

# S U R A SPECIALTY

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## IMPORTANT INFORMATION

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### ABOUT SURA SPECIALTY

SURA Specialty Ltd ABN 34 125 318 247 (SURA Specialty) has developed this Broadform Liability Insurance Policy which is underwritten by the Insurer referred to below.

SURA Specialty has an authority from the Insurer to arrange, enter into/bind and administer this insurance (including handling and settling claims) for the Insurer.

In providing any financial services SURA Specialty acts as an Authorised Representative of SURA Pty Ltd ABN 36 115 672 350 AFSL 294 313

#### Our contact details are:

1.04/29-31 Lexington Drive  
Bella Vista, NSW 2153  
PO Box 7423, Baulkham Hills BC, NSW 2153

T: 02 9672 6088

### ABOUT THE INSURERS

This insurance is underwritten by Certain Underwriters at Lloyd's.

Lloyd's has been insuring Australian risks for over 150 years and is licensed to write non-life insurance business under the Australian Insurance Act 1973. You or Your representatives can obtain further details of the syndicate numbers and the proportions of this insurance for which each of the Underwriters at Lloyd's is liable by requesting them from Us. In the event of loss, each Underwriter (and their Executors and Administrators) is only liable for their own share of the loss.

Lloyd's Underwriters have strong financial security characteristics. However, please note that ratings can vary from time to time. You can check the Insurer's current ratings at the following website Standard & Poors: [www.standardandpoors.com](http://www.standardandpoors.com)

You should contact SURA Specialty in the first instance in relation to this insurance.

#### Lloyd's contact details are:

Lloyd's Australia Limited  
Level 9,  
1 O'Connell Street,  
Sydney, NSW 2000  
Telephone: (02) 8298 0783  
Facsimile: (02) 8298 0788

### ASSUMED LIABILITY AND WAIVED RIGHTS

If You have entered into an agreement with another party:

- where You are assuming a greater liability than would apply had You not entered into that agreement; or
- which prevents You from taking a recovery action for indemnity or contribution from that party

it may adversely affect Your rights to cover under this Policy.

### DISPUTE RESOLUTION PROCESS

We view seriously any complaint made about Our products or services and will deal with it promptly and fairly.

If You have a complaint please first try to resolve it by contacting the relevant member of Our staff.

If the matter is still not resolved, please then contact Our Internal Disputes Resolution Officer on (02) 9930 9500, or by email at [IDR@SURA.com.au](mailto:IDR@SURA.com.au) or by writing to Us at the address for SURA Specialty given above. They will seek to resolve the matter in accordance with the General Insurance Code of Practice and Our Dispute Resolution procedures.

If the matter is still not resolved, or You are not satisfied with the way a complaint has been dealt with, you should write to:

#### Lloyd's Australia Limited

Level 9, 1 O'Connell St  
Sydney NSW 2000  
Telephone: (02) 8298 0783  
Facsimile: (02) 8298 0788  
Email: [idraustralia@lloyds.com](mailto:idraustralia@lloyds.com)

If You are a natural person or a small business, and You are not satisfied with the final decision, You may wish to contact the Financial Ombudsman Service ("FOS"). The FOS is a free independent external disputes resolution service provided to customers to review and resolve complaints where We have been unable to satisfy Your concerns.

For further details You can visit their website at [www.fos.org.au](http://www.fos.org.au) or contact them:

#### The Financial Ombudsman Service Australia

Address: PO Box 3,  
Melbourne, VIC, 3001  
Telephone: 1800 367 287  
Email: [info@fos.org.au](mailto:info@fos.org.au).

### DISCLAIMER

When You enter into this Policy You confirm and warrant that You have read the Policy documents provided to You.

## YOUR DUTY OF DISCLOSURE

This Policy is subject to the Insurance Contracts Act 1984 (Act). Under that Act You have a Duty of Disclosure.

Before You take out insurance with Us, You have a duty to tell Us of everything that You know, or could reasonably be expected to know that may affect Our decision to insure You and on what terms. If You are not sure whether something is relevant You should inform Us anyway.

You have the same duty to inform Us of those matters before You renew, extend, vary, or reinstate Your contract of insurance. The duty applies until the Policy is entered into, or where relevant, renewed, extended, varied or reinstated (Relevant Time). If anything changes between when the answers are provided to Us or disclosures are made and the Relevant Time, You need to tell Us.

Your duty however does not require disclosure of matters that:

- reduce the risk;
- are common knowledge;
- We know or, in the ordinary course of Our business, ought to know; or
- We have indicated We do not want to know.

If You do not comply with Your duty of disclosure, We may be entitled to:

- reduce Our liability for any claim;
- cancel the contract;
- refuse to pay the claim; or
- avoid the contract from its beginning, if Your non-disclosure was fraudulent.

After the Policy is entered into, ongoing disclosure obligations can apply. See the Policy for details.

