



UNDERWRITING AGENCY

Construction Public Liability

Single Project
Policy Wording

Version Number 010108

providing first class insurance solutions ...

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1. Important Information

1.1 This Policy and Schedule are to be read together. The information contained in the Schedule sets out the covers that You have selected, including the Limits of Liability.

1.2 Your Duty of Disclosure

Before You enter into a contract of general insurance with Us, You have a duty, under the Insurance Contracts Act 1984, 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 insurance and, if so, on what terms. You have the same duty to disclose those matters to Us before You renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of a matter-

1.2.1 that reduces the risk to be undertaken by Us;

1.2.2 that is of common knowledge;

1.2.3 that We know or, in the ordinary course of Our business, ought to know; or

1.2.4 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.

1.3 Preventing Our Right of Recovery

Our liability to You for loss or damage under this Policy may be excluded or limited if You enter into an agreement that excludes or limits Your or Our rights to recover monies from any other person or entity in respect of that loss or damage. This applies to any agreement you enter into before or after You enter into this Policy.

1.4 Other Party's Interests

You must tell Us about all parties (eg financiers, lessors) to be covered by this Policy. We will protect their interests only if You have told Us about them and We have noted them on the Schedule.

1.5 This Policy shall be invalid unless:

1.5.1 the Certificate of Insurance is signed by a person authorised by Us; and

1.5.2 any alteration is signed by a person authorised by Us.

1.6 Goods and Services Tax

The amount of premium payable by You for this Policy includes an amount for GST on the premium.

The Sum Insured and other Limits of Liability shown on Your Policy documentation are GST **inclusive**.

When We pay a claim, Your GST status will determine the maximum amount We pay.

When You are:

1. **not** registered for GST, the maximum amount We pay is up to the Sum Insured or the other Limits of Liability inclusive of GST.

2. registered for GST, the maximum amount We pay is the Sum Insured or the other Limits of Liability **less** any Input Tax Credit to which You are entitled or would be entitled if You made a relevant acquisition. In these circumstances, the Input Tax Credit may be claimable through Your Business Activity Statement.

You must advise Us of Your correct Australian Business Number and Taxable Percentage. Any GST liability arising from Your incorrect advice is payable by You.

Where the settlement of Your claim is less than the Sum Insured or the other Limits of Liability, We will only pay an amount for GST (less Your entitlement for Input Tax Credit) applicable to the 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 (where relevant) pay You on Your claim by reference to the GST exclusive amount of any supply made by any business of Yours which is relevant to Your claim.

GST, Input Tax Credit, Business Activity Statement (BAS) and Acquisition have the same meaning as given to those expressions in a New Tax System (Goods and Services Tax) Act 1999 and related legislation as amended from time to time.

Taxable Percentage is Your entitlement to an Input Tax Credit on Your premium as a percentage of the total GST on that premium.

1.7 Privacy

New privacy legislation took effect on 21 December 2001. The legislation regulates the way private sector organisations can collect, use, keep secure and disclose personal information. We have developed a privacy policy which explains what sort of personal information We hold about You and what We do with that information. Please contact Your broker or agent to obtain a copy. A copy of the brochure can also be obtained from SRS or from Our website at www.srs.com.au.

1.8 Lloyd's Notice – Australian Terrorism Insurance Act 2003

The Underwriters have treated this Insurance (or part of it) as an Insurance to which the Australian 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".

2. DEFINITIONS

For the purpose of this Policy the following definitions apply:

2.1 Aircraft means:

Any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space.

2.2 Construction Period means the period commencing on the date specified in the Schedule, and expiring:

2.2.1 at the time of Practical Completion of the Contract Works;

2.2.2 on the date those completed portions of the Contract Works are taken over, occupied or put into use; or

2.2.3 on the date specified in the Schedule.

whichever occurs first.

2.3 Contract Site means the location(s) where any work is performed by You for or on or in connection with the Contract Works as specified in the Schedule.

