

Broadform Public and Products Liability Insurance Policy



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Introduction

Please read the policy carefully to ensure that it meets your requirements. The insurer will provide insurance in accordance with the terms of this policy.

The policy, endorsements and the schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached, and appears in **bold** font, shall bear that specific meaning wherever it may appear. The singular shall include the plural and vice versa.

Where headings are used in this policy, they are purely descriptive in nature and are not intended to be used for interpretative purposes.

The named insured received important notices about their duty of disclosure and our privacy statement prior to purchasing this policy. The notices are replicated at the back of this document for your reference.

Also included in the notices is important information relating to 'Extension 2 – Product errors or omissions coverage' which is issued on a claims made and notified basis.

Policy wording

The **Named Insured** and the **Insurer** agree that the **Insurer** will provide insurance in accordance with the terms, conditions, exclusions, definitions and **Limits of Liability** of this **Policy**.

There are some covers under this **Policy** where the **Insured** will need to obtain the **Insurer's** prior consent; for example, before incurring costs. Where prior consent is required, consent must be obtained from the **Insurer**, unless otherwise specified in the **Policy**. The **Insurer's** consent will not be unreasonably withheld or delayed.

Where the effect of a term in this **Policy** is that the **Insurer** may refuse to pay a claim by reason of something the **Insured** or another person did or did not do after this **Policy** was entered into then, in accordance with the Insurance Contracts Act 1984 (Cth), the **Insurer** may:

- ▼ refuse to pay a claim, but only to the extent that such act or failure caused or contributed to the loss which gives rise to the claim; or
- ▼ reduce the payment of a claim, but only by an amount that fairly represents the extent to which the **Insurer's** interests are prejudiced by the act or failure.

1. Insuring clauses

Section A – Public liability

The **Insurer** will pay to or on behalf of the **Insured** all sums which the **Insured** shall become legally liable to pay as **Compensation** in respect of:

- (a) **Personal Injury**, or
- (b) **Damage to Property**, or
- (c) **Advertising Injury**,

happening during the **Period of Insurance** within the **Territorial Limits** as a result of an **Occurrence** and in connection with the **Insured's Business**.

Section B – Products liability

The **Insurer** will pay to or on behalf of the **Insured** all sums which the **Insured** shall become legally liable to pay as **Compensation** in respect of:

- (a) **Personal Injury**, or
- (b) **Damage to Property**, or
- (c) **Advertising Injury**,

happening during the **Period of Insurance** within the **Territorial Limits** as a result of an **Occurrence** and caused by or arising from the **Insured's Products**.

2. Extensions

These extensions are subject to the terms, conditions, exclusions and definitions of the **Policy**, unless otherwise stated.

The total of all payments made under the extensions will be part of and not in addition to the **Limit of Liability** in respect of the insuring clause to which they apply.

Extensions to Section B - Products liability

Extension 1 – Product recall expense coverage

The **Insurer** will pay to the **Insured** any reasonable **Product Recall Expense** necessary because the use or consumption of any **Product** has resulted in or may result in bodily injury, death, illness or disability or physical damage to or destruction of tangible property due to:

1. the accidental omission of a substance or the accidental introduction or substitution of a harmful or damaging substance in the manufacture of the **Product**;

2. any unintentional error or deficiency in the manufacture, design, blending, mixing, compounding or labelling of the **Product**; or
3. a ruling of a government or other regulatory body requiring the **Insured** to recall any **Product** as a result of any of the matters set out in paragraphs 1 or 2 above.

Coverage under this extension is subject to:

- (a) the **Insured** first discovering during the **Period of Insurance** that the use or consumption of any **Product** has resulted or may result in bodily injury, death, illness or disability or physical damage to or destruction of tangible property; and
- (b) the bodily injury, death, illness or disability or physical damage to or destruction of tangible property being indemnifiable under 'Section B – Products liability'.

The **Insurer's** maximum liability in respect of this extension for all **Product Recall Expenses** during the **Period of Insurance** is \$1,000,000 in total, or as otherwise stated in the **Schedule**.

Extension 2 – Product errors or omissions coverage

The **Insurer** will pay to or on behalf of the **Insured** all sums which the **Insured** becomes legally liable to pay as **Compensation** in respect of pure economic loss caused by any negligent act, error or omission committed or alleged to have been committed by or on behalf of the **Insured** in connection with the **Insured's Products**.

Coverage under this extension is subject to:

1. such act, error or omission occurring after the inception date of this **Policy** or the retroactive date specified in the **Schedule**, whichever the earlier;
2. such act, error or omission occurring within the **Territorial Limits**; and
3. a demand for **Compensation** being first made against the **Insured** and notified to the **Insurer** during the **Period of Insurance**.

The **Insurer's** maximum liability in respect of this extension for all claims payable during the **Period of Insurance** is \$500,000 in total, or as otherwise stated in the **Schedule**.

Extensions to both Section A - Public liability and Section B – Products liability

Extension 3 – New Zealand punitive or exemplary damages

The **Insurer** will pay to or on behalf of the **Insured** all sums which the **Insured** becomes legally liable to pay in respect of punitive or exemplary damages awarded by a court in New Zealand for **Personal Injury** happening during the **Period of Insurance** in New Zealand as a result of an **Occurrence** and:

1. in connection with the **Insured's Business**; or
2. caused by or arising from the **Insured's Products**.

Coverage under this extension is subject to the **Personal Injury** being indemnifiable under 'Section A – Public liability' or 'Section B – Products liability'.

The **Insurer's** maximum liability in respect of this extension for all claims payable during the **Period of Insurance** resulting in legal liability for punitive or exemplary damages is NZD1,000,000 in total, or as otherwise stated in the **Schedule**.

3. Limits of liability

Unless otherwise stated in the **Policy**, the **Insurer's**:

1. liability to indemnify the **Insured** under 'Section A - Public liability' will not exceed the **Limit of Liability** in respect of any one **Occurrence**; and
2. maximum liability in respect of 'Section B – Products liability' for all **Occurrences** during the **Period of Insurance** will not exceed the **Limit of Liability**.

The applicable **Limit of Liability** is over and above the **Deductible** payable by the **Insured**.