## GENERAL INSURANCE CODE OF PRACTICE

We proudly support the General Insurance Code of Practice (the 'Code'). The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

The objectives of the Code are:

- to promote better, more informed relations between insurers and their customers;
- to improve consumer confidence in the general insurance industry;
- to provide fair and effective mechanisms for the resolution of complaints and disputes between insurers and their customers;

- to commit insurers and the professionals they rely upon to higher standards of customer service; and
- to promote continuous improvement of the general insurance industry through education and training.

For further information on the Code, please visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au) or alternatively you can request a brochure on the Code from SURA Specialty.

## GOODS AND SERVICES TAX (GST)

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

When We pay a Claim, Your GST status will determine the amount We pay. The amount that We are liable to pay under this Policy will be reduced by the amount of any Input Tax Credit (ITC) that You are or may be entitled to Claim for the supply of goods or services covered by that payment.

You must advise Us of Your correct Australian Business Number (ABN) and Taxable Percentage. Taxable Percentage is Your entitlement to an ITC on Your premium as a percentage of the total GST on that premium. Any GST liability arising from Your incorrect advice is payable by You.

Where the settlement of a Claim is less than the applicable Limit of Indemnity or the other limits applicable to this Policy, We will only pay the GST (less Your ITC) applicable to the settlement. This means that if these amounts are not sufficient to cover the whole Claim, We will only pay the GST relating to Our share of the settlement for the whole Claim. We will pay the Claim by reference to the GST exclusive amount of any supply made by any Business of Yours which is relevant to the Claim.

GST, ITC, BAS and Acquisition have the same meaning as given to those words or expressions in A New Tax System (Goods and Services Tax) Act 1999 and related legislation as amended from time to time.

## OUR AGREEMENT

Where We agree to enter into a Policy it is a legal contract between You (see the definition of "You / Your / Insured" for details of who is covered by this term) and Us and We will issue You a Schedule confirming cover.

The information contained in the Schedule sets out information specific to You such as the cover We have agreed to provide and the Limit of Liability or Sub-Limit. Our agreement with You (the Policy) will comprise of this Policy wording, the Schedule and any endorsements We issue. When You enter into the Policy You confirm and warrant that You have read or will read the

Policy documents when provided to You. They should be read together and kept in a safe place. Where We have agreed to enter into a Policy with You and subject to the terms, conditions and exclusions of the Policy:

- We agree to provide You with the insurance cover set out in the Schedule, subject to the payment of or agreement to pay Us the premium set out in the current Schedule;
- the insurance cover is in force for the Period of Insurance set out in the Schedule; and
- We will not pay more than the Limit of Liability or Sub-Limit as shown in the Schedule or as provided in the Policy.

## PAYING YOUR PREMIUM

You must pay Your premium by the due date. If We do not receive Your premium by this date or Your payment is dishonoured this Policy will not operate and there will be no cover.

## PRIVACY STATEMENT

In this Privacy Statement the use of “We”, “Our” or “Us” means SURA Specialty and the Insurers unless specified otherwise.

In this Privacy Statement the use of “personal information” includes sensitive information.

We are committed to protecting the privacy of the personal information You provide to Us.

The Privacy Act 1988 contains the Australian Privacy Principles which require Us to tell You that We collect, handle, store and disclose Your personal and sensitive information for the specific purpose of:

- deciding whether to issue a policy,
- determining the terms and conditions of your Policy,
- compiling data to help develop and identify other products and services that may interest clients, and
- handling Claims.

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

- a) whether the information or opinion is true or not;
- b) whether the information or opinion is recorded in a material form or not.

Sensitive information includes, amongst other things, information about an individual’s racial or ethnic origin, political opinions, membership of a political organisation, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record, health information about an individual, genetic information, biometric information or templates.

You have given Us Your consent to collect, use and disclose Your personal and sensitive information in order to provide You with the relevant services and/or products.

When You give us personal information about other individuals, We rely on You to have made or make the individual aware that You will or may provide their personal information to Us and the types of other parties and service providers We may provide it to, the relevant purposes We and the other parties and service providers will use it for, and how they can access it. If You have not done or will not do either of these things, You must tell Us before You provide the relevant personal information to Us.

We disclose personal information to other parties and service providers whom We believe are necessary to assist Us and them in providing the relevant services and/or products. For example, in handling Claims, We may have to disclose Your personal and other information to other parties and service providers such as Our claim management partner, other insurers, reinsurers, loss adjusters, external claims data collectors, investigators and agents, facilitators, assessors or other parties as required by law. We limit the use and disclosure of any personal information provided by Us to them to the specific purpose for which We supplied it.

We may disclose Your personal information to Our insurers, reinsurers, related entities and service providers overseas, including but not limited to New Zealand, Singapore, India, United Kingdom, the Philippines, the European Union and the United States of America.

If You do not provide the personal information requested and/or do not provide Us with Your consent to the use and disclosure of Your personal information as set out in this Privacy Statement, Your insurance application may not be accepted, or We may not be able to administer Your Policy, or You may be in breach of Your duty of disclosure, the consequences of which are set out under the heading Duty of Disclosure in this document.