2.4 Contract Works means the whole of the works whether permanent or temporary including all materials incorporated or to be incorporated therein including all formwork, falsework, site buildings, and hoardings belonging to You or in Your care, custody or control for the performance of the Construction Contract described in the Schedule.

2.5 Excess means the amount(s) shown in the Schedule that You shall first contribute towards each claim.

There are three (3) types of Excesses payable as follows:

2.5.1 Third Party Property Damage (TPPD) Excess; and

2.5.2 Third Party Bodily Injury (TPBI) Excess; and

2.5.3 Injury to Workers Excess.

- 2.6 Limit of Liability** means the applicable Limit of Liability specified in the Schedule.
- 2.7 Maintenance Period** means the period commencing at the end of the Construction Period of the Testing Period (if specified in the Schedule) and expiring on the date of expiration of the period specified in the Schedule.
- 2.8 Occurrence** means an event which results in Personal Injury or Property Damage, neither expected nor intended from Your standpoint. All Personal Injury or Property Damage arising out of continuous or repeated exposure to substantially the same general conditions shall be construed as arising out of one Occurrence during the Period of Insurance.
- 2.9 Period of Insurance** means the Construction Period and, where nominated in the Schedule, the total of the Construction Period, Testing Period and Maintenance Period.
- 2.10 Personal Injury** means
- 2.10.1 bodily injury (and this expression includes death and illness), disability, shock, fright, mental anguish, mental injury;
 - 2.10.2 false arrest, wrongful detention, false imprisonment or malicious prosecution;
 - 2.10.3 wrongful entry or eviction;
 - 2.10.4 a publication or utterance of a libel or slander or other defamatory or disparaging material;
 - 2.10.5 assault and battery not committed by You or at Your direction unless reasonably committed for the purpose of preventing or eliminating danger to person(s) or property.
- 2.11 Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.
- 2.12 Practical Completion** means the earlier of:
- 2.12.1 When the Contract Works have been completed except for minor omissions and minor defects which do not prevent the Contract Works from being capable of being occupied or used for their intended purpose; or
 - 2.12.2 When the Certificate of Practical Completion is issued.
- 2.13 Property Damage** means:
- 2.13.1 physical damage to, loss or destruction of tangible property including any resulting loss of use of that property; or
 - 2.13.2 loss of use of tangible property which has not been physically damaged, lost or destroyed provided such loss of use is caused by an Occurrence.
- 2.14 Schedule** means the Policy Schedule We issue which is most relevant to the cover provided, at the time of loss or damage and which was issued to You by Us.
- 2.15 Territorial Limits** means anywhere within Australia or its Territories.
- 2.16 Testing Period** means the period commencing at the end of the Construction Period and expiring at the end of the period specified for Testing in the Schedule.
- 2.17 Vehicle(s)** means any type of machine on wheels or self laid track made to be propelled by other than manual or animal power and any trailer or other attachment made or intended to be drawn by any such machine.
- 2.18 Watercraft** means any vessel, craft or thing made or intended to float on or in or travel on or through or underwater.
- 2.19 We / Our / Us / Insurers** means certain Underwriters at Lloyd's of London.
- 2.20 You / Your / Yours** means:
- 2.20.1 The Insured named in the Schedule including, as if they were You
 - 2.20.1 All the subsidiary companies (now or subsequently constituted) of the named Insured specified in the Schedule provided their places of incorporation are within Australia or any Territory of Australia;

- 2.20.2 Every director, executive officer, employee, partner or shareholder of any of the Insureds but only whilst acting within the scope of their duties in such capacity;
- 2.20.3 Every principal, in respect of that principal's liability for one of the Insureds, caused by the performance of work for that principal, but subject always to the extent of coverage and the Limit of Liability provided by this Policy.
- 2.20.4 Each partner, joint venturer, co-venture or joint lessee of the named Insured specified in the Schedule but only;
 - 2.20.4.1 with respect to liability incurred as the partnership, joint venture, co-venture, joint lessees, and
 - 2.20.4.2 provided the partnership, joint venture, co-venture, joint lessee has been notified to Us within sixty (60) days of formation and has been endorsed on the Schedule.
- 2.20.5 Sub-contractors, if named in the Schedule but only arising out of their performance of any contract for You.
- 2.20.6 Any director or senior executive of the Insured in respect of private work undertaken by the Insured's employees for such director or senior executive.

