



Limousines
Motor Vehicle
and
Public and Products
Liability Insurance





Limousines Motor Vehicle and Public and Products Liability Insurance

Incorporating:

Policy 1: Limousines Motor Vehicle Insurance Product Disclosure Statement and Policy Wording

Policy 2: Public and Products Liability Claims Occurring Policy Wording





Limousines Motor Vehicle Insurance

Product Disclosure Statement
and Policy Wording



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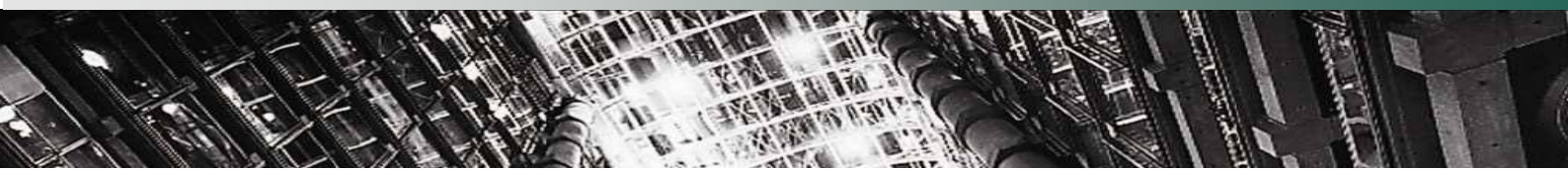
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LIMOUSINES MOTOR VEHICLE INSURANCE PRODUCT DISCLOSURE STATEMENT

About the SRS Limousines Motor Vehicle Insurance Product Disclosure Statement and Policy

This Product Disclosure Statement (PDS) is designed to help you understand the SRS Limousines Motor Vehicle Insurance Policy and to provide you with sufficient information to enable you to make an informed choice about whether to buy this insurance. It sets out some important information about the SRS Limousines Motor Vehicle Insurance Policy, including its features, benefits and costs. Please read it carefully together with the SRS Limousines Motor Vehicle Insurance Policy Wording which attaches to and forms part of this PDS and contains full details of the coverage, the exclusions and the terms and conditions applying to this insurance.

Preparation Date of this PDS: 31 August 2011

About SRS

This PDS and the SRS Limousines Motor Vehicle Insurance Policy are issued by SRS Underwriting Agency Pty Ltd ABN 89 113 929 516 AFSL 290518 as coverholder and agent on behalf of certain Underwriters at Lloyd's of London, and as agent on behalf of Berkley Insurance Company. Details of the Lloyd's syndicate numbers and the proportions of this insurance for which each of the Underwriters and Berkley Insurance Company are liable may be obtained from SRS.

SRS can be contacted at:

Level 6, 200 Mary Street
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Contacting SRS

If you have any questions or need further information concerning this insurance, you should contact your insurance broker to assist you with your enquiry. You should direct all of your correspondence to SRS through your insurance broker as he or she is your agent for this insurance.

Definitions

Defined terms are used in this PDS and throughout the Policy. The definitions are set out at page 6 of this PDS and the SRS Limousines Motor Vehicle Insurance Policy Wording.

Policy Features and Benefits

The following information is a summary of Policy features and benefits. You should refer to the Policy Wording and Your Policy Schedule for complete details of the coverage and the Exclusions and Conditions which apply.

The SRS Limousines Motor Vehicle insurance Policy has two types of cover available – Comprehensive and Third Party Cover. Comprehensive cover provides cover under Sections 1 and 2 for loss or damage to Your Vehicle and third party property and death or bodily injury. Third Party Cover provides cover under Section 2 only for third party property and death or bodily injury.

Section 1 Your Vehicle Cover

Your Vehicle Cover provides cover up to the Sum Insured for loss or damage to Your Vehicle due to Accident, fire, hail, flood, storm, earthquake, theft, attempted theft, or malicious damage occurring during the Period of Insurance.

Additional Benefits available under Section 1.1 are:

- reasonable costs of towing to the nearest repairer or place of safety, in addition to the Sum Insured.
- reasonable costs of debris removal from the scene of the Accident, in addition to the Sum Insured.
- Your contribution for general marine average and salvage charges if Your Vehicle is being transported by sea between places within Australia, up to the Sum Insured.
- cover under Section 1.1 applies to a substitute vehicle under Your legal custody or control.
- up to \$1,000 in addition to the Sum Insured, toward the reasonable costs You incur for traffic control where debris forming part of Your vehicle is causing an obstruction.

Section 2 Third Party Cover

Third Party Cover provides cover up to the Sum Insured for:

- Section 2.1 Your legal liability to pay for loss or damage to the property of other persons which results from an Accident occurring during the Period of Insurance and arises out of the use of Your Vehicle.
- Section 2.2 Your legal liability for death or bodily injury to others which results from an Accident occurring during the Period of Insurance and arises out of the use of Your Vehicle. This is supplementary cover and is subject to the limitations set out under Section 2.2 of Your Policy Wording.

Additional Benefit: Cover under Section 2 applies to a substitute vehicle under Your legal custody or control.

Exclusions apply to both Sections 1 and 2 and these are set out on pages 9 to 11 of this PDS and Policy Wording.

Policy Conditions

Coverage under Sections 1 and 2 is subject to the Claims Conditions and General Conditions set out in the Policy Wording.

Claims Conditions explain what You must do if it becomes likely that You will make a claim. They set out:

- Your obligations in the event of Accident, theft or malicious damage.
- claims notification procedures.
- Your claim responsibilities.
- Our rights and responsibilities in relation to handling Your claims.
- depreciation and contribution requirements.
- Your obligation to pay the Excess and the types of Excess payable.
- Your obligation to obtain our authorisation before carrying out repairs.
- Our entitlements in respect of salvage.
- Our entitlements in the event of Total Loss.

General Conditions explain:

- Your obligation to give written notice of any material alteration to the risk.
- Your obligation to obtain your driving history record within 14 days of a request from Us.
- Your obligation to use due diligence and take all reasonable measures to maintain all Vehicles and Accessories in sound efficient working condition and to comply with all statutory obligations, regulations and by-laws.
- how GST affects Your Policy and Your obligation to inform Us as to Your Input Tax Credit entitlements.
- Our entitlements to inspect and examine any Vehicle.
- that Your Policy only protects Your interests and such other interests as are notified to and accepted by Us.
- Our maximum liability is the relevant Sum Insured as shown in Your Policy Schedule or any sub-limit shown in Your Policy Wording.
- Your obligations in respect to payment of premium by the due date for cover to be available to You.
- Your rights and obligations in respect of Policy cancellation and Ours.

Policy Costs

The premium is calculated taking into account certain factors including:

- whether you choose Comprehensive cover or Third Party cover.
- the number and type of Vehicles You insure.
- Sums Insured.
- Your claim and loss history.
- the Excess You choose.

The premium also includes amounts payable in respect of government taxes and charges such as stamp duty and GST.

Excess

When you make a claim, an Excess applies. The Standard Excess is stated in Your Policy Schedule. An Age and Inexperience Excess may also apply as set out in the Claims Conditions of Your Policy Wording.

Cooling-off Period

If, for any reason, You decide that You do not require the Policy, and no claim has been made under the Policy, you have the right to cancel and return the Policy to Us within 14 days, which starts on the earlier of:

- The date you received confirmation of the Policy; or
- The end of the fifth day after the Policy was issued to you.

If You cancel within this 14 day period, We will refund the premium You have paid unless You have made a claim.

Your Duty of Disclosure

Under the *Insurance Contracts Act 1984* ("the Act"), You have a Duty of Disclosure. The Act requires that before a Policy is entered into, You must give Us certain information We need to decide whether to insure You and anyone else to be insured under the Policy and on what terms. Your Duty of Disclosure is different, depending upon whether this is a new Policy or not.