If You would like a copy of Our Privacy Policies, would like to seek access to or correct Your personal information, opt out of receiving materials We send, complain about a breach of Our privacy or You have any query on how Your personal information is collected or used, or any other query relating to Our Privacy Policies, please contact Us.

## SERVICE OF SUIT

The Insurers accepting this insurance agree that:

- if a dispute arises under this insurance, this insurance will be subject to Australian law and practice and the Insurers will submit to the jurisdiction of any competent court in the Commonwealth of Australia;
- any summons, notice or process to be served upon the Insurers may be served upon:  
Lloyd's Australia Limited  
Level 9, 1 O'Connell St  
Sydney NSW 2000
- if a suit is instituted against any of the Insurers, all Insurers participating in this insurance will abide by the final decision of such Court or any competent Appellate Court.

## SEVERAL LIABILITY

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in the Policy Schedule.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with any other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various parts in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural. The insurers named hereon bind themselves each and for their own part and not one for another.

Each insurer's liability under this contract shall not exceed that percentage or amount of the risk shown against that insurer's name.

## SANCTIONS

We shall not be deemed to provide cover and We shall not be liable to pay any claim or provide any benefit under this Policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us, Our parent company or Our ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the Commonwealth of Australia, United Kingdom or the United States of America.

## DEFINITIONS

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Some key words and terms used in this Policy, its Schedules and its endorsements have a special meaning.

Wherever the following words or terms are used in the Policy, they mean what is set out below.

Unless the context requires another meaning, a reference to the singular includes the plural and vice versa.

### Advertising Liability

means liability arising out of:

- a) defamation except arising out of defamatory statements or disparaging material made or produced prior to the inception date of this Policy or made at Your direction with Your knowledge of the falsity of the statement or material;
- b) infringement of copyright, title or slogan;
- c) unfair competition, misappropriation of advertising ideas or style of doing Business;
- d) invasion of privacy committed or alleged to have been committed in any advertisement and arising out of any advertising activities conducted by You or on Your behalf, in the course of carrying out Your Business.

### Aircraft

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

### Business

means the Business as described in the Schedule (and, where applicable, as further described in any more specific underwriting information provided to Us at the time when this insurance was negotiated) and shall include:

- a) the ownership and/or tenancy of premises by You, including the maintenance of Your premises or property for which such responsibility exists;
- b) sponsorships and/or participation in galas, fetes and exhibitions;
- c) the provision and management of canteens, social and/or sporting clubs and welfare organisations, educational and child care facilities primarily for the benefit of Your employees;
- d) the provision of first aid, medical, ambulance or firefighting services by You or on Your behalf.

### Compensation

means monies paid or agreed to be paid by judgment, award or settlement for Personal Injury, Property Damage and/or Advertising Liability.

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

### Computer Virus

means a type of malicious software program ("malware") that, when executed, replicates by reproducing itself (copying its own source code) or infecting other computer programs by modifying or destroying them.

### 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.

### Electronic Data

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

### Excess

means the amount specified in the Schedule, payable by You on each and every claim arising out of one event or Occurrence. If more than one Excess can be applied to one event or Occurrence You will only need to pay the highest Excess. The applicable Limit(s) or Sub-Limit(s) of Liability shall apply in addition to and shall not be reduced by the amount of any applicable Excess.

### General Liability

means Your legal liability for Personal Injury, Property Damage and/or Advertising Liability caused by or arising out of an Occurrence happening in connection with Your Business other than Products Liability.

### Geographical Limits

means anywhere in the world subject to the Geographical Limits Exclusion.

### Hovercraft

means a Vehicle that is able to travel across both land and water on a fan-forced cushion of air.

### Insurer(s)

means certain Underwriters at Lloyd's.

### Internet Operations

means:

- a) transfer of computer data or programmes by use of electronic mail systems by You or Your employees, including for the purpose of this definition only, part-time and temporary staff, contractors and others within Your organisation whether or not such data or programmes contain any malicious or damaging code, including but not limited to Computer Virus, worm, logic bomb, or Trojan horse;
- b) access through Your network to the world wide web or a public internet site by You or Your employees, including for the purposes of this definition only, part-time and temporary staff, contractors and others within Your organisation;
- c) access to Your intranet (meaning internal company information and computing resources) which is made available through the world wide web for Your customers or others outside Your organisation; and
- d) the operation and maintenance of Your web site.

### Limit of Liability

means the maximum amount payable by Us for any one loss or series of losses suffered by You arising out of any one event, subject to any Sub-Limits of Liability and the application of any Excess. The Limits of Liability and Sub-Limits of Liability are as set out in the Schedule.

