

Vero General and Products Liability Insurance Policy

Corporate liability solutions



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Vero General and Products Liability Insurance Policy

1. Definitions – Words with special meaning	1
2. Insuring clauses	4
2.1 What we cover	4
2.2 Defence costs and supplementary payments	4
2.3 Limits of liability and excess	5
2.4 Additional benefit – claims preparation costs	5
2.5 Optional additional benefit – Products exported to North America with your knowledge (applicable only where this additional benefit is confirmed in the schedule)	5
3. What we exclude	6
3.1 Advertising injury	6
3.2 Aircraft, hovercraft or watercraft	6
3.3 Aircraft products	6
3.4 Asbestos	6
3.5 Breach of professional duty	6
3.6 Contractual liability	6
3.7 Cyber, privacy breach and confidential or personal information breach	7
3.8 Damage to products	7
3.9 Defamation	7
3.10 Employers liability	8
3.11 Faulty workmanship	8
3.12 Fines, penalties, punitive, exemplary or aggravated damages	8
3.13 Liquidated damages	8
3.14 Loss of use	8
3.15 Pollution	8
3.16 Property in your care, custody or control	8
3.17 Property owned by you	9
3.18 Property worked on by you	9
3.19 Product guarantee	9
3.20 Product recall	9
3.21 Radioactivity	9
3.22 Sanctions	9
3.23 Terrorism	9
3.24 Vehicles	9
3.25 War	10
4. Claims conditions	10
4.1 Notification of occurrence, claim or suit	10
4.2 Your duties in the event of an occurrence, claim or suit	10
4.3 Our rights regarding claims	10
4.4 Where you dispute the approach to defending claims	11
4.5 Goods and services tax	11
5. General conditions	11
5.1 Adjustment of premium	11
5.2 Alteration of risk	12

5.3	Bankruptcy or insolvency	12
5.4	Breach of condition or warranty	12
5.5	Cancellation of this policy	12
5.6	Cross liabilities	13
5.7	Inspection and audit	13
5.8	Jurisdiction	13
5.9	Payment of premium	13
5.10	Premium funders	13
5.11	Reasonable care and precautions	13
5.12	Release	14
5.13	Non-imputation	14
5.14	Foreign currency	14
5.15	Subrogation and allocation of the proceeds of recoveries	14
5.16	Subrogation waiver	14
5.17	Interpretation	14
	Important information	15

1. Definitions – Words with special meaning

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 injury arising out of:

- (a) defamation; or
- (b) any breach of the misleading or deceptive conduct provisions of the Competition and Consumer Act 2010 (Cth) or any Fair Trading or similar legislation of any country, state or territory; or
- (c) any infringement of copyright or passing off of title or slogan; or
- (d) unfair competition, piracy, misappropriation of advertising ideas or style of doing business; or
- (e) 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 activities.

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

“Business” means the business as described in the Schedule and/or as further described in any more specific underwriting information provided to Us, at the time when this insurance was proposed to Us or at the time of any renewal of this Policy, and shall also include the following activities when undertaken in connection with the business:

- (a) any prior operations or activities which have ceased or have been disposed of but for which You may retain a legal liability.
- (b) the ownership of premises and/or the tenancy thereof by You.
- (c) participation in any exhibition by You or on Your behalf.
- (d) the hire or loan of plant and/or equipment to other parties.
- (e) conducted tours of Your premises.
- (f) the provision of any sponsorships, charities, galas, first aid, medical, ambulance or fire fighting services by You or on Your behalf.
- (g) private work undertaken by Your employees for any of Your directors, partners, proprietors, officers or executives.
- (h) the provision and/or management of any canteen, social and/or sporting clubs or educational, welfare and/or child care facilities by You or on Your behalf, which are primarily for the benefit of Your employees.

“Compensation” means monies paid or agreed to be paid by judgment, award or settlement in respect of Personal Injury and/or Property Damage and/or Advertising Injury.

Provided that such Compensation is only payable in respect of an Occurrence to which this insurance applies.

“Employment Practices” means any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, harassment or discrimination in respect of Your employees.

“Excess” means the amount of each claim or series of claims arising out of any one Occurrence and/or claim in respect of Defence Costs and Supplementary Payments for which You are responsible. Provided that the Excess shall only apply once to an Occurrence or any claims arising from that Occurrence. The Excess is payable by You at such time as reasonably required by Us.

The Excess applicable to this insurance appears in the Schedule.

“General Liability” means your legal liability in respect of Personal Injury and/or Property Damage and/or Advertising Injury happening in connection with the Business and caused by or arising out of an Occurrence other than Products Liability.

“Geographical Limits” means:

- (a) anywhere in the World except North America.
- (b) North America, but only with respect to:
 - (i) overseas business visits by any of Your directors, partners, officers, executives or employees, who are non-resident in North America, but not where they perform manual work in North America.
 - (ii) Products exported to North America without Your knowledge.

“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:

- (a) any written rental and/or lease and/or hiring agreement of real and/or personal property, other than with respect to any term or condition contained in such rental, lease and/or hiring agreement that requires You to insure such property.
- (b) any written contract with any authority or entity responsible for the supply of electricity, fuel, gas, natural gas, air, steam, water, sewerage reticulation control systems, waste disposal facilities, telephone and communication services or other essential services, except those contracts in connection with work done for such authorities or entities.
- (c) 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.
- (d) those contracts designated in the Schedule.