You / Your does not include the interest of any other person other than as described in 2.20 above.

3. SCOPE OF COVER

3.1 Liability

We will pay:

- 3.1.1 All sums which You become legally liable to pay by way of compensation;
- 3.1.2 All costs awarded against You;

In respect of Personal Injury or Property Damage happening during the Period of Insurance and caused by an Occurrence within the Territorial Limits in connection with the carrying out of the Construction Contracts specified in the Schedule.

3.2 Defence of Claims

With respect to the indemnity provided by this Policy We will:

- 3.2.1 Defend in Your name and on Your behalf any claim or legal action against You seeking damages on account of Personal Injury or Property Damage even if the action is groundless, false or fraudulent, and We will investigate, negotiate and settle any claim or legal action as We see fit.
- 3.2.2 Pay all legal costs and expenses incurred by Us, and all interest accruing after entry of judgement until We have paid, tendered or deposited in court such part of the judgement as does not exceed the Limit of Liability.
- 3.2.3 Reimburse You for all reasonable expenses, other than loss of earnings, incurred in connection with the defence of a claim or legal action with Our consent.
- 3.2.4 Pay reasonable expenses incurred by You for first aid to others for Personal Injury caused by an Occurrence other than medical expenses prohibited by section 126 of the Health Insurance Act 1973.

Provided that:

- 3.2.5 We will not be obliged to pay any claim or judgement or to defend any claim or legal action after the Limit of Liability has been exhausted by payment of judgements or settlements;
- 3.2.6 If a payment exceeding the Limit of Liability has to be made to dispose of a claim Our liability to pay any costs, expenses and interest will be limited to that proportion of those costs, expenses and interest as the Limit of Liability bears to the amount paid to dispose of the claim.

The amount thus incurred, except payments in settlement of claims, suits and all costs awarded against You, are payable by Us in addition to the Limit of Liability.

3.3 Limit of Liability

Our maximum liability in respect of any claim or any series of claims for Personal Injury or Property Damage caused by or arising out of one Occurrence shall not exceed the Limit of Liability.

4. CONDITIONS

4.1 Joint Insureds

Where more than one party comprises the Insured each of the parties will be considered as a separate and distinct unit and the word Insured shall be considered as applying to each party in the same manner as if a separate policy had been issued to each of them provided that nothing in this clause will result in an increase of Our Limit of Liability in respect of any Occurrence or Period of Insurance whether the Insureds be considered individually or collectively in any number.

4.2 Discharge of Liabilities

We may at any time pay to You in respect of all claims arising from an Occurrence the balance of the Limit of Liability or any smaller sum for which the claim or claims can be settled and upon that payment We will relinquish conduct or control of and be under no further liability under this Policy in connection with those claims except for costs, charges and expenses:

4.2.1 recoverable for You for all or part of the period to the date of such payment;

4.2.2 incurred by Us;

4.2.3 incurred by You with Our written consent prior to the date of such payment.

4.3 Cutting, Heating or Welding

We will not be liable for claims for Personal Injury or Property Damage arising directly or indirectly out of cutting, heating or welding operations unless You have complied with the Australian Standards Fire Precautions "Safety in welding and allied processes" or any subsequent amendments.

4.4 Excavation and Underpinning

We will only indemnify You for Personal Injury or Property Damage as the result of an Occurrence happening in connection with any excavation or underpinning work carried out subject to the following conditions:

4.4.1 The excavation or underpinning work is carried out in strict accordance with the plans and specifications for such work and at the direction of the design engineer.

4.4.2 Any surrounding structures that could be affected by such excavation or underpinning work must have, prior to the commencement of such work, a "Condition Report" produced on the existing condition of such structures.

