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Introduction

General Public & Product Liability Insurance for your organisation from one of Australia’s leading specialist insurers.

Our liability insurance policy has been specifically designed to protect your organisation against liability claims for personal injury and property damage.

About Ansvar

Ansvar is a leading specialist commercial and consultative insurer offering tailored insurance products and services to the Care, Community Service (including Not-for-Profit), Education, Faith and Heritage sectors. With more than 50 years of experience in the Australian insurance industry we’ve developed a deep understanding of our clients’ needs, risks and challenges they face, as well as the environments in which they operate.

Ansvar is owned by the Ecclesiastical Insurance Office plc, est. 1887, a leading insurer of heritage, religious and charitable organisations in the UK.

Our approach

Service is paramount at Ansvar, and our team is committed to consistently providing the best client experience possible.

Our dedicated Claims team are focused on quickly, solving the problems of our clients. With a compassionate approach they are always mindful of the reputation of our clients, particularly when handling sensitive claims.

Because Ansvar understands the varied and vast risk exposure of our clients in our core sectors, we offer expert Risk Management advice and practical solutions to help our clients protect their assets and importantly, their people.

Through our expertise and flexible underwriting approach, Ansvar offers tailored insurance solutions to provide the right cover to suit the unique needs of our client’s within our core sectors.

Supporting our community

Our goal is to be a valued and recognised contributor to the community. This has been the ethos of Ansvar since our inception.

Each year, through our Community Education Program, Ansvar donates a percentage of our profits to organisations that provide valuable support to enrich and improve the lives of young Australians, so that they may contribute positively to the community in which they live.

About this Product Disclosure Statement (PDS)

This product disclosure statement (PDS) contains two sections:

1. Important Information
   Provides general information about your General Public and Product Liability Insurance policy.

2. The Contract between you and Ansvar Insurance
   Details the terms and conditions of your General Public and Product Liability Insurance policy.

The financial product offered in the PDS is provided by Ansvar Insurance Limited.

The Table of Contents provides a summary of the content of the PDS. The purpose of this PDS is to assist you to understand your insurance policy and enable you to make an informed choice about your insurance requirements.

The General Public and Product Liability Insurance policy in conjunction with the certificate of insurance and any endorsements we issue upon acceptance of your proposal, provide a full description of the terms, conditions and limitations of the insurance cover.

You will need to read the entire PDS for a full understanding of these terms, conditions and limitations including the benefits, risks and information about how the insurance premium is calculated.

Please read this PDS before you apply for this insurance.

This PDS was prepared in March 2013.

Who is the insurer and how can we be contacted?

Ansvar Insurance Limited (Ansvar Insurance), ABN 21 007 216 506, is the issuer of this insurance policy. The registered office of Ansvar Insurance is Level 12, 432 St Kilda Road, Melbourne, VIC 3004. The Ansvar Insurance Australian Financial Services Licence number is 237826.

You can contact us by:

- calling in person at any Ansvar Insurance office
- telephoning 1300 650 540
- facsimile on 03 9804 5001
- writing to any office of Ansvar Insurance
- email to insure@ansvar.com.au
Important Information

Changes to the PDS

Information in this PDS is subject to change from time to time. Changes in your Liability Insurance policy will be communicated to you in several ways and these are:

- if a change will affect you adversely, Ansvar Insurance will issue you with a new product disclosure statement (PDS) or a supplementary PDS prior to the renewal of the insurance each year;
- for minor changes which are not materially adverse to you, we will communicate the changes to you in writing at the earliest opportunity;
- information can be obtained by telephoning our toll free number (1300 650 540), calling at one of our offices or visiting our website at www.ansvar.com.au to find out what changes might have occurred;
- if changes have occurred, we will be pleased to provide you with a paper copy of them on request.

Cooling off Period

We will refund the entire premium you have paid for cover under this insurance policy if you cancel the policy within 21 days of its commencement. To do this, you must advise us in writing and return the certificate of insurance to your nearest Ansvar Insurance office. The policy will be cancelled with effect from the inception date. You will not receive a refund if you have made a claim or intend to claim under the insurance policy.

Significant features and benefits

Cover is available under this insurance policy for events happening during the period of insurance, and on payment of the appropriate premiums and up to the limits of liability which are shown in the policy and the certificate of insurance and any endorsements we issue.

The cover provided under the policy is summarised below but it is a summary only of the type of cover available and does not form part of the terms of your insurance.

You need to read the full terms and conditions contained in this document to make sure this insurance matches your needs and expectations.

<table>
<thead>
<tr>
<th>Cover Available</th>
<th>Summary of cover</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Public and Products Liability Insurance</td>
<td>This policy covers you for your legal liability (including legal liability arising out of your products) to pay compensation during the period of insurance for property damage, personal injury (occurring to a third party, other than an employee) or advertising injury caused by an occurrence happening in connection with your operations during the period of insurance. A number of optional extensions are also provided.</td>
</tr>
</tbody>
</table>

Terrorism

This policy excludes cover as a result of terrorism.

In the event that property damage and/or property owners liability occur linked to an event declared a terrorism incident by the responsible Government Minister, then you may be afforded protection within the limits of indemnity of this policy by virtue of the Terrorism Insurance Act 2003 (Cth).

A more detailed explanation of the operation of the Terrorism Insurance Act 2003 (Cth) can be obtained at www.arpc.gov.au.

Costs

The premium payable by you for this insurance policy is shown in your certificate of insurance.

The premium payable will be determined considering factors such as those listed below.

Your premium may alter if you make changes to your insurance cover or your circumstances change during the period of insurance.

<table>
<thead>
<tr>
<th>Relevant Rating Factor</th>
<th>Factors which may increase your premium</th>
<th>Factors which may decrease your premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Limit of liability</td>
<td>Higher limit of liability</td>
<td>Lower limit of liability</td>
</tr>
<tr>
<td>Excess</td>
<td>Low excess</td>
<td>High excess</td>
</tr>
<tr>
<td>Extent of activities</td>
<td>High number of hazardous activities</td>
<td>Low number of hazardous activities</td>
</tr>
<tr>
<td>Location of operations</td>
<td>Locations in other countries</td>
<td>Locations in Australia</td>
</tr>
<tr>
<td>Relevant Rating Factor</td>
<td>Factors which may increase your premium</td>
<td>Factors which may decrease your premium</td>
</tr>
<tr>
<td>------------------------</td>
<td>----------------------------------------</td>
<td>---------------------------------------</td>
</tr>
<tr>
<td>Number of locations</td>
<td>The higher the number of locations</td>
<td>The lower the number of locations</td>
</tr>
<tr>
<td>Claims history</td>
<td>Adverse previous claims</td>
<td>Low number of previous claims</td>
</tr>
<tr>
<td>Size of Operation</td>
<td>High numbers of employees, members and volunteers within the organisation</td>
<td>Low numbers of employees, members and volunteers within the organisation</td>
</tr>
<tr>
<td>Turnover</td>
<td>Higher turnover or income of your activities</td>
<td>Lower turnover or income of your activities</td>
</tr>
<tr>
<td>Use of Sub-contractors</td>
<td>High usage of sub-contractors</td>
<td>Low usage of sub-contractors</td>
</tr>
<tr>
<td>No. of Years in Operation</td>
<td>New business venture with minimal history</td>
<td>Well established business operations with documented history</td>
</tr>
</tbody>
</table>

Prestiges and fees are subject to Commonwealth and State taxes and levies which include Goods and Services Tax and Stamp Duty. All are shown in your certificate of insurance.