“Medical Persons” includes but is not limited to medical practitioners, medical nurses, dentists and first aid attendants.

“Named Insured” means the person(s) and/or entities specified in the Schedule.

“North America” means:

- (a) the United States of America and the Dominion of Canada;
- (b) any state, territory or protectorate incorporated in, or administered by, the United States of America or the Dominion of Canada; and
- (c) any country or territory subject to the laws of the United States of America or the Dominion of Canada.

“Occurrence” means an event, including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury and/or Property Damage and/or Advertising Injury that is neither expected nor intended (except for the matters set out in (f) of the definition of Personal Injury) from Your standpoint.

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

All Advertising 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 of Insurance specified in the Schedule and any extension thereof which may be agreed in writing between You and Us.

“Personal Injury” means:

- (a) bodily injury, death, sickness, disease, illness, disability, shock, fright, mental anguish and/or mental injury, including loss of consortium or services resulting therefrom;
- (b) false arrest, false imprisonment, wrongful detention, malicious prosecution or humiliation;
- (c) wrongful entry or wrongful eviction;
- (d) defamation or invasion of privacy, unless arising out of Advertising Injury;
- (e) 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 You or at Your direction, but only with respect to liability other than fines and penalties imposed by law;
- (f) 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.

In the event of Personal Injury claims arising from latent injury, latent sickness, latent disease, latent illness or latent disability: such injury, sickness, disease, illness or disability in respect of each claim shall be deemed to have occurred on the day such injury, sickness, disease, illness or disability was first medically diagnosed.

“Policy” means:

This General and Products Liability policy wording, the Schedule and any endorsements.

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

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

Provided always that for the purpose of this insurance the term “Products” will exclude:

- (a) food and beverages supplied by You or on Your behalf primarily to Your employees as a staff benefit,

(b) any vending machine or any other property rented to or located for use of others but not sold by You, and any claims made against You in respect of Personal Injury and/or Property Damage arising out of any Occurrence in connection with (a) and (b) above shall be regarded as General Liability claims under this Policy.

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

"Property Damage" means:

- (a) physical loss, destruction of or damage to tangible property, including the loss of use thereof at any time resulting therefrom; and/or
- (b) loss of use of tangible property which has not been physically lost, destroyed or damaged; provided that such loss of use is caused by or arises out of an Occurrence.

"Subsidiary" means:

- (a) all existing subsidiary and/or controlled corporations (including subsidiaries thereof) of the Named Insured incorporated in the Commonwealth of Australia and/or any other entities under the control of the Named Insured.
- (b) all subsidiary and/or controlled corporations (including subsidiaries thereof) of the Named Insured and/or any other entities under the control of the Named Insured incorporated in the Commonwealth of Australia and which are established or acquired by the Named Insured during the Period of Insurance.
- (c) every subsidiary and/or controlled entity 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 entity caused by or arising out of Occurrences insured against by this Policy, which occurred prior to the date of divestment.

"the Schedule" means the most current schedule issued by Us in connection with this Policy.

"Tool of Trade" means a Vehicle that has tools, implements, machinery or plant attached to or towed by the Vehicle and is being used by You at Your premises or on any Worksite. Tool of Trade does not include any Vehicle whilst travelling to or from a Worksite or Vehicles that are used to carry goods to or from any premises.

"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.

"We, Us, Our, Ourselves" means AAI Limited ABN 48 005 297 807 trading as Vero Insurance.

"Worksite" means any premises or site where any work is performed for and/or in connection with the Business together with all areas surrounding such premises or site and/or all areas in between such premises or site that You shall use in connection with such work.

"You, Your, Insured"

Each of the following is an Insured to the extent specified below:

- (a) the Named Insured.
- (b) the Subsidiaries.
- (c) 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.
- (d) any employee superannuation fund or pension scheme managed by or on behalf of the Named Insured or its Subsidiaries, and the trustees and the directors of the trustee of any such employee superannuation fund or pension scheme which is not administered by corporate fund managers.
- (e) every principal in respect of the principal's liability arising out of:
 - (i) 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 Limits of Liability as are provided by this Policy.
 - (ii) 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 Limits of Liability as are provided by this Policy.
- (f) every person, entity, trustee or estate to whom or to which the Named Insured or its Subsidiaries are obligated by reason of any law, agreement or permit (whether written or implied) to provide insurance such as is afforded by this Policy, but only to the extent required by such law, agreement or permit and in any event only for such coverage and Limits of Liability as are provided by this Policy.

- (g) 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, charities, educational, welfare and/or child care facilities, while acting in their respective capacities as such.
- (h) 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.
- (i) the estates, legal representatives, heirs or assigns of:
 - (i) any deceased or insolvent persons; or
 - (ii) persons who are unable to manage their own affairs by reason of mental disorder or incapacity, who would otherwise be indemnified by this Policy, but only in respect of liability incurred by such persons as described in (i) and (ii) above.
- (j) every party including joint venture companies and partnerships 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 Limits of Liability as are provided by this Policy.