New Business

What you must tell us

When answering Our questions, You must be honest and You have a duty under law to tell Us everything You know, and which a reasonable person in the circumstances, would include in answer to the question. We will use the answers in deciding whether to insure You and anyone else to be insured under the policy, and on what terms.

Who needs to tell us

It is important that You understand You are answering Our questions in this way for yourself and anyone else whom you want to be covered by the Policy.

If you do not tell us

If You do not answer Our questions in this way, We may reduce or refuse to pay a claim, or cancel the policy. If You answer Our questions fraudulently, We may refuse to pay a claim and treat the Policy as never having worked.

Renewals, variations, extensions and reinstatements

Once the Policy is entered into and is no longer new business, then Your duty to Us changes. Before You renew, vary, extend or reinstate your insurance, You have a duty to disclose to Us every matter that You know, or could reasonably be expected to know, is relevant to Our decision whether to accept the risk of the insurance and, if so, on what terms.

Your duty however does not require disclosure of matter:

- that diminishes the risk to be undertaken by Us;
- that is of common knowledge;
- that We know or, in the ordinary course of Our business, ought to know;
- as to which compliance with Your duty is waived by Us.

Non-disclosure

If You fail to comply with Your Duty of Disclosure, We may be entitled to reduce Our liability under the contract in respect of a claim or may cancel the contract.

If Your non-disclosure is fraudulent, We may also have the option of avoiding the contract from its beginning.

Complaints Handling

If you are dissatisfied with this Policy, a decision SRS makes, SRS service, the service of others SRS appoints, or a claim settlement, SRS has an internal dispute resolution process to assist You. For further information, ask for a copy of the SRS Complaints and Disputes Resolution Policy or visit www.srs.com.au.

SRS Privacy Statement

SRS handles Your personal information with care in accordance with the Privacy Act. SRS collects information about You to provide You with insurance products and a claims service. SRS only provides Your personal information to certain Underwriters at Lloyd's of London and insurers (who may be located overseas), assessors, claims administrators, claims adjusters, legal advisers, and others appointed by SRS or Underwriters or insurers to assist in providing relevant products and services, or as required or permitted by law. You may elect not to supply SRS with personal information, however, SRS may then not be able to provide You with insurance products and a claims service. Where You provide SRS with personal information about others, SRS relies upon You to have made them aware of that disclosure and of the SRS Privacy Policy and to obtain their consent. You can ask SRS to update this information at any time and access it unless a legal exception applies. For further information about how SRS treats Your personal information, ask for a copy of the SRS Privacy Policy or visit www.srs.com.au.

General Insurance Code of Practice

SRS and Lloyd's of London proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry. A copy of the Code can be obtained from www.codeofpractice.com.au, or from SRS upon request.

Australian Terrorism Insurance Act 2003 Notice

The Underwriters have treated this Insurance (or part of it) as an Insurance to which the Australia Terrorism Insurance Act 2003 (ATIA) applies.

ATIA and the supporting regulations made under the Act deem cover into certain policies and provide that the Terrorism exclusion to which this Insurance is subject shall not apply to any "eligible terrorism loss" as defined in ATIA.

Any coverage established by ATIA is only in respect of any "eligible terrorism loss" resulting from a "terrorist act" which is a "declared terrorist incident" as defined in ATIA. The Terrorism exclusion to which this Insurance is subject applies in full force and effect to any other loss and any act or event that is not a "declared terrorist incident".

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged.

If any or all of the Underwriters have reinsured this Insurance with the Australian Reinsurance Pool Corporation, then any such Underwriters will not be liable for any amounts for which they are not responsible under the terms of ATIA due to the application of a "reduction percentage" as defined in ATIA which results in a cap on the Underwriter's liability for payment for "eligible terrorism losses".

Limousines Motor Vehicle Insurance Policy Wording

Definitions

The following terms have specific meanings:

Market Value	The value We determine as being the reasonable amount of money it would cost to buy or sell a Vehicle of the same make, model and condition that Your Vehicle was in at the date of its loss or damage. We will seek independent advice concerning this value.
Sum Insured	The Sum(s) Insured specified in Your Policy Schedule.
Accessories	Limousines Equipment and any items listed in the Schedule, other than portable equipment or apparatus, which is Your property and which is permanently attached and fitted to Your Vehicle for the business use of the Vehicle.
Limousines Equipment	Limousines meter, LP gas tank including fittings, Limousines roof sign and all signage, which is permanently fixed to the Vehicle for the business use of the Vehicle.
Accident	An unexpected and unintended event, other than fire, theft, hail, flood, earthquake or malicious damage.
Driver's Licence	A statutorily issued current and valid licence to drive a particular type of Vehicle at a particular time and within a particular geographical area.
Excess	Is the first amount which You pay when You claim, for loss, damage or liability which is covered by Your Policy. The Excess is applied each time You make a claim.
Period of Insurance	The period of time during which We provide cover under this Policy. It is set out in Your Policy Schedule.
Policy	The policy of insurance which includes this Policy Wording, Your Policy Schedule, and the Proposal.
Policy Schedule	The Schedule and Certificate of Insurance and attachments to them, which are most relevant to the cover provided, at the time of a loss, and which were issued to You by SRS on behalf of Us.
Proposal	The written proposal made by You, in application for this insurance, which We use with other information to determine whether to provide You with a Policy, and if so, its terms.
Total Loss	A Vehicle is regarded as being a Total Loss when it is stolen and not recovered within thirty days from the date the theft was reported to the police, or it is damaged or destroyed and We consider the cost of repairing Your Vehicle is greater than the Sum Insured or Market Value, whichever is the lesser, less the Excess and salvage value of the damaged Vehicle.
SRS	SRS Underwriting Agency Pty Ltd ABN 89 113 929 516 AFSL 290518.
Vehicle	The motor vehicle or trailer as described in Your Policy Schedule and includes Accessories.
We/Our/Ours/Us	Insurers and / or Underwriters as shown in Your Policy Schedule.
You/Your/Yours	The person(s) named as the Insured in Your Policy Schedule or other persons specifically covered by Your Policy.

Our Agreement

After You have paid or agreed to pay the premium, including Endorsement premiums, We will insure You against loss, damage or liability as provided by Your Policy from an event which occurs during the Period of Insurance. Your Policy sets out Our Agreement with You.

Your Cover

Your Policy Schedule nominates the cover which applies.

Comprehensive

When Your Policy Schedule nominates this cover, the following Policy Sections apply:

- (a) Section 1 Your Vehicle Cover; and
- (b) Section 2 Third Party Cover.

Third Party

When Your Policy Schedule nominates this cover,

- (a) Section 1 Your Vehicle Cover does not apply.
- (b) Only Section 2 Third party Cover applies.

Section 1. Your Vehicle Cover

1.1 Loss or Damage - If during the Period of Insurance Your Vehicle incurs loss or damage due to:

- Accident;
- fire, hail, flood, storm or earthquake;
- theft or attempted theft; or
- malicious damage,

We will at Our option:

- (a) Pay the amount of Our liability for the reasonable cost of repairing or replacing Your Vehicle; or
- (b) Repair or replace Your Vehicle.

With either option Our liability will not exceed the Sum Insured less any applicable deductions and any noted Accessories that You wish to retain. Unless specifically noted on Your Policy Schedule, Accessories will be limited to \$1,000 per item and \$3,000 per claim.

If any new or secondhand part or Accessory necessary for repair of Your Vehicle is not available in Australia at the time of repair, We will pay, at Our option, up to the latest listed Australian price of the manufacturer or distributor for that part or Accessory.

1.2 Additional Benefits - The following additional benefits are available under Section 1.1, provided the amount payable by Us under that Section exceeds the relevant Excess/s which apply.