**Code of Practice and Privacy Act**

As a signatory to the General Insurance Code of Practice we are committed to raising standards of service to our customers. This voluntary code sets out the minimum standards we will uphold in the services we provide to you. More information can be found at www.codeofpractice.com.au or by contacting us.

The Privacy Act sets out how we are to collect, use, disclose and protect your personal information. It also describes the circumstances for you to access and, if necessary, correct your personal information.

You may access your personal information by contacting any of our offices. The information we collect is used to assist us to provide you with our general insurance products and to manage our relationship with you.

At times we rely on third party suppliers (agents, lawyers, other insurance companies, assessors, investigators, loss adjusters, market research and mailing houses) to perform specialised activities for us. Your personal information may be provided to them so that they can carry out their agreed activities.

They are bound by confidentiality and non-disclosure agreements and are prohibited from using the information for any other purpose. These service providers are aware of their obligations under the Privacy Act and the General Insurance Code of Practice.

If you do not wish to provide us with your personal information, we will not be able to supply our policy to you.

**Complaints and disputes**

Ansvar is committed to resolving any complaint you may have in relation to our products, services or handling of your personal information. Our process has 3 key stages.

1. **Make a complaint**

Please refer your complaint to us using one of the following options:

- **Phone:** 1300 650 540
- **Email:** insure@ansvar.com.au
- **Post:** Ansvar Customer Disputes Resolution GPO Box 1655, Melbourne, Victoria 3001

Your complaint will be reviewed and a response provided to you within 7 business days of us receiving notice of the complaint. Please ensure you provide a telephone number at which you may be contacted.

2. **Refer for internal dispute resolution**

If you are not satisfied with our response, you may ask us to refer your complaint to our Internal Dispute Resolution Committee. The committee is made up of representatives from across our organisation that have the appropriate knowledge and authority to deal with your complaint. The committee will review your complaint and provide their decision in writing to you within 7 business days from the date of receiving all necessary information about your concerns.

3. **Refer for external dispute resolution**

Ansvar is a member of the Australian Financial Complaints Authority (AFCA). AFCA was established in 2018 as an independent service to deal with complaints from consumers and small business about financial services and products. If we are unable to resolve your complaint, you may seek advice from AFCA.

Contact the Australian Financial Complaints Authority

- **Website:** www.afca.org.au
- **Phone:** 1800 931 678
- **Email:** info@afca.org.au
- **Post:** GPO Box 3, Melbourne, Victoria 3001
Critical documents

It is important to read/retain the following documents and keep them in a safe and convenient place:

- this document;
- your current certificate of insurance;
- any endorsements.

Remember to regularly review your insurance policy, particularly at renewal to ensure your insurance policy provides the cover that you currently need.

Claims Made

Automatic Extension 2 - Indemnifiable Fines and Penalties and Optional Extension 4 - Retroactive Liability operate on a ‘claims made’ basis, which means that you are covered under these sections for:

1. claims made against you during the period of insurance and notified to us during the period of cover, or during an extended notification period of 30 days, provided you were not aware at any time prior to the commencement of the period of insurance of any circumstances which could lead to the claim being made against you; and

2. claims made against you after the period of insurance has expired as a result of circumstances you first became aware of during the period of insurance, provided you have notified us in writing before the expiry of the period of insurance of such known circumstances.

The cover provided is in respect of claims arising out of acts, errors, omissions, conduct, events or circumstances that occur after any retroactive date shown in the certificate of insurance and notified to us during the period of insurance.

After expiry of the policy and the extended notification period, no new claim can be made or circumstances notified under the policy even though the event giving rise to the claim may have occurred during the period of insurance, except where allowed by law.

Engagement of Third Parties (contractors/subcontractors)

Where engaging third parties (contractors/subcontractors) to perform activities on your behalf, those third parties must carry their own insurance. As part of your risk management, we recommend you sight the certificate of currency as proof this cover is in place. A valid certificate of currency needs to display the Insurer’s name, the Policy Number, the Period of Insurance and the Limit of Liability.

Retention of Documents

IMPORTANT: a special note relating to record keeping.

Incidents which may be claimable under the policy sometimes only come to light after a long period of time, in some cases many years.

The long-term security of relevant documents including your Risk Management Procedures, any employment records and your Liability Insurance policy and endorsements and the certificate of insurance can be of crucial importance should allegations arise in future years. All such documents should be securely retained for many years to ensure that they are available in the event of any allegations arising. (We recommend a period of 50 years).

The individuals mentioned in the documents should be notified that information about them may be held for a long period of time as part of a client protection risk management programme. This may be best handled by use of a general statement in employment contracts and your published customer information literature.

In addition, storage provisions for all such documents should be arranged in the event the organisation ceases operations. Generally acceptable methods of storage in these circumstances would be at the office of a solicitor, accountant or at a professional secure storage company.

Duty of disclosure

Before you enter into an insurance contract, you have a duty of disclosure under the Insurance Contracts Act 1984. If we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions. You have this duty until we agree to insure you. You have the same duty to disclose these matters to us before you renew, extend, vary or reinstate an insurance contract.

If you do not tell us something

If you do not tell us anything you are required to tell us, 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.
Goods and Services Tax (GST)
This insurance policy has provision for payment of Goods and Services Tax:

- by you in relation to premiums;
- by us in relation to claims.

The contract between you and Ansvar Insurance
In consideration of payment of your premium, we will insure you under this policy, and as shown in your certificate of insurance. Your insurance commences from the time we accept your proposal or variation and premium and concludes at 4.00pm local standard time on the dates shown in the certificate of insurance.

If the terms of this policy are not observed, cover may be reduced or cancelled.

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General definitions applicable to this policy

Certain words and phrases that appear in this policy in **bold italics** have special meanings as set out below

Where used in this **policy**, **Act of Parliament** shall mean any Act of the Parliament of the Commonwealth of Australia or the State or Territories of Australia, including any subordinate or delegated legislation or regulation made under and any amendment, consolidation or re-enactment of any of those Acts.

**advertising injury** means:
- libel, slander, defamation; or
- infringement of any patent, copyright, title, logo, slogan, design, or trademark; or
- unfair competition, misappropriation of advertising ideas, passing off or style of doing business; or
- any breach of the misleading or deceptive conduct provisions of the Competition and Consumer Act 2012 (Cth) or any Fair Trading or similar legislation; or
- invasion of privacy

committed or alleged to have been committed during the **period of insurance** in any advertisement, publicity, broadcast, telecast, electronic mail, internet, or exhibit and arising out of your advertising or promotional activities or any activities conducted on your behalf in the course of advertising or promoting your **products**, goods or services.

**aggregate limit of liability** means the amount shown in the **certificate of insurance** which is the maximum amount of **compensation we will pay for all occurrences** in any **period of insurance** or other period indicated.