2. Insuring clauses

In consideration of payment of the premium and in reliance upon the statements made by the Named Insured, We agree to provide insurance on the terms, conditions, exclusions and definitions of this Policy.

2.1 What we cover

We agree (subject to the terms, Claims Conditions, General Conditions, Exclusions, Definitions and Limits of Liability incorporated herein) to pay to You or on Your behalf all amounts which You shall become legally liable to pay as Compensation in respect of:

- (a) Personal Injury; and/or
- (b) Property Damage; and/or
- (c) Advertising Injury,

happening during the Period of Insurance within the Geographical Limits, in connection with the Business or Your Products and/or work performed by You or on Your behalf and caused by or arising out of an Occurrence.

2.2 Defence costs and supplementary payments

We will pay the following in connection with a claim for which indemnity is provided by this Policy:

- (a) all reasonable charges, expenses and legal costs incurred by Us and/or by You at Our written request or with Our prior written consent (which consent shall not be unreasonably withheld):
 - (i) in investigating, defending or settling any claim or suit against You, even if such claim or suit is groundless, false or fraudulent. This includes loss of salary or wages (but not other income) because of Your attendance at hearings or trials at Our request; or
 - (ii) in bringing or defending appeals in connection with such claim or suit.
- (b) all:
 - (i) charges, expenses and legal costs recoverable from or awarded against You in any such claim or suit; and
 - (ii) pre-judgment interest awarded against You on that part of the judgment payable by Us; and
 - (iii) all interest accruing on Our portion of any judgment until We have paid, tendered or deposited in court that part of such judgment which does not exceed the Limit of Liability.
- (c) premiums on:
 - (i) bonds to release attachments for amounts not exceeding the applicable Limit of Liability of this Policy but We shall have no obligation to apply for or furnish any such bond.
 - (ii) appeal bonds and/or security for costs required in any suit but We shall have no obligation to apply for or furnish any such bonds and/or security for costs.
- (d) reasonable expenses incurred by You for:
 - (i) rendering first aid and/or surgical and/or medical and/or therapeutic relief to others at the time of any Personal Injury (other than the payment of any medical expenses, which We are prevented from paying by any law).
 - (ii) temporary protection of damaged or undamaged property of any person or party, including temporary repairs, shoring up and/or unpinning thereof.
 - (iii) purchasing and/or hiring and/or erection and dismantling of hoarding, barriers, fences and any other form of temporary protection, including such protection which You must provide in compliance with the requirements of any government, local government or other statutory authority.

- (e) all reasonable legal costs incurred by You with Our prior written consent (which consent shall not be unreasonably withheld) for representation of You at:
- (i) any Coronial Inquest or Inquiry.
 - (ii) any proceedings in any court or tribunal in connection with liability insured against by this Policy.
 - (iii) any Royal Commission or Government Enquiry arising out of any alleged breach of statutory duty, or other similar judicial enquiry into circumstances relating to any Occurrence, claim or potential claim which would be the subject of indemnity under this insurance.
 - (iv) any enquiry, prosecution or hearing of a disciplinary nature held before a legally constituted enquiry board, committee, licensing authority or the like.

Provided that Our liability under clauses 2.2 (e) (iii) and (iv) shall not exceed \$250,000 in respect of any one claim or series of claims arising out of any one Occurrence.

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

However, in respect of any claims or suits originating in any court in North America, the applicable Limit of Liability shown in the Schedule shall be inclusive of all Defence Costs and Supplementary Payments.

Where We are prevented by law or otherwise from making payments on Your behalf, We will indemnify You for legal liability incurred to the extent that such liability is covered by this Policy.

In jurisdictions where We may not legally be permitted to, or cannot for any other reason, defend any claim or suit against You, We will reimburse You for the expense of such defence incurred with Our written consent (which consent shall not be unreasonably withheld).

2.3 Limits of liability and excess

Subject to clause 2.2 above and clauses 2.4 and 3.16 (e) below:

- (a) The General/Public Liability Limit of Liability specified in the Schedule represents the maximum amount which We shall be liable to pay in respect of any one claim or series of claims for General Liability arising out of any one Occurrence.
- (b) The Products Liability Limit of Liability specified in the Schedule represents the maximum amount which We shall be liable to pay in respect of any one claim or series of claims, and in the aggregate during any one Period of Insurance, for Products Liability.

The applicable Limit of Liability will not be reduced by the amount of any Excess payable by You.

2.4 Additional benefit – claims preparation costs

In addition to the amount of cover provided by this Policy, We will pay up to **\$25,000** in respect of each claim or series of claims arising out of any one Occurrence for reasonable professional fees and such other expenses incurred by You for the preparation of a claim under this Policy.

The cover provided under this Additional Benefit operates in addition to and shall not in any way affect the cover provided under clause 2.2 of this Policy.