1.2.1 Costs of Towing - If Your Vehicle cannot be driven as a result of an event giving rise to a claim included under Section 1.1, We will pay the reasonable cost of removing it to the nearest repairer or place of safety, or to any other place approved by Us. The amount payable is in addition to the Sum Insured.

1.2.2 Debris Removal - Where as a result of an event giving rise to a claim included under Section 1.1 debris forming part of Your Vehicle needs to be removed from the scene of an Accident, We will pay for these reasonable costs, in addition to the Sum Insured.

1.2.3 Marine Average - If Your Vehicle is being transported by sea between places within Australia during the Period of Insurance, We will pay Your contribution for general average and salvage charges where such maritime conditions apply, whether or not Your Vehicle suffers loss or damage under Section 1.1. The maximum amount We will pay is the Sum Insured for Your Vehicle which is being transported.

1.2.4 Substitute Vehicle - Cover under Section 1.1 applies to any substitute vehicle of similar type, which is under Your legal custody or control and does not belong to You, whilst it is being used as a replacement vehicle in substitution for Your Vehicle nominated in Your Policy Schedule. The Cover applying to the substitute vehicle is limited to the cover applying to Your Vehicle.

Cover only applies when:

- (a) You can prove to Our satisfaction that Your Vehicle was not drivable due to damage resulting from loss or damage as covered by this Policy or mechanical or electrical breakdown; and
- (b) The owner of the substitute motor vehicle is not entitled to cover in respect to loss, damage or liability under any other Policy; and

- (c) No more than one substitute vehicle is insured at any one time in respect of each of Your Vehicles which are not driveable.

1.2.5 Traffic Management Costs - Where as the result of an event giving rise to a claim included under Section 1.1, debris forming part of Your Vehicle is causing an obstruction and the police require the use of a traffic management and control company which is licensed and accredited in the state to direct and control traffic following an accident, We will pay up to \$1,000, in addition to the Sum Insured, toward the reasonable costs You incur for such traffic control.

Section 2. Third Party Cover

2.1 Legal Liability - We will cover You for Your legal liability to pay for loss or damage to third party property which results from an Accident occurring during the Period of Insurance and arises out of:

- the use of Your Vehicle;
- the direct and immediate operation of the loading or unloading of Your Vehicle from and to directly beside Your Vehicle;
- goods or parts being carried by or falling from Your Vehicle; or
- any authorised passenger in or on, or getting into or out of Your Vehicle

Under Section 2.1 We include the resulting costs by or on behalf of a public authority for the cleaning up and removal of a contained escape. The maximum amount We will pay for these costs for public authorities is \$250,000.

2.2 Third Party Death or Bodily Injury Supplementary Cover - We will cover any legal liability incurred by You for death or bodily injury to others which results from an Accident occurring during the Period of Insurance and arises out of the use of Your Vehicle.

However, We will not pay:

- (a) if You are entitled to be partially or wholly compensated by any statutory compulsory insurance or other insurance or fund, or accident compensation scheme; or
- (b) any amount which is below the excess or deductible amount of any statutory compulsory insurance or other insurance or fund, or accident compensation scheme; or
- (c) for any amount in excess of that recoverable under any such statutory insurance or other insurance or fund or accident compensation scheme; or
- (d) for any claim for which You would have been partially or wholly compensated, but for Your failure to insure or register Your Vehicle or lodge a claim in accordance with a requirement of any statutory compulsory insurance or other insurance or fund, or accident compensation scheme, or comply with any other term or condition; or
- (e) liability for or arising out of death or bodily injury including loss of consortium to any:
 - person driving or in charge of Your Vehicle; or
 - of Your employees, partners or co directors, or family members, or persons with whom You ordinarily reside; or
 - person if Your Vehicle is registered in the Northern Territory of Australia; or
 - arising from any industrial award, employment agreement or similar agreement or determination.

2.3 Additional Benefits - The following additional benefit is available under Section 2.1 and 2.2,

2.3.1 Substitute Vehicle - Cover under Section 2 applies to any substitute vehicle of similar type, which is under Your legal custody or control and does not belong to You, whilst it is being used as a replacement vehicle in substitution for Your Vehicle nominated in Your Policy Schedule. The Cover applying to the substitute vehicle is limited to the cover applying to Your Vehicle.

Cover only applies when:

- (a) You can prove to Our satisfaction that Your Vehicle was not drivable due to damage resulting from loss or damage as covered by this Policy or mechanical or electrical breakdown; and
- (b) The owner of the substitute motor vehicle is not entitled to cover in respect to loss, damage or liability under any other Policy; and
- (c) No more than one substitute vehicle is insured at any one time in respect of each of Your Vehicles which are not driveable.

Section 3. Exclusions

We will not pay for any loss, damage or liability, if:

- 3.1 Approved Fuel Systems** - Your Vehicle is fitted with a fuel system that does not comply with the relevant Australian Standard and the loss arises directly or indirectly from or is caused by such fuel system.
- 3.2 Australia** - Your Vehicle is outside Australia, except when Your Vehicle is in transit by sea or air between places within Australia.
- 3.3 Dangerous Goods** - You have not complied with the requirements and procedures of the Australian Code for the Transport of Dangerous Goods by Road or Rail including any other statute relating to or in respect of the transportation, storage, compatibility, labeling, or packaging of dangerous goods or any other relevant legislative or regulatory requirements.
- 3.4 Driving Under the Influence** - The event causing an Accident, loss or liability occurred while Your Vehicle was being driven by any person impaired by, or under the influence of any drug or alcohol, or by any person with a percentage of drug or alcohol in their breath or blood in excess of that permitted by law or regulation; and/or
 - (a) Following an event causing an Accident, loss or liability the driver of Your Vehicle refused to submit to any of the necessary tests to determine the percentage of drug or alcohol in the breath, blood or urine.

However, if You can prove that You could not reasonably have known that the driver of Your Vehicle, being a driver other than You, was impaired by or under the influence of any drug or alcohol, We will indemnify You but not the driver of Your Vehicle.

- 3.5 Experiments** - Your Vehicle was used in connection with the motor trade for experiment, test, trial or demonstration.
- 3.6 Illegal Purpose** - Your Vehicle was used for any illegal purpose or used illegally with Your knowledge or consent.
- 3.7 Motor Sports Events** - Your Vehicle was being used in connection with a race, trial, contest or sports event.
- 3.8 Other Agreements** - Liability is accepted by You because You have entered into any agreement without our written permission, unless Your entering into that agreement did not prejudice Our rights
- 3.9 Overloaded, Excess Mass or Over-dimensional Vehicle** - The loss, damage or liability occurred while Your Vehicle was lifting, carrying, towing a load or used in a combination in excess of that for which Your Vehicle was designed, or which is unlawful at the situation where the accident occurred
- 3.10 Police Evasion** - Your Vehicle is being driven so as to evade police apprehension.
- 3.11 Rail** - Your Vehicle is a vehicle running on rails.
- 3.12 Seizure of Vehicle** - Your legal interest in Your Vehicle ceases, or Your Vehicle is seized or taken possession of by any person lawfully entitled to do so or by operation of law.
- 3.13 Stock in Trade** - Your Vehicle was in the possession of another person for the purposes of sale.
- 3.14 Theft** - Your Vehicle is stolen by a person comprising You, or a person to whom the Vehicle is security on a loan or to whom leased or who has a financial interest over the Vehicle or where the theft relates to a debt, such as contractual payments or wages and the like, owed or allegedly owed to them.
- 3.15 Tests** - The loss, damage or liability occurred while Your Vehicle was being tested, other than in connection with service or repair by a person who is qualified to carry out the service or repair or who is acting under the supervision of such a person.
- 3.16 Unlicensed Drivers and Underage Drivers**
 - (a) Your Vehicle is driven by You or by any person with Your consent who does not hold a current and valid Driver's Licence; or
 - (b) Your vehicle is being driven by or is in the control of any person under 21 years of age.
- 3.17 Unregistered Vehicles** - Your Vehicle was unregistered at the time of the event giving rise to the loss, damage or liability.
- 3.18 Un-roadworthy Vehicles** - Your Vehicle was operated while in an un-roadworthy or unsafe condition which would be normally and reasonably detected by You and this condition contributed to the event giving rise to the loss, damage or liability.

