



# Not-for-Profit Organisations Public and Products Liability Insurance

Policy Wording

**vero** 



# Not-for-Profit Organisations Public and Products Liability Insurance

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# Welcome to Vero

Supported by over 180 years of experience, Vero provides market leading insurance products and solutions to businesses of all sizes. From small start-ups right through to some of Australia's largest corporations, our focus is to help you succeed in business.

Through a strong network of brokers, agents and corporate partners, we offer insurance products in property, small business, commercial motor, professional indemnity, construction and engineering, liability, travel, marine and personal insurance.

At Vero, we cover the risks today so you can focus on your future. Vero Insurance is a member of the Suncorp Group of companies.

## Who is the insurer?

This insurance is issued by AAI Limited  
ABN 48 005 297 807 AFSL 230859 trading as Vero Insurance.

## How to contact us

You may contact us by:

- ▼ Telephone: 1300 888 071
- ▼ Email: via the "contact us" page on our website [www.vero.com.au](http://www.vero.com.au)
- ▼ Mail: Vero Insurance  
GPO Box 2068  
Adelaide SA 5001

## About your insurance policy

Your Policy is a legal contract between You and Us. The contract is based on the information You gave Us when You applied for the insurance, and any subsequent information You have supplied.

Your Policy is made up of this policy wording, any Endorsements and the Policy Schedule. You should read all these documents together to understand what We cover, what We exclude, what We pay to settle claims and other important information.

The Conditions listed on pages 16 to 20 and Exclusions on pages 22 to 30 apply to the whole Policy including any Endorsement unless expressly stated otherwise.

Subject to You paying the premium by the due date, We agree to insure You during the Period of Insurance. The commencement date and expiry date of the Period of Insurance is specified in the Policy Schedule.

## Interpretation

Some words in this Policy have special defined meanings. These words are capitalised. Most of the words We have defined are listed in the Definitions on pages 31 to 35.

Headings have been included for ease of reference only and the terms, conditions, provisions, Endorsements and exclusions of this Policy are not to be construed, interpreted, or limited by any reference to such headings.

# Part A: Important Information

## Your duty of disclosure

Before You enter into an insurance contract, You have a duty to tell Us anything that You know, or could reasonably be expected to know that may affect Our decision to insure You and on what terms.

You have this duty until We agree to insure You.

You have the same duty before You renew, extend, vary or reinstate an insurance contract. You do not need to tell Us anything that:

- ▼ reduces the risk We insure You for;
- ▼ is common knowledge;
- ▼ We know or should know as an insurer; or
- ▼ We waive Your duty to tell Us about.

### If you do not tell us something

If You do not tell Us anything You are required to, We may cancel Your contract or reduce the amount We will pay You if You make a claim, or both.

If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

## Cooling off period

You have the right to cancel and return the insurance Policy by notifying Us in writing within 30 days of the date it was issued to You ("cooling off period"), unless You wish to make or have made a claim under the Policy within the cooling off period.

If You cancel Your Policy during the cooling off period, We will return the amount You have paid.

In addition, if You vary Your Policy (for example, by adding an Endorsement or increasing the Limit of Liability) You have the right to cancel that variation within 30 days of the date it was added by notifying Us in writing ("additional cooling off period") unless you wish to make or have made a claim under that variation within the additional cooling off period.

If You cancel the variation during the additional cooling off period, We will return the amount You have paid for that variation.

To cancel Your Policy at other times, please see "Cancellations" on page 6.

## The amount of your premium

The premium is the amount You pay Us for this insurance and is specified in the Policy Schedule. It includes stamp duty, Goods and Services Tax (GST) and other government charges that apply. The amount of these taxes and charges will be specified in the Policy Schedule.

The premium does not include any service or administration fee charged to You by Your insurance intermediary.

In addition to the factors We use to calculate Your premium, the discounts You qualify for also affect Your premium. Your premium includes any discounts You qualify for and these are applied before adding applicable government charges. We can withdraw a discount at any time. Changes will not affect the premium for an existing Policy during its current Period of Insurance.

## Paying your premiums

You can pay in one annual payment, or if We agree, by instalments.

We will tell You how much You have to pay and how much time You have for payment.

You must pay the premium and other charges by the due date to obtain this insurance cover.

Any payment reminder We send You does not change the expiry or due date, unless We tell You otherwise. If You do not pay the premium and other charges in full, We may reduce the Period of Insurance so it is in line with the amount You paid.

Where You do not pay Your premium by the due date for the first period of insurance with Us, We can cancel Your Policy. Where You do not pay the premium for renewal by the due date, then the renewal policy will not commence and Your cover will end at the expiry of the previous period of insurance.

If We accept Your late payment, We may recommence Your cover from the date We received Your payment. If so, You will not have any cover from the expiry of the previous period of insurance until the date of payment.

If You change Your policy You may be required to pay an additional premium.

Where a change to Your Policy results in a premium increase, You will have to pay the amount by which Your premium has increased by the due date to obtain the varied insurance cover.

# Cancellations

You can cancel Your Policy at any time by telling Us You want to cancel it. The cancellation takes effect on the date We receive Your request. If You cancel Your Policy We will refund the proportion of Your premium for the unexpired Period of Insurance less any non-refundable government charges if the refund is more than \$10.

We can cancel Your policy at any time according to law. If We cancel Your Policy, We will refund the proportion of Your premium for the unexpired Period of Insurance less any non-refundable government charges if the refund is more than \$10. If We cancel Your Policy due to fraud, We will not refund any money to You.

If You pay by monthly instalments and an instalment is unpaid for more than 1 month, We can cancel Your Policy. We will send You a notice in writing regarding Your non-payment at least 14 days before any cancellation by Us for non-payment. If after sending the above notice We do not receive the instalment payment, We will send You a second notice in writing, either:

- ▼ prior to cancellation, informing You that Your instalment Policy is being cancelled for non-payment; or
- ▼ within 14 days after cancellation by Us, confirming Our cancellation of Your instalment Policy.