4. Defence costs and supplementary payments

The **Insurer** will pay the following in connection with a claim for which indemnity is available under this **Policy**:

1. all reasonable costs and expenses incurred by the **Insurer** and/or by the **Insured** with the **Insurer's** prior written consent in defending, investigating or settling any claim or suit against the **Insured**, even if such claim or suit is groundless, false or fraudulent;
2. all interest accruing on the **Insurer's** portion of any judgment until the **Insurer** has paid, tendered or deposited in court that part of such judgment which does not exceed the **Limit of Liability**;
3. premium on appeal bonds or security for costs required in any suit, and premium on bonds to release attachments in any suit, for an amount not exceeding the applicable **Limit of Liability**, but the **Insurer** shall have no obligation to apply for or furnish any such bond or security;
4. reasonable expenses incurred by the **Insured** for rendering of first aid or other medical service to others at the time of any **Personal Injury** (other than the payment of any medical expense by the **Insurer** which the **Insurer** is prevented from paying by law);
5. costs incurred for the temporary protection of property, including temporary repairs or protection of property

of others that has been damaged as a result of an **Occurrence** which is the subject of indemnity under this **Policy**;

6. reasonable expenses incurred by the **Insured** (including loss of wages or salary, but not loss of other income) at the **Insurer's** written request or with the **Insurer's** prior written consent as a result of the **Insured's** attendance at hearings or trials relating to a liability covered by this **Policy**;
7. all costs incurred by the **Insured** with the **Insurer's** prior written consent for legal representation at any coronial inquest or inquiry, court or tribunal, royal commission or government inquiry, or any inquiry or hearing of a disciplinary nature held before a legally constituted inquiry board, committee, or authority; and
8. up to \$25,000 in respect of each **Occurrence** for reasonable professional fees or costs incurred by the **Named Insured** or **Subsidiaries** for the preparation of a claim under this **Policy**.

These 'Defence costs and supplementary payments' are payable subject to the following:

- (a) The **Insurer** is not obliged to pay any 'Defence costs and supplementary payments' or to defend any claim or suit after the **Insurer's Limit of Liability** under this **Policy** to indemnify the **Insured** has been exhausted;
- (b) In the event of a claim being made against the **Insured** in any court or before any other legally constituted body in the United States of America, Canada or their respective protectorates and territories, the total amount payable in respect of the claim by the **Insurer** under this **Policy** including 'Defence costs and supplementary payments' will not exceed the **Limit of Liability**;
- (c) If a payment exceeding the **Insurer's** liability under this **Policy** to indemnify the **Insured** has to be made to dispose of a claim, the **Insurer's** liability in respect of 'Defence costs and supplementary payments' is limited to the proportion that the **Insurer's** liability to indemnify the **Insured** under this **Policy** bears to that payment;
- (d) In jurisdictions where the **Insurer** is not legally permitted to, or cannot for any other reason, defend any claim or suit against the **Insured**, the **Insurer** will reimburse the **Insured** for the expense of such defence provided that such expenses are incurred with the **Insurer's** written consent.

5. Deductible

The **Deductible** applies to:

1. each **Occurrence** and/or claim in respect of 'Defence costs and supplementary payments'; and
2. each claim in respect of 'Extensions to Section B – Products liability',

and is payable by the **Insured** at such time reasonably required by the **Insurer**.

Provided that the **Deductible** shall only apply once to an **Occurrence** and any claims arising from that **Occurrence**.

The method for payment of the **Deductible** will depend on the particular circumstances of the **Occurrence** or claim, for example:

- (a) the **Insurer** may pay the amount of **Compensation** or 'Defence costs and supplementary payments' that is less than the **Deductible**, and then require repayment of this amount from the **Insured**;
- (b) the **Insurer** may deduct the amount of the **Deductible** from the amount payable by the **Insurer** to the **Insured**; or
- (c) the **Insurer** may require the **Insured** to pay the **Deductible** directly to a third party.

6. Exclusions

Exclusions applicable to Section A – Public liability and any extensions to Section A

The **Insurer** does not cover any liability:

6.1 Aircraft, watercraft and hovercraft

directly or indirectly caused by or arising from the operation, ownership, possession or use of any:

1. **Aircraft** or **Hovercraft**; or
2. **Watercraft** exceeding fifteen (15) metres in length, while such **Watercraft** is on, in or under water.

However, this exclusion does not apply to claims for **Personal Injury** or **Damage to Property** arising out of:

- (a) **Watercraft** used in operations carried out by an independent contractor for whose conduct the **Insured** is legally liable; or
- (b) **Watercraft** and **Hovercraft** owned and operated by others and used by the **Insured** for the purposes of business entertainment only.

6.2 Defective work

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

6.3 Products liability

indemnifiable under 'Section B – Products liability' or any extension to Section B.

However, this exclusion does not apply to **Personal Injury** or **Damage to Property** caused by food or beverages sold or supplied by the **Insured** as a service to the **Insured's** employees or visitors for consumption on the **Insured's** premises.

6.4 Property in the insured's care, custody or control

for **Damage to Property** owned by the **Insured** or property in the **Insured's** care, custody or control.

However, this exclusion does not apply to liability for damage to:

1. premises tenanted, leased or hired by the **Insured**;
2. **Vehicles** (other than **Vehicles** owned or used by or on behalf of the **Insured**) in the **Insured's** care, custody or control but only while such **Vehicles** are in a car park owned or operated by the **Insured** other than for income or reward as a car park operator;
3. clothing and personal effects of the **Insured's** directors, employees and visitors; or
4. property not owned by the **Insured** (and not being property referred to in sub-paragraphs 1, 2 and 3) but temporarily in the **Insured's** care, custody or control, subject to the **Insurer's** maximum liability for such property damage under this sub-paragraph being:
 - (a) the amount stated in the **Schedule**; or
 - (b) if no amount is stated in the **Schedule**, \$500,000,for each and every **Occurrence**.

6.5 Property worked on by the insured

arising out of or in any way connected with physical damage to, destruction of or loss of that part of any property upon which the **Insured** is or has been working.

6.6 Vehicles

directly or indirectly caused by or arising from the use of a **Vehicle** owned by, or in the physical or legal control of the **Insured** which is registered, required by law to be registered, or in respect of which insurance is required by virtue of any legislation which applies to its use (whether or not such insurance is effected).

However, this exclusion does not apply to:

1. liability directly or indirectly caused by or arising from the use of a **Vehicle** (other than a **Vehicle** owned or used by or on behalf of the **Insured**) whilst that **Vehicle** is in a car park owned or operated by the **Insured** other than for income or reward as a car park operator;
2. **Personal Injury** or **Damage to Property** occurring during the loading or unloading of a **Vehicle** caused by or arising from the collection or delivery of any goods from or to the **Vehicle** where such **Personal Injury** or **Damage to Property** occurs beyond the limits of any carriageway, and where applicable legislation does not require insurance against such liability. For the avoidance of doubt, a stopping area, such as a loading zone, and pedestrian thoroughfares are taken to be beyond the limits of a carriageway;
3. **Personal Injury** or **Damage to Property** caused by the use of any tool, plant or equipment forming part of or attached to or used in connection with any **Vehicle** and where applicable legislation does not require insurance against such liability; or
4. **Personal Injury** where the insurance required by virtue of any legislation does not provide indemnity, and the lack of indemnity is not due to a breach of legislation relating to **Vehicles**.