3.19 War Risks - Loss, damage or liability is directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

Furthermore, We will not pay for:

3.20 Due Observance - Loss, damage or liability if You fail to comply with any provision of Your Policy. We may refuse to pay a claim, but in any event Our rights will be subject to the law.

3.21 Fines, Penalties, Punitive Damages - Any fines, penalties, or aggravated, exemplary or punitive damages.

3.22 Intentional Damage - Loss or damage intentionally caused by You, or any other person acting with Your express or implied consent.

3.23 Loss of Use - Any type of loss incurred because Your Vehicle could not or cannot be used or its performance is below expectations or a usual level of performance.

3.24 Mechanical, Structural, Electrical or Computer Failure - Mechanical, structural, electrical or computer failures, malfunctions or non-performance.

3.25 No more than the Sum Insured - In respect of any number of claims in total arising out of any one event, any more than the Sum Insured stated in Your Policy Schedule or any amounts otherwise specified in Your Policy.

3.26 Nuclear waste/Nuclear material/Radioactive substance/Explosives

- (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss, or
- (b) any legal liability of whatsoever nature,

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

- (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

3.27 Pre-existing Damage - The costs of repairing pre-existing damage or the costs of fixing faulty repairs.

3.28 Property in Your Custody - Loss of use of or arising out of, from or for loss or damage to property, other than property listed in Your Policy Schedule, belonging to or in the care, custody or control of You. This shall not limit Section 2 cover from applying to damage to motor vehicles belonging to employees or visitors located within Your car park or the immediate vicinity of Your car park on property owned or operated by You.

3.29 Property Carried for Reward - Loss, damage or liability arising directly or indirectly out of or to any property being carried for reward.

3.30 Safeguard of Vehicle - Further loss or damage to a Vehicle, unless reasonable steps were taken to protect or safeguard this Vehicle following the initial event.

3.31 Terrorism

- (a) Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss; or
- (b) Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

If We allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance, the burden of proving the contrary shall be upon You. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

3.32 Tyres or Wheel Rims - Damage to tyres or wheel rims caused by the application of brakes, road punctures, cuts or bursts or shredding of tread

3.33 Voluntary Loss - You voluntarily or otherwise parting with the title to, or possession of Your Vehicle, whether or not induced to do so by a fraudulent scheme, trick, device or false pretence.

3.34 Wear and Tear - Loss or damage attributable to vermin, insects, inherent vice, latent defect, wear, tear, gradual deterioration, developing flaws, contamination, rust, oxidation, corrosion, depreciation, mould or rot.

Section 4. Claims Conditions

These Conditions apply to all Sections of Your Policy

4.1 Accident, Theft and Malicious Damage – Your Obligations

- (a) In the event of an Accident, you must obtain the other driver's name, address, vehicle details, the name of their insurance company and any other relevant details such as telephone numbers of other drivers, witnesses, passengers, and Driver's Licence details of the other drivers, and other vehicle make, model and registration details, and details of owners of other property.
- (b) In the event of theft and/or malicious damage, You must notify the police as soon as possible after You become aware of the theft of or from or malicious damage to Your Vehicle. We will require details of the name of the police officer, police station and event number they give to this notification.

4.2 Claim Notification Procedures - If an event occurs which may result in a claim under this Policy, You must without delay forward to Us:

- (a) Full details in writing; and
 - (b) Any letters, notices or court documents received in connection with a claim or any potential claim,
- We do not pay for any costs or amounts, which are attributable to delays in Your advising Us of any event, third party matters or demands for payment.

4.2.1 Your Claim Responsibilities

- You, or anyone on Your behalf must:

- (a) not make any admission, offer, promise, payment or indemnity, which would prejudice Our rights at law, without Our written consent to the contrary;
- (b) use due diligence in doing everything reasonably possible to avoid or diminish any loss, damage or liability;
- (c) use Your best endeavours to preserve anything which might prove useful by way of evidence in connection with any claim;
- (d) not carry out any repairs or alterations, other than those of a necessary and temporary nature, without Our written consent;
- (e) take back the property stolen when it is recovered prior to Us paying You for the theft, if We ask You to. Under these circumstances We will pay Our liability for any loss or damage caused as a result of the theft;
- (f) give us notice in writing as soon as possible of every occurrence, claim, writ, summons, proceedings, intended prosecution and inquest, together with all information in relation to them in respect of which liability under Your Policy may arise, or on the receipt of written notice from any third party that it is their intention to make a claim against You;
- (g) give to Us all information and assistance We require in the prosecution, defence or settlement of any claim;
- (h) allow Us, at Our discretion, to take over and conduct in Your name, the defence or settlement of any claim;
- (i) notify us of any other insurance that also provides cover for any claim or part thereof under Your Policy;
- (j) pay any contribution on the cost of repairs or parts as directed by Us; and
- (k) allow Us to pay to a nominated Interested Party any amounts of Your claim settlement which You owe to them.

4.2.2 Our Claim Rights and Responsibilities

- (a) If You have agreed not to seek compensation from another person who is liable to compensate You for any loss, damage or liability which is covered by this Policy, We will not cover You under this Policy for that loss, damage or liability.
- (b) We may at Our option take over and conduct in Your name, the defence, settlement or management of any repair or third party action against You.
- (c) We may at Our option at any time pay to You, in respect of a claim the Sum Insured, Market value or any other amount which is the limit of Our liability.
- (d) Upon such payment We shall relinquish conduct or control of and be under no further liability under Your Policy in connection with such claim or claims except for costs, charges and expenses in respect of the period prior to the date of such payment covered by Your Policy (whether or not pursuant to an order made subsequently) or incurred by Us with Our written consent prior to the date of such payment.
- (e) If We agree to pay any claim under Your Policy, then regardless of whether or not actual payment has been made, We shall immediately be subrogated to any rights contractual or otherwise which You may have in connection with that claim.
- (f) We will tell You, when, how and to whom the Excess should be paid.
- (g) We will deduct any unpaid Excesses payable before paying any claim amount.

- 4.3 Depreciation and Contribution** - You may have to pay a proportion of the cost of repairing or replacing parts, which are affected by wear and tear or rust and corrosion. These parts include tyres, engines, agreed Accessories, paintwork, bodywork, batteries, trims or radiators and others not listed. The amount You have to pay is dependent upon the amount of wear these parts have when the damage or Accident occurs.
- 4.4 Excess** - You are required to contribute an Excess or Excesses towards each claim made under Your Policy. The amount of the Standard Excess and any other Excess which applies, is shown in Your Policy Schedule, on Endorsements which apply to Your Policy or elsewhere in this Policy Wording. The total Excess amount is to be paid as directed by Us.
- 4.4.1 Standard Excess** - This is the amount, which applies to each Vehicle as shown in Your Policy Schedule.
- 4.4.2 Age and Inexperience Excess**
- (a) For drivers aged 21 to 24 or if they are over 21 years and with less than 2 years practical driving experience in Australia as at the time of an Accident the Age and Inexperience Excess is \$750. The length of driving experience is a continuous period during which the driver has held a Driver's Licence to drive the Vehicle and is exclusive of any time during which a learners licence or permit applied.
 - (b) Any relevant Age and Inexperience Excess shall be added to the Standard Excess.
 - (c) The Age and Inexperience Excess amount does not apply on a claim for windscreen only damage
- 4.5 Repairs**
- (a) You may appoint a repairer of Your choice, but We reserve the right to invite, accept, adjust or decline estimates or to arrange for the removal of Your Vehicle to other repairers.
 - (b) You or Your repairer must obtain Our written agreement to commence repairs before We will accept responsibility for their cost. You agree to make Your Vehicle available for inspection by Us at a time convenient to Us. Repairs must not commence until We have inspected the Vehicle.
 - (c) We reserve the right to seek additional quotations prior to repairs being effected.
- 4.6 Salvage** - In the event of a Total Loss of Your Vehicle the salvage at Our option becomes Our property, alternatively at Our option We may deduct the value of the salvage from any claim settlement. If We elect not to take possession of Your Vehicle, You cannot abandon Your responsibilities for it.
- 4.7 Total Loss** - In the event of a Total Loss of any item or Vehicle listed in Your Policy Schedule the remaining premium for that item or Vehicle shall be retained by Us without any refund to You and the item or Vehicle removed from the Policy Schedule.