# Excess

This is the amount You have to pay if You cause or suffer loss or damage or incur liability which results in a claim under Your Policy. The Excess that applies to Your Policy is specified in the Policy Schedule.

You may be required to pay one or more Excesses. For example, an Endorsement may have its own Excess which may be in addition to any other Excess that applies to a claim.

## When we may refuse a claim

We may refuse to pay a claim, or we may reduce the amount we pay you if:

- (a) You have not complied with Your duty of disclosure;
- (b) You:
  - ▼ are not truthful;
  - ▼ have not given Us full and complete details; or
  - ▼ have not told Us something when You should have,



when applying for the insurance, or when making a claim.

- (c) You are paying by instalments and You are 14 days (or more) late in paying an instalment;
- (d) You have not complied with any of the conditions of Your Policy;
- (e) You do any of the following without Us agreeing to it first:
  - ▼ make or accept any offer or payment or in any other way admit You are liable;
  - ▼ settle or attempt to settle any claim; or
  - ▼ defend any claim;
- (f) cover is excluded by the Policy.

## Fraudulent claims

If You, or anyone acting on Your behalf, or with Your knowledge, makes a claim that is false or causes loss, damage or liability deliberately, We may do one or more of the following:

- ▼ refuse to pay a claim;
- ▼ cancel Your Policy; or
- ▼ take legal action against You.

## Part B: Privacy Statement

AAI Limited trading as Vero Insurance is the insurer and issuer of this product, and is a member of the Suncorp Group, which We refer to as “the Group”.

### Why do we collect personal information?

Personal information is information or an opinion about an identified individual or an individual who is reasonably identifiable.

We collect personal information so that We can:

- ▼ identify You and conduct appropriate checks;
- ▼ understand Your requirements and provide You with a product or service;
- ▼ set up, administer and manage Our products and services and systems, including the management and administration of underwriting and claims;
- ▼ assess and investigate any claims You make under one or more of Our products;
- ▼ manage, train and develop Our employees and representatives;
- ▼ manage complaints and disputes, and report to dispute resolution bodies; and
- ▼ get a better understanding of You, Your needs, Your behaviours and how You interact with Us, so We can engage in product and service research, development and business strategy including managing the delivery of Our services and products via the ways We communicate with You.

### What happens if you don't give us your personal information?

If We ask for Your personal information and You don't give it to Us, We may not be able to provide You with any, some, or all of the features of Our products or services.

# How we handle your personal information

We collect Your personal information directly from You and, in some cases, from other people or organisations. We also provide Your personal information to other related companies in the Group, and they may disclose or use Your personal information for the purposes described in 'Why do we collect personal information?' in relation to products and services they may provide to You. They may also use Your personal information to help them provide products and services to other customers, but they'll never disclose Your personal information to another customer without Your consent.

Under various laws, We will be (or may be) authorised or required to collect Your personal information. These laws include the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, Personal Property Securities Act 2009, Corporations Act 2001, Autonomous Sanctions Act 2011, Income Tax Assessment Act 1997, Income Tax Assessment Act 1936, Income Tax Regulations 1936, Tax Administration Act 1953, Tax Administration Regulations 1976, A New Tax System (Goods and Services Tax) Act 1999 and the Australian Securities and Investments Commission Act 2001, as those laws are amended and include any associated regulations.

We will use and disclose Your personal information for the purposes We collected it as well as purposes that are related, where You would reasonably expect Us to. We may disclose Your personal information to and/or collect Your personal information from:

- ▼ other companies within the Group and other trading divisions or departments within the same company (please see Our Group Privacy Policy for a list of brands/companies);
- ▼ any of Our Group joint ventures where authorised or required;
- ▼ customer, product, business or strategic research and development organisations;
- ▼ data warehouse, strategic learning organisations, data partners, analytic consultants;
- ▼ social media and other virtual communities and networks where people create, share or exchange information;
- ▼ publicly available sources of information;
- ▼ clubs, associations, member loyalty or rewards programs and other industry relevant organisations;

- ▼ a third party that We've contracted to provide financial services, financial products or administrative services. For example:
  - ▼ information technology providers,
  - ▼ administration or business management services, consultancy firms, auditors and business management consultants,
  - ▼ marketing agencies and other marketing service providers,
  - ▼ claims management service providers
  - ▼ print/mail/digital service providers, and
  - ▼ imaging and document management services;
- ▼ any intermediaries, including Your agent, adviser, a broker, representative or person acting on Your behalf, other Australian Financial Services Licensee or Our authorised representatives, advisers and Our agents;
- ▼ a third party claimant or witnesses in a claim;
- ▼ accounting or finance professionals and advisers;
- ▼ government, statutory or regulatory bodies and enforcement bodies;
- ▼ policy or product holders or others who are authorised or noted on the Policy as having a legal interest, including where you are an insured person but not the policy or product holder;
- ▼ in the case of a relationship with a corporate partner such as a bank or a credit union, the corporate partner and any new incoming insurer;
- ▼ the Financial Ombudsman Service Australia or any other external dispute resolution body;
- ▼ credit reporting agencies;
- ▼ other insurers, reinsurers, insurance investigators and claims or insurance reference services, loss assessors, financiers;
- ▼ legal and any other professional advisers or consultants;
- ▼ hospitals and medical, health or wellbeing professionals;
- ▼ debt collection agencies;
- ▼ any other organisation or person, where You've asked them to provide Your personal information to Us or asked Us to obtain personal information from them, e.g. Your mother.

We'll use a variety of methods to collect Your personal information from, and disclose Your personal information to, these persons or organisations, including written forms, telephone calls and via electronic delivery. We may collect and disclose Your personal information to these persons and organisations during the information life cycle, regularly, or on an ad hoc basis, depending on the purpose of collection.