Exclusions applicable to Section B – Products liability and any extensions to Section B

The **Insurer** does not cover any liability:

6.7 Aircraft products

directly or indirectly caused by or arising from any **Product** that is an **Aircraft** or is incorporated in an **Aircraft** with the **Insured's** knowledge and which affects the flying capabilities of an **Aircraft**.

6.8 Product recall or replacement

1. for the cost of recalling, withdrawing, replacing or repairing **Products**, or of making any refund on the price paid for **Products**.

However, this exclusion does not apply:

- (a) to liability for physical damage to or destruction of **Products** caused by other **Products** if such other **Products** were physically independent at the time of such physical damage or destruction; or
 - (b) where coverage is provided under 'Extension 1 – Product recall expense coverage'.
2. The **Insurer** shall not be liable under 'Extension 1 – Product recall expense coverage' for **Product Recall Expense** directly or indirectly caused by or arising from:
 - (a) any **Product** of the same trade name or brand name but which is of a different batch, code or other identification from the **Product** for which **Product Recall Expense** cover has been provided, unless that **Product** of the different batch, code or other identification meets the requirements of 'Extension 1 - Product recall expense coverage' independently of any other **Product** for which **Product Recall Expense** cover has been provided; or
 - (b) inherent deterioration or decomposition of any **Product** or its packaging. For example, where a **Product** has deteriorated where it has reached the end of its natural shelf life or lifespan.

- (c) loss of customer approval or confidence, or any costs incurred to regain customer approval, or other consequential loss of any kind including:
 - (i) loss of profits;
 - (ii) adverse publicity;
 - (iii) loss of the **Insured's** market value;
 - (iv) interruption of production;
 - (v) cancellation of contracts;
 - (vi) replacing suppliers or hiring of contract manufacturers;
 - (vii) stalled research and development, merger and acquisition or other investment;
- (d) any pre-existing defect or imperfection of the **Product** of which the **Insured** was aware or a reasonable person in the circumstances could be expected to have been aware at the inception of this **Policy**;
- (e) mislabelling or non-labelling of any **Product** or any container or packaging of the **Product** in relation to a 'use by' or 'best before' date authorised or required by a government agency or other statutory or regulatory authority;
- (f) continued use by the **Insured** of materials that have been banned or declared unsafe by a government agency or other responsible body;
- (g) errors or omissions of the **Insured** or any of its employees of which officers or directors of the **Insured** knew or ought to have discovered on reasonable enquiry; or
- (h) the demolition, destruction, disassembly or consequent reinstatement of property or structures or any part of any property or structures to facilitate the removal of any **Product** from such property or structures.

6.9 Public liability

indemnifiable under 'Section A – Public liability' and any extension to Section A.

General exclusions (applicable to both Sections A and B and any extensions to Sections A and B)

The **Insurer** does not cover any liability:

6.10 Advertising injury

for **Advertising Injury** directly or indirectly caused by, or arising from:

1. failure of performance of contract. However, this exclusion does not apply to claims for unauthorised appropriation of ideas based upon breach of an implied contract;
2. infringement of trade mark, service mark or trade name. However, this exclusion does not apply to titles or slogans;
3. incorrect description of any good or **Product**; or
4. mistake in advertised price.

6.11 Asbestos

directly or indirectly caused by, arising from or in connection with asbestos or materials containing asbestos.

6.12 Cyber, privacy breach and confidential or personal information breach

directly or indirectly arising out of or in connection with:

1. any access to or disclosure of any **Private and Confidential Information** or **Personal Information**;
2. (a) total or partial destruction, distortion, erasure, corruption, theft, misappropriation, misuse or alteration of **Data**;
- (b) total or partial inability or failure to receive, send, access, manipulate or use **Data** for any time or at all; or
- (c) any **Loss of Use**, reduction in functionality, restriction of access or inability to manipulate, repair, replacement, restoration or reproduction of any **Data**; or
3. any corruption, **Loss of Use** or misuse of or inability to access, process, use or operate any **Computer System**.

However, this exclusion does not apply to:

- (a) **Damage to Property, Bodily Injury** or **Advertising Injury** arising out of the circumstances described in sub-paragraphs 1, 2 or 3 above; or
- (b) mental anguish, mental injury, shock, fright or loss of consortium arising out of the circumstances described in sub-paragraph 3 above. For the avoidance of doubt, the exclusion continues to apply to mental anguish, mental injury, shock, fright or loss of consortium arising out of the circumstances described in sub-paragraphs 1 and 2 above.

Definitions

For the purpose of this exclusion only, the following definitions apply:

Bodily Injury means death, bodily injury, sickness or disease sustained by a person. Bodily Injury does not include mental impairment, mental injury, mental anguish, shock, fright, mental illness, humiliation, discrimination or any injury arising out of invasion of privacy, breach of confidentiality, defamation and/or loss of consortium.

Damage to Property means loss of, physical damage to or destruction of tangible property including the loss of use thereof resulting therefrom. Tangible property does not include **Data**.

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

Data means information, facts, concepts, code or any other information of any kind that is converted, recorded or transmitted in a form to be accessed, communicated, displayed, distributed, interpreted, processed, transmitted or stored or used in or by a **Computer System**.

Loss of Use means the inability to obtain the intended benefit which is not resulting from damage to tangible property.

Private and Confidential Information means any information (including **Data**) other than **Personal Information** that is not publicly available and where disclosure may affect the economic, competitive or commercial interests of the owner of the information including trade secrets, computer programs, customer information, patents, trademarks, copyrights or processing methods.

Personal Information means any information from which an individual may be reasonably identified or contacted, including an individual's name, telephone number, email address, tax file number, Medicare number, credit card details or any other non-public personal information as defined in the Privacy Act 1988 (Cth) or in any subsequent legislation that alters, repeals or replaces such legislation.

6.13 Defamation

directly or indirectly caused by or arising from the publication or utterance of any defamatory matter or material:

1. made prior to the commencement of the **Period of Insurance**;
2. made at the direction of the **Insured** with knowledge of the falsity thereof; or
3. where the occupation or business of the **Insured** is advertising, broadcasting, publishing or telecasting.

6.14 Employers liability

1. in respect of which the **Insured** is or would be entitled to indemnity under any fund, scheme, policy of insurance or self insurance pursuant to or required by any legislation relating to workers' compensation whether or not such insurance has been effected;
2. imposed by the provisions of any industrial award or agreement or determination where such liability would not have been imposed in the absence of such industrial award or agreement or determination; or
3. relating to **Employment Practices**.