Section 5. General Conditions

These Conditions apply to all Sections of Your Policy.

- 5.1 Alteration of Risk** - You agree to give written notice to Us, as soon as is reasonably practicable of any fact or event which materially affects the risk insured by Your Policy, including but not limited to changes to the use of Your Vehicle, modifications, performance enhancements or other changes to the physical condition of Your Vehicle, or changes to Your interest in any Vehicle covered by this Policy. In such circumstances, We reserve Our rights to vary Your Policy.
- 5.2 Driving History Record** - You must within fourteen (14) days of a request from Us obtain from the relevant statutory traffic authority a record of traffic offences for which You or Your drivers have been reported, charged or convicted and all endorsements, suspensions or cancellations of a Driver's Licence.
- 5.3 Due Diligence and Reasonable Precautions** - At Your own expense You shall take all reasonable precautions and use all due diligence to prevent or minimise bodily injury and loss of or damage to Vehicles and shall take all reasonable measures to maintain all Vehicles and Accessories in sound efficient working condition and comply with all statutory obligations, regulations and by-laws imposed by any public authority for the safety of persons or property.
- 5.4 GST**
- (a) The premium includes an amount for GST.
 - (b) Our liability to indemnify You under Your Policy is calculated less any Input Tax Credit to which You are entitled for any relevant Acquisition, or to which You would have been entitled had You made a relevant Acquisition. You must inform Us of the extent to which You are entitled to an Input Tax Credit for that GST amount each time that You notify a claim under Your Policy, and any GST liability arising from Your provision of incorrect advice is payable by You.
- GST, Input Tax Credit and Acquisition have the same meaning as given to those words in a New Tax System (Goods and Services Tax) Act 1999 and related legislation and amendments.

- 5.5 Inspection** - Our representatives and agents shall at all reasonable times have the right to inspect and examine any Vehicle insured under Your Policy.
- 5.6 Other Interests and Joint Insureds** - Your Policy only protects Your interests and such other interests including financiers, owners, and lessors as are notified to and accepted by Us at the time Your Policy Schedule is issued by Us or thereafter by Us in writing. No interest in Your Policy may be transferred without Our written consent and all persons entitled to benefit under Your Policy shall be bound by the terms and conditions of Your Policy and Our rights at law. A claim lodged by any one of the persons named as the Insured in Your Policy is considered to be a claim by all of You.
- 5.7 Limit of Liability**
- (a) We will pay no more than the relevant Sum Insured shown in Your Policy Schedule (or any sub-limit shown in this Policy Wording) for any number of claims arising out of any one event.
 - (b) Such payment shall include, within the Sum Insured, the costs and expense incurred by You or on Your behalf in defense of any claim for which indemnity is provided by Us and We have confirmed Our offer to pay for such costs in writing to You.
- 5.8 Payment of Premium and Due Dates** - We will advise You of the total amount You have to pay and when this payment is due to Us. You must pay this full amount by the due date for this Policy cover to be available to You. If You pay Us after the due date, We can reject Your payment to Us and the Policy will lapse.
- 5.9 Policy Cancellation**
- (a) You may cancel Your Policy at any time by giving Us a written notice signed by You. Policy cancellation is effective from the date and time nominated by You or 4pm on the day on which Your cancellation notice has been received by Us, whichever is the later. In the event of Your cancellation, We may retain 20% of the unexpired premium as a cancellation fee.
 - (b) We may cancel Your Policy only when the law allows Us to do so. We will do this by giving You a written notice. After cancellation by Us, We will be entitled to retain the premium for the period during which Your Policy has been in force and You shall be entitled to a refund of the unexpired premium.
 - (c) Where any claim or any event which may give rise to a claim has been notified under Your Policy, the Premium shall be deemed fully earned.
- 5.10 Policy Interpretation**
- (a) Paragraph titles in Your Policy are for descriptive purposes only and do not form part of Your Policy for the purposes of its construction or interpretation
 - (b) In Your Policy, the singular includes the plural and vice versa.



Public And Products Liability

Claims Occurring
Policy Wording

Version Number 0509



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Important Information

This Policy wording is an important document and should be kept in a safe place. You should read this wording and any attachments we provide to you, so that you understand the insurance provided by this policy.

Your Duty of Disclosure

When we provide Insurance terms for you, whether for a new Policy, renewal of a Policy or changes to or reinstatement of your Policy, we rely on the information you provide to us. You must tell us anything that you know, or should know, that could affect

- Our decision to insure you
- the amount of the Premium we charge you or
- whether we should impose special conditions to this cover.

You do not need to tell us about anything which:

- Reduces the likelihood of a claim
- Is of common knowledge
- We know, or as an insurer should know
- We indicate that we do not want to know

If you are unsure, it is better to tell us. If you do not tell us something which you know or should know is relevant, we might reduce your claim, refuse to pay a claim, cancel your Policy or, if fraud is involved, we can treat the Policy as if it had never existed.

Goods and Services Tax (GST)

The amount payable by you for this Policy includes an amount for GST.

The Sum Insured and other limits of insurance cover shown in the Policy documentation are GST inclusive.

When we pay a claim, your GST status will determine the amount we pay.

If you are

- Not registered for GST , the amount we pay is the Sum Insured or the other Policy limits being inclusive of GST
- Registered for GST, the amount we pay is the Sum Insured or the other Policy Limits less any Input Tax Credit (ITC) to which you are entitled or would be entitled if you made a relevant acquisition. This ITC may be claimable within your BAS.

You must advise us of your ABN Number and Taxable Percentage. Any GST liability arising from your incorrect advice is payable by you.

Where the settlement of a claim is less than the Sum Insured or the other Policy limits, we will only pay the GST (less your ITC credit) applicable to settlement. This means that if these amounts are not sufficient to cover your loss, we will only pay the GST relating to our settlement of the claim.

We will pay the claim by reference to the GST exclusive amount of any supply made by any business of yours which is relevant to the claim.

GST, ITC, Business Activity Statement (BAS) and Acquisition have the same meaning as given to those words in a New Tax System (Goods and Services Tax) Act 1999 and related legislation and amendments.

Taxable Percentage is your entitlement to an Input Tax Credit on your amount payable as a percentage of the total GST on that amount.

If You have a dispute

If you are in dispute, with a decision we make, a claim settlement, our service, or the service of others we appoint to discuss insurance matters with you, we have an Internal Dispute resolution process to assist you. Contact our office and ask for the Internal Dispute Resolution Officer. They will advise you on the procedure for you to follow to tell us about the dispute.

They have the appropriate authority of management to discuss your concerns and provide assistance to you.



If you are not satisfied with our response, and wish to proceed with your dispute or complaint, you may contact;

Lloyd's Australia Ltd
Suite 2, Level 21
Angel Place
123 Pitt Street
Sydney NSW 2000

Telephone 02 9223 1433
Facsimile 02 9223 1466

Lloyd's Australia Ltd offer a no cost to you service and are totally independent and impartial. They will advise you on how to proceed with them in this matter. If they are unable to assist you, they will promptly advise you.