## Overseas disclosure

Sometimes, We need to provide Your personal information to – or get personal information about You from – persons or organisations located overseas, for the same purposes as in 'Why do we collect personal information?'

The complete list of countries is contained in Our Group Privacy Policy, which can be accessed at [www.vero.com.au/vero/privacy](http://www.vero.com.au/vero/privacy), or You can contact Us for a copy.

From time to time, We may need to disclose Your personal information to, and collect Your personal information from, other countries not on this list. Nevertheless, We will always disclose and collect Your personal information in accordance with privacy laws.

## How to access and correct your personal information or make a complaint

You have the right to access and correct Your personal information held by Us and You can find information about how to do this in the Suncorp Group Privacy Policy.

The Suncorp Group Privacy Policy also includes information about how You can complain about a breach of the Australian Privacy Principles and how We'll deal with such a complaint. You can get a copy of the Suncorp Group Privacy Policy. Please use the contact details in 'Contact Us' below.

## Contact us

For more information about Our privacy practices including accessing or correcting Your personal information, making a complaint, or obtaining a list of overseas countries You can:

- ▼ Visit [www.vero.com.au/vero/privacy](http://www.vero.com.au/vero/privacy)
- ▼ Speak to Us directly by phoning one of our Sales & Service Consultants on: 1300 888 073 or
- ▼ Email Us at [claims@vero.com.au](mailto:claims@vero.com.au)

# Part C: Complaints resolution

We are committed to:

- ▼ Listening to what You tell us;
- ▼ Being accurate and honest in telling You about Our products and services;
- ▼ Communicating with You clearly; and
- ▼ Resolving any complaints or concerns You have in a fair, transparent and timely manner.

If You have a complaint concerning this product or Our services, please tell the people who provided Your initial service or contact Us by:

Telephone: 1800 689 762

Mail: Reply Paid 1453  
Customer Relations Unit RE058,  
GPO Box 1453 Brisbane  
QLD 4001 or

Email: [customer.relations@suncorp.com.au](mailto:customer.relations@suncorp.com.au)

## What we will do to resolve your complaint

When You first let Us know about Your complaint or concern, We will review Your complaint, consider the facts and attempt to resolve it by the end of the next working day.

If We cannot resolve Your complaint to Your satisfaction within 5 working days, We will contact You to agree to a reasonable alternative timeframe. We will endeavour to send You Our final decision within 15 working days from the date You first made Your complaint, provided We have all the necessary information and have completed any investigations required.

If You are not satisfied with Our decision, at Your request, We will refer Your complaint to Our Internal Dispute Resolution (IDR) team. Our IDR team will review Your complaint and endeavour to send You their final decision within 15 working days from the date Your complaint was referred to them. If our IDR team requires further information, assessment or investigation of Your complaint, they will contact You to agree on a reasonable alternative timeframe to resolve Your complaint.

For more information on Our complaints handling process, please contact Us.

# What if you are not satisfied with our final IDR decision?

We expect Our procedures will provide You with a fair and prompt resolution to Your complaint. If, however, You are not satisfied with Our final decision or if We have not been able to resolve the complaint to Your satisfaction within 45 days, You may be able to take the complaint to the Financial Ombudsman Service Australia (“FOS”).

The FOS is an independent external dispute resolution scheme and its service is free to Our customers.

You can contact the FOS by:

Telephone: 1800 FOS AUS or 1800 367 287

Mail: Financial Ombudsman Service Australia  
GPO Box 3  
Melbourne VIC 3001.

Email: [info@fos.org.au](mailto:info@fos.org.au); or

Website: [www.fos.org.au](http://www.fos.org.au)

The FOS will tell You if they can help You.

We agree to accept a FOS determination, however, You have the right to take legal action if You do not accept their decision.

If You want more information on the FOS, please ask Us for a brochure.

## Part D: Other Information

### How the Goods and Services Tax (GST) affects this insurance

In addition to the premium, We will charge You an amount on account of GST.

You must inform Us of the extent to which You are entitled to an input tax credit (ITC) for your premium and claim each time that You make a claim under this Policy. No payment will be made to You for any GST liability that You may incur on the settlement of a claim if You do not inform Us of Your entitlement or correct entitlement to an ITC.

GST has an impact on the way in which claim payments are calculated under Your Policy. We will calculate the amount of any payment We make to You having regard to Your GST status. The amount We pay You for any claim will be calculated taking into account any ITC to which You are entitled for any acquisition which is relevant to Your claim, or to which You would have been entitled were You to have made a relevant acquisition.

If You are not entitled to an ITC on Your Policy premium, the Limits of Liability stated in Your Policy are GST inclusive (unless Your Policy states otherwise).

If You are entitled to an ITC on any part of Your Policy premium, the Limits of Liability stated in Your Policy are exclusive of GST to the extent of Your ITC entitlement.

The outline of the effect of the GST on Your Policy is for general information only. You should not rely on this information without first seeking expert advice on the application of the GST to Your particular circumstances.

'GST', 'input tax credit', 'acquisition' and 'supply' have the meaning given in A New Tax System (Goods and Services Tax) Act 1999.



# Terrorism Insurance Act 2003

This Policy excludes cover for liability caused by, arising from, in connection with, or as a result of Terrorism.

In the event that damage to property occurs and the cause of the damage is declared a terrorist incident by the responsible Minister, then You may be afforded protection within the limits of indemnity of this Policy by virtue of the Terrorism Insurance Act 2003. The operation of this Act may also serve to reduce the settlement of Your loss to a percentage of the otherwise recoverable loss. In the event that the settlement is reduced then this will be at the direction of the Minister.