2.5 Optional additional benefit – Products exported to North America with your knowledge (applicable only where this additional benefit is confirmed in the schedule)

The cover provided by this Policy is extended to include any judgment, award or settlement made within North America or any order made anywhere in the world to enforce such judgment, award or settlement either in whole or in part, subject to the following additional terms and exclusions in respect of any such judgment, award or settlement:

- (a) cover only applies to Your legal liability in respect of Personal Injury and/or Property Damage that arises out of any Products exported to North America with Your knowledge.
- (b) cover is not provided for:
 - (i) Personal injury and/or Property Damage directly or indirectly caused by or arising out of the discharge, dispersal, emission, release or escape of Pollutants.
 - (ii) the cost of removing, nullifying or clean up of Pollutants.
 - (iii) the cost of preventing the escape of Pollutants.
 - (iv) any claim for Compensation if in North America You have:
 - ▼ any assets other than Products;
 - ▼ a related or subsidiary company;
 - ▼ any person or entity with power of attorney; and/or
 - ▼ any franchisor or franchisee.

3. What we exclude

We do not cover any liability:

3.1 Advertising injury

for Advertising Injury:

- (a) resulting from statements made at Your direction with knowledge that such statements are false.
- (b) resulting from failure of performance of contract but this exclusion shall not apply to claims for unauthorised appropriation of advertising ideas contrary to an implied contract.
- (c) resulting from any incorrect description of Products or services.
- (d) resulting from any mistake in advertised price of Products or services.
- (e) arising out of the failure of Your Products or services to conform with advertised performance, quality, fitness or durability.
- (f) incurred by any Insured whose principal occupation or business is advertising, broadcasting, publishing or telecasting.

3.2 Aircraft, hovercraft or watercraft

for Personal Injury and/or Property Damage directly or indirectly caused by or arising from:

- (a) the ownership, maintenance, operation or use by You of any Aircraft.
- (b) the ownership, operation or use by You of any Watercraft or Hovercraft exceeding ten (10) metres in length, whilst such Watercraft or Hovercraft is on, in or under water.

Provided that (b) above shall not apply with regard to claims arising out of:

- (i) Watercraft used in operations carried out by any independent contractors for whose conduct You may be held liable.
- (ii) Hovercraft owned and operated by others and used by You for business entertainment.
- (iii) Watercraft owned by others and used by You for business entertainment.
- (iv) hand propelled or sailing craft exceeding ten (10) metres in length, whilst such craft is in territorial waters.

3.3 Aircraft products

directly or indirectly caused by or arising out of Your Products that are Aircraft or Aircraft component parts used for maintaining an Aircraft in flight or moving upon the ground or used in the construction of an Aircraft hull or machinery which to Your knowledge are incorporated in an Aircraft.

3.4 Asbestos

directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

3.5 Breach of professional duty

directly or indirectly caused by or arising from any breach of duty owed in a professional capacity by You and/or any person(s) for whose breaches You may be held legally liable, but this exclusion shall not apply to claims:

- (a) arising from the rendering of or failure to render professional medical advice by Medical Persons employed by You to provide first aid and other medical services on Your premises.
- (b) arising from advice or service which is not given for a fee.
- (c) arising from advice given in respect of the use or storage of Your Products.

3.6 Contractual liability

which has been assumed under any contract or agreement that requires the Named Insured or Subsidiaries to:

- (a) effect insurance over property, either real or personal.
- (b) assume liability for, Personal Injury and/or Property Damage regardless of fault. Provided that this exclusion shall not apply with regard to:
 - (i) liabilities which would have been implied by law in the absence of such contract or agreement; or
 - (ii) liabilities assumed under Incidental Contracts; or
 - (iii) liabilities assumed under a contract that is a Standard Form Contract and:
 1. You have:
 - 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

2. such contract is for the supply of goods or services or sale or grant of an interest in land; and
3. 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 to the Competition and Consumer Act 2010 (Cth)).

For the purpose of this exclusion 3.6 (b) (iii) a 'Standard Form Contract' has the meaning given in section 27 of Schedule 2 the Competition and Consumer Act 2010 (Cth).

(iv) terms regarding merchantability, quality, fitness or care of Your Products which are implied by law or statute; or

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

3.7 Cyber, privacy breach and confidential or personal information breach

directly or indirectly arising out of or in connection with:

(a) any access to or disclosure of any Private and Confidential Information or Personal Information;

(b) (i) total or partial destruction, distortion, erasure, corruption, theft, misappropriation, misuse or alteration of Data;

(ii) total or partial inability or failure to receive, send, access, manipulate or use Data for any time or at all; or

(iii) any Loss of Use, reduction in functionality, restriction of access or inability to manipulate, repair, replacement, restoration or reproduction of any Data; or

(c) any corruption, Loss of Use or misuse of or inability to access, process, use or operate any Computer System.

This exclusion shall not apply to:

1. Property Damage, Bodily Injury or Advertising Injury arising out of the circumstances described in sub-paragraphs (a), (b) or (c) above; or

2. mental anguish, mental injury, shock, fright or loss of consortium arising out of the circumstances described in sub-paragraph (c) above. For 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 (a) and (b) above.

Definitions

For the purpose of this Exclusion only, the following Definitions apply:

"Bodily Injury" means death, sickness or disease sustained by any 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.

"Property Damage" 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.

3.8 Damage to products

for Property Damage to any Products where such damage is directly caused by a fault or defect in such Products; but this exclusion shall be interpreted to apply with respect to damage to that part and only that part of such product to which the damage is directly attributable.