Need further Information

Your Insurance Broker has arranged this insurance for you, on your behalf. If you have any questions or need further information concerning your insurances, you should contact them to assist you with your enquiry.

Contacting Us

You are represented by an Insurance Broker who deals directly with us. You should direct all of your correspondence to us through this Broker, as he is your Agent for this insurance. When we are dealing directly with you, for example with a claim, you may contact us as shown on our claim form or on the back page of this Policy wording.

Privacy

We handle your personal information with care. We collect this information about you so that we can provide you with insurance products and a claims service. We only provide your personal information to other Insurers, an Insurance Reference service, Assessors or as required or permitted by law. Should a claim arise, we may provide information to and or collect further information about you from legal advisers or investigators. You may elect not to supply us with Personal Information, however we may then not be able to process your requests. You can access or update this Information by contacting us

PUBLIC & PRODUCTS LIABILITY POLICY

1. GENERAL OPERATIVE CLAUSE

The Underwriter will pay to or on behalf of the Insured all sums which the Insured shall become legally liable to pay by way of compensation including claimants' costs and expenses (but excluding fines, penalties, punitive, exemplary, and/or aggravated damages). This indemnity only applies to such liability arising out of the Insured's Business ("The Business") and as defined by each insured Section of this Policy, subject to the terms, conditions and exclusions of such Section and of this Policy as a whole.

For the purpose of determining the indemnity granted:

- 1.1 "Injury" means death, bodily injury, sickness or disease to any person. In the event of claims for Injury arising from latent injury, latent disease or latent sickness, such injury, disease or sickness in respect of each claim shall be deemed to have first happened on the day such injury, disease or sickness was first medically diagnosed, which diagnosis must first occur during the Period of Insurance.
- 1.2 "Product" means any commodity, article or thing (after it has ceased to be in the possession or under the control of the Insured) which is or is deemed (whether by law or otherwise) to have been manufactured, constructed, grown, extracted, produced, processed, assembled, erected, installed, treated, altered, serviced, repaired, sold, handled, supplied or distributed by the Insured or by others trading under the name of the Insured, including any container thereof but does not mean a motor vehicle.
- 1.3 "Damage" means
 - 1.3.1 physical damage to or destruction of tangible property, (other than Product) including all resulting loss of use of that property. All such loss of use shall be deemed to happen at the time of the physical damage that caused it.
 - 1.3.2 loss of use of tangible property, (other than Product) that is not physically damaged or destroyed provided such loss of use is caused by physical damage of other tangible property which first happened during the Period of Insurance. All such loss shall be deemed to happen at the time of the physical damage that caused it.
- 1.4 "Underwriters" means those syndicates in Lloyd's of London participating in this contract of insurance.
- 1.5 "Business" is as described in the Description of Operations as shown in the Schedule.
- 1.6 "Period of Insurance" is the period shown in the Schedule.
- 1.7 "Insured" wherever used in this Policy means the Insured named in the Schedule and,
 - 1.7.1 any subsidiary company (including subsidiaries thereof) of the Insured so named, and
 - 1.7.2 any other entity controlled by it and over which it assumes active management.
- 1.8 "Occurrence" means an event, including continuous or repeated exposure to substantially the same general conditions, which results in Injury or Damage neither expected nor intended from the standpoint of the Insured. All events of a series consequent on or attributable to one source or original cause shall be deemed one Occurrence.
- 1.9 "Worker" means any person employed by the Insured or deemed to be employed by the Insured whether pursuant to any Workers' Compensation Law or otherwise.
- 1.10 "Workers' Compensation Law" means any law relating to compensation for Injury to Workers or employees.
- 1.11 "Employment Practices" means any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, harassment or discrimination (sexual or otherwise) in respect of employment by the Insured.
- 1.12 "Computer Equipment" includes but is not limited to data or parts of data, computer hardware, operating system, computer network, equipment, web site, server, extranet, software, applications software, computer chip including microprocessor chip and coded instructions as well as any new technology, product or service replacing existing computer equipment or any combination or part of data, computer hardware, operating system, application, software, and computer chip including microprocessor chip or embedded control logic, and irrespective of by whom it is owned or operated.

- 1.13 “Year 2000 Conformity” means the standard which requires that neither performance nor functionality is affected by dates prior to, during or after the Year 2000 and, in particular but without limitation, that:
- 1.13.1 no value for current date will cause any interruption in operation;
 - 1.13.2 date based functionality must behave consistently for dates prior to, during and after Year 2000;
 - 1.13.3 in all interfaces and data storage, the century in any date must be specified either explicitly or by unambiguous algorithms or inferencing rules;
 - 1.13.4 Year 2000 must be recognised as a leap year in terms of handling both 29 February and day 366;
and
 - 1.13.5 9 September 1999 must be recognised as that date.

The above definition of “Year 2000 Conformity” is based on a definition contained in a document published by Standards Australia and Standards New Zealand under reference no. SAA/SNZ MP77:1998 and shall be interpreted in accordance with that document.

2. INDEMNITY TO OTHERS

The indemnity granted extends to:

- 2.1 any principal in respect of the liability of such principal arising out of the performance by the Insured of any contract or agreement for the performance of work for such principal only to the extent required by such contract or agreement. But subject always to the terms, conditions, exclusions and Limit of Indemnity provided in this Policy.
- 2.2 any director, executive officer, Worker or partner of the Insured but only while acting within the scope of their duties in such capacity.
- 2.3 the officers, committee and members of the Insured's canteen, social, sports, first aid/medical, fire fighting and employee welfare organisations in their respective capacity as such.
- 2.4 the legal personal representative of any person entitled to indemnity under this Clause 2 in circumstances giving rise to indemnity under this Policy.

Provided always that all such persons or parties shall observe, fulfil and be subject to the terms, conditions and exclusions of this Policy (insofar as they can apply) as though they were the Insured.

3. CROSS LIABILITIES

Subject at all times to the terms, conditions, exclusions and other provisions of this Policy, each person or party indemnified is separately indemnified in respect of claims made by any of them against any other of them provided that the Underwriter's total liability shall not exceed the stated Limit of Indemnity.

4. LIMITS OF INDEMNITY

The Underwriter's liability to pay compensation shall not exceed the sum stated in the Schedule against each Section in respect of any one claim or series of claims arising from one Occurrence.

The total aggregate liability of the Underwriter for any one Period of Insurance for all claims under Section 2 shall not exceed the sum stated in the Schedule.

If both Sections of this policy respond to one Occurrence, the total aggregate liability of the Underwriter for all claims relating to that Occurrence under Section 1 or Section 2 or both shall not exceed in total the highest single limit under any one Section.

5. DEFENCE COSTS

In addition to the stated Limit of Indemnity, the Underwriter will pay all reasonable costs and expenses incurred with the Underwriter's prior written consent in:

- 5.1 the defence or settlement of any third party claim under this Policy;
- 5.2 the defence or settlement of any third party claim under this Policy which arises from rendering first aid for injuries to others;
- 5.3 incurred in connection with any claim or potential claim which falls to be dealt with under this Policy.

Provided that the Underwriter shall not be liable for costs or other expenses for or in respect of representation at any formal legal inquiry involving an accident resulting in the death or Injury of a person or at any Coroner's Inquiry or defending any proceedings in a Court of summary jurisdiction.

Provided that the Underwriter shall not be obliged to pay any costs or expenses in respect of any Occurrence after the Underwriter's liability to pay compensation up to the Limits of Indemnity has been exhausted by payment of judgments or settlements or otherwise.

Provided further that the costs or other expenses incurred in connection with claims made and/or actions instituted within the United States of America, the Dominion of Canada and their respective territories and protectorates or any other territory coming within the jurisdiction of the courts of these countries, shall form part of the stated Limit of Indemnity and will not be payable by the Underwriter in addition to the Limit of Indemnity.