**aircraft** means any vessel, craft or thing made or intended to fly, glide or move in or through the atmosphere or space, or over water, and includes hovercraft.

**asbestos** means asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or any derivatives of asbestos.

**certificate of insurance** means the certificate of insurance attaching to this **policy** or any certificate of insurance subsequently issued during the **period of insurance**, and which shows:
- your operations;
- the sums insured and/or **limits of liability** applicable;
- the premiums payable for this insurance;
- any endorsements to this **policy**.

**claim** means any writ, summons, application, or other originating legal or written demand or arbitral proceedings, cross claim or counter-claim alleging any liability from an **occurrence** issued against and served upon you or any **official**, who is entitled to indemnity under this **policy**.

**Client Protection Policy** means your **written policy for the prevention, reporting and investigation of injury to your clients including sexual abuse in your operations**.

**committee** means any committee established by you, for the internal running of your **operations**, including any auxiliary committee, foundation, trust (other than a superannuation trust), or fundraising committee, or disciplinary, examining or research body or committee, or sporting or social club committee.

**compensation** means monies paid or agreed to be paid (including damages) by judgment, award or settlement (including all legal costs and interest and all other costs, expenses and charges recoverable from you) for any **claims** covered by this **policy**.

**counselling services** means the giving or provision of counselling or advice, to a person in connection with your operations.
defence costs means all reasonable costs and expenses (other than regular or overtime wages, salaries or fees of any official or employee), incurred by us or by you with our prior written consent (such consent not to be unreasonably withheld), including costs incurred by us or by you for legal representation in defending, investigating, attending or monitoring any claim or proceedings, official investigations, examinations, inquiries and the like, or for any subsequent appeals, together with all reasonable costs of bringing such appeals.

discrimination means any actual or alleged breach of State or Federal discrimination law.

employee means any person who is under a contract of service or apprenticeship:
  • with you, or
  • with another employer but seconded to work for you, or
  • with you under a work experience scheme; or
  • is deemed under workers compensation legislation to be in your employ.

excess means the amount you must contribute towards each and every claim under this policy and is shown in the certificate of insurance or any endorsement.

geographic limits means anywhere in the World subject to exclusion 9.

limit of liability means the amount shown in the certificate of insurance which is the maximum amount we will pay for any one claim.

location(s) means the place(s) where you carry out your operations as stated in the certificate of insurance.

medical practitioner means an individual who:
  • is defined as a Medical Practitioner under the National Law or regulations made under the National Law; and
  • is registered under the National Law to practice that profession.

National Law means the Health Practitioner Regulations National Law (Victoria) Act 2009 (Vic) and equivalent legislation enacted in any other State or Territory of Australia.

occurrence means an event or series of events, including continuous or repeated exposure to substantially the same general conditions, which results in personal injury or property damage or advertising injury neither expected nor intended from your standpoint. All personal injury or property damage attributable to one source or original cause shall be deemed to be the result of 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 the result of one occurrence.

official means any past, present or future director, trustee, office bearer, executive, committee member or manager of yours or other person elected by you to represent your organisation and act on behalf of your governing body in directing, managing or supervising your operations. Official does not include a liquidator, external auditor, receiver, receiver and manager, official manager, administrator, registrar, trustee or person administering a compromise or scheme of arrangement of the operations or any employee of such person.

operations means the operations, activities or services specified in the certificate of insurance and includes:
  • the organisation by you of working bees;
  • the provision by you or on your behalf of fire and security services maintained only for the protection of your locations and property belonging to you or for which you are responsible;
  • the provision by you of catering and first aid services for your officials, employees, volunteers, residents in your care and/ or visitors;
  • any activities involving parents or residents committees and/or similar support groups for your benefit;
  • the ownership and/or occupation of location(s) used solely in connection with the activities and services specified in the certificate of insurance;
  • the repair or maintenance of commercial location(s) belonging to you or for which you are responsible;
  • any incidental work undertaken for your benefit or the benefit of any organisation or entity specified in the definition of you, by your employees, volunteers, officials;
  • any other activities or services we have specifically agreed in writing.

penalty shall mean any monetary sum payable by you and required by an order of a court of competent jurisdiction, to any regulatory authority pursuant to any Act of Parliament but excluding:
  • any amounts payable as compensation;
  • any compliance, remedial, reparation or restitution costs;
  • any amounts payable for income tax, customs duties, excise duty, stamp duty, sales tax or any other State or Federal tax or duty;
  • any exemplary or punitive damages;
  • liabilities that are not insurable at law;
  • any legal and other costs associated with the penalties levied on you, and
  • any consequential or economic loss.

period of insurance means the time and date cover under this policy starts to the time and date cover under this policy expires as shown in the certificate of insurance.

personal injury means:
  • bodily injury (which expression includes death, disease or illness), disability, shock, fright, mental anguish or mental injury);
• assault or battery committed by you or at your direction, but only when reasonably necessary for the purpose of preventing or eliminating danger to persons or property;
• the publication or utterance of defamatory or disparaging material, after the commencement of this policy;
• wrongful entry upon, wrongful eviction from or other invasion of right to private occupancy of property;
• invasion of privacy;
• false arrest, wrongful detention, false imprisonment, malicious prosecution or humiliation.

**Policy** means this contract of insurance entered into between you and us.

**Pollutants** means the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant of any type whatsoever including but not limited to smoke, vapour, soot, acids, alkalis, chemicals, fumes, radioactivity from nuclear material or any other toxic or harmful waste (waste includes material to be recycled, reconditioned or reclaimed).

**Product(s)** means anything (after it has ceased to be in your physical custody or control) which is or is deemed by law to have been manufactured, constructed, grown, extracted, produced, processed, assembled, altered, imported or exported, sold, supplied, distributed, installed, erected, serviced, repaired, or treated by you in the course of your operations (including your predecessors in the operations for which you are responsible) and includes:

• the labels, packaging and containers of any product;
• the design, formula or specification of any product;
• directions, markings, instructions, warnings or advice given or omitted to be given in connection with any product.

**Property damage** means:

• physical loss of or damage to tangible property including loss of use resulting therefrom;
• loss of use of tangible property which has not been damaged or destroyed where such loss of use is caused by an occurrence not excluded by the policy, happening during the period of insurance.

**Registered Health Professional** means an individual who:

Is defined as a Health Professional under the National Law or regulations made under the National Law and is required to have their own Professional Indemnity Insurance in order to be registered.

**Senior Counsel** means a barrister in active practice who is entitled to use the post-nominal’s Q.C. or S.C. in any one or more superior courts in Australia or New Zealand.

**Sexual abuse** means any assault or abuse of a sexual nature, sexual molestation, indecent exposure, sexual harassment or intimidation, whether such act is the subject of criminal investigation or not.

**Subsidiary** means any organisation or other incorporated entity which by law is either directly or indirectly under your control and over which you exercise active management and whose accounts are consolidated with your accounts in accordance with the relevant accounting standard.

**Terrorism act** means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division of that nation, or in pursuit of political, religious, ideological, ethnic or similar purposes or reasons to intimidate the public or a section of the public of any nation, by any person or groups of persons whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto, and which:

• involves force or violence against one or more persons, or threat thereof; or
• involves damage to property or injuries to persons; or
• endangers life of persons 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 disrupt an electronic or computer system.