6.15 Liability under agreement

assumed under a contract or agreement that requires the **Named Insured** or **Subsidiaries** to:

1. effect insurance over property; or
2. accept liability regardless of fault. However, this exclusion does not apply where:
 - (a) that liability would otherwise exist at law in the absence of the contract or agreement; or
 - (b) the contract is an **Incidental Contract** and liability does not arise due to an obligation to insure rented, leased or hired property or an obligation to indemnify a landlord irrespective of fault; or
 - (c) the contract is a standard form contract and:
 - (i) the **Insured** has:
 - A. less than 100 employees (including casual employees) at the time the contract was entered into; and/or
 - B. an annual turnover of less than \$10,000,000 for the last income year that ended at or before the time the contract was entered into; and
 - (ii) such contract is for the supply of goods or services or sale or grant of an interest in land; and
 - (iii) the clause or provision under which the liability is assumed is deemed to be unfair under Australian Consumer Law (as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth)).

For the purpose of this exclusion 6.15.2(c) a standard form contract has the meaning given in section 27 of Schedule 2 of the Competition and Consumer Act 2010 (Cth).

- (d) liability is assumed by the **Insured** under a warranty of fitness or quality of the **Insured's Products** implied by law or statute.

6.16 Loss of use

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

1. delay in or lack of performance by or on behalf of the **Insured** of any contract or agreement;
2. the failure of **Products** or work performed by or on behalf of the **Insured** to meet the level of performance, quality, fitness or durability warranted or represented by the **Insured**. However, this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical damage to or destruction of **Products** or work performed by or on behalf of the **Insured** after such **Product** or work has been put to their intended use by any person or organisation other than the **Insured**.

6.17 Penalties and punitive damages

for fines, penalties, aggravated, exemplary, punitive or liquidated damages. However, this exclusion does not apply to punitive or exemplary damages where coverage is provided under 'Extension 3 - New Zealand punitive or exemplary damages' (Extensions to both Section A – Public liability and Section B – Products liability).

6.18 Pollution

1. directly or indirectly caused by or arising from the discharge, dispersal, release, seepage, migration or escape of **Pollutants**, including the cost of testing, monitoring, treating, detoxifying, removing, neutralising or cleaning up **Pollutants**; or
2. for the cost of preventing the discharge, dispersal, release, seepage, migration or escape of **Pollutants**.

However, this exclusion does not apply where such discharge, dispersal, release, seepage, migration or escape arises from a sudden, identifiable, unintended and unexpected event from the standpoint of the **Insured** which takes place in its entirety at a specific time and place and occurs outside of the United States of America, Canada and their respective protectorates and territories.

6.19 Professional liability and errors or omissions

1. directly or indirectly caused by or arising from the rendering of or failure to render professional advice or service by or on behalf the **Insured**.

However, this exclusion does not apply to:

- (a) liability that arises from the rendering of or failure to render medical advice or services by **Medical Persons** employed by the **Insured** to provide first aid and other medical services on the **Insured's** premises;
 - (b) **Personal Injury** or **Damage to Property** where such professional advice or service is given gratuitously; or
 - (c) coverage provided under 'Extension 2 – Product errors or omissions coverage'.
2. in respect of coverage provided under 'Extension 2 – Product errors or omissions coverage', directly or indirectly caused by or arising from:
 - (a) claims made or threatened or in any way intimated against the **Insured** before commencement of the **Period of Insurance**;
 - (b) claims made against the **Insured** after expiry of the **Period of Insurance** even though the facts or circumstances giving rise to the claim may have occurred during the **Period of Insurance**;
 - (c) claims arising from facts or circumstances existing prior to the **Period of Insurance** and which the **Insured** knew or reasonably should have known were likely to give rise to a claim against the **Insured**;
 - (d) claims notified to the **Insurer** after expiry of the **Period of Insurance**; or
 - (e) possible claims notified to the **Insurer** after expiry of the **Period of Insurance**.

6.20 Radioactive contamination

directly or indirectly caused by or arising from:

1. ionising radiation or contamination by radioactivity from any nuclear fuel, weapon or waste from the combustion or fission of nuclear fuel; or
2. the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.

However, this exclusion does not apply to liability arising from radio-isotopes, radium or radium compounds when used away from the place where such are made or produced and when used exclusively incidental to ordinary industrial, educational, medical or research pursuits.

6.21 Sanctions

and the **Insurer** will not provide any cover, pay any claim, make any payment (including any refund), or provide any benefit under this **Policy**, if doing so will contravene or violate any sanction, prohibition, restriction, proscription or prevention under any sanctions, laws or regulations, including but not limited to sanctions, laws or regulations of Australia, New Zealand, the European Union, the United Kingdom or the United States of America or those set out in any United Nations resolutions.

6.22 Terrorism

directly or indirectly caused by or arising from any **Act of Terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the **Personal Injury** or **Damage to Property**.

6.23 War

directly or indirectly caused by or arising from war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to a popular rising, military rising, military or usurped power.

7. Definitions

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

Act of Terrorism means:

an act, including but not limited to the use of force or violence and/or the threat of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government which from its nature or context is done for, or in connection with political, religious, ideological, ethnic or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

Advertising Injury means:

any unintentional:

1. defamation;
2. infringement of copyright or passing off of title or slogan;
3. piracy, unfair competition, idea misappropriation or invasion of rights of privacy;
4. breach of the misleading or deceptive conduct provisions of any consumer protection legislation or similar legislation of any country, state or territory,

committed or alleged to have been committed during the **Period of Insurance** in any advertisement, publicity article, broadcast, telecast or via an internet website, and caused by or arising out of the **Insured's** advertising activities.

Aircraft means:

any craft or machine designed to travel through air, atmosphere or space, other than unmanned inflatable balloons used for advertising or promotional purposes or model aircraft.

Business means:

the business as described in the **Schedule** including the following activities when undertaken in connection with the business:

1. any prior operations or activities which have ceased or have been disposed of where the **Insured** retains a legal liability;
2. the ownership of premises and/or the tenancy thereof by the **Insured**;
3. participation in any exhibition or conference by or on behalf of the **Insured**;
4. the provision and/or management of first aid, medical, ambulance or fire fighting services by or on behalf of the **Insured**;
5. the provision of sponsorships by or on behalf of the **Insured**;
6. private work undertaken by the **Insured's** employees for any of the **Insured's** directors, partners, proprietors, officers or executives; and
7. the provision and/or management of any canteen, social and/or sporting clubs or educational, welfare and/or child care facilities by or on behalf of the **Insured**, which are primarily for the benefit of the **Insured's** employees. With respect to such child care facilities this **Policy** does not apply to **Personal Injury** directly or indirectly caused by, arising from or in connection with actual, threatened or perceived sexual assault, sexual harassment or molestation.