3.9 Defamation

for defamation:

(a) directly or indirectly caused by or arising from statements made prior to the commencement of the Period of Insurance.

- (b) directly or indirectly caused by or arising from statements made at Your direction with knowledge that such statements are false.
- (c) incurred by any Insured whose principal occupation or business is advertising, broadcasting, publishing or telecasting.

3.10 Employers liability

- (a) for bodily injury to any Worker in respect of which You are or would be entitled to indemnity under any policy of insurance, fund, scheme or self insurance pursuant to or required by any legislation relating to workers' compensation or accident compensation whether or not such policy, fund, scheme or self insurance has been effected.

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

- (b) imposed by:

- (i) the provisions of any industrial award or agreement or determination or any contract of employment or workplace agreement where such liability would not have been imposed in the absence of such industrial award or agreement or determination or contract of employment or workplace agreement.

- (ii) any law relating to Employment Practices.

Notwithstanding Exclusion 3.6 'Contractual Liability', Exclusions 3.10 (a) and (b) shall not apply with respect to liability of others assumed by the Named Insured or Subsidiaries under a written contract or agreement.

For the purpose of Exclusions 3.10 (a) and (b):

- (a) the term 'Worker' means any person deemed to be employed by You pursuant to any workers' compensation law. Voluntary workers, secondees and work experience students (if any) shall not be deemed to be Your Workers.
- (b) the term 'Bodily Injury' means bodily injury, death, sickness, disease, illness, disability, shock, fright, mental anguish and/or mental injury, including loss of consortium or services resulting therefrom.

3.11 Faulty workmanship

for the cost of performing, completing, correcting or improving any work undertaken by You.

3.12 Fines, penalties, punitive, exemplary or aggravated damages

for any fines, penalties, punitive, exemplary or aggravated damages.

3.13 Liquidated damages

arising out of liquidated damages clauses, penalty clauses or performance warranties except to the extent that such liability would have attached in the absence of such clauses or warranties.

3.14 Loss of use

for loss of use of tangible property, which has not been physically lost, destroyed or damaged, directly arising out of:

- (a) a delay in or lack of performance by You or on Your behalf of any contract or agreement; or
- (b) failure of any Products or work performed by You or on Your behalf to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by You; but this Exclusion 3.14 (b) shall not apply to Your liability for loss of use of other tangible property resulting from sudden and accidental physical loss, destruction of or damage to any Products or work performed by You or on Your behalf after such products or work have been put to use by any person or organisation other than You.

3.15 Pollution

- (a) for Personal Injury and/or Property Damage directly or indirectly caused by or arising out of the discharge, dispersal, release, seepage, migration or escape of Pollutants into or upon land, the atmosphere or any water course or body of water.

- (b) for any costs and expenses incurred in preventing the discharge, dispersal, release, seepage, migration or escape of, or, testing and monitoring for, containing, removing, nullifying, or cleaning up of, Pollutants.

Provided that, with respect to any such liability which may be incurred anywhere other than North America, Exclusions 3.15 (a) and (b) shall not apply where such discharge, dispersal, release, seepage, migration or escape is caused by a sudden, identifiable, unintended and unexpected event from Your standpoint which takes place in its entirety at a specific time and place.

3.16 Property in your care, custody or control

for Property Damage to property in Your physical or legal care, custody or control; but this Exclusion 3.16 shall not apply with regard to:

- (a) the personal property, tools and effects of any of Your directors, partners, proprietors, officers, executives or employees, or the clothing and personal effects of any of Your visitors.
- (b) premises or part(s) of premises (including their contents) leased or rented to, or temporarily occupied by, You for the purpose of the Business, but no cover is provided by this Policy if You have assumed the responsibility to insure such premises.

- (c) (i) premises (and/or their contents) temporarily occupied by You for the purpose of carrying out work in connection with the Business; or
 - (ii) any other property temporarily in Your possession for the purpose of being worked upon.
- (d) any Vehicle (including its contents, spare parts and accessories while they are in or on such Vehicle) not belonging to or used by You, whilst any such Vehicle is in a car park owned or operated by You; provided that You do not operate the car park for reward, as a principal part of Your business.
- (e) notwithstanding Exclusion 3.6 'Contractual Liability', any property (except property that You own) not mentioned in Exclusions 3.16 (a) to 3.16 (d) above whilst in Your physical or legal care, custody or control whether or not You have accepted or assumed legal liability for such property. Provided that Our liability under this Exclusion 3.16 (e) shall not exceed:
 - (i) the amount specified in the Schedule; or
 - (ii) if no amount is specified in the Schedule, \$500,000,
 in respect of any one claim or series of claims arising out of any one Occurrence.

3.17 Property owned by you

for Property Damage to property owned by You.

3.18 Property worked on by you

for Property Damage to that part of any property upon which You are or have been working if the damage arises solely out of such work.

3.19 Product guarantee

for any Products warranty or guarantee given by You or on Your behalf, but this Exclusion 3.19 shall not apply to the requirements of any Federal or State legislation as to product safety and information.