**Tool of trade** means in the case of a vehicle fitted with an item of mechanical, hydraulic and/or pneumatic plant, use of the plant for the purpose for which the item was designed, devised or constructed and not being use of the vehicle solely as a mode of conveyance.

**Vehicle** means any type of machine on wheels or on self laid tracks including trains made or intended to be propelled other than by manual or animal power and any trailer intended to be drawn by such machine. Vehicle does not mean mowers, garden implements and mobility aids.

**Volunteer** means any person who is engaged by you to work or to provide services to you or on your behalf for your benefit in the carrying out of your operations and who receives no remuneration or compensation in money or any other benefit for carrying out their duties for you.

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

**We, us, our** means Ansvar Insurance Limited ABN 21 007 216 506 AFS Licence No 237826.

**Wrongful act** means any actual or alleged breach of duty, breach of trust, neglect, error, misstatement, misleading statement, omission, breach of warranty of authority or other act wrongly committed or attempted by you in the discharge of your duties or any liability asserted against you while acting in the course of your duties in your individual or collective capacities.

**You, your, yours** means:

1. the persons, entities or organisations named as the insured in the certificate of insurance;
2. all your subsidiaries under your control and over which you exercise active management, both existing at the commencement date of the period of insurance and disclosed by you at the time of entering into the policy.
3. any new subsidiary acquired or created by you during the period of insurance through consolidation, merger or purchase of its assets or shares or in respect of which you assume effective control during the period of insurance provided:

3.1 such company, organisation or entity is carrying on substantially the same operations as yours;

3.2 such acquisition or assumption of control increasing your assets under management by more than 10% is reported to us within 90 days after it is effected; and

3.3 we confirm continuation of cover for such new subsidiary company, organisation or entity by endorsement of this policy.

4. the officials, employees and volunteers of the insured designated in 1, 2 or 3 above but only whilst acting within the scope of their duties in such capacity;

5. any official, member or volunteer of:

5.1 social and sporting clubs;

5.2 canteen and welfare organisations;

5.3 first aid, fire and security services;

5.4 residents associations;

5.5 committee,

which is incidental to your operations, formed with the consent of and operating under the control and supervision of the insured designated in 1, 2 or 3 above but only whilst such official, member or volunteer is performing duties or activities in connection with such clubs, organisations, services, committees or associations.

6. every principal in respect of the liability of such principal arising out of the performance of the insured designated in 1, 2 or 3 of this clause of any contract or agreement for the performance of work for such principal, but limited to the scope of the work required by the contract or agreement and subject always to the extent of coverage and limit of liability provided by this policy.

7. any permanent resident of an aged care facility but only if they do not have a separate insurance policy covering their liability for any personal injury or property damage caused by them other than fire damage to the aged care facilities.

8. the committee and members for the time being of an unincorporated association named in the certificate of insurance.

General conditions applicable to the policy

The following conditions apply to this policy.

Additional parties

Where this policy insures more than one party, legal entity or person, it shall apply to each party in the same manner as if a separate policy had been issued to each of them, provided that, in so doing, our limit of liability or the sum insured shown in the certificate of insurance in respect of any one event or claim (and any aggregate limit of liability that may be applicable) for the period of insurance shall not be increased.

Any:

- failure by one party to comply with the duty of disclosure under the Insurance Contracts Act 1984 (Cth); or
- failure by one party to comply with any obligation under this policy; or
- misrepresentation by one party to us before this policy commences, or
- dishonest, fraudulent, criminal or malicious conduct by one party, shall not prejudice the right of the remaining party or parties to indemnity under this policy provided that such remaining party or parties did not have prior knowledge of any such failure, non-compliance, misrepresentation and/or conduct and shall, as soon as practicable after becoming aware of any such failure, non-compliance, misrepresentation and/or conduct advise us in writing of all relevant circumstances.

We agree to waive all rights of subrogation or action which we may be entitled to against any party to whom cover under this policy extends.

Adjustment of premium

Where cover under any section of this policy is arranged on an adjustable basis, you must keep accurate records and make declarations to us so that the necessary adjustment of premium may be applied, subject to us retaining our minimum premium.

Allocation of costs

In the event of a liability claim for which the limit of liability under this policy is insufficient or which is only partly covered by this policy, we will use our best efforts to ensure a fair and proper allocation of the claim and defence costs between insured and uninsured portions.
Authorisation clause

The person(s) authorised to accept this policy of insurance on behalf of you and your officials and other persons or entities insured by this policy, agrees to act on their behalf with respect to the giving and receiving of any notice of cancellation, the payment of premiums, the receiving of any return premiums that may become due and the acceptance of endorsements or other notices.

Cancellation

You may cancel this policy at any time by notifying us in writing. You may be required to pay a cancellation fee if you cancel this policy mid-term, unless cancellation occurs within 21 days of its commencement.

We can cancel this policy in accordance with the Insurance Contracts Act 1984 (Cth). We will be entitled to retain premium for the period during which this policy has been in force.

We may also retain 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 this policy and we have paid or agreed to pay any part of the claim under this policy, and cannot recover.

Estate and legal representatives

This policy will provide cover for the estate or legal representatives of any natural person insured under this policy in the event of their death or legal incapacity, to the extent to which such person would have been entitled to indemnity under this policy had such death or legal incapacity not occurred and provided always that such estate and legal representatives shall observe and be subject to all the terms of this policy so far as they can apply.

Excess

The excess payable by you in respect of each and every claim under this policy is shown in the certificate of insurance or any endorsement and will be deducted from any compensation which you are legally liable to pay before applying any limit of liability under this policy.

The excess also applies to any amount expended by us for defence costs.

Additional excesses may be payable for the following types of claims as detail in the certificate of insurance:

- personal injury claims for contractors/subcontractors
- personal injury claims for volunteers
- others as applied by us

Goods and Services Tax

You must inform us of the extent to which you are entitled to an Input Tax Credit (ITC) for the premium each time that a claim is made under this policy. No payment will be made to you for any GST liability that you may acquire on the settlement of a claim if you have not informed us of your entitlement or correct entitlement to an ITC.

Notwithstanding anything contained in this policy, our liability in respect of a claim under this policy will be calculated taking into account any Input Tax Credit (ITC) to which you are entitled for any acquisition relevant to a claim, or to which you would have been entitled if you were to have made the relevant acquisition.
If the **limit of liability** is not sufficient to cover your loss, we will only pay GST (less any relevant ITC) that relates to your proportion of your loss. We will pay the GST amount in addition to the **limit of liability**, sub limit of liability or any sum insured.

For the purposes of this General condition, ‘GST’, ‘ITC’, ‘acquisition’ and ‘supply’ have the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999*.

**Headings**

In this **policy**, unless the context otherwise requires, headings are merely descriptive and not to aid interpretation.

**Jurisdiction**

This **policy** shall be governed by and construed in accordance with the laws of Australia. Any dispute shall be resolved in accordance with the laws of Australia.