Compensation means:

monies paid or payable by judgment, award or settlement together with any liability on the **Insured's** part to pay legal costs and expenses (other than those referred to in 'Defence costs and supplementary payments') for:

1. **Personal Injury**;
2. **Damage to Property**;
3. **Advertising Injury**; or
4. coverage provided under 'Extension 2 – Product errors or omissions coverage',

in respect of which this insurance applies.

Damage to Property means:

1. physical damage to, destruction of or loss of tangible property including the loss of use thereof at any time resulting therefrom; and/or
2. loss of use of tangible property which has not been physically damaged, destroyed or lost, provided that such loss of use is caused by or arises out of physical damage of other tangible property.

Deductible means:

the amount stated in the **Schedule** payable by the **Insured**.

Employment Practices means:

any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, harassment or discrimination in respect of the **Insured's** employees.

Hovercraft means:

any vessel, craft or machine that travels over land or water supported on a cushion of air made or intended to transport persons or property.

Incidental Contracts means:

1. any written rental, lease or hiring agreement of real or personal property, other than with respect to any term or condition contained in such rental, lease or hiring agreement that requires the **Insured** to insure such property;
2. any written contract with any authority or entity responsible for the supply of electricity, fuel, gas, natural gas, air, water, sewerage reticulation control systems, waste disposal facilities, telephone and communication services or other essential services, except those contracts in connection with work done for such authorities or entities;
3. any written contract with any railway authority for the loading, unloading and/or transport of **Products**, including contracts relating to the operation of railway sidings; and
4. contracts specified in the **Schedule**.

Insured means:

1. the **Named Insured**;
2. the **Subsidiaries**;
3. every past, present or future director, stockholder or shareholder, partner, proprietor, officer, executive, employee or volunteer of the **Named Insured** and its **Subsidiaries**, including the spouse or any family member of any such person while accompanying such person on any commercial trip or function in connection with the **Business**, while such persons are acting for or on behalf of the **Named Insured** and its **Subsidiaries** and/or within the scope of their duties in such capacities;
4. every principal in respect of the principal's liability arising out of:
 - (a) the performance by or on behalf of the **Named Insured** or its **Subsidiaries** of any contract or agreement for the performance of work for such principal, but only to the extent required by such contract or agreement and in any event only for such coverage and **Limit of Liability** as is provided by this **Policy**;
 - (b) any **Products** sold or supplied by the **Named Insured** or its **Subsidiaries**, but only in respect of the **Named Insured's** or its **Subsidiaries** own acts or omissions in connection with such products and in any event only for such coverage and **Limit of Liability** as is provided by this **Policy**;
5. every person, corporation, organisation, joint venture company or partnership, to whom the **Named Insured** or its **Subsidiaries** are obligated by virtue of any contract or agreement to provide insurance such as is afforded by this **Policy**; but only to the extent required by such contract or agreement and in any event only for such coverage and **Limit of Liability** as is provided by this **Policy**;
6. every officer, member, employee or voluntary helper of the **Named Insured's** or its **Subsidiaries'** canteen, social and/or sporting clubs, first aid, medical, ambulance or fire fighting services, charity or welfare work and/or child care facilities, while acting in their respective capacities as such; and
7. any director, partner, proprietor, officer or executive of the **Named Insured** or its **Subsidiaries** in respect of private work undertaken by the **Named Insured's** or its **Subsidiaries'** employees for such person, and any employee whilst actually undertaking such work.

Insurer means:

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

Limit of Liability means:

the limit of liability stated in the **Schedule**.

Medical Persons means:

qualified medical practitioners, dentists, nurses and first aid attendants.

Named Insured means:

the persons, organisations or entities named in the **Schedule**.

Occurrence means:

an event, including continuous or repeated exposure to substantially the same general conditions, which results in **Personal Injury** and/or **Damage to Property** and/or **Advertising Injury** that is neither expected nor intended from the standpoint of the **Insured**.

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

All **Advertising Injury** arising out of the same injurious material or act (regardless of the frequency or repetition thereof, the number and kind of media used, or the number of claimants) shall be deemed to be one **Occurrence**.

Period of Insurance means:

the period stated in the **Schedule** and any extension thereof which may be agreed in writing between the **Insured** and the **Insurer**.

Personal Injury means:

1. bodily injury, death, sickness, disease, illness, disability, shock, fright, mental anguish and/or mental injury, including loss of consortium resulting therefrom;
2. the effects of false arrest, false imprisonment, wrongful detention, wrongful entry or wrongful eviction, malicious prosecution, invasion of the right to private occupation or humiliation;
3. the effects of defamation of character;
4. the effects of assault and battery not committed by or at the direction of the **Insured**, unless committed for the purpose of preventing or eliminating danger to persons or property; and
5. the effects of discrimination as a result of race, religion, sex, marital status, age, intellectual impairment, disability or otherwise (unless insurance thereof is prohibited by law) not committed by or at the direction of the **Insured**, but only with respect to liability other than fines and penalties imposed by law.

Policy means:

the contract of insurance between the **Insurer** and the **Insured** which comprises this policy wording, the **Schedule** issued by the **Insurer** (including any **Schedule** replacement or renewal) and any endorsement or document issued by the **Insurer** varying coverage.

Pollutants means:

any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapours, soot, fumes, acids, alkalis, chemicals and waste material, including materials that are intended to be recycled, reconditioned or reclaimed.

Premium means:

the amount the **Named Insured** pays for this insurance. The **Named Insured's** premium includes any applicable GST, stamp duty, other government charges and levies that apply. It also includes any discounts the **Insurer** has given the **Named Insured**, and these are applied before the addition of any applicable government taxes and charges.

Products means:

anything (after it has ceased to be in the possession or control of the **Insured**) manufactured, constructed, erected, assembled, installed, grown, extracted, produced or processed, treated, altered, modified, repaired, serviced, bottled, labelled, handled, sold, supplied, distributed, imported or exported, by or on behalf of the **Insured**, including any packaging or containers thereof, including the design, formula or specification, directions, markings, instructions, advice or warnings given or omitted to be given in connection with such products and anything which by law the **Insured** is deemed to have manufactured in the course of the **Business** including discontinued products.

Product Recall Expense means:

the costs and expenses incurred by the **Insured** in relation to effecting the recall of a **Product** for:

1. communications to customers and the public, including media announcements;
2. external advice to prepare such communications;
3. transporting any recalled **Product** to a place designated by the **Insured**;
4. the hiring of necessary additional persons to conduct the duties performed by regular employees of the **Insured** who are involved in effecting the recall of a **Product**, and the hiring of necessary additional storage space;
5. additional remuneration paid to employees (other than salaried employees);
6. expenses incurred by employees for transport and accommodation; and
7. disposing of any recalled **Product** that cannot reasonably be reused for the same or alternative purposes.