3.20 Product recall

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

3.21 Radioactivity

directly or indirectly caused by, contributed to by or arising directly or indirectly from, in connection with or in respect of:

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion only "combustion" shall include any self-sustaining process of nuclear fission.
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Provided that this Exclusion 3.21 shall not apply to liability arising from radio-isotopes, radium or radium compounds when used away from the place where such are made or produced and when used exclusively incidental to ordinary industrial, educational, medical or research pursuits.

3.22 Sanctions

and We 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.

3.23 Terrorism

for loss, damage, liability, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss, damage, liability, cost or expense.

Provided that this, Exclusion 3.23 also excludes loss, damage, liability, cost or expense of any nature directly or indirectly caused by, resulting from, contributed to by, or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

3.24 Vehicles

for Personal Injury and/or Property Damage directly or indirectly caused by or arising from the ownership, possession or use by You of any Vehicle:

- (a) which is registered or which is required under any legislation to be registered; or
- (b) in respect of which compulsory liability insurance or statutory indemnity is required by virtue of legislation (whether or not that insurance is effected),

but Exclusions 3.24 (a) and (b) shall not apply to:

- (c) Personal Injury where:
 - (i) that compulsory liability insurance or statutory indemnity does not provide indemnity; and
 - (ii) the reason or reasons why that compulsory liability insurance or statutory indemnity does not provide indemnity do not involve a breach by You of legislation relating to Vehicles.
- (d) any Vehicle (including any tool, implement, machinery or plant forming part of or attached to or used in connection with such vehicle) whilst being operated or used by You or on Your behalf as a Tool of Trade at Your premises or on any Worksite.
- (e) the delivery or collection of goods to or from any Vehicle.
- (f) the loading or unloading of any Vehicle.
- (g) any Vehicle temporarily in Your custody or control for the purpose of parking.
- (h) Property Damage caused by or arising out of the movement of any Vehicle (which is required to be conditionally registered in accordance with the law of any State or Territory in Australia) in the event of Your inadvertent and unintentional failure to effect conditional registration.

3.25 War

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

4. Claims conditions

4.1 Notification of occurrence, claim or suit

You shall give:

- (a) written notice to Us, as soon as reasonably practicable, of any claim made against You or any Occurrence that may give rise to a claim being made against You and which is covered by this Policy.
- (b) all such additional information that We may reasonably require and every demand, writ, summons, proceedings, impending prosecution or inquest and all documents relating to the claim or Occurrence shall be forwarded to Us as soon as reasonably practicable after they are received by You.

4.2 Your duties in the event of an occurrence, claim or suit

- (a) You shall not, without Our written consent (which consent shall not be unreasonably withheld), make any admission, offer, promise or payment in connection with any Occurrence or claim. If Our prior written consent is not obtained, We may be able to reduce or refuse the claim to the extent We are prejudiced by Your admission, offer, promise or payment.
- (b) You must:
 - (i) take reasonable steps to preserve (and continue preserving) all property, any Products, appliances and plant and all other things that You know or suspect is connected with an Occurrence or claim, until We have 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 Your compliance with this clause would limit the ability to continue operating Your Business, We must make the determination as soon as reasonably possible;
 - (ii) so far as may be reasonably practicable, provide Us with an opportunity of inspection and obtain Our consent prior to effecting the alteration or repair of any thing connected with an Occurrence or claim; and
 - (iii) give Us such information and assistance that We may reasonably require in the prosecution, defence or settlement of any claim.
- (c) You shall, when so requested, provide Us with details of any other insurances current at the time of any Occurrence covering any of the liability insured by this Policy.

4.3 Our rights regarding claims

- (a) 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 We will pay You 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 You contact Us to seek Our consent before incurring costs, We will discuss whether the amounts which are to be incurred are reasonable with You and if so, provide consent for the costs to be incurred.
- (b) Following the happening of any Occurrence in respect of which a claim is, or may be, made under this Policy, We shall have the right and full discretion, but are not obligated, to assume conduct of the defence or settlement of any suit or claim against You 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 Your name even if any of the allegations of the suit are groundless, false or fraudulent.

- (c) We reserve entirely Our rights under this Policy, including Our right to agree or deny cover while We assess an Occurrence, loss or claim or conduct the defence. Our rights under this Policy are not affected if We do not conduct the defence.
- (d) We are not obligated to pay any claim or judgment or to defend any suit after Our liability under this Policy in respect of the matter has been exhausted.

4.4 Where you dispute the approach to defending claims

If You dispute Our approach to defending a suit or claim, You and Us 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.

4.5 Goods and services tax

The Named Insured must tell Us 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 Us this information or if the Named Insured tells Us an incorrect ITC, We will not pay any GST liability the Named Insured incur.

Our 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 (Cth).

5. General conditions

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

- (a) 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
- (b) reduce the payment of a claim, but only by an amount that fairly represents the extent to which Our interests are prejudiced by the act or failure.

5.1 Adjustment of premium

If the first premium or any renewal premium for this Policy or any part thereof shall have 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:

- (a) We shall, prior to the commencement of the Period of Insurance, inform the Named Insured of the minimum and/or deposit premium, the method We will use to calculate the premium adjustment, the information We will require for the calculation of the premium adjustment and, optionally, the timeframe within which We will require that information after expiry of the Period of Insurance (but not less than thirty days);
- (b) the Named Insured shall within the timeframe specified by Us, or if We have not specified a timeframe, a reasonable period after expiry of each Period of Insurance (being not less than thirty days) furnish to Us the information specified by Us for such expired period; and
- (c) the premium for such period shall be adjusted by Us according to the calculation method specified by Us 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, We will refund the difference, less Our 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 Us as soon as reasonably practicable.