**Monthly installments**

You may pay your premium by monthly instalments direct from a financial institution or from your credit card. You should note that this may incur an additional cost. However, if any monthly instalment is dishonoured by your financial institution this **policy** may not operate. We may refuse to pay a claim in whole or in part if, at the date of a loss or claim, any monthly instalment has remained unpaid for at least 14 days, unless we have agreed otherwise in writing.

If we settle your claim by paying the full limit of liability of this **policy**, we will deduct any outstanding instalments from the amount we pay on your behalf.

Should the financial institution holding your account return or dishonour a direct debit payment due to lack of funds in your account, we will charge you for any direct or indirect costs which we incur arising from the payment being returned or dishonoured.

**Non accumulation**

Where a party insured under this **policy** is also entitled to indemnity under another insurance policy issued by us, the respective limits of liability of the policies shall not be increased by virtue of the existence of such other insurances and, in the event of a claim arising, our maximum limit of liability shall be equivalent to the highest limit of liability under the respective policies.

**Precautions by you**

*You* are required to:

- ensure your location(s) that are not being used or occupied for extended periods of time are kept secured and are maintained in a reasonable condition of upkeep;
- take all reasonable precautions to prevent loss, damage or injury to third parties and their property;
- comply with all statutory obligations, regulations and safety requirements imposed by any authority;
- take reasonable action at your own expense 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 any such products subject to government or statutory ban.

**Service of legal process**

You may effect service of any legal process on us in connection with this **policy** by delivering that process by hand or by post to the address for service stated in the certificate of insurance and such service shall be deemed to be personal service upon us.

**Third party interests**

You cannot transfer interests in this **policy** without our written consent.

All persons entitled to any benefit under this **policy** are bound by the terms of this **policy**.

We insure those interests you notify to us when we issue cover or which are notified to us during the currency of this **policy** and which we agree to insure or which are imposed by law.

**Claims conditions applicable to this policy**

The following conditions (claims conditions) apply to all sections of this **policy**.

**Your responsibility when making a claim**

Following any event which results in personal injury, property damage or advertising injury, and which may or is likely to give rise to a claim under this **policy**, it is your responsibility to advise us by telephone, email, internet, letter or in person as soon as reasonably possible but no later than 30 days after this occurs and promptly provide any information we request.

A claim form may be sent to you to provide the information we may require. You must complete and return this form promptly. Alternatively, we may appoint a loss adjuster, lawyer or investigator to make enquiries on our behalf and you must co-operate fully with any such appointee.
Letters of demand, other proceedings

You must forward to us every letter of demand, writ, summons, or legal process of any description immediately upon receipt or service thereof and must immediately inform us in writing of any prosecution, inquest or fatal accident inquiry of which you are given notice.

You are required at your expense:

- to take all reasonable steps to prevent or minimise any personal injury, property damage, or advertising injury or from any other liability to pay compensation covered by this policy and to prevent further claims arising out of the same or similar conditions;

- to use your best endeavours to preserve and make available for our testing and inspection any of your property, products, appliances, plant, machines, equipment, computers, files, notes, memoranda, or other documents or any other things which might prove necessary or useful by way of evidence in any way connected with any claim, and

- so far as may be reasonably practicable, with due regard to safety, to permit no alteration or repair to any building, fencing, machinery, furnishings, fittings, appliances or plant without our consent.

In the event of a dispute between us and you, or between us and any official about whether legal proceedings should be contested, a senior counsel (mutually agreed upon by us and you or the official or, in default of such agreement, selected by the chairperson or president of the local Bar Council) will be retained to advise on whether such proceedings should be contested. In formulating his or her advice, senior counsel shall take into consideration the economics of the matter, having regard to the damages and costs which are likely to be recovered by the plaintiff, the likely defence costs and the prospects of you or the official successfully defending the action.

The costs of such senior counsel’s opinion shall, for the purpose of this section, be regarded as part of the defence costs. In the event that counsel advises that, having regard to all the circumstances, the matter should not be contested but settled within certain limits which, in senior counsel’s opinion, are reasonable, then you or the official shall not object to any such settlement and shall co-operate with us to effect such settlement in accordance with this policy.

Settlement of claims

We may take legal action in your name against any person, other than any person entitled to cover under this policy, to recover any payment which we have made or may make to you or on your behalf under this policy whether or not we have fully indemnified you for the loss or damage which gave rise to the claim. We will be entitled to conduct and settle any claim brought in your name. You must give us all information and assistance that we may require in conducting or settling any such claim.

We shall be entitled to attend any inquest or fatal accident inquiry in respect of which there may arise any claim under this policy.

If you refuse to consent to any settlement recommended by us and elect to contest or continue any legal proceedings in connection therewith, our liability for the claim shall not exceed the amount for which the claim could have been settled, less the applicable excess, plus costs and expenses incurred with our prior consent up to the date of such refusal.

If at the time any claim arises under this policy, there is other insurance in force covering the same liability, you must promptly notify us of the full details of such other insurance, including the identity of the insurer and the policy number, and such further information as we may reasonably require.

Fraudulent claims

As a protection for all insurance policyholders, we will take legal action against any person who makes a fraudulent claim.
General Public & Products Liability Insurance - Coverage

What is covered

We will cover you against your legal liability to pay compensation in respect of:

1. personal injury, and/or
2. property damage, and/or
3. advertising injury,

happening within the geographic limits and caused by an occurrence in connection with your operations or your products during the period of insurance.

The costs of any first aid rendered to persons who suffer personal injury, at the time of an occurrence will also be covered.

What is not covered

We will not cover you under this policy for any liability to pay compensation directly or indirectly caused by or contributed to by or resulting from or arising out or in connection with:

1. Aircraft
   1.1 the ownership, possession, manufacture, maintenance, repair, operation or use by you of any aircraft;
   1.2 the operation of any aircraft landing pad or strip, airfield or airport;
   1.3 the use of your products with your knowledge:
      1.3.1 as aircraft component parts used for maintaining an aircraft in flight or moving upon the ground;
      1.3.2 for incorporation into the hull, controls or machinery of any aircraft;
   1.4 the fuelling or refuelling of any aircraft by you or on your behalf.

2. Advertising Injury
   advertising injury caused by or resulting from:
   2.1 any statements or publication, including those which are defamatory or malicious, made by you or at your direction with knowledge of the falsity thereof;
   2.2 any mistake in the advertised price of your products or services;
   2.3 any failure of your products or services to conform with advertised or represented performance, quality, fitness or durability;
   2.4 any incorrect description of your products or services;
   2.5 any deliberate breach of copyright, infringement of any trademark, service mark, or trade name on any of your products or services, including any passing off of your products or services as those of a third party;
   2.6 any conduct, activity or omission by any insured organisation or entity whose principal business is advertising, broadcasting, publishing or telecasting;
   2.7 any breach of contract, but this exclusion shall not apply to misappropriation of advertising ideas under an implied contractual term.

3. Asbestos
   asbestos in whatever form or quantity but this exclusion shall not apply to any claim for personal injury which is unrelated to the inherently hazardous nature of asbestos.
4. Building Demolitions or Construction Work

demolition or construction work (including additions or alterations to or erection of buildings), except demolition, construction, alterations and additions not exceeding 12 metres in height and/or not exceeding $500,000 or any other such amount specified in the certificate of insurance for the total cost of the job or project.