### Medical Persons

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

### Named Insured

means:

- a) the person(s), corporations and/or other organisations specified in the Schedule;
- b) all existing Subsidiary and/or controlled corporations (including Subsidiaries thereof) of the Named Insured incorporated in the Commonwealth of Australia and/or any other organisations under the control of the Named Insured;
- c) all Subsidiary and/or controlled corporations (including Subsidiaries thereof) of the Named Insured and/or any other organisations under the control of the Named Insured incorporated in the Commonwealth of Australia and which are constituted or acquired by You after the commencement of the Period of Insurance;
- d) every 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, related or controlled corporation or organisation caused by or arising out of Occurrences Insured against by this Policy, which occurred prior to the divestment.

### North America

means:

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

### Occurrence

means an event which results in Personal Injury, Property Damage and/or Advertising Liability that is neither expected nor intended from Your standpoint.

All Personal Injury or Property Damage or Advertising Liability arising out of continuous or repeated exposure to substantially the same general conditions will be construed as arising out of one Occurrence.

With regards to Advertising Liability, all liability arising out of the same injurious material or act regardless of the number or kind of media used, the frequency or repetition thereof and number of claimants shall be deemed to be one Occurrence.

### Personal Injury

means:

- a) bodily injury, death, sickness, disease, illness, disability, shock, fright, mental anguish and mental injury;
- b) false arrest, false imprisonment, wrongful detention, malicious prosecution or humiliation;
- c) wrongful entry or wrongful eviction;
- d) libel, slander or defamation of character or invasion of privacy;
- e) 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 document and the Schedule and any other documents We issue to You which are expressed to form part of the Policy terms, which set out the cover We provide for the Period of Insurance. For the sake of clarity, unless otherwise stated, it does not include any prior Policy that this is a renewal of or any future Policy that is a renewal of this Policy.



**Pollutant**

means any solids, liquids, gaseous or thermal irritants, contaminants, smoke, vapour, soot, fumes, odour or any other air emission, acids, alkalis, chemicals, waste materials, waste water, oil or oil Products, infectious biological or medical waste, asbestos, electric or magnetic or electromagnetic fields, noise and any ionising radiations or Contamination by radioactivity.

**Pollution or Contamination**

means the discharge, dispersal, seepage, release or escape of smoke, vapours, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or Pollutants into or upon land, the atmosphere or water.

**Period of Insurance**

means the period referred to in the Schedule or any further period for which renewal has been agreed.

**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 Your 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 Your Business including discontinued Products.

Provided always that for the purpose of this insurance the term "Products" shall not be deemed to include:

- 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;
- c) and any claims made against You in respect of Personal Injury, Property Damage and/or Advertising Liability arising out of any Occurrence in connection therewith shall be regarded as General Liability claims hereunder.

**Products Liability**

means Your legal liability for 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.

**Schedule**

means any document so designated and issued to You, whether for the first Period of Insurance or on any renewal of the contract or variation by way of endorsement, that specifies the Policy number, the party or parties named as Insured parties, Limits of Liability and other details of the insurance by this Policy.

**Subsidiary**

means:

- a) a Subsidiary of Yours as defined in the Corporations Act 2001; or
- b) any body corporate in which You:
  - i. control the composition of the board of the body corporate; or
  - ii. are in a position to cast, or control the casting of, more than one-half of the maximum number of votes that might be cast at a general meeting of the body corporate; or
  - iii. hold more than one-half of the issued share capital of the first body (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital); or
- c) any body corporate which is a Subsidiary of a body corporate described in a) or b) above; or
- d) any other body corporate whose accounts are consolidated into those of Yours in accordance with the relevant Australian Accounting Standard.

**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 Work Site. Tool of Trade does not include any Vehicle whilst travelling to or from a Work Site or Vehicles that are used to carry goods to or from any premises.

**Vehicle**

means any type of machine on wheels or on self-laid tracks made or intended to be propelled other than by manual or animal power and any trailer or other attachment made or intended to be drawn by any such machine.

**Watercraft**

means any vessel, craft or thing made or intended to float on or travel on or through water.

**We / Our / Us**

means SURA Specialty acting on behalf of certain Underwriters at Lloyd's.

**Work Site**

means any premises or site where any work is performed for and/or in connection with Your 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) every past, present or future director, stockholder or shareholder, partner, proprietor, officer, executive or employee of the Named Insured (including the spouse of any such person while accompanying such person on any commercial trip or function in connection with Your Business) or volunteers while such persons are acting for or on behalf of the Named Insured and/or within the scope of their duties in such capacities;
- c) any employee superannuation fund or pension scheme managed by or on behalf of the Named Insured, 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;
- d) every principal in respect of the principal's liability arising out of:
  - i. the performance by or on behalf of the Named Insured 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, but only in respect of the Named Insured's 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.
- e) every person, corporation, organisation, trustee or estate to whom or to which the Named Insured is obligated by reason of law, (whether written or implied) to provide insurance such as is afforded by this Policy, but only to the extent required by such law, and in any event only for such coverage and Limits of Liability as are provided by this Policy;
- f) every officer, member, employee or voluntary helper of the Named Insured's canteen, social and/or sporting clubs, first aid, medical, ambulance or firefighting services, charities, welfare and/or child care facilities, while acting in their respective capacities as such;
- g) any director, partner, proprietor, officer or executive of the Named Insured in respect of private work undertaken by the Named Insured's employees for such person and any employee whilst actually undertaking such work;
- h) 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 paragraphs h) i) and ii) above.
- i) every party including joint venture companies and partnerships to whom the Named Insured is 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.