Schedule means:

the schedule issued by the **Insurer** in connection with this **Policy**.

Subsidiary means:

1. any subsidiary company and any other organisation under the control of the **Named Insured**;
2. any subsidiary and/or controlled corporation which is constituted or acquired by the **Named Insured** during the **Period of Insurance**; and
3. any subsidiary and/or controlled corporation and/or other organisation of the **Named Insured** which is divested during the **Period of Insurance**, but only in respect of claims made against such divested subsidiary or controlled corporation or organisation caused by or arising out of **Occurrences** which occurred prior to the date of divestment.

Territorial Limits means:

1. anywhere in the world except the United States of America, Canada and their respective protectorates and territories;
2. the United States of America, Canada and their respective protectorates and territories if the **Personal Injury** or **Damage to Property** arises from:
 - (a) **Products** exported into such countries;
 - (b) business visits of the **Insured's** directors, partners, officers, executives or employees, who are non-resident in the United States of America, Canada, other than where such persons perform manual work.

Vehicle means:

any type of machine on wheels or caterpillar tracks made or intended to be propelled by other than manual or animal power, which is designed to travel primarily on land. **Vehicle** includes any trailer or other attachment to be utilised in conjunction with or drawn by any such machine.

Watercraft means:

any vessel, craft or machine made or intended to float on or in or travel on or through water other than model boats.

8. Conditions

8.1 Cancellation of policy

In accordance with section 60 of the Insurance Contracts Act 1984 (Cth), in the event of a prescribed failure by the **Insured** to comply with a provision requiring the **Insured's** compliance under section 60, the **Insurer** may be able to cancel the **Policy**.

8.2 Adjustment

If the **Premium** for this **Policy** has been calculated on estimates provided by the **Named Insured** and the **Policy** is identified as subject to adjustment based on a minimum and/or deposit **Premium**:

1. the **Insurer** shall, prior to commencement of the **Period of Insurance**, inform the **Named Insured** of the minimum and/or deposit **Premium**, the method the **Insurer** will use to calculate the **Premium** adjustment, the information the **Insurer** will require for the calculation of the **Premium** adjustment and, optionally, the timeframe within which the **Insurer** will require that information after expiry of the **Period of Insurance** (but not less than thirty days);
2. the **Named Insured** shall within the timeframe specified by the **Insurer** or, if the **Insurer** has not specified a timeframe, a reasonable period after expiry of each **Period of Insurance** (being not less than thirty days) furnish to the **Insurer** the information specified by the **Insurer** for such expired period; and
3. the **Premium** for such period shall be adjusted by the **Insurer** according to the calculation method specified by the **Insurer** and the difference be paid by or refunded to the **Named Insured** subject to any minimum **Premium** applicable. If the adjusted **Premium** is less than the deposit **Premium**, the **Insurer** will refund the difference, less the **Insurer's** minimum **Premium** for the relevant **Period of Insurance** and less any non-refundable government charges. If the adjusted **Premium** is more than the deposit **Premium**, the **Named Insured** will pay the difference to the **Insurer** as soon as reasonably practicable.

The **Named Insured** shall keep an accurate record of the information required by the **Insurer** and shall at all reasonable times allow the **Insurer** to inspect such record.

If this **Policy** is cancelled the adjustment calculation shall only be applied to the pro rata proportion of the **Premium** for the time the **Insurer** was on risk.

8.3 Cancellation

The **Named Insured** may cancel this **Policy** by giving notice in writing to the **Insurer**. If such notice is given, the cancellation will take effect on the day the notice is received by the **Insurer**.

The **Insurer** may cancel this **Policy** in any of the circumstances set out in the Insurance Contracts Act 1984 (Cth), including where:

1. the **Insured** has failed to comply with a provision of the **Policy**;
2. the **Named Insured** has failed to comply with a provision of the **Policy** with respect to payment of premium.

Upon cancellation, the **Insurer** will retain a short period premium calculated at the pro rata proportion of the **Premium** for the time it has been on risk, subject to any minimum and/or deposit **Premium** that may apply, and the **Named Insured** will receive the balance of the premium actually paid (including GST if applicable) less any non-refundable government charges.

When the **Premium** is subject to adjustment in accordance with condition 8.2 'Adjustment', cancellation will not affect the obligation of the **Named Insured** to furnish the **Insurer** with the information specified by the **Insurer** as is necessary to enable the **Premium** adjustment to be calculated and to pay the amount of any adjustment applicable up to the date of cancellation. The **Named Insured** can request that the **Insurer** offset the amount of any refund that is due and payable by the **Insurer** to the **Named Insured**, against any amount the **Named Insured** may owe the **Insurer** due to an adjusted **Premium**.

8.4 Claims conditions

1. In the event of an **Occurrence** or loss or if an **Occurrence** or loss appears reasonably likely to take place the **Insured** must as soon as reasonably practicable take at its own expense all responsible steps to prevent or minimise **Personal Injury, Damage to Property, Advertising Injury** and/or any other loss or expense.
2. Subject to paragraph 3 below for claims made under 'Extension 2 – Product errors or omissions coverage', the **Insured** must give notice in writing to the **Insurer** as soon as reasonably practicable of every **Occurrence** or loss likely to give rise to a claim under this **Policy** and must as soon as reasonably practicable forward to the **Insurer** all documents and information relevant to each such **Occurrence** or loss including but not limited to every demand, writ, summons, proceedings, notice of prosecution, inquest or inquiry and all associated information.
3. 'Extension 2 – Product errors or omissions coverage' is issued on a 'claims made and notified' basis. In the event of a claim under this extension, the notice of claims must comply with the 'Claims made and notified basis of coverage' notice attached to this **Policy**.
4. The **Insured** must not, without the **Insurer's** prior written consent, make any admission, offer, promise or payment in connection with any **Occurrence** or loss.
5. The **Insured** must:
 - (a) take reasonable steps to preserve (and continue preserving) all property, any **Product**, appliance and plant and all other things that the **Insured** knows or suspects is connected with an **Occurrence**, loss or claim, until the **Insurer** has had an opportunity to determine whether such property or things may assist in the investigation or defence of the claim or in the exercise of rights of subrogation, until such property or things are no longer required for that purpose. Provided that if the **Insured's** compliance with this clause would limit the ability to continue operating the **Insured's Business**, the **Insurer** must make the determination as soon as reasonably possible; and
 - (b) so far as may be reasonably practicable, provide the **Insurer** with an opportunity of inspection and obtain the **Insurer's** consent prior to effecting the alteration or repair of any thing connected with an **Occurrence**, loss or claim.
6. A range of different costs, charges, expenses and fees are covered under this **Policy**. Unless otherwise specified, this **Policy** provides cover for the 'reasonable' amount of such cost, charge, expense or fee. This means the **Insurer** will pay the **Insured** an amount that is not excessive and provided reasonable consideration has been given to the courses of action available prior to incurring the amounts in the circumstances. When the **Insured** contacts the **Insurer** to seek the **Insurer's** consent before incurring costs, the **Insurer** will discuss whether the amounts which are to be incurred are reasonable with the **Insured** and if so, provide consent for the costs to be incurred.
7. In respect of any **Occurrence** or loss covered under this **Policy**, the **Insurer** has the right and full discretion, but is not obligated, to assume conduct of the defence or settlement of any suit or claim against the **Insured** seeking **Compensation** or reimbursement of expenses for an **Occurrence** or loss (including in relation to insured, underinsured and uninsured losses) and to bring any cross claim in the name of the **Insured** even if any of the allegations of the suit are groundless, false or fraudulent.