A more detailed explanation of the operation of the Terrorism Insurance Act 2003 can be obtained at [www.arpc.gov.au](http://www.arpc.gov.au)

# Financial Claims Scheme

This Policy may be a 'protected policy' under the Federal Government's Financial Claims Scheme (FCS) which is administered by the Australian Prudential Regulation Authority (APRA). The FCS only applies in the unlikely event of an insurer becoming insolvent and the Federal Treasurer making a declaration that the FCS will apply to that insurer. The FCS entitles certain persons, who have valid claims connected with certain protected policies issued by that insurer, to be paid certain amounts by APRA. Information about the FCS can be obtained from [www.fcs.gov.au](http://www.fcs.gov.au)

# General Insurance Code of Practice

We support and adhere to the General Insurance Code of Practice. A copy of the Code can be obtained from the Insurance Council of Australia by:

- ▼ Telephone: (02) 9253 5100 or 1300 728 228
- ▼ Website: [www.insurancecouncil.com.au](http://www.insurancecouncil.com.au)

# Part E: Conditions

These conditions apply to the Policy.

## 1. Claims notice

Any Occurrence which might give rise to a claim under this Policy must be reported in writing to Us as soon as possible. As far as is practicable, no alteration or repair is to be carried out by You until We have had the opportunity to inspect any Product or Property Damage, unless such alteration or repair is necessary to either prevent or minimise any Personal Injury or Property Damage. You must give immediate notice of any prosecution, inquest, inquiry or civil proceeding in connection with such Occurrence and immediately send to Us every relevant document.

## 2. Paying your Excess

You must pay the Excess that applies to claims under this Policy. Any Excess that applies to Your claim must be paid in full prior to settlement of that claim.

We have no liability to You under this Policy until You have paid the Excess. If the Excess has been requested but remains unpaid, We may:

- (a) decline to settle the claim pending full payment of the Excess; or
- (b) deduct the Excess from the settlement.

The Excess that applies will depend on the circumstances of the claim and is specified in the Policy Schedule. We will tell You how to pay Your Excess and who to pay it to.

## 3. Cooperation

You must co-operate and provide Us with all reasonable assistance in connection with any investigation, negotiation, recovery, defence, legal proceeding or settlement of any claim including doing all things necessary to allow Us to take over legal proceedings You are party to.

## 4. Claims conduct

We are entitled to conduct claims and proceedings. This includes the right to take over and conduct in Your name the defence or settlement of any claim or proceeding. At all times We have the right to make admissions, negotiate and settle a claim or proceeding on terms We consider appropriate. You are not permitted to make any admission of liability, offer, promise or payment without Our written consent. We may engage legal or other representatives to assist in the conduct of a claim or proceeding.

## 5. Rights of recovery

If You have suffered loss or damage or incurred liability as a result of an Occurrence covered, or partially covered by this Policy, then We have the right and You permit Us to take action or institute legal proceedings against any person, company or entity legally liable to You for the recovery of Your insured, underinsured or uninsured losses, payments made and expenses in relation to the Occurrence (Your Loss). Any action or legal proceeding will be commenced in Your name. You must provide Us with all information and reasonable assistance in the recovery of Your Loss, including providing Us with any documents that prove Your Loss.

If You have commenced action or instituted legal proceedings against any person, company or entity legally liable to You for Your Loss, We have the right and You permit Us to take over and continue that action or legal proceeding. You must provide Us with all information and reasonable assistance in the recovery of Your Loss, including providing Us with any documents that prove Your Loss.

Where recovery of Your Loss forms part of any representative proceeding which has not been instituted under Our instructions, We have the right and You permit Us to exclude Your Loss from that representative proceeding for the purpose of including Your Loss in a separate representative proceeding which is or will be instituted under Our instructions (Our Representative Proceeding). You must provide Us with all information and reasonable assistance in the recovery of Your Loss as part of Our Representative Proceeding, including providing Us with any documents that prove Your Loss.

You must not enter into any agreement, make any admissions or take any action or step that has the effect of limiting or excluding Your rights and Our rights to recover Your Loss without first obtaining Our approval in writing to do so.

## 6. Cross liability

Where You comprise more than one party each of the parties is considered to be a separate legal entity and the words 'You', 'Your', 'Yours' and 'Yourself' apply to each party as if a separate Policy had been issued to each of You. Irrespective of the number of parties which comprise You, the total amount payable by Us in respect of any one Occurrence shall not exceed the Limit of Liability stated in the Policy Schedule. Further:

- (a) any notice given by Us under the Policy to any one of You will be deemed to be notice given to all of You;

- (b) any misrepresentation or fraudulent actions or statements made by any party will be deemed to be made by all of You; and
- (c) any claim made by a party will be deemed to be a claim made by all of You.

## **7. Discharge of liability**

We may at any time pay to You, in connection with any claim or series of claims, the Limit of Liability (after a deduction of any amount already paid) or any lesser amount for which such claim or claims can be settled. Upon such payment, We shall relinquish the conduct and control of such claims and be under no further liability in connection with such claim or claims except for costs, charges and expenses recoverable by You which were incurred by You with Our written consent prior to the date of such payment.

## **8. Change to risk**

Your insurance, including the amount of premium, may be affected if any of the facts or circumstances that existed at the commencement of the Policy change during the Period of Insurance, including, for example:

- (a) the Business is permanently discontinued;
- (b) the nature of or type of business carried on by You changes;
- (c) Your registration or business certification is qualified, cancelled, suspended or terminated;
- (d) The Insured or any of its subsidiaries merges or is consolidated with or become a subsidiary of another entity;
- (e) Your interest in the Policy ceases, including by operation of law; or
- (f) You or the Business are insolvent, wound up or subject to external administration.

You must immediately notify Us of any of the above changes or any other changes that may increase the risk insured under Your Policy. If We agree to the changes You tell Us about, We will confirm this in writing. In some cases We may only agree to continue to insure You under the Policy if You agree to pay Us an additional premium.

## 9. Property inspection

We are permitted, but not obligated, to inspect Your property and operations at any time. Our right to make inspections and the preparation of any report in relation to Your property does not constitute a determination or warranty that such property or operations are safe.