## COVER

### WHAT YOU ARE INSURED FOR

We will cover Your legal liability to pay:

- a) all sums by way of Compensation; and
- b) all costs awarded against You

in respect of:

- i. Personal Injury
- ii. Property Damage
- iii. Advertising Liability

first happening during the Period of Insurance within the Geographical Limits as a result of an Occurrence happening in connection with Your Business.

### DEFENCE COSTS

With respect to the cover provided by this Policy, We will:

- a) defend, in Your name and on Your behalf, any claim or suit against You alleging such Personal Injury, Property Damage and/or Advertising Liability and seeking damages on account thereof even if any of the allegations of such claim or suit is groundless, false or fraudulent;
- b) pay all charges, expenses and legal costs incurred by Us and/or by You with Our written consent:
  - i. in the investigation, defence or settlement of such claim or suit, including loss of salaries or wages 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
- c) pay all charges, expenses and legal costs recoverable from or awarded against You in any such claim or suit and 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 Our liability thereon;
- d) pay expenses incurred by You for:
  - i. rendering first aid and/or surgical or medical relief to others at the time of any Personal Injury (other than 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) pay all legal costs incurred by You with Our consent 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.

The amounts of such Defence Costs 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.

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.

### EXCESS

When specified in the Schedule, each claim (or series of claims arising out of continuous or repeated exposure to substantially the same general conditions) arising under the 'What You Are Insured For' and/or 'Defence Costs' clauses is subject to the Excess shown in the Schedule.

Should more than one Excess apply under this Policy for any claim (or series of claims arising out of continuous or repeated exposure to substantially the same general conditions) such Excesses shall not be aggregated and only the highest single level of Excess shall apply.

The amount of the Excess shall include Defence Costs unless otherwise specifically shown in the Schedule.

### LIMIT OF LIABILITY

Our maximum liability in respect of any claim or any series of claims for Personal Injury, Property Damage or Advertising Liability caused by or arising out of any one Occurrence will not exceed the Limit of Liability shown on Your Schedule.

Our total aggregate liability during any one Period of Insurance for all claims arising out of Your Products will not exceed the Limit of Liability shown on Your Schedule.

## EXCLUSIONS

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This Policy does not apply to, and We will not indemnify You for any actual or alleged liability in respect of:

### ADVERTISING LIABILITY

- a) resulting from statements made at Your direction with knowledge that such statements are false;
- b) resulting from failure of performance of contract;  
Provided that this paragraph b) 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) failure of Your Products or services to conform with advertised performance, quality, fitness or durability;
- f) liability incurred by You if Your Business is advertising, broadcasting, publishing or telecasting.

### AIRCRAFT, HOVERCRAFT OR WATERCRAFT

for Personal Injury and/or Property Damage arising from:

- a) the ownership, maintenance, operation or use by You of any Aircraft or Hovercraft;
- b) the ownership maintenance, operation or use by You of any Watercraft exceeding eight (8) metres in length, whilst such Watercraft is afloat;

Provided that paragraph 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. Watercraft owned by others and used by You for Business entertainment.

### AIRCRAFT PRODUCTS

arising out of any Products which, with Your knowledge, are intended for incorporation into the structure, machinery or controls of any Aircraft.

### ASBESTOS

for Personal Injury, Property Damage (including loss of use of property) or Advertising Liability directly or indirectly caused by or arising from exposure to asbestos or materials containing asbestos.

### BREACH OF PROFESSIONAL DUTY

arising out of 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) for Personal Injury and/or Property Damage arising from such breach of duty;
- b) arising out of 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;
- c) arising out of advice which is not given by You for a fee;
- d) arising out of advice given in respect to the use or storage of Your Products.

### CONTRACTUAL LIABILITY

assumed by You under any contract or agreement but this Exclusion does not apply to:

- a) the extent that liability would have been implied by law;
- b) liability assumed by You under a warranty of fitness or quality.

### 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 the specific part and only that part of such Product to which the damage is directly attributable.

### DEFAMATION

Personal Injury directly or indirectly caused or contributed to by, or arising from or in connection with, the publication or utterance of a libel or slander or defamation of character or invasion of right of privacy:

- a) made prior to the commencement of the Period of Insurance;  
or
- b) made at Your direction with knowledge of the falsity thereof;
- c) related to advertising, broadcasting or telecasting activities.