5. Contractual Liability

5.1 any liability or obligation assumed by you under any contract, warranty or agreement unless such liability or obligation;

a. would have attached to you in the absence of such contract, warranty or agreement;

b. arises under any written rental, lease or hiring agreements of real or personal property, other than with respect to any term or condition contained in such rental, lease or hiring agreement that requires you to insure such property;

c. arises under a warranty of fitness of your products implied by law;

d. arises under any written contract with any authority or entity responsible for the supply of electricity, fuel, gas, natural gas, air, water, sewerage reticulation control systems, waste disposal facilities, telephone and communication services or other essential services, except those contracts in connection with work done for such authorities or entities;

e. arises under any contract, warranty or agreement to indemnify or not to seek contribution, recovery or indemnity from a Statutory Authority, Government Agency or Government Department, provided;

i. Your obligation to indemnify or not seek contribution from the Statutory Authority, Government Agency or Department does not extend to the negligent acts, negligent omissions or negligent defaults of the Statutory Authority, Government Agency or Department;

ii. You are allowed to seek indemnity, recovery or contribution from the Statutory Authority, Government Agency or Department for any of negligent acts, negligent omissions or negligent defaults of the Statutory Authority, Government Agency or Department;

iii. The agreement relates to the provision of goods, services, facilities and/or funding relating to your operations;

5.2 any liability or obligation assumed by you under any contract, warranty or agreement to indemnify or not to seek contribution, recovery or indemnity from a Statutory Authority, Government Agency or Government Department irrespective of any negligent acts, negligent omissions or negligent defaults of the third party except where cover is provided under Optional Extension 5 of this policy and you paid any additional premium;

5.3 any liability or obligation assumed by you under any other contract, warranty or agreement not mentioned in 5.1e or 5.2 above unless specified in the certificate of insurance as having been agreed by us.

6. Employer’s Liability and Employment Practices

6.1 any personal injury to any employee 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;

6.2 any liability imposed by 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;

6.3 any mental anguish suffered by any employee arising out of or in the course of his/her employment by you;

6.4 any personal injury arising out of the harassment, libel, slander, defamation or humiliation of, victimisation of, or discrimination against, any employee whilst in your employment;

6.5 the hiring, promotion, alleged wrongful or unfair dismissal, misleading representation, or advertising, demotion of, or discrimination against an employee.

7. Faulty Workmanship

7.1 the performing, completing, correcting, modification, repairing, re-doing, replacing, reinstallation or improving of any work or service
undertaken by you or on your behalf. This exclusion shall not apply to liability to pay compensation for damage to other property resulting from such work or service;

7.2 the adjustment, disposal, repair, reconditioning, removal or replacement of your products or in making any refund on the price paid for any of your products.

8. Fines and Penalties

any fines, penalties, punitive, exemplary, aggravated, liquidated or multiplication of compensatory damages, taxes, levies, impost or duties imposed by a court of law or under any statute, regulation or other legislation except to the extent that cover is provided under Automatic Extension 2 of this policy.

9. Geographic Limits

9.1 any claim made and/or legal action or proceeding instituted within the United States of America and/or Canada or any other territory coming within the jurisdiction of the courts of the United States of America and/or Canada;

9.2 any claim made and/or legal action or proceeding to which the laws of the United States of America and/or Canada apply;

9.3 any claim made and/or legal action or proceeding instigated within any country, state or territory outside Australia that require insurance to be arranged or secured with an insurer or organisation licensed in that country, state or territory to grant such insurance.

Provided that exclusion 9.1 and 9.2 shall not apply to any claim(s) in connection with your products exported to the United States of America and/or Canada without your knowledge.

Provided that these exclusions 9.1, 9.2 and 9.3 shall not apply to such claim and/or legal action or proceeding arising from the temporary presence outside Australia of any person who is not performing any manual or supervisory work whatsoever whilst in the United States of America and/or Canada or any other territory coming within the jurisdiction of the courts of the United States of America and/or Canada.

10. High Risk Activities

10.1 any of your operations or any other activities organised by you which involve any of the following: motor races, motor rallies, motor speed tests, canyoning, caving, rifle/firearms, shooting, aircraft, hang gliding, parachuting, para gliding, white water canoeing/kayaking/rafting (above class 2 rapids), scuba diving, dune buggies, vertical and horizontal bungee jumping, hot air ballooning, gladiator games, unsupported rock climbing, go karts, motocross, martial arts or boxing activities.

Provided that this exclusion 10.1 shall not apply to such of the above activities that we have agreed by endorsement to this policy to cover subject always to the terms and conditions of the endorsement and the terms, conditions and exclusions of this policy and to the limit of liability specified in the certificate of insurance.

10.2 any of your operations or any other activities organised by you which involve the use of mechanical amusement devices or rides involving animals.

Provided this exclusion 10.2 shall not apply to your vicarious liability arising from the hire and use of such devices or animals from other parties provided that you have obtained certificates of insurance confirming such parties hold valid liability insurance policies covering them for a minimum of $5,000,000 any one occurrence.

Provided this exclusion 10.2 shall not apply to model railways used for amusement rides or coin operated amusement rides that are fitted to the ground surface, operate at low speed, are designed for young children and used under adult supervision.

11. High Hazard Products

any of your products that are:

11.1 veterinary products which are required to be prescribed and administered by a qualified veterinarian;

11.2 fire works, ammunition, fuses, cartridges, gun powder, nitroglycerin or any explosives (other than the sale or supply of fertiliser, fuel, or ammonium nitrate provided it is incidental to your main operation;

11.3 medicines which are required to be prescribed by a registered medical practitioner;

11.4 herbicides, insecticides, defoliants or stock feed;

11.5 tobacco;
11.6 blood and/or blood components as defined within the *Therapeutic Goods Act 1989* (Cth);

11.7 second-hand electrical goods unless appropriately tested and certified as complying with any applicable legislation, regulations or standards.

12. **High Hazard Operations**

   any of your operations that involve:

12.1 the manufacture, storage, filling, breaking down or transport of fireworks, ammunition, fusees, cartridges, gun powder, nitroglycerine or any explosives unless purely incidental to your main operations;

12.3 the manufacture, storage, filling, breaking down or transport of gases and/or air under pressure in containers, other than the storage and transport of:

   • butane or other cooking gases when contained in low pressure containers; and
   • medical gases used in health care facilities or by organizations that provide assisted living care subject to the storage and transport of medical gases being compliant with Australia safety standards.

12.4 the manufacture, importing or exporting of vehicles.

13. **Information Technology**

13.1 your use or design of computer systems or programs but this exclusion shall not apply to liability to pay compensation arising out of:

   a. your normal everyday use of the internet for email, intranet and associated activity;
   b. any material on your website in support of your products or services;

13.2 any damage to any computer, computer data, programs or storage media involving the use or provision by you or on your behalf of:

   13.2.1 any computer hardware or software;
   13.2.2 any computer or telecommunications services;

13.3 any computer hardware or software of any third party, whether authorised or unauthorised, including any damage caused by any computer virus.