4.5 Our Right of Inspection

We shall be permitted but not obliged to inspect Your property and operations at any time. Neither Our right to make inspections nor the making of such inspection or any report shall constitute an undertaking to determine or warrant that such property or operations are safe or healthful or are in compliance with any law, rule or regulation.

You will allow Us to take possession of any property for which we agree to pay a claim and deal with it in a reasonable manner. If We do not take possession of the damaged property, You cannot abandon to Us Your responsibilities for the property.

4.6 Subrogation

In the event that We have a right to recover any monies payable under this Policy from any other person, You must cooperate with Us fully in any proceedings, available to Us at law, which We may take. We may take action before We pay Your claim whether or not You have been fully compensated for Your actual loss.

4.7 Interests of Other Parties

We will not be required to recognise the interests of any third party under this Policy unless written notice of such interest has been given to and accepted by Us.

4.8 Other Insurance

In the event of any claim being made under this Policy, You must notify Us of any other insurance covering the same loss or damage.

4.9 Premium Adjustment

If requested by Us, You shall within thirty (30) days of expiry of the Construction Period, provide to Us a declaration and details of the Final Contract Value of the Construction Contract referred to in the Schedule on which premium has been paid. The difference in premium shall be made good by a further proportionate payment to Us or a refund by Us as the case may be, subject to the application of any minimum premium which might have been mutually agreed upon.

Provided always that We shall not be called upon to refund more than fifty percent (50%) of the provisional premium.

4.10 Alteration of Risk

You must notify Us immediately in writing of any material change in the risk and the nature of the risk by providing full details. In such event, You must at Your own expense take such additional precautions to minimise the risk or any hazard to the risk as are reasonable in all the circumstances and must comply with any reasonable directions or requirements of Us. The scope of cover and / or premium will, if necessary, be adjusted by Us accordingly. Provided that no material alteration will be made or allowed by You whereby the risk is increased unless agreed in writing by Us.

4.11 Reasonable Care and Precautions

You shall take all reasonable care and precautions.

4.11.1 To prevent Personal Injury and Property Damage;

4.11.2 Where Personal Injury and Property Damage has occurred, then to minimise further damage.

4.11.3 To comply with all laws and statutory obligations and by-laws or regulations imposed by any public authority for the safety of persons or property;

4.11.4 To employ competent employees;

4.11.5 To maintain all premises, fittings and plant and everything used in the Contract Works in sound condition; and

4.11.6 To ensure that the operations at the Contract Site are at all times carried out, so as to minimise the risk of any claim being made under this Policy

4.12 Policy Cancellation

This Policy may be cancelled:

4.12.1 By You giving written notice to Us at any time. Notice shall be effective on or such other date after the date when received by Us. We may retain or be entitled to the premium for the period during which this Policy was in force plus twenty percent (20%) of the premium for the unexpired Period of Insurance.

4.12.2 By Us in accordance with the provisions of the Insurance Contracts Act 1984. You shall be entitled to a refund in respect of the unexpired Period of Insurance.

In either event You shall provide all information requested by Us to enable the calculation and adjustment of the premium.

4.13 Contract Works Completion

In the event that the Construction Contract is completed prior to the Construction Period expiry date specified in the Schedule, no return premium shall be allowed for the unexpired portion of the Construction Period.

4.14 Notice of Proof of Claim

Upon the discovery of any Personal Injury, Property Damage or circumstance giving rise or likely to give rise to a claim under this Policy, You shall:

4.14.1 Give Us notice in writing as soon as is reasonably practicable after You become aware of such happening.

4.14.2 No later than thirty (30) days after that notice prepare at Your own expense and furnish to Us a statement in writing containing as particular an account as may be reasonably practicable of the cause and description and the amount of loss;

4.14.3 Take reasonable steps to prevent further loss;

4.14.4 Furnish all such proof, information and declarations with respect to the claim as We may reasonably require;

4.14.5 At all reasonable times permit Us or Our agents to enquire into, investigate and examine the circumstances of any loss;

4.14.6 In the event of loss or damage caused by theft, burglary or malicious damage, inform the police;

4.14.7 If required, carry out repairs or make good any minor damage, but in all other cases You must give Us, Our employees or agents an opportunity to inspect the loss or damage before any repairs or alterations are effected. If no inspection is carried out by, or on behalf of Us within a period of time which is reasonable having regard to the location of the risk, weather conditions or any other relevant factors, You may proceed with such repairs or replacement.