**ELECTRONIC DATA**

- a) communication, display, distribution or publication of Electronic Data, provided that this Exclusion does not apply to Personal Injury or Advertising Liability resulting therefrom;
- b) total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation, or misappropriation of Electronic Data;
- c) error in creating, amending, entering, deleting or using Electronic Data;
- d) total or partial inability or failure to receive, send, access or use Electronic Data for any time or at all;

from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur.

**EMPLOYERS LIABILITY**

- a) for Personal 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 its 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.

For the purpose of this Exclusion 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

**FAULTY WORKMANSHIP**

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

**FINES, PENALTIES, PUNITIVE, EXEMPLARY OR AGGRAVATED DAMAGES**

for any fines, penalties, punitive, exemplary or aggravated damages and any additional damages resulting from the multiplication of compensatory damages.

**GEOGRAPHICAL LIMITS**

- a) claims made or actions instituted within any Country, State or Territory (outside Australia ) where the laws of that Country, State or Territory require insurance to be effected or secured with an Insurer or organisation licensed in that Country, State or Territory to grant such insurance;
- b) claims made and actions instituted within North America or any other Territory coming within the jurisdiction of the Courts of North America;
- c) claims and actions to which the laws of North America apply. Provided that paragraphs b) and c) of this Geographical Limits Exclusion do not apply to:
- d) claims and actions arising from the presence outside Australia of any of Your employees and/or directors or partners who are normally resident in Australia and who are not undertaking manual work or supervision work of any kind while in North America;
- e) claims for Personal Injury, Property Damage or Advertising Liability caused by or arising out of Your Products not knowingly exported by You or on Your behalf to North America.

The Limit of Liability in respect of coverage provided under paragraphs d) and e) of this Geographical Limits Exclusion is inclusive of all costs, expenses and interest as set out in the 'Defence Costs' clause of this Policy.

**INFORMATION TECHNOLOGY, COMPUTER DATA, PROGRAMME AND STORAGE MEDIA**

- a) for Personal Injury, Property Damage or Advertising Liability arising directly or indirectly out of, or in any way involving Your Internet Operations; or
- b) for Property Damage to computer data or programs and their storage media arising directly or indirectly out of or caused by, through or in connection with:
  - i. the use of any computer hardware or software;
  - ii. the provision of computer or telecommunication services by You or on Your behalf;
  - iii. the use of computer hardware or software belonging to any third party, whether authorised or unauthorised including damage caused by any Computer Virus

but this Exclusion does not apply to:

- i. Personal Injury, Property Damage or Advertising Liability arising out of any material which is already in print by the manufacturer in support of its product, including but not limited to product use and safety instructions or warnings and which is also reproduced on its web site; or
- ii. liability which arises irrespective of the involvement of Your Internet Operations, and nothing in this Exclusion will be construed to extend coverage under this Policy to any liability which would not have been covered in the absence of this Exclusion.

#### 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.

#### 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 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.

#### POLLUTION

- a) for Personal Injury and/or Property Damage directly or indirectly arising out of the discharge, dispersal, release or escape of any Pollutant into or upon land, the atmosphere or any water course or body of water;
- b) for the cost of removing, nullifying, or cleaning up of any Pollutant.

Provided that, with respect to any such liability which may be incurred anywhere other than North America, this Exclusion shall not apply where such discharge, dispersal, release 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.

#### PRODUCT GUARANTEE

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

#### 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 You or any person or organisation because of any known, alleged or suspected defect or deficiency in such Products.

#### PROPERTY IN YOUR CARE, CUSTODY OR CONTROL

for Property Damage to property in Your physical or legal care, custody or control; but this Exclusion 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 Your 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 Your Business; or
  - ii. any other property temporarily in Your possession for the purpose of being worked upon but no indemnity is granted for damage to that part of any property upon which You are or have been working if the damage arises solely out of such work.
- 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) any property (except property that You own) not mentioned in paragraphs a) to d) above whilst in Your physical or legal care, custody or control where You have accepted or assumed legal liability for such property;

Provided that Our liability under this paragraph e) shall not exceed AUD 100,000 (one hundred thousand Australian dollars) in respect of any one claim or series of claims arising out of any one Occurrence.

**PROPERTY OWNED BY YOU**

for Property Damage to property owned by You.

**SANCTIONS LIMITATION AND EXCLUSION**

You are not Insured under any Section of this Policy where a claim payment breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

**VEHICLES**

for Personal Injury or Property Damage arising out of 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 paragraphs a) and b) of this Exclusion shall not apply to:

- c) Personal Injury where:
  - i. compulsory liability insurance or statutory indemnity does not provide indemnity; and
  - ii. the reason or reasons why that compulsory liability 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 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 for the purpose of parking.

**WAR, TERRORISM AND RADIOACTIVITY**

This Policy excludes loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. war, invasion, acts of foreign enemies, hostilities or war-like 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

2. any act(s) of Terrorism. For the purpose of this Exclusion, an act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the Government of the day or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or Government(s) of the day or de facto, and which:
  - involves violence against one (1) or more persons; or
  - involves damage to property; or
  - endangers life other than that of the person committing the action; or
  - creates a risk to health or safety of the public or a section of the public; or
  - is designed to interfere with or to disrupt an electronic system.
3. radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

This Policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to 1, 2 or 3 above.