6. SECTION 1 – PUBLIC LIABILITY INDEMNITY

The Insured is indemnified by this Section in accordance with Clause 1 of the General Operative Clause in respect of Injury and/or Damage during the Period of Insurance as a result of an Occurrence but not against claims arising out of or in connection with any Product.

7. SECTION 1 - EXCLUSIONS

This Section does not cover liability:

- 7.1 for or in respect of any Injury directly or indirectly arising out of the ownership, maintenance, operation, possession, use, loading or unloading of a motor vehicle or trailer, where at the time of Injury the liability for such Injury was required by law to be insured or in relation to which there existed a statutory scheme providing compensation for such Injury.
- 7.2 directly or indirectly arising out of the ownership, maintenance, operation, possession, use, loading or unloading by or on behalf of the Insured of any motor vehicle or trailer which is required by legislation to be registered or in respect of which there is required by legislation to be in force a policy of compulsory liability insurance, but this exclusion does not apply to:
 - 7.2.1 Injury or Damage for which no indemnity is or would be available to the Insured under the said policy of compulsory liability insurance.
 - 7.2.2 Injury or Damage caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer.
 - 7.2.3 Damage to any bridge, weighbridge, road, or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried thereon.
 - 7.2.4 Damage to any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking and directly arising out of such parking.
- 7.3 arising out of Damage to property owned, leased, hired by, under hire purchase, on loan or rented to the Insured or otherwise in the Insured's care, custody or control other than:
 - 7.3.1 premises temporarily occupied by the Insured for the purpose of carrying out works thereto or thereon (or to contents thereof) but no indemnity is granted for Damage to that part of any premises on which the Insured is or has been working if the Damage arises from such work.
 - 7.3.2 premises tenanted by the Insured to the extent that the Insured would be held legally liable in the absence of any specific agreement, but no coverage is afforded if the Insured has assumed responsibility to insure such premises.
 - 7.3.3 employees' and visitors' clothing and personal effects.
- 7.4
 - 7.4.1 assumed under a contract or agreement unless the Insured would have been held legally liable in the absence of such contract or agreement;
 - 7.4.2 to pay any sum which the Insured may have been able to recover from another party(ies) but for an agreement between the Insured and such party(ies) where the Insured has waived any right of recourse or recovery against such other party(ies).

This exclusion 7.4 shall not apply to those written contracts or agreements specified in the Schedule of Insurance.

8. SECTION 2 – PRODUCT LIABILITY INDEMNITY

The Insured is indemnified by this Section in accordance with Clause 1 of the General Operative Clause against claims arising out of or in connection with any Product in respect of Injury and/or Damage during the Period of Insurance as a result of an Occurrence.

9. SECTION 2 - EXCLUSIONS

This Section does not cover liability:

- 9.1 arising out of costs incurred in or in connection with the repair, reconditioning, replacement, removal or recalling of any Product or component part and / or any financial loss consequent upon the necessity for such repair, reconditioning, replacement or removal.
- 9.2 arising from product guarantee given by or on behalf of the Insured but this exclusion shall not apply to the requirements of any Federal or State legislation with respect to Product safety and information.
- 9.3
 - 9.3.1 assumed under a contract or agreement unless the Insured would have been liable in the absence of such contract or agreement;
 - 9.3.2 to pay any sum which the Insured may have been able to recover from another party(ies) but for an agreement between the Insured and such party(ies) where the Insured has waived any right of recourse or recovery against such other party(ies).
- 9.4 arising out of any Product which is incorporated into the structure, machinery or controls of any aircraft, aerial device, watercraft or hovercraft.
- 9.5 arising out of any Product or component part that does not meet or exceed any applicable standard recommended by Standards Australia and/or the International Standards Organisation.

10. GENERAL EXCLUSIONS APPLICABLE TO BOTH SECTIONS OF THIS POLICY

Sections 1 and 2 do not cover liability:

- 10.1
 - 10.1.1 for Injury to any Worker.
 - 10.1.2 Provided that if the Insured:
 - 10.1.2.1 is required by law to insure or otherwise fund, whether through self insurance, statutory fund or other statutory scheme, all or part of any common law liability (whether limited or not) for such Injury; or
 - 10.1.2.2 is not required to so insure or otherwise fund such liability by reason only that the Injury is to a person who is not a “Worker” or “employee” within the meaning of the relevant Workers’ Compensation Law or the Injury is not an injury which is subject to such Law; then this Policy will respond to the extent that the Insured’s liability would not be covered under any such fund, scheme, policy of insurance or self insurance arrangement had the Insured complied with its obligations pursuant to such Law.
 - 10.1.3 imposed:
 - 10.1.3.1 by any Workers’ Compensation Law;
 - 10.1.3.2 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;
 - 10.1.3.3 for or in respect of Employment Practices.
- 10.2 for loss of use of tangible property which has not been physically damaged or destroyed resulting from:
 - 10.2.1 a delay in or lack of performance by or on behalf of the Insured of any contract or agreement, or

10.2.2 the failure of any Product to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by the Insured, but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical damage to or destruction of the Product after such Product have been put to use by any person or organisation other than the Insured.

10.3 for Injury or Damage directly or indirectly caused by or arising out of any change in the nature of the Business which:

10.3.1 occurred during the currency of this Policy; and

10.3.2 was known by the Insured, or would have been known by a reasonable person in the circumstances, to be likely to increase the risk of Injury or Damage for which indemnity is provided by this Policy,

unless the Insured shall give the Underwriter notice in writing of such change, and such change shall be allowed by the Underwriter by Endorsement and/or Certificate prior to the happening of any Occurrence caused by, contributed by or arising out of the said change.

For the purposes of this exclusion, where the Insured is a corporate body, the knowledge of any officer of the Insured shall be deemed to be the knowledge of the Insured.

10.4 caused by or arising out of:

10.4.1 the rendering of or failure to render professional advice or service by the Insured or any error or omission connected therewith.

10.4.2 advice, design, formula or specification given for a fee.

Provided that this exclusion does not apply to the rendering of first aid on the Insured's premises by a legally qualified registered nurse or first aid attendant employed by the Insured.

10.5 directly or indirectly arising out of or caused by or relating to:

10.5.1 the actual, alleged or threatened discharge, dispersal, release, seepage, migration or escape of Pollutants, provided always that this paragraph 10.5.1 shall not apply to liability which is caused by a sudden, accidental, instantaneous, unintended, identifiable and unexpected happening which takes place in its entirety at a specific time and place.

10.5.2 any expenses for the prevention of the actual, alleged or threatened discharge, dispersal, release, seepage, migration or escape of Pollutants.

10.5.3 testing, monitoring, clean up, removal, containment, treatment, detoxifying or neutralising of Pollutants or their effect.

10.5.4 the actual, alleged or threatened discharge, dispersal, release, seepage, migration or escape of Pollutants caused by any Product that has been discarded, dumped, abandoned or thrown away by others.

The word "Pollutants" wherever used in this exclusion means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Furthermore, the total aggregate liability of the Underwriter during any one Period of Insurance for all claims in respect of coverage afforded by the proviso within 10.5.1 shall not exceed the sum within the Limits of Indemnity shown in the Schedule.

10.6 arising out of any Injury directly or indirectly due to the inhalation or ingestion of, or exposure to:

10.6.1 tobacco or tobacco smoke.

10.6.2 any ingredient or additive present in any articles, items or goods which contain or include tobacco.

10.7 arising out of liquidated damages or penalty clauses or performance warranties.

10.8 directly or indirectly caused by or arising out of or in connection with circumstances which were known to the Insured prior to the commencement of the Period of Insurance. For the purpose of this exclusion, circumstances refer to any matters likely to give rise to an Occurrence or otherwise to a claim for compensation against the Insured.