- 4.15 Jurisdiction**
All disputes arising out of or under this Policy will be subject to determination by any Court of competent jurisdiction within Australia.
- 4.16 Insurance Contracts Act 1984**
Nothing contained in this Policy is to be construed to reduce or waive either Your or Our privileges, rights or remedies available under the Insurance Contracts Act 1984.
- 4.17 Due Observance**
If You fail to comply with any term, condition or provision of this Policy, We may refuse to pay a claim, but in any event Our rights will be subject to the provisions of Section 54 of the Insurance Contracts Act 1984.

5. EXCLUSIONS

This Policy does not cover liability in respect of:

5.1 Employment Liability

- 5.1.1 Personal Injury to any employee arising directly or indirectly out of or in the course of their employment in Your business, providing this exclusion does not apply in respect of liabilities for injuries which are not compensated under the workers' compensation legislation;
- 5.1.2 Any claim or claims arising out of the provisions of any workers' compensation legislation or any industrial award or agreement or determination;
- 5.1.3 Which You are or would have been entitled to seek indemnity under any policy of insurance required to be taken out pursuant to any legislation relating to worker's or workmen's compensation including any legislation of any state or territory (whether insurance is effected or not).

For the purpose of this exclusion "employee" shall mean any person engaged under a contract of service or apprenticeship with You and does not include any person employed under such a contract who is excluded from the definition of worker under any worker's compensation legislation.

5.2 Property in Care, Custody or Control

Property Damage to:

- 5.2.1 Property owned by or leased or rented to You, or
- 5.2.2 Property in Your physical or legal control.

But this exclusion does not apply to liability for Property Damage to:

- 5.2.3 Premises (or their contents) not owned, leased or rented by You but temporarily occupied by You for work therein;

5.3 Product Defect Liability

Personal Injury or Property Damage resulting from any defect in Your products.

5.4 Demolition

Personal Injury or Property Damage resulting out of, or caused by or in connection with, the demolition of buildings or structures exceeding twenty (20) metres in height, unless expressly agreed upon and specified in the Schedule.

5.5 Loss of Use

Loss of use of tangible property which has not been physically injured, or lost or destroyed resulting from:

- 5.5.1 A delay in or lack of performance by You or on Your behalf of any agreement.
- 5.5.2 The failure of Your products to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by You, but this exclusion does not apply to the loss of use of other tangible property resulting from the sudden and accidental physical damage to or loss or destruction of Your products after they have been put to use by any person or organisation other than one of You.

5.6 Aircraft and Watercraft

Claims arising out of the ownership, maintenance, operation or use by You of:

- 5.6.1 any Aircraft;
- 5.6.2 any Watercraft exceeding ten (10) metres in length.

5.7 Vehicles

- 5.7.1 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 these existed a statutory scheme providing compensation for such injury.
- 5.7.2 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:
- 5.7.2.1 Injury or Damage for which no indemnity is or would be available to the Insured under the said policy of compulsory liability insurance.
- 5.7.2.2 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.

5.8 Contractual Liability

Any obligation assumed by You under any agreement or contract except to the extent that:

- 5.8.1 The liability would have been implied by law;
- 5.8.2 The liability arises from a provision in a contract for lease of real or personal property other than a provision which obliges You to effect insurance or provide indemnity in respect of the subject matter of that contract.
- 5.8.3 The liability is assumed by You under a warranty of fitness or quality as regards to Your products.
- 5.8.4 The obligation is assumed under those agreements specified in the Schedule.

5.9 Professional Liability

The rendering of or failure to render professional advice or service by You or any related error or omission.

