this Policy, the Insured must inform the Insurer of the full details of all such other insurances, and must provide all reasonable assistance to the Insurer in enforcing their rights to proportional contribution.

12. Reasonable precautions The Insured must:

(i) exercise reasonable care that only competent employees are employed and take reasonable measures to maintain all premises, fittings and plant in sound condition.

(ii) take reasonable precautions to prevent:

a. Personal Injury and Property Damage

b. the manufacture, sale or supply of defective Products.

(iii) comply and ensure that employees, servants and agents comply, with all applicable statutory obligations, by-laws or regulations imposed by any public authority in respect of the safety of persons or property.

(iv) at the Insured's own expense, take reasonable action to trace, recall or modify any Products containing any defect or deficiency which defect or deficiency the Insured has knowledge of or has reason to suspect.

13. Several liability clause
The subscribing underwriter obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing underwriters are not responsible for the subscription of any co-subscribing underwriter who for any reason does not satisfy all or part of its obligations.

14. Subrogation and allocation of the proceeds of recoveries

Subject to Policy Condition 14, any corporation, organisation or person claiming under this insurance shall, at the Insurer's request and expense, do and concur in doing and permit to be done all such acts and things that may be necessary or may reasonably be required by the Insurer for the purpose of enforcing any rights and remedies, or for obtaining relief or indemnity from any other organisation(s) or person(s), to which the Insurer shall be or would become entitled upon paying for or indemnifying the Insured in respect of legal liability under this insurance.

Should the Insured incur any legal liability which is not covered by this insurance:

(i) due to the application of an Excess; or

(ii) where the amounts of any judgments or settlements exceed the applicable Limit of Liability;

The Insured will be entitled to the first call on the proceeds of all recoveries made, by either the Insured or the Insurer, on account of such legal liability until fully reimbursed for such uninsured amount or amounts (less the actual costs of making such recoveries where those costs are incurred by the Insurer) and any remaining amount(s) will be applied to reimburse the Insurer.

15. Subrogation waiver

Notwithstanding Policy Condition 13 the Insurer hereby agrees to waive all rights of subrogation under this Policy against:

(i) each of the parties described under Policy Definition 15,

(ii) any corporation, organisation or person which or who owns or controls the majority of the capital stock of any corporation or organisation to which or to whom protection is afforded under this Policy.

Where such corporation, organisation or person is protected from liability insured against hereunder by any other policy of indemnity or insurance, The Insurer's right of subrogation is not waived to the extent and up to the amount of such other policy.