# CONDITIONS

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## CANCELLING YOUR POLICY

How You may cancel this Policy

1. You may cancel this Policy at any time by telling Us in writing that You want to cancel it.
2. Where You involves more than one person, We will only cancel the Policy when a written agreement to cancel the Policy is received from all persons named as the Insured.

How We may cancel this Policy

1. We may cancel this Policy in any of the circumstances permitted by law by informing You in writing.
2. We will give You this notice in person or send it to Your address last known to Us.
3. Our notice of cancellation takes effect at 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. 4.00 PM on the thirtieth (30th) Business day after the day on which notice was given to You.

In the event that You, or We, cancel the Policy, We may deduct a pro rata proportion of the premium for the unexpired Period of Insurance from the date of cancellation, reasonable administrative costs related to the acquisition and termination of the Policy and any government taxes or duties We cannot recover. In the event that You have made a claim under the Policy and We have agreed to pay the claim, no return of premium will be made for any unused portion of the premium.

## CHANGES TO INFORMATION PREVIOUSLY ADVISED

You must tell Us as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of Personal Injury, Property Damage or Advertising Liability.

You must tell Us immediately in writing of every change that comes to Your knowledge which materially varies any of the facts or circumstances existing at the commencement of this Policy. We may at Our discretion, for what We consider to be an increase of risk:

- a) charge additional premium;
- b) amend or impose additional terms or conditions;
- c) cancel the Policy.

## CHANGES TO THE POLICY

If You want to make a change to this Policy, the change becomes effective when We:

- a) agree to it;
- b) give You a new Schedule and/or an endorsement detailing the change.

## CO-OPERATION AND MITIGATION

You shall at all times and at Your own cost provide Us with all information, evidence, documentation, assistance and cooperation and will execute such documents, including signed statements and affidavits, which We reasonably request.

You shall at all times and at Your own cost use reasonable endeavours to do and concur in doing everything reasonably practicable to avoid or diminish any liability under this Policy, and to assist with the defence, investigation or settlement of any claim or proceedings against You.

You must not pursue a course of action which You know or ought reasonably to know will bring about any claim, unless this is undertaken to discharge Your duties under any relevant law.

You shall maintain records of all Occurrences which may result in a claim being notified under this Policy.

We may make any investigation We deem necessary.

## CROSS LIABILITY, SEVERABILITY AND WAIVER OF SUBROGATION

This Policy, including any amendment, renewal or variation or endorsement of it, shall be construed as if each Insured party had made a proposal, application or request for the Policy, amendment, renewal, variation or endorsement in respect of their interest only. Further, any information or knowledge possessed by one Insured party, whether possessed before or after the contract was entered into, shall not be imputed to any other such party. We will not seek any relief whatsoever (including cancellation of the Policy) for non-disclosure and/or misrepresentation against an Insured party unless We would have been entitled to that relief had that party been the only party covered by this Policy.

Further, neither the inclusion of more than one Insured under this Policy nor any act, omission, breach or default by any Insured shall in any way affect the rights of any other Insured, it being intended that this Policy shall be construed as if a separate contract of insurance has been entered into by each Insured; but not so as to increase Our Limit of Liability.



All right of subrogation is waived under this Policy against every company, organisation and person defined as an Insured under this Policy to which or to whom protection is afforded under the Policy except, if such company, organisation or person is protected from such loss by any other Policy of indemnity or insurance, the right of subrogation is not waived to the extent and up to the amount of such other Policy.

### GOVERNING LAW

This Policy will be governed in accordance with the laws of the Commonwealth of Australia. Any disputes arising out of this Policy will be subject to determination by any Court of competent jurisdiction within Australia according to the laws applicable to the jurisdiction.

### INSOLVENCY

The insolvency or bankruptcy of any party comprising the Insured shall not release Us from any of Our obligations under this Policy.

### INSPECTION OF PROPERTY

- a) We will be permitted but not obligated to inspect Your property and operations at any time.
- b) Neither Our right to inspect nor Our failure to inspect nor the making of any inspection nor any report of an inspection may be used by You or others in any action or proceedings involving Us.
- c) We may examine and audit Your books and records at any time during the Period of Insurance and within three (3) years thereafter but that examination and audit will be restricted to matters which in Our opinion are relevant to the Policy.

### NOTICES

Any communications to Us under this Policy must be sent by You to Us at Our address specified in the Schedule.

Notice to You may be given to You or Your agent at the broker name and address specified in the Schedule.

### OTHER INSURANCE

If, at the time any claim arises under this Policy, there is any other insurance contract in force covering the same claim, You must notify Us as soon as reasonably practicable providing full details of such other insurance contract, including the identity of the Insurer, the Policy number and such further information as We may reasonably require.