5.10 Libel and Slander

The publication or utterance of a libel or slander:

- 5.10.1 Made prior to the commencement of the Period of Insurance, or
- 5.10.2 Made by You or at Your direction with knowledge of its falsity, or
- 5.10.3 Related to advertising, broadcasting or telecasting actively conducted by You or on Your behalf.

5.11 Pollution

- 5.11.1 Personal Injury or Property Damage caused by or 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, but this exclusion does not apply if the discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place.
- 5.11.2 Any costs and expenses incurred in the prevention, removing, nullifying or cleaning of such contamination or pollution but this exclusion does not apply to cleaning, removal or nullifying expenses only, which are consequent upon a sudden, identifiable, unexpected, unintended happening taking place in its entirety at a specific time and place which results in Personal Injury and / or Property Damage.

Our liability under clauses 5.11.1 and 5.11.2 in respect of any one discharge, dispersal, release, escape and for all discharges, dispersals, releases and escape of Pollutants during any one Period of Insurance shall not exceed the Limit of Liability.

5.12 Territorial Limits

- 5.12.1 Claims made and actions instituted within the United States of America or Canada or any other territory coming within the jurisdiction of the courts of the United States of America or Canada.
- 5.12.2 Claims and actions to which the laws of the United States of America or Canada apply.

Provided that:

- 5.12.3 This exclusion does not apply to claims and actions arising from the presence outside Australia of any person who is normally resident in Australia and who is not undertaking manual work or supervision of work of any kind whilst in the United States of America or Canada;
- 5.12.4 The Limit of Liability in respect of coverage provided under paragraph 5.12.3 is inclusive of all costs, expenses and interest as set out in Clause 3.2 of this Policy.

5.13 Asbestos and Mould

Directly or indirectly out of or resulting from or in consequence of, or in any way involving:

- 5.13.1 asbestos, or any materials containing asbestos in whatever form or quantity; or
- 5.13.2 the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, moulds, spores or mycotoxins of any kind; or
- 5.13.3 any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release, or dispersal of fungi, moulds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, moulds, spores or mycotoxins; or
- 5.13.4 any government or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release, or dispersal of fungi, moulds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, moulds, spores or mycotoxins.

5.14 Faulty Workmanship

Property Damage to that part of any property upon which You are or have been working where the Property Damage arises from Your work or the cost of performing, correcting or improving any work undertaken by You.

5.15 Fines, Penalties

Fines, penalties or liquidated damages.

5.16 Punitive Damages

Punitive damages, exemplary damages, aggravated damages and any additional damages resulting from the multiplication of compensatory damages.

5.17 Assault and Battery

Personal Injury or Property Damage caused by or arising from assault and battery committed by You or at Your direction unless reasonably necessary for the protection of persons or property.

5.18 Property Damage to Contract Works

Property Damage to any property which forms part or all of the Contract Works.

5.19 Persons Residing with You

- 5.19.1 Personal Injury to You or any person who normally lives with You;
- 5.19.2 Property belonging to You or any person who normally lives with You or to Your or their employees.

5.20 Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage 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.

5.21 5.21.1 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

5.21.2 any legal liability of whatsoever nature

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

5.21.3 ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

5.21.4 the radioactive, toxic, explosion or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

5.22 Insured Damage as a result of any wilful act, omission, reckless act by You, Your agents or Your employees.

5.23 Insured Damage or liability if there has been abandonment of the Contract Works or cessation of the work (other than delay due to Insured Damage) exceeding thirty (30) days.

5.24 Physical loss of or damage to existing underground cables or pipes of any kind unless such loss or damage occurs during the Construction Period and You, prior to the commencement of the work have requested and obtained from any relevant public authority or the owner of such underground system the

exact position of all cables and pipes and have traced their existence and indicated their location in situ.

- 5.25 Any liability assumed by You under any contract, warranty or agreement unless such liability would have attached in the absence of such contract, warranty or agreement.
- 5.26 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy excludes 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.

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.

This exclusion also excludes 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.

If We allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy 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.

- 5.27 Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.