## 10. Reasonable precautions

- (a) You and Your agents must take all reasonable precautions to:
- (i) prevent Personal Injury and Property Damage;
  - (ii) ensure Products are manufactured, sold or supplied without defect;
  - (iii) comply with all statutory obligations, by-laws or regulations relating to the safety of persons or property;
  - (iv) ensure that the premises from which Your Business is carried on or conducted are regularly maintained and kept in a good state of repair; and
  - (v) ensure that only competent Employees and sub-contractors are engaged.
- (b) You and Your agents must take immediate action to trace, recall, or modify any Products containing any defect or deficiency of which You have knowledge or have reason to suspect.

## 11. Indemnity prohibited by law

Where this Policy provides any indemnity to You which is prohibited by law, this Policy shall be varied so that this Policy does not respond to the extent that the indemnity is prohibited by law.

## 12. Transfer of interest

No interest in the Policy can be transferred without Our written consent.

## 13. Notification of other insurance

You must notify Us of any other insurance that insures any risk covered by the Policy and provide Us with the details of the other insurance.

## 14. Changes in or waivers of the policy

No changes of the Policy will be valid unless agreed in writing by Us.

No waiver of any requirements of the Policy shall be valid unless it is given to You in writing.

## 15. Interested Parties

You must tell Us in writing of the interest of all interested parties (for example, banks or lessors) when You want their interest covered to the extent cover is offered under this Policy. If a person is not named or noted on the Policy, they are not insured and cannot make a claim. This means We will need to record the interest of the interested party for those interests to be covered.

The interested parties must comply with all the terms and conditions of Your Policy, including, without limitation, the obligation to notify Us and give Us details of any other insurance that insures any risk insured by this Policy.

## 16. Applicable law

Should any dispute arise between You and Us over the application or interpretation of this Policy, such dispute shall be determined in accordance with the law of the State or Territory of Australia in which the Policy was entered into. We and You agree to submit to the jurisdiction of any competent court of that State or Territory in relation to that dispute.

# Part F: Your Insurance

## Cover Insuring clause

In consideration of payment of the premium stated in the Policy Schedule and subject to the terms, conditions, provisions, Endorsements, exclusions and Limit of Liability incorporated in this Policy, We agree to indemnify You for all amounts which You become legally liable to pay as compensation for Personal Injury or Property Damage occurring within the Geographic Limitations during the Period of Insurance as a result of an Occurrence happening in connection with Your Business.

## Supplementary payments

With respect to the indemnity afforded by this Policy, We will:

- (a) pay all charges, expenses and legal costs incurred by Us and/or by You with Our written consent in the settlement or defence of any claim for compensation and in respect of which You are or, if You were legally liable, would be entitled to indemnity under this Policy;
- (b) pay all charges, expenses and legal costs recoverable from You by claimants in connection with claims in respect of which You are or, if You were legally liable, would be entitled to indemnity under this Policy; and
- (c) pay expenses incurred by You for first aid to others at the time of an Occurrence covered by this Policy.

The expenses incurred under paragraphs (a), (b) and (c) above are payable by Us in addition to the applicable Limit of Liability specified in the Policy Schedule.

## Interested parties

We will pay a claim as if “You” in the Insuring clause includes a reference to any interested party specified in the Policy Schedule, provided that:

- (a) the Personal Injury or Property Damage results directly from the acts, errors or omissions of any person (within clauses (a) to (d) of the definition of “You”) in the carrying out of work or services in connection with Your Business; and
- (b) such liability will be limited to the extent required by any undertaking or contract entered into between You and the interested party and only to the extent such liability would exist in the absence of such an undertaking or contract.

# Limit of liability

The maximum compensation payable under this Policy as a result of an Occurrence shall not exceed the Limit of Liability stated in the Policy Schedule.

Our total aggregate liability during any one Period of Insurance for all claims shall not exceed the Limit of Liability stated in the Policy Schedule.

## Exclusions

We do not cover You for liability in respect of:

### 1. Advertising liability

Advertising Practices for:

- (a) an act, error or omission that occurs prior to the first Period of Insurance of this Policy;
- (b) statements made at Your direction in the knowledge that such statements are false;
- (c) the failure of performance of contract, but this exclusion shall not apply to claims for unauthorised appropriation of advertising ideas contrary to an implied contract;
- (d) any incorrect description of products or services;
- (e) any mistake in advertised price of products or services;
- (f) the failure of Products or services to conform with advertised performance, quality, fitness or durability;
- (g) the export of products to, or Business visits by, Your directors, executives and Employees to the United States; or
- (h) Your Business' involvement in publishing, broadcasting, telecasting, internet publishing, newspaper or magazine publishing.

### 2. Aircraft landing areas

Personal Injury or Property Damage arising directly or indirectly out of, or caused by, through, or in connection with the use of any land, property or structure as an airport, Aircraft hangar or Aircraft landing area, where such airport, Aircraft hangar or Aircraft landing area:

- (a) is required by law to be issued with a licence permitting regular public transport operations of Aircraft having a maximum passenger seating capacity of more than 30; or
- (b) has more than 1,000 flight movements per calendar year.



### 3. Aircraft and watercraft

Personal Injury or Property Damage arising directly or indirectly out of, or caused by, through, or in connection with:

- (a) the ownership, legal possession, legal control or use by You or the use on Your behalf of:
  - (i) any Aircraft; or
  - (ii) any Watercraft exceeding ten (10) metres in length;
- (b) the selling or manufacturing of Aircraft or the manufacture, assembly and/or supply of any products that are used with Your knowledge in Aircraft;
- (c) the leasing, hiring or chartering of Aircraft to or from You; or
- (d) the repair, service or maintenance of an Aircraft or Aircraft products or the installation of any products into the Aircraft unless such repair, service, maintenance or installation does not affect the flying capabilities or safety of the Aircraft and this Policy has been endorsed accordingly.

### 4. Amusement rides

Personal Injury or Property Damage arising directly or indirectly out of, or caused by, through, or in connection with the ownership, legal possession, legal control, use, operation, supervision, or maintenance of carnival or amusement rides.