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

If the Policy is cancelled the adjustment calculation shall only be applied to the pro rata proportion of premium for the time We were on risk.

5.2 Alteration of risk

The Named Insured's officer responsible for insurance matters must notify Us as soon as reasonably practicable of every change which substantially varies any of the material facts or circumstances existing at the commencement of each Period of Insurance that comes to the knowledge of the Named Insured's officer responsible for insurance matters. These changes include, but are not limited to:

- (a) a change to the nature of the activities carried out by Your Business;
- (b) changing the locations from which You conduct the Business;
- (c) You build a new manufacturing facility;
- (d) You commence the manufacture, sale, supply or import of a new Product;
- (e) You commence the export of a Product to a country to which the Product has not previously been exported;
- (f) the Named Insured being acquired by another entity; and
- (g) You lose or have conditions imposed upon any licence or authority required by You to operate Your Business.

Following notification of the change to Your Business, We will advise the Named Insured as to whether We are 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 Our risk appetite and underwriting guidelines.

If the change to Your Business means that the risk is no longer acceptable under Our risk appetite or underwriting guidelines, We may cancel the Policy.

Any offer by Us to cover the changes to Your Business is not effective until We receive the Named Insured's written acceptance of Our offer. Until that time, the changes to Your Business are not covered.

The Named Insured is entitled to cancel the Policy at any time, including where We do not offer to cover the changes to Your Business, or the Named Insured does not accept Our offer to cover the changes to Your Business.

If a Claim arises from the changes to Your Business which are not yet covered or We do not agree to provide cover, We may reduce or refuse to pay such Claim to the extent it arises from the change in risk.

Where You notify Us or fail to notify Us of a change in facts or circumstances accordance with this clause, in accordance with the Insurance Contracts Act 1984 (Cth), We may:

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

5.3 Bankruptcy or insolvency

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

5.4 Breach of condition or warranty

Your rights under this Policy shall not be prejudiced by any unintentional and/or inadvertent:

- (a) breach of a condition or warranty without Your knowledge or consent; or
- (b) error in the name or title of any person(s), and/or any entity which forms part of the definition of "You, Your, Insured"; or
- (c) error in name, description or situation of property; or
- (d) failure to report any property and/or entity and/or insurable exposure in which You have an interest.

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

5.5 Cancellation of this policy

By You

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

By Us

We may cancel this Policy when permitted by section 60 of the Insurance Contracts Act 1984 (Cth), including where:

- (a) You have failed to comply with a provision of the Policy;
- (b) the Named Insured has failed to comply with a provision of the Policy with respect to payment of the Premium.

Cancellation will be effective from the earlier of the following times:

- (i) the time when another policy of insurance between You and Us or some other insurer, being a policy that is intended by You to replace this Policy, is entered into; or
- (ii) at 4.00 p.m. on the thirtieth (30th) business day after the day on which notification was given to You.

In the event of cancellation of this Policy by either party, We will retain a short period premium calculated at the pro rata proportion of the premium for the time We have 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.

If the premium is subject to adjustment in accordance with General Condition 5.1 'Adjustment of Premium', cancellation will not affect the obligation of the Named Insured to furnish Us with the information specified by Us 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 We offset the amount of any refund that is due and payable by Us to the Named Insured, against any amount the Named Insured may owe Us due to an adjusted premium.

5.6 Cross liabilities

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:

- (a) each of such parties shall be separately subject to the terms, Claims Conditions, General Conditions, Exclusions and Definitions of this Policy; and
- (b) nothing contained in this clause will operate to increase Our liability under this Policy.

5.7 Inspection and audit

We shall be permitted, but not obligated, to inspect Your premises and operations at any reasonable time after giving reasonable notice in writing to You. Neither Our right to make inspections, nor Our failure to make inspections, nor the making of inspections, nor any report of an inspection shall constitute an undertaking, on behalf of or for the benefit of You or others, to determine or warrant that such premises or operations are safe or healthful or are in compliance with any law, rule or regulation.

We may after giving reasonable notice in writing to You examine and audit Your books and records at any reasonable time during the currency of this Policy and within three (3) years after the final termination of this Policy but only with regard to matters which relate to the subject matter of this insurance.

5.8 Jurisdiction

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

5.9 Payment of premium

Subject to General Condition 5.10 'Premium Funders', the Named Insured must pay the premium specified in the Schedule for the Period of Insurance to Us by the due date. If the Named Insured does not pay the Premium by the due date, We are entitled to cancel this Policy in accordance with section 60 of the Insurance Contracts Act 1984 (Cth).

5.10 Premium funders

If the premium has been funded by a premium funding company which holds a legal right over this Policy by virtue of a notice of assignment and irrevocable power of attorney, then subject to section 60 of the Insurance Contracts Act 1984 (Cth), We may cancel this Policy at the request of the premium funding company, after substantiation of the debt and default in payment by the Named Insured has been made and proven to Us, by giving the Named Insured not less than three (3) business days written notice to that effect, following which a refund will be made to the premium funding company of the proportionate part of the premium applicable to the unexpired Period of Insurance.