14. **Intentional Acts, Improper Benefit**

14.1 any intentional or wilful act or omission, or any fraudulent or dishonest act by you, your officials, employees and volunteers except as where specifically provided for; or

14.2 any official having improperly benefited from securities transactions as a result of information that was not available to other sellers and/or purchasers of such securities; or

14.3 any official having gained any personal advantage to which he/she was not legally entitled.

Provided this exclusion shall only apply to the extent that the officials relevant conduct has been established by a judgment or other final adjudication.

15. **Exports to and Goods Manufactured in the United States of America and/or Canada**

   your products if they are:

15.1 manufactured, constructed, installed, erected, assembled, maintained, amended, enhanced, altered or otherwise processed, serviced, repaired or treated by you in the United States of America and/or Canada; or

15.2 sold, supplied or distributed in the United States of America and/or Canada.

Provided that exclusion 15.2 shall not apply to any claim(s) in connection with your products exported to the United States of America and/or Canada without your knowledge.

16. **Loss of Use**

   Loss of use of tangible property which has not been physically damaged or destroyed resulting from:
What is not covered continued

16.1 a delay in or lack of performance by you or on your behalf of any contract or agreement;

16.2 the failure of your products to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by you.

Provided that this exclusion 16.2 shall not apply to the loss of use of other tangible property resulting from the sudden, unexpected and unintended physical damage to or destruction of your products after such products have been put to use by any person or organisation other than you.

17. Nuclear

17.1 ionising radiations or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel.

For the purposes of this exclusion only, combustion shall include any self-sustaining process of nuclear fission;

17.2 nuclear weapons materials.

18. Pollution

18.1 the discharge, dispersal, release, seepage, migration or escape of pollutants into or upon land, the atmosphere, or any water course or body of water;

18.2 the removal, nullification or cleaning up of pollutants;

18.3 the prevention of the escape of pollutants.

Provided that these exclusions shall not apply to liability to pay compensation which arises from a sudden, identifiable, unintended and unexpected event referred to in 18.1, 18.2 or 18.3 which takes place in its entirety at a specific time and place within one period of insurance outside the United States of America and/or Canada.

19. Product Defect

property damage to your products if the damage is attributed to any defect in them or to their harmful nature or unsuitability.

20. Product Recall

the withdrawal, recall, inspection, repair, replacement or loss of use of your products or any property of which they form a part, if such products or property are withdrawn from the market or from use because of any known or suspected defect, deficiency, inadequacy or dangerous conditions in them.

21. Professional Liability

21.1 the rendering of or failure to render professional advice or service by any Medical Practitioner, midwife or Registered Health Professional who is required to have Professional Indemnity Insurance in order to be registered as defined by the National Law for any error or omission connected therewith or any claim made against any such person;

Provided that exclusion 21.1 shall not apply to your vicarious liability arising from the appointment or engagement of such Medical Practitioner, midwife or Registered Health Professional.

21.2 the rendering of or failure to render professional advice or service by you or any error or omission connected therewith, except to the extent that cover is provided under Automatic Extension 1 or Optional Extension 3 of this policy;

21.3 the rendering of or failure to render counselling services by you or by anyone appointed or authorized by you, or any error or omission connected therewith, except as provided in Automatic Extension 1 of this policy.

22. Property in Physical or Legal Control

any property damage to:

22.1 property owned by you;

22.2 property undergoing any process or being worked on by you, or;

22.3 property in your physical or legal control.

Provided that this exclusion shall not apply to property damage to:
What is not covered continued

a. leased or rented location(s) (including fixtures and fittings) not owned by you;
b. location(s) at which you are undertaking work in connection with your operations and the content of such location(s) which are in your physical or legal control;
c. vehicles (including spare parts and accessories thereon) not belonging to or used by you in connection with your operations whilst within a car park belonging to or under your control, provided the car park is not used for any commercially operated carpark where a fee is charged or motor trade purposes;
d. property belonging to any persons authorised to be on your location(s) for the limit of liability as specified in your certificate of insurance;
e. any other property not mentioned in clauses a. to d. above which is in your physical or legal control and in which case our limit of liability for any one claim arising from any one occurrence and in the aggregate for all such claims in any one period of insurance will be limited to $250,000 or any other such amount specified in your certificate of insurance.

23. Public Demonstrations, Rallies or Protests

property damage and/or personal injury caused by participants in any public demonstration rally or protest organised or attended by you.

24. Sexual Abuse

any actual or alleged sexual abuse, except where cover is provided under Optional Extension 1 of this policy and you have paid an additional premium.

25. Specific Medical/Dental Procedures

25.1 the performance of any tracheostomy, provided this exclusion shall not apply to the activities associated with tracheostomy care.

25.2 the provision of general anaesthesia;

25.3 the performance or recommendation of any operation to produce sterility, unless pathologically indicated;

25.4 the use of drugs for weight reduction; or

25.5 the performance by dentists and dental surgeons of any procedure carried out under general anaesthetic.

26. Terrorism

any terrorism act, regardless of any other cause or event contributing concurrently or in any other sequence to the liability or loss, or any action taken in controlling, preventing, suppressing, retaliating against, responding to or in any way whatsoever relating to a terrorism act.

27. Vehicles

the ownership, possession, maintenance, operation or use by you of any vehicle:

27.1 which is registered or required to be registered by virtue of any legislation (whether or not such registration has been effected or renewed); or

27.2 in respect of which compulsory statutory liability or accident compensation indemnity insurance is required by virtue of any legislation (whether or not such insurance has been effected or renewed or its terms and conditions complied with).

Provided always that these exclusions shall not apply to:

a. liability for personal injury where such compulsory statutory liability or accident compensation indemnity insurance scheme:
   i. does not indemnify you for such liability;
   ii. does not provide indemnity for such liability for reasons that do not involve a breach by you of the relevant legislation or your failure to lodge a claim against the particular scheme;

b. liability arising out of the loading or unloading of goods to or from a vehicle;

c. use of a vehicle as a tool of trade;
d. liability which attaches to you by reason of the operation or use of a vehicle belonging to you by any person without your consent and for which you have no indemnity under any other policy of insurance.

28. Watercraft

the ownership, possession, manufacture, maintenance, repair, operation or use by you of any watercraft exceeding 12 metres in length, other than your liability arising out of the use of:

a. watercraft operated and owned by others and used by you for business entertainment;

b. floating jetties and/or floating pontoons and/or buoys.

29. War, Confiscation

29.1 war, civil war, invasion, act of foreign enemy, hostilities (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power;

29.2 confiscation, lawful seizure, nationalisation, requisition of, or damage to, property by or under the order of any government or public or local authority (other than damage caused in the process of preventing or diminishing imminent damage covered by this policy to any insured property)

How much we will pay

Limit of Liability

Except where we agree otherwise in writing, the cover we provide under this policy shall not exceed the applicable limit of liability shown in the policy or in the certificate of insurance or any endorsement for any one occurrence.

For legal liability arising out of your products, Automatic Extensions and Optional Extensions, the maximum we will pay in respect of any one claim or series of claims arising out of any one occurrence and in the aggregate for all such claims during any one period of insurance is the limit of liability specified in the policy or in the certificate of insurance.