### 5. Asbestos

Personal Injury or Property Damage arising directly or indirectly out of, or caused by, through, or in connection with:

- (a) the inhalation of, or exposure to (including the fear of inhalation or exposure) asbestos, asbestos fibres or derivatives of asbestos;
- (b) property damage, or loss of use or diminution in value of property, arising directly or indirectly, out of, or caused by, through, or in connection with asbestos, asbestos fibres or derivatives of asbestos; or
- (c) the cost of cleaning up, removing, treating, controlling, storing or disposing of asbestos, asbestos fibres or derivatives of asbestos or any other associated expenses.

### 6. Contractual liability

Any liability assumed under any contract or agreement. However, this exclusion does not apply to:

- (a) liability which would have been implied or imposed by law in the absence of such contract or agreement;

- (b) liability assumed under those contracts specified in the Policy Schedule;
- (c) liability assumed under any written lease, or agreement for the rental, of real property, where such lease or agreement does not include an obligation by You to insure such property;
- (d) liability assumed under a written contract with a public authority for the supply to You of water, gas, electricity or communication services except where such contract is a contract by which You agree to perform work for or on behalf of that public authority; or
- (e) the cover provided pursuant to this Policy (if any) to an interested party noted on the Policy Schedule.

Paragraphs (c) and (d) do not apply to liability assumed by You under the relevant lease, contract or agreement to indemnify a party in respect of an act or omission for which it is wholly responsible, unless such liability would otherwise have been implied or imposed on You by law.

## **7. Defective design**

Any defective or deficient design or error in formula or in specification provided by You for a fee.

## **8. E-Commerce**

Personal Injury or Property Damage arising directly or indirectly out of, or caused by, through, or in connection with:

- (a) the total or partial destruction, distortion, erasure, corruption, alteration, misuse, misinterpretation, misappropriation or use of Computer Equipment;
- (b) any error in creating, amending, entering, directing, deleting or using Computer Equipment; or
- (c) the total or partial inability or failure to receive, send, access or use Computer Equipment.

## **9. Electronic Data**

- (a) total or partial destruction, distortion, erasure, corruption, misinterpretation or misappropriation of Data;
- (b) error(s) in creating, amending, entering, deleting or using Data;
- (c) total or partial inability or failure to receive, send, access or use Data at any time or at all; or
- (d) communication, display or publication of Data.

However, paragraph (d) does not apply to bodily injury, death, sickness, disease, disability, shock, fright, mental injury, mental anguish or loss of consortium resulting from any of these.

## 10. Employer's liability

(a) Personal Injury to any Employee.

However, if You are:

- (i) 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 Personal Injury; or
- (ii) not required to so insure or otherwise fund such liability by reason only that the Personal Injury is to a person who is not a "worker" or "employee" within the meaning of the relevant Workers' Compensation Law or the Personal Injury is not an injury which is subject to such law,

then this Policy will respond to the extent that Your liability would not be covered under any such fund, scheme, policy of insurance or self insurance arrangement had You complied with Your obligations pursuant to such law.

(b) liability imposed by:

- (i) any Workers' Compensation Law;
- (ii) 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;
- (iii) any law relating to Employment Practices.

(c) Personal Injury to any Volunteer or Voluntary Worker.

However paragraphs (a) and (b) of this exclusion do not apply to claims for loss of consortium by the spouse of any of Your Employees.

## 11. Erection and alterations to buildings

Personal Injury or Property Damage arising directly or indirectly out of, or caused by, through, or in connection with the erection, demolition of, or alteration, or addition to buildings or structures by You or on Your behalf except where the value of such work does not exceed \$5,000 at the commencement of the work.

## 12. Explosives

Personal Injury or Property Damage arising directly or indirectly out of, or caused by, through, or in connection with any explosives, fireworks, ammunition or weapons of any kind.

### 13. Faulty workmanship

the cost of performing, completing, correcting or improving any work undertaken by You or on Your behalf or for Your benefit. However, this exclusion does not apply in respect of liability for Personal Injury or Property Damage resulting from faulty or defective workmanship.

### 14. Fines, penalties and punitive damages

fines, penalties, liquidated damages, punitive, exemplary or aggravated damages, however imposed.

### 15. Hold harmless agreements

any amount which You become legally liable to pay and which amount You would have been legally entitled to recover from any party but for an agreement between You and that party.

### 16. Internet and computer operations

- (a) Your Internet Operations; or
- (b) any liability for Property Damage to data and media arising directly or indirectly out of, or caused by, through, or in connection with:
  - (i) the use of any Computer Equipment;
  - (ii) the provision of computer or telecommunications services by You or on Your behalf; or
  - (iii) any loss or damage caused by any computer virus.

However, this exclusion does not apply to Personal Injury or Property Damage arising out of any material prepared by the manufacturer in respect of product use, safety instructions or warnings which is reproduced on Your website.

### 17. Jurisdiction limits

- (a) any action brought or instituted against You or any judgement obtained against You (whether or not such judgement is enforced by the courts of Australia or New Zealand) in any country other than Australia or New Zealand in which You are represented by a branch or by an employee domiciled in that country or by a company, firm or individual holding Your power of attorney; or
- (b) any actions brought or instituted or any judgement (whether or not such judgement is enforced by the courts of Australia or New Zealand) within the United States of America or Canada or their respective territories, protectorates or dependencies.

## 18. Known defects

Personal Injury or Property Damage arising directly or indirectly out of, or caused by, through, or in connection with any defect or deficiency in Products of which You or Your agents have knowledge or have reason to suspect at the time when Products pass from Your actual physical custody or from the actual physical custody of any person under Your control.

## 19. Libel and slander

the publication or statement of a libel or slander or defamation of character which is:

- (a) made prior to the commencement of the Period of Insurance, or
- (b) made by You or at Your direction in the knowledge that it was false, or
- (c) related to advertising, publishing, broadcasting or telecasting activities conducted by You or on Your behalf.