The **Insurer** reserves entirely its rights under this **Policy**, including its right to agree or deny cover while it assesses an **Occurrence**, loss or claim or conducts the defence. The **Insurer's** rights under this **Policy** are not affected if it does not conduct the defence.

The **Insurer** is not obligated to pay any claim or judgment or to defend any suit after the **Insurer's** liability under this **Policy** in respect of the matter has been exhausted.

If the **Insured** disputes the **Insurer's** approach to defending a suit or claim, the **Insured** and **Insurer** shall endeavour to settle this dispute by mediation administered by the Australian Disputes Centre (ADC) before having recourse to arbitration or litigation.

The mediation shall be conducted in accordance with the ADC Guidelines for Commercial Mediation operating at the time the matter is referred to ADC (the Guidelines).

The terms of the Guidelines are hereby deemed incorporated into this agreement.

8. The **Insured** must use all reasonable endeavours to co-operate with the **Insurer** and comply with the terms and conditions of this **Policy**, and assist as reasonably required in enforcing any right to contribution or indemnity from any person, corporation or organisation.

8.5 Cross liability

Each of the parties comprising the **Insured** is considered a separate legal entity and the word **Insured** applies to each party as if a separate policy had been issued to each of the said parties, provided always that:

1. each of such parties shall be separately subject to the terms, conditions, exclusions and definitions of this **Policy**; and
2. nothing contained in this clause will operate to increase the **Insurer's** liability under this **Policy**.

8.6 Currency

All amounts referred to in this **Policy** are in Australian Dollars.

If the **Insured** incurs liability to settle any claim for an amount stated in the local currency of any country or territory outside the Commonwealth of Australia, where an award is made or a settlement is agreed upon, then, the amount payable by the **Insurer** shall be the value of such award or settlement together with costs awarded or payable to any claimant converted to Australian Dollars at the applicable currency rate of exchange on the date on which the payment is made, subject to the **Limit of Liability**.

8.7 Goods and Services Tax

The **Named Insured** must tell the **Insurer** about the input tax credit (ITC) the **Named Insured** is entitled to for the **Named Insured's** premium and the **Named Insured's** claim, each time the **Named Insured** makes a claim. If the **Named Insured** does not give the **Insurer** this information or if the **Named Insured** tells the **Insurer** an incorrect ITC, the **Insurer** will not pay any GST liability the **Named Insured** incur.

The **Insurer's** liability to the **Named Insured** will be calculated taking into account any ITC to which the **Named Insured** is entitled for any acquisition which is relevant to the claim, or to which it would have been entitled had the **Named Insured** made a relevant acquisition.

In respect of the **Named Insured's** policy, where the **Named Insured** is registered for GST purposes the **Named Insured** should calculate the insured amount having regard to the **Named Insured's** entitlement to ITCs. The **Named Insured** should, therefore, consider the net amount (after all ITCs) which is to be insured and determine an insured amount on a GST exclusive basis.

This outline of the effect of the GST on the **Named Insured's** policy is for general information only. The **Named Insured** should not rely on this information without first seeking expert advice on the application of the GST to the **Named Insured's** circumstances.

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

8.8 Inspection and Audit

The **Insurer** shall be permitted but not obliged to inspect the **Insured's** property and operations at any reasonable time after giving reasonable notice in writing to the **Insured**. Neither the **Insurer's** right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the **Insured** or others, to determine or warrant that such property or operations are safe.

The **Insurer** may after giving reasonable notice in writing to the **Insured** examine and audit the **Insured's** books and records at any reasonable time during the **Period of Insurance** and extensions thereof and within six years after the final termination of this **Policy**, as far as they relate to the subject matter of this insurance.

8.9 Law and jurisdiction

Should any dispute arise concerning this **Policy**, the dispute will be determined in accordance with the law of the applicable State or Territory of Australia. In relation to any such dispute the parties agree to submit to the jurisdiction of any competent court in a State or Territory of Australia.

8.10 Material facts

The **Named Insured** must notify the **Insurer** as soon as reasonably practicable of any change to the **Insured's Business** that would change the nature of the risk covered by this **Policy**. These changes include, but are not limited to:

1. a change to the nature of the activities carried out by the **Insured's Business**;
2. the **Insured** changing the locations from which it conducts the **Business**;
3. the **Insured** building a new manufacturing facility;
4. the **Insured** commencing the manufacture, sale, supply or import of a new **Product**;
5. the **Insured** commencing the export of a **Product** to a country to which the **Product** has not previously been exported;
6. the **Named Insured** being acquired by another entity; and
7. the **Insured** losing or having conditions imposed upon any licence or authority required by the **Insured** to operate their **Business**.

Following notification of the change to the **Insured's Business**, the **Insurer** will advise the **Named Insured** as to whether it is willing to provide additional cover or continue offering cover, and if so, on what terms (for example, any endorsements or additional excess) and for what additional **Premium** (if any). This will be based on the **Insurer's** risk appetite and underwriting guidelines.

If the change to the **Insured's Business** means that the risk is no longer acceptable under the **Insurer's** risk appetite or underwriting guidelines, the **Insurer** may cancel the **Policy**.

Any offer by the **Insurer** to cover the changes to the **Insured's Business** is not effective until the **Insurer** receives the **Named Insured's** written acceptance of the **Insurer's** offer. Until that time, the changes to the **Insured's Business** are not covered.

The **Named Insured** is entitled to cancel the **Policy** at any time, including where the **Insurer** does not offer to cover the changes to the **Insured's Business**, or the **Named Insured** does not accept the **Insurer's** offer to cover the changes to the **Insured's Business**.