### OTHER INTERESTS

You must not transfer any interests in Your Policy without Our written consent.

Any person whose interests You've told Us about and We've noted on Your Schedule is bound by the terms of Your Policy.

#### Our Rights Regarding Claims

- a) Following the happening of any Occurrence in respect of which a claim is, or may be, made under this Policy, We shall have full discretion in the conduct of any proceedings in connection with any claim. You shall give such information and assistance that We may reasonably require in the prosecution, defense or settlement of any claim;
- b) At any time We can pay to You or on Your behalf, for all claims made against You for any one Occurrence:
  - i. the Limit of Liability, after deducting any amounts already paid, or
  - ii. any lower sum for which the claim may be settled.

If We do so:

1. the conduct of any outstanding claim(s) will become Your responsibility; and
2. We will not be liable to pay any further amounts in relation to that Occurrence other than costs, charges, or expenses that We agreed to pay before We made the payment referred to in paragraphs a) and b) above.

### PREMIUM ADJUSTMENT

If the first premium or any renewal premium for this Policy or any part thereof shall have been calculated on estimates provided by You, You shall keep an accurate record containing all particulars relative thereto and shall at all reasonable times allow Us to inspect such record.

You shall, where requested by Us after the expiry of each Period of Insurance, provide to Us such particulars and information as We may require as soon as reasonably practicable.

The premium for such period shall thereupon be adjusted and any difference paid by or allowed to You, as the case may be, subject to retention by Us of any minimum premium that may have been agreed upon between Us and You at inception or the last renewal date of this Policy.

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## REASONABLE CARE

You must:

- a) exercise reasonable care that only competent employees are employed and take reasonable measures to maintain all premises, fittings and plant in sound condition;
- b) take all reasonable precautions to prevent Personal Injury, Property Damage or Advertising Liability, and prevent the manufacture, sale or supply of defective Products, and comply with and ensure that Your employees, contractors, employees of labour hire organisations utilised by You, servants and agents comply with all statutory obligations, by-laws or regulations imposed by all relevant public authorities for the:
  - i. safety of persons or property;
  - ii. disposal of waste Products;
  - iii. handling, storage or use of flammable liquids or substances, gases or toxic chemicals
- c) at Your own expense take reasonable action to trace, recall or modify any of Your Products containing any defect or deficiency of which You have knowledge or have reason to suspect, including (but not limited to) any of Your Products subject to governmental or statutory ban.

# CLAIMS

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## WHAT YOU MUST DO IF YOU WANT TO CLAIM UNDER THIS POLICY

You must:

- a) notify Us immediately in writing of every Occurrence, claim, writ, summons, proceeding, impending prosecution, and inquest together with all relevant information which may result in a claim under this Policy, whether or not You believe any claim amount might fall below the Excess;
- b) supply Us with all information We require to settle the claim;
- c) take all reasonable precautions to prevent further loss or damage;
- d) co-operate with Us fully in any action We take if We have a right to recover any money payable under this Policy from any other person

If in doubt at any time, contact Us or Your broker for advice on the procedure to follow.

## WHAT YOU MUST NOT DO

You must not:

- a) admit liability if an incident occurs that is likely to result in someone claiming against You;
- b) make any admission of guilt or promise or offer of payment in connection with any such claim, unless We first agree in writing.

This applies to You or any other person making a claim under this Policy.

## WHAT WE DO

We may take over and conduct the defence or settlement of any claim or issue legal proceedings for damages. If We do this, We will do it in Your name. We have full discretion in the conduct of any legal proceedings, and in the settlement of any claim.

You must co-operate by giving Us any statements, documents or assistance We require. This may include giving evidence in any legal proceedings.

## WHAT CAN AFFECT A CLAIM

We will reduce the amount of a claim by the Excess shown in the Policy or on the Schedule.

We may refuse to pay a claim if You are in breach of Your Duty of Disclosure or any of the conditions of this Policy, including any endorsements noted on or attached to the Schedule.

We pay only once for loss or damage from the same event covered by this Policy, even if it is covered under more than one Section of the Policy. We may be entitled to refuse to pay or to reduce the amount of a claim if:

- a) it is in any way fraudulent; or
- b) any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefits under this Policy.

SURA Specialty Ltd ABN 34 125 318 247 acts as an agent for Certain Underwriters at Lloyd's and is authorised to arrange, enter into / bind and administer this insurance on their behalf.

SURA Specialty Ltd is an authorised representative of SURA Pty Ltd ABN 36 115 672 350 AFSL 294313.

Thank you for receiving this document electronically.

SURA Specialty Ltd supports positive initiatives for our environment.

# S U R A SPECIALTY

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## **NSW**

1.04/29-31 LEXINGTON DRIVE  
BELLA VISTA,  
NSW 2153  
TELEPHONE 02 9672 6088

## **TASMANIA**

LEVEL 1, SUITE 6  
175 COLLINS STREET  
HOBART  
TAS 7000  
TELEPHONE 03 6231 7700