## 20. Loss of use

the loss of use of tangible property which has not been physically damaged or destroyed resulting from:

- (a) delay in or lack of performance by You or on Your behalf of any contract or agreement; or
- (b) the failure of Products to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by You. However, this exclusion does not apply to loss of use of other tangible property resulting from sudden and accidental physical damage to, or destruction of, Products after they have been put to use by any person or organisation other than Yourself.

## 21. Participants

- (a) Personal Injury to any person which arises directly or indirectly out of, or caused by, through, or in connection with their participation in any capacity in:
  - (i) any sporting or recreational activity. This includes but is not limited to racing, gymnastics, martial arts, flying, gliding, ballooning, animal riding, motor cycle riding, carnival or amusement rides, organised tours, camping, hiking, rafting, skiing or caving; or
  - (ii) attendance at any demonstration, rally, march, procession or parade.

- (b) damage to any property which is attributable to its use in any sporting or recreational activity, demonstration, rally, march, procession or parade. However, this exclusion does not apply to claims in respect of Personal Injury to a spectator at a sporting or recreational activity.

## **22. Pollution**

Personal Injury or Property Damage arising directly or indirectly out of, or caused by, through, or in connection with:

- (a) the discharge, dispersal, release or escape of Pollutants into or upon land, the atmosphere or water unless such discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended from Your standpoint and takes place in its entirety at a specific time and place;
- (b) the cost of preventing, removing, nullifying or cleaning up any contamination or pollution as a consequence of the discharge, dispersal, release or escape of any Pollutants, unless removal, nullifying or cleaning up costs which are consequent upon a sudden, identifiable, unexpected and unintended happening which takes place in its entirety at a specific time and place; or
- (c) the actual, alleged or threatened discharge, dispersal, release, seepage, migration or escape of Pollutants caused by any Products that have been discarded, dumped or thrown away by others.

## **23. Product defect**

damage to Products if such damage is attributable to any defect in them or their harmful nature or they are not fit for purpose.

## **24. Product recall**

the withdrawal, inspection, repair, replacement or loss of use of Products or of any property of which Products form a part if they are withdrawn from the market or from use because of any known or suspected defect or deficiency in them.

## **25. Professional duty**

a breach of any professional duty owed by You or anyone for whose breaches of such duty You may be legally liable. However, this exclusion does not apply to the rendering of, or failure to, render first aid at the time of an Occurrence covered by this Policy.

## 26. Property in physical or legal control

damage to or loss of:

- (a) property owned, leased or rented by You; or
- (b) property in Your physical or legal control.

However, this exclusion does not apply to:

- (i) damage to premises which are leased or rented by You for the purpose of carrying on Your Business and the liability does not arise from Your failure to insure the premises as required in the lease or rental agreement;
- (ii) damage to or loss of Vehicles (not belonging to You or used by You or on Your behalf) in Your physical or legal control where such loss or damage occurs whilst any such Vehicle is in a car park owned or operated by You provided that You as part of Your Business do not operate such car park for reward;
- (iii) damage to or loss of Employees' property;
- (iv) damage to premises temporarily occupied by You for the purpose of carrying on Your Business, or damage to or loss of the contents of such premises; or
- (v) damage to or loss of property not owned by You but in Your physical or legal control, subject to a maximum of \$20,000 for any one Occurrence unless some other sub-limit is specified in the Policy Schedule or attached by Endorsement.

## 27. Molestation

the molestation of, the interference with, the mental abuse or the physical abuse of any person by:

- (a) You;
- (b) any Employee; or
- (c) any person performing any voluntary work or service for You or on Your behalf.

## 28. Vehicles

Personal Injury or Property Damage arising directly or indirectly out of, or caused by, through, or in connection with the ownership, use, legal possession, or legal control by You of any Vehicle or any attachment to such Vehicle:

- (a) which is registered;
- (b) in respect of which registration or insurance is required by virtue of any legislation relating to Vehicles; or
- (c) which is otherwise insured in respect of the same liability.

However, this exclusion does not apply to claims in respect of Personal Injury or Property Damage caused by or arising from the:

- (i) delivery or collection of goods to or from any Vehicle where such Personal Injury or Property Damage occurs beyond the limits of any road; or
- (ii) loading, unloading, delivery or collection of goods to or from any Vehicle used in work undertaken by You or on Your behalf but not in Your physical or legal control.

## 29. Consequential loss

consequential loss of any kind including loss of income or earning capacity, loss of contract, loss of opportunity or depreciation.

## 30. War and nuclear

Personal Injury or Property Damage arising directly or indirectly out of, or caused by, through, or in connection with:

- (a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), rebellion, revolution, civil war, insurrection or military or usurped power;
- (b) expropriation (including lawful seizure), confiscation, nationalisation, destruction or requisition by or under the order of any Government or Public or Local Authority;
- (c) nuclear weapons material;
- (d) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste; or
- (e) looting, sacking or pillaging following any event described in paragraph (a) or (b) above.



# Definitions

The following words have the following meaning for this Policy.

## Advertising Practices

Means:

- (a) any infringement of copyright or passing off; or
- (b) unfair competition, piracy, idea misappropriation contrary to an implied contract; or
- (c) invasion of privacy committed or alleged to have been committed during the Period of Insurance in any advertisement, publicity article, broadcast or telecast and caused by or arising out of Your advertising.

## Aircraft

Means anything made or intended to fly or move in or through the air or space other than model Aircraft. Aircraft includes remote control devices.

## Business

Means the business(es) specified and described in the Policy Schedule including the ownership, maintenance or tenancy of premises from which that business is conducted.

## Computer Equipment

Means data or part of data, computer hardware, operating system, computer network, websites, servers, extranet, intranet, mail systems, software, applications software, computer chip including microprocessor chip and coded instruction as well as any new technology, product or service replacing computer equipment.