If a **Claim** arises from the changes to the **Insured's Business** which are not yet covered or the **Insurer** does not agree to provide cover, the **Insurer** may reduce or refuse to pay such **Claim** to the extent it arises from the change in risk.

Where the **Insured** notifies the **Insurer** or fails to notify the **Insurer** of a change in the **Insured's** circumstances in accordance with this clause, in accordance with the Insurance Contracts Act 1984 (Cth), the **Insurer** may:

- (a) refuse to pay a claim, but only to the extent that such change in circumstances or failure to notify the **Insurer** caused or contributed to the loss which gives rise to the claim; or
- (b) reduce the payment of a claim, but only by an amount that fairly represents the extent to which the **Insurer's** interests are prejudiced by the change in circumstances or failure to notify the **Insurer**.

It may also lead the **Insurer** to cancel the **Policy**.

8.11 Reasonable care

The **Insured** shall take all reasonable measures and care to:

1. maintain premises and plant in reasonable condition having regard to the standards of a prudent operator of a business of the nature of the **Insured's Business**;
2. ensure all employees have appropriate training applicable to their roles;
3. comply with all applicable statutory obligations, by-laws or regulations imposed by any public authority for the safety of persons or property;
4. prevent **Personal Injury** and/or **Damage to Property** and/or **Advertising Injury** and/or any other loss, damage or expense; and
5. prevent the manufacture, sale or supply of defective **Products**.

8.12 Subrogation rights

In the event of any payment under this **Policy**, the **Insurer** will be subrogated to all the **Insured's** rights of recovery against any person or organisation and the **Insured** shall take reasonable steps to execute and deliver any appropriate instruments and papers and do whatever else is necessary to secure such rights. Any amount so recovered shall be applied in accordance with the provisions of section 67 of the Insurance Contracts Act 1984 (Cth).

The **Insurer** agrees to waive all rights of subrogation under this **Policy** against each of the parties described as an **Insured**. However, where an **Insured** is protected from liability insured under this **Policy** by any other policy of insurance or indemnity our subrogation right is not waived to the extent and up to the amount of cover provided by such other policy of insurance or indemnity.

8.13 Endorsements

An endorsement does not affect or increase the **Limit of Liability** or any other term of this **Policy**, except to the extent specifically provided in the endorsement. For the avoidance of doubt, each endorsement is otherwise subject to the all the terms, conditions, exclusions, definitions and **Limits of Liability** of this **Policy**.

8.14 Payment of premium

The **Named Insured** must pay the **Premium** specified in the **Schedule** for the **Period of Insurance** to the **Insurer** by the due date. If the **Named Insured** does not pay the **Premium** by the due date, the **Insurer** is entitled to cancel this **Policy** in accordance with the Insurance Contracts Act 1984 (Cth).

8.15 Other insurance

In the event of any claim being made under this **Policy**, the **Insured** must notify and give details of to the **Insurer** of any other insurance policy or policies insuring the same risk insured under this **Policy**.

Notices

These notices do not form part of the policy.

1. 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, 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; or
- ▼ is common knowledge; or
- ▼ 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.

2. Claims made and notified basis of coverage and retroactive date

'Extension 2 – Product errors or omissions coverage' is issued on a 'claims made and notified' basis. This means that this extension covers claims:

- (a) first made against you during the period of insurance; and
- (b) that you tell us about during the period of insurance.

Pursuant to section 54 of the Insurance Contracts Act 1984 (Cth), if you tell us about claims first made against you during the period of insurance after the period of insurance expires, we may be able to reduce our liability by an amount that fairly represents the extent to which our interests were prejudiced as a result of your delay in notifying us of the claim.

Written notification of facts pursuant to section 40(3) of the Insurance Contracts Act 1984 (Cth): If during the policy period, you learn about facts that might lead to a claim and you tell us in writing about these facts as soon as reasonably practicable after you become aware of the facts but before the end of the period of insurance, we will treat any subsequent claim arising from those facts as though it was made against you during the period of insurance.

The policy doesn't cover claims or potential claims that you knew about prior to the policy period which would have put a reasonable person in your position on notice that a claim may be made against you.

If a retroactive date is applied or shown on the policy schedule, the policy doesn't cover claims resulting from an act or failure to do something before that date.

3. Average provision

If the limit of liability available under your policy is not enough to cover the full amount of a claim, the total amount payable by the insurer for 'Defence costs and supplementary payments' will be reduced by an equal proportion as the limit of liability bears to the amount paid to dispose of the claim. For example, if the limit of liability is \$10,000,000, the total claim is \$12,500,000 and 'Defence costs and supplementary payments' are \$100,000, then the insurer is only liable to pay \$80,000 for 'Defence costs and supplementary payments'.

4. Privacy statement

AAI Limited trading as Vero Insurance is the insurer and issuer of your commercial insurance product, and is a member of the Suncorp Group, which we'll refer to simply 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 (Cth), Personal Property Securities Act 2009 (Cth), Corporations Act 2001 (Cth), Autonomous Sanctions Act 2011 (Cth), Income Tax Assessment Act 1997 (Cth), Income Tax Assessment Act 1936 (Cth), Taxation Administration Act 1953 (Cth), A New Tax System (Goods and Services Tax) Act 1999 (Cth) and the Australian Securities and Investments Commission Act 2001 (Cth), as those laws are amended and includes 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 Australian Financial Complaints Authority 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, eg 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/privacy, or you can call 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 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**.

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/privacy.
- ▼ Speak to us directly by phoning us on 1300 888 073; or
- ▼ Email us at privacyaccessrequests@vero.com.au

5. General Insurance Code of Practice

We support the General Insurance Code of Practice (the Code). 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

6. Our complaints handling procedures

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.

How to contact us with a complaint

Let us know

If you experience a problem, are not satisfied with our products or services or a decision we have made, let us know so that we can help.

Contact us:

- ▼ By phone: 1300 888 073
- ▼ By email: claims@vero.com.au

Complaints can usually be resolved on the spot or within 5 business days.

Review by our Customer Relations Team

If we are not able to resolve your complaint or you would prefer not to contact the people who provided your initial service, our Customer Relations team can assist:

- ▼ By phone: 1300 264 470
- ▼ By email: idr@vero.com.au
- ▼ In writing: Vero Customer Relations Team, PO Box 14180, Melbourne City Mail Centre VIC 8001

Customer Relations will contact you if they require additional information or they have reached a decision.

When responding to your complaint you will be informed of the progress of and the timeframe for responding to your complaint.

Seek review by an external service

We expect our procedures will deal fairly and promptly with your complaint. However, if you remain dissatisfied, there are external dispute remedies such as mediation, arbitration or legal action you may pursue.