5.11 Reasonable care and precautions

You must:

- (a) exercise reasonable care to ensure that all employees have training applicable to their roles and take reasonable measures to maintain all premises, fittings and plant in reasonable condition having regard to the standards of a prudent operator of a business of the nature of Your Business.
- (b) take reasonable precautions:
 - (i) to prevent Personal Injury and/or Property Damage and/or Advertising Injury.
 - (ii) to prevent the manufacture, sale or supply of defective Products.
- (c) take all reasonable measures and care to comply with all applicable statutory obligations, by-laws or regulations imposed by any public authority for the safety of persons or property.
- (d) at Your own expense take reasonable action to trace, recall or modify any Products containing any defect or deficiency which defect or deficiency You have knowledge of or have reason to suspect.

5.12 Release

Where You are required by contractual agreement to release any government or public or local authority or other Statutory Authority or any landlord from liability in respect of loss, destruction or damage or legal liability insured against under this Policy, such release is allowed without prejudice to this insurance.

Notwithstanding General Condition 5.16 'Subrogation Waiver' of this Policy, We agree to waive all Our rights of subrogation against any such authority or landlord in the event of any Occurrence for which a claim for indemnity may be made under this Policy.

5.13 Non-imputation

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

- (a) each Insured shall be covered as if it made its own proposal for this insurance.
- (b) any declaration, statement or representation made in any proposal shall be construed as a separate declaration, statement or representation by each Insured.
- (c) any knowledge possessed by any Insured shall not be imputed to the other Insured(s).

5.14 Foreign currency

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

If You incur 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 Us shall be the value of such award or settlement together with costs awarded or payable to any claimant converted to Australian Dollars at the free rate of exchange published in the Australian Financial Review on the date on which We pay to You (or some other person or party as directed by You) the indemnity in respect of such award or settlement; subject always to the applicable Limit of Liability.

5.15 Subrogation and allocation of the proceeds of recoveries

Subject to General Condition 5.16 'Subrogation Waiver', any entity or person claiming under this insurance shall, at Our request and at Our expense, do and concur in doing and permit to be done all such acts and things that may be necessary or may reasonably be required by Us for the purpose of enforcing any rights and remedies, or for obtaining relief or indemnity from any other entity(s) or person(s), to which We shall be or would become entitled upon Us paying for or indemnifying You in respect of legal liability under this insurance.

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

- (a) due to the application of an Excess; and/or
- (b) where the amounts of any judgments or settlements exceed the applicable Limit of Liability,

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

5.16 Subrogation waiver

Notwithstanding General Condition 5.15 'Subrogation and Allocation of the Proceeds of Recoveries' We hereby agree to waive all Our rights of subrogation under this Policy against:

- (a) each of the parties described as an Insured under the definition of "You, Your, Insured";
- (b) any entity or person which or who owns or controls the majority of the capital stock of any entity to which or to whom protection is afforded under this Policy.

Where such entity or person is protected from liability insured against this Policy by any other policy of indemnity or insurance, Our right of subrogation is not waived to the extent and up to the amount insured under such other policy.

5.17 Interpretation

Some of the words in this Policy have special meanings. These meanings can be found in Section 1 'Definitions – Words with special meaning' of this policy wording. If a word has a special meaning, it appears in this policy wording with a capital letter. Capitalised words used in the Schedule and any endorsement have the same meaning given to them as in Section 1 'Definitions – Words with special meaning' unless they are defined differently in the endorsement. If words are defined differently in the endorsement, that definition only applies to that endorsement.

In this Policy, words importing the singular include the plural and vice versa. The male gender includes the female and neutral genders.

Important information

This Policy and Your current Schedule are important. Please ensure that You read them carefully and keep them in a safe place.

The Policy, current Schedule, Claims Conditions, General Conditions, Exclusions, Definitions and Endorsements (if any), are to be read together as one contract.

The insurance by this Policy shall be invalid unless the Schedule and any alterations to the wording are signed by a person authorised by Us.

Cooling-Off information

If You want to return Your insurance after Your decision to buy it, You may cancel it and receive a full refund. To do this You may notify Us electronically or in writing within twenty-one (21) days from the date this Policy commenced.

This cooling-off right does not apply if You have made or are entitled to make a claim. Even after the cooling-off period ends, You still have cancellation rights.

Your responsibilities

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.

Duties of insurer

We will act and conduct Ourselves with utmost good faith.

Claims

This Policy only provides cover in respect of Personal Injury and/or Property Damage and/or Advertising Injury that occurs during the Period of Insurance.

Liability assumed by you under an agreement

It is not possible for You to transfer to Us the entire spectrum of legal liabilities which You may be compelled to bear under the terms of a wide variety of Indemnity and/or Hold Harmless Clauses frequently inserted into commercial business contracts by principals, lessors or other parties.

Liability assumed by You under an agreement is covered only to the extent described in this General and Products Liability Insurance Policy.

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 calling 1300 888 073
- ▼ Email us at privacyaccessrequests@vero.com.au

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.

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 that you may pursue.