## Data

Means facts, concepts and information converted to a form usable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for equipment.

## Employee

Means any person:

- (a) employed by You; or
- (b) deemed to be employed by You pursuant to any Workers' Compensation Law.

## Employment Practices

Means any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, sexual harassment or discrimination in respect of employment by You.

## Endorsement

Means documentary evidence of an alteration to the Policy which forms part of the Policy. If an endorsement applies to the Policy it will be specified in the Policy Schedule, unless We send You the endorsement separately.

## Excess

Means the amount which is payable by You for each and every claim made under this Policy before the application of any cover, benefits or limits of the Policy.

## Geographic Limitations

Means:

- (a) anywhere in Australia or New Zealand; or
- (b) elsewhere in the world but only in respect of:
  - (i) business visits by directors and employees of the named Insured normally resident in Australia or New Zealand, other than directors or employees who are engaged in Manual Labour during such visits; or
  - (ii) Products exported from Australia or New Zealand, other than Products exported to the United States of America or Canada or their respective territories, protectorates or dependencies.

## Hovercraft

Any vessel, craft or thing made or intended to float on or in, or travel on, or through the atmosphere or water on a cushion of air propelled by a downward blast.

## Insured

Means the person, company or legal entity shown as the insured on the Policy Schedule.

## Internet Operations

Means:

- (a) use of electronic mail systems by You or Your Employees, including part-time and temporary staff, and others within Your Business or others communicating with Your Business by electronic mail;
- (b) access through Your network to the world wide web or a public internet site by You or Your Employees, including part-time and temporary staff, and others within Your Business;

- (c) access to Your intranet (internal company information and computing resources) which is made available through the world wide web for Your customers or others outside Your Business; and
- (d) the operation and maintenance of Your website.

### **Limit of Liability**

Means the applicable limit of liability that is specified in Your Policy Schedule.

### **Manual Labour**

Means work primarily involving physical exertion, but does not include activities associated with marketing, promotion, demonstration or selling.

### **Occurrence**

Means an event neither expected nor intended from Your standpoint, including continuous or repeated exposure to substantially the same general conditions.

### **Period of Insurance**

Means the period of time specified in the Policy Schedule during which insurance is provided under the Policy.

### **Personal Injury**

Means:

- (a) bodily injury, death, sickness, disease, disability, shock, fright, mental anguish, mental injury or loss of consortium;
- (b) false arrest, false imprisonment, wrongful eviction, wrongful detention or malicious prosecution;
- (c) libel, slander, defamation of character or invasion of right of privacy; or
- (d) assault and battery not committed by You or at Your direction unless committed for the purpose of preventing or eliminating danger to persons or property.

### **Policy**

Means Your insurance contract. It consists of this policy wording, any Endorsements and the Policy Schedule.

### **Policy Schedule**

Means the Policy Schedule which forms part of this Policy.

At each renewal of Your Policy, the renewal schedule becomes Your current Policy Schedule. Updated Policy Schedules may be sent to You from time to time showing alterations to Your Policy.

## **Pollutants**

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.

## **Products**

Means anything (including any component, packaging or container of or for such thing) after it has ceased to be in Your possession or control which has been manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, repaired, serviced, treated, sold, supplied, resupplied or distributed by You in the course of Your Business. The term includes anything, (including any component, packaging or container of or for such thing), which by operation of a law of Australia You are deemed to have manufactured.

## **Property Damage**

Means:

- (a) physical damage to or destruction of tangible property (which includes loss of property) including the loss of use of the property damaged or destroyed; or
- (b) loss of use of tangible property which has not been physically damaged or destroyed, provided such loss of use is caused by physical damage to, or loss or destruction of, other tangible property.

## **Terrorism**

Means an act, including but not limited to the use of force or violence (or threat of force or violence) by any person or group of people acting alone, or on behalf of or in connection with any organisation or government, that from its nature or context is done for, or in connection with, political, religious, ideological ethnic or similar reasons with the intention to influence any government or put the public or any section of the public in fear.

## **Vehicle**

Means any type of machine on wheels or on caterpillar tracks (including any trailer, caravan or other apparatus attached to the machine) made or intended to be propelled other than by manual or animal power.

## **Volunteer, Voluntary Worker**

Means any person engaged by You to perform work on Your behalf without fee, reward or remuneration whilst they are performing such work; but this does not include a financial, non-financial or paid-up member of Yours whilst engaged, as a member in activities organised by You.

## **Watercraft**

Means anything made or intended to float or travel on or through water other than model boats. Watercraft includes Hovercraft or air cushioned vehicles.

## **We, Us, Our**

Means AAI Limited ABN 48 005 297 807 AFSL 230859 trading as Vero Insurance.

## **Workers' Compensation Law**

Means any law relating to compensation for injury to Employees.

## **You, Your, Yours, Yourself**

Means:

- (a) the Insured specified in the Policy Schedule;
- (b) all subsidiary companies (now or hereafter constituted) of the Insured which are incorporated within Australia or New Zealand and which carry on Your Business;
- (c) any director, executive officer, employee, partner or shareholder of the Insured or the companies as designated in paragraph (b) but only whilst acting within the scope of their duties in such capacity;
- (d) Voluntary Workers but only whilst acting within the scope of their duties in such capacity;
- (e) any principal in respect of the liability of such principal arising out of the performance by the Insured or the companies as designated in paragraph (b) of any contract or agreement for the performance of work for such principal;
- (f) any employee, office bearer or member of social, sports, firefighting or welfare organisations, canteen and first aid facilities formed with the consent of the Insured, the companies as designated in paragraph (b) or the persons as designated in paragraph (c) and (e). Where the Insured is a club or association, any member of such club or association, but only whilst engaged as a member in activities organised by the club or association.

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PDS dated 12 August 2016

AAI Limited ABN 48 005 297 807,  
AFSL. 230859 trading as Vero  
Insurance, is the insurer and issuer  
of this insurance



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