- 10.9 directly or indirectly caused by or contributed to, by or arising from:
- 10.9.1 ionising radiations or contamination from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion only, combustion shall include any self sustaining process of nuclear fission or fusion.
 - 10.9.2 nuclear weapons material.
 - 10.9.3 The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 10.10 for Injury, Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
- 10.10.1 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;
 - 10.10.2 any act of terrorism;
 - 10.10.3 any action taken in controlling, preventing, suppressing or in any way relating to 10.10.1 or 10.10.2
- For the purposes of exclusion 10.10.2 an act of terrorism means an act including but not limited to the use of force or violence and / or the threat thereof of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or governments(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and / or to put the public, or any section of the public in fear.
- If the Underwriters allege that by reason of this exclusion 10.10 any Injury, Damage, loss, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.
- In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 10.11 for the excess stated in the Schedule being the first amount of all claims (including any costs and expenses) arising out of any one Occurrence. If any Product from one prepared or acquired batch causes Damage or Injury to more than one person, all Damage or Injury to all persons resulting from that common cause shall be considered as arising out of one Occurrence.
- 10.12 in respect of which the Insured is entitled to indemnity pursuant to a separate policy of insurance more specifically providing cover in respect of such liability except to the extent that the Insured's liability for any claim exceeds the amount of cover payable under such other policy.
- 10.13 arising out of the ownership, maintenance, operation, possession or use by or on behalf of the Insured of any aircraft, aerial device, watercraft or hovercraft.
- 10.14 arising directly or indirectly out of, caused by or in connection with the erection, demolition, alteration of and/or addition to buildings by or on behalf of the Insured except for contracts not exceeding in cost the sum of A\$500,000 or 10% (ten percent) of the Limit of Indemnity for Section 1 as stated in the Schedule whichever is the lesser.
- 10.15 directly or indirectly caused by, contributed to, or arising from exposure to asbestos.
- 10.16 for claims made and actions:
- 10.16.1 instituted within the United States of America, the Dominion of Canada, their respective territories and protectorates and any other territory coming within the jurisdiction of the courts of the United States of America or the Dominion of Canada,
 - 10.16.2 to which the laws of the United States of America, the Dominion of Canada and their respective territories and protectorates apply or to any order made anywhere in the world to enforce any judgement, award, payment or settlement either in whole or in part.

Provided that this exclusion 10.16 does not apply to claims and actions arising from the presence outside Australia of any travelling executives or salesmen who are normally resident in Australia.

- 10.17 arising directly or indirectly from, or is in any way connected with, the fact that the performance or functionality of any Computer Equipment has been or may be affected because that Computer Equipment does not meet Year 2000 Conformity.
- 10.18 total or partial destruction, distortion, erasure, corruption, alteration, misuse, misinterpretation, misappropriation or other use of Computer Equipment or
 - 10.18.1 error in creating, amending, entering, directing, deleting or using Computer Equipment
 - 10.18.2 total or partial inability or failure to receive, send, access or use Computer Equipment for any time or at all.

11. GENERAL CONDITIONS

- 11.1 The Insured shall give written notice to the Underwriter as soon as possible after any Occurrence that may give rise to a claim under this Policy and shall give all such additional information as the Underwriter may require. Every letter, claim, writ, summons or process shall be forwarded to the Underwriter immediately it is received.
- 11.2 If any claim, in whole or in part, is intentionally exaggerated by the Insured or if the Insured or anyone entitled to benefit under this Policy uses any fraudulent means or devices or if any liability is occasioned by the wilful act or with the connivance of any party entitled to benefit under this Policy, all benefit in respect of such fraudulent or exaggerated claim shall be forfeited.
- 11.3 No admission, offer, promise, or payment shall be made or given by or on behalf of the Insured without the written consent of the Underwriter who shall be entitled to take over the conduct in the name of the Insured of the defence or settlement of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Underwriter shall require.
- 11.4 This Policy, the Schedule and any endorsements attached to this Policy shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy, Schedule or the endorsement shall bear such specific meaning wherever it may appear.
- 11.5 The Underwriter may at any time discharge its total liability to the Insured in respect of any one claim or series of claims arising from one Occurrence by paying to or on behalf of the Insured:
 - 11.5.1 the total amount in respect of the said claim or claims to which the Insured is entitled to indemnity under this Policy, or
 - 11.5.2 the total amount sought by the claimant(s) in the said claim or claims, or
 - 11.5.3 the total amount for which the said claim or claims can be settled,and in addition to such payment the Underwriter will pay Defence Costs incurred up to the date of the said payment.
Upon such payment, the Underwriter shall relinquish conduct or control of such claims and be under no further liability under this Policy in connection with such claim or claims.
- 11.6 This Policy shall be interpreted in accordance with the laws of Australia and all claims for indemnity under this Policy shall be decided in accordance with those laws.
- 11.7 The Insured must:
 - 11.7.1 exercise reasonable care that only competent Workers and/or employees are employed and take reasonable measures to maintain all premises, fittings and plant in sound condition;
 - 11.7.2 take all reasonable precautions to:
 - 11.7.2.1 prevent Injury and Damage,
 - 11.7.2.2 prevent the manufacture, sale or supply of defective Products,
 - 11.7.2.3 comply, and ensure that its Workers, servants and agents comply with all statutory obligations, by-laws or regulations imposed by any public authority for the safety of persons or property;

11.7.3 at its 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.

The amount of any benefit under this Policy for any liability arising from Injury and/or Damage caused or contributed to, or by the lack of such precautions, measures and compliances shall be reduced by the amount that fairly represents the extent to which the Underwriter's interests have been prejudiced thereby.

11.8 Where the premium is provisionally based on the Insured's estimates, the Insured shall keep accurate records and after expiry of the Period of Insurance declare as soon as possible such details as the Underwriter requires and the premium shall be adjusted and any difference paid by or allowed to the Insured as the case may be subject to any minimum premium that may apply.

11.9 **Cancellation** - The Insured may cancel this Policy at any time by giving notice in writing to the Underwriter.

11.9.1 Upon cancellation at the request of the Insured, a percentage refund of premium for the current Period of Insurance will be allowed on the following basis:

When cancellation is effective	Return Premium
Within 60 days of inception of this Policy or renewal thereof	50% of annual premium
Between 61 and 120 days From inception or Renewal.....	30% of annual premium
Between 121 days and 180 days from inception or renewal.....	15% of annual premium
After 180 days from inception or renewal	No return premium.

The Underwriter may cancel this Policy at any time where:

11.9.2 it is entitled to do so pursuant to the Insurance Contracts Act 1984 or any amendments thereto.

11.9.3 the Insured has failed to notify the Underwriter of any specific act or omission where such notification is required under the terms or conditions of this Policy.

11.9.4 the Insured has acted in contravention of or omitted to act in compliance with any term or condition contained in this Policy which empowers the Underwriter to refuse to pay a claim in the event of such contravention or omission.

Upon cancellation by Underwriters a pro rata refund of premium for the unexpired Period of Insurance will be allowed.

Any notice of cancellation given by the Underwriter shall take effect either at the time when another contract of insurance between the Insured and the Underwriter or some other insurer (being a contract that is intended by the Insured to replace this Policy) is entered into or at 4.00 p.m. on the third business day after the date on which notice was given to the Insured by the Underwriter (whichever is the earlier).

Where the Insured comprises more than one person or company, it is agreed that the named Insured referred to in the Schedule shall be the agent of each of the other Insured persons or companies for the purposes of receiving any notice of cancellation pursuant to this clause, or any other notice, statement, document or information relating to this insurance Policy. Where the Insured has an insurance broker, nothing in this paragraph shall restrict the Underwriter's right to notify the broker as agent of the Insured.

11.10 Where this Policy provides any indemnity to the Insured which is prohibited by Law, this Policy shall be varied by operation of this clause so that this Policy does not respond to the extent that the indemnity is prohibited by law.