Additional Payments

We will make the following additional payments in addition to the limit of liability or any sub limit of liability applicable under this policy:

- All reasonable defence costs incurred with our prior consent even if any of the allegations of such claim or suit is groundless, false or fraudulent. Such costs may include but are not limited to:
  - the legal costs incurred by you with our consent for representation at any Coronial Enquiry, any proceedings in any court or tribunal, 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.

- loss of salaries or wages nett of taxable income because of your attendance at hearings or trials at our request, subject to such loss not be recoverable from any other source.

- All expenses incurred by you for emergency first aid rendered to third parties at the time of an occurrence covered by this policy.

- The expenses incurred by you associated with 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 required to avoid further injury or damage as a result of an occurrence covered by this policy.

Provided always that:

- where the amount required to settle a claim exceeds the limit of liability or applicable sub limit of liability, our liability to make the Additional payments will be limited to that proportion of the Additional payments as the limit of liability or sub limit of liability bears to the amount required to settle the claim;

- the additional payments made in connection with claims and/or actions instituted against you in the United States of America and/or Canada or to which the laws of the United States of America and/or Canada apply will form part of the limit of liability or applicable sub limit of liability and will not be additional to the limit of liability or applicable sub limit of liability.
### Automatic extensions

<table>
<thead>
<tr>
<th>What is covered</th>
<th>What is not covered</th>
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</thead>
<tbody>
<tr>
<td><strong>1. Counselling Services</strong>&lt;br&gt;You<strong>s legal liability to pay compensation</strong> in respect of personal injury caused by any act, error or omission committed or alleged to have been committed during the period of insurance by anyone appointed or authorised by you to provide counselling services in connection with your operations. This extension covers any persons appointed or authorised by you to provide counselling services separately in the same manner and to like extent as though cover under this extension had been issued in their separate names but subject always to the terms and conditions of this policy and our sub limit of liability not being increased. For the purposes of this extension:&lt;br&gt;1.1 all causally connected or interrelated acts, errors or omissions shall jointly constitute a single act, error or omission;&lt;br&gt;1.2 where a single act, error or omission gives rise to more than one claim, all such claims shall claims shall jointly constitute one claim.&lt;br&gt;&lt;br&gt;<strong>NOTE:</strong> It is a condition of the cover under this extension that you must take all reasonable care and diligence in the selection, appointment and supervision of persons undertaking counselling services on your behalf.</td>
<td><strong>We will not:</strong>&lt;br&gt;• pay more than $1,000,000 (including defence costs) or any other such amount specified in the certificate of insurance for any one claim and in the aggregate for all claims in any one period of insurance;&lt;br&gt;• cover liability to pay compensation for any claim that is insured under any other insurance policy except in excess of the limit of liability under such policy.</td>
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<tr>
<td><strong>2. Indemnifiable Fines and Penalties</strong>&lt;br&gt;Notwithstanding ‘What is not covered 8. Fines and penalties’ and on the basis that you do not have a Directors or Officers, Management Liability or similar contract of insurance, we will indemnify you against any penalty insurable at law and payable by you upon conviction for an offence under the Education and Care Services National Regulations (2011) arising from criminal proceedings:&lt;br&gt;• first brought against you during the period of insurance; and&lt;br&gt;• notified to us during the period of insurance; and&lt;br&gt;• which arises from a wrongful act committed or alleged to have been committed by you.&lt;br&gt;&lt;br&gt;<strong>Compensation</strong> under this extension shall mean any monies payable or agreed by us to be paid (including damages) by judgment, award or settlement including all charges, expenses and legal costs recoverable from you. It does not include the costs of complying with any non-monetary relief.</td>
<td><strong>We will not:</strong>&lt;br&gt;• provide indemnity for any penalty arising out of your failure to comply with any lawful consent, demand, determination, notice, order, or the like issued under the Education and Care Services National Regulations (2011);&lt;br&gt;• pay more than $100,000 (including defence costs) any one period of insurance.</td>
</tr>
</tbody>
</table>
Optional extensions

(Only applicable if the certificate of insurance shows you have selected the Optional extension and you have paid any additional premium)

<table>
<thead>
<tr>
<th>What is covered</th>
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</thead>
<tbody>
<tr>
<td><strong>1. Sexual Abuse</strong></td>
<td>any liability to pay compensation where;</td>
</tr>
<tr>
<td>Your legal liability to pay compensation in respect of personal injury for sexual abuse first committed or alleged to have been committed during the period of insurance where the perpetrator of the sexual abuse was</td>
<td></td>
</tr>
<tr>
<td>1.1 a representative, member, employee, volunteer or service provider of yours; and</td>
<td>1. the sexual abuse is committed with your consent or knowledge.</td>
</tr>
<tr>
<td>1.2 you had in place the necessary client protection policy required by us and/or by legislation to limit or prevent such abuse.</td>
<td>2. the sexual abuse is committed by you against any official or employee.</td>
</tr>
<tr>
<td>Provided always that:</td>
<td>3. any of your officials knew or ought reasonably to have known that the perpetrator of the sexual abuse had previously:</td>
</tr>
<tr>
<td>1. This extension does not provide cover to the actual perpetrator of any sexual abuse.</td>
<td>3.1 committed sexual abuse, and/or</td>
</tr>
<tr>
<td>2. If one person suffers sexual abuse on more than one occasion, then all acts of sexual abuse of this person are to be treated as one occurrence notwithstanding that they occurred within different periods of insurance.</td>
<td>3.2 been convicted of committing sexual abuse, and/or</td>
</tr>
<tr>
<td>3. The date of the first incidence of sexual abuse against a person is deemed as the date of the occurrence for the purposes of this policy.</td>
<td>3.3 whilst being a representative, member, employee, volunteer or service provider of yours, been the subject of a prior complaint or reasonable suspicion in respect of a sexual abuse which had not been dealt with by you in accordance with your client protection policy.</td>
</tr>
<tr>
<td>For the purposes of Exclusion 3.3 above, reasonable suspicion means fair and practical reason to believe an incident involving sexual abuse has occurred.</td>
<td></td>
</tr>
<tr>
<td>We will not:</td>
<td>4. you have engaged or appointed the perpetrator of the sexual abuse as a new contractor to perform duties on your behalf, employee or volunteer, without making the investigations required under any legislation and pursuant to your client protection policy.</td>
</tr>
<tr>
<td>• pay any costs beyond those incurred within a three month period from the date of the commencement of the investigation;</td>
<td>5. the amount of the compensation exceeds the limit of liability specified in your certificate of insurance for sexual abuse.</td>
</tr>
<tr>
<td>• pay more than $20,000 for any one claim and in the aggregate for all claims in any one period of insurance.</td>
<td></td>
</tr>
</tbody>
</table>

Optional extensions

Reimbursement of additional salary/wages associated with engaging an additional staff member to replace an existing staff member who has been stood down whilst being investigated for allegations of sexual abuse. Provided that:

- You have selected Optional Extension 1 of this policy and that the alleged sexual abuse is not excluded as detailed under “What is not covered” in Optional Exclusion 1.
- Cover only applies to the additional wages/salary costs incurred by you whilst the investigation is taking place and whilst both employees remain on your payroll.

We will not:

- pay any costs beyond those incurred within a three month period from the date of the commencement of the investigation;
- pay more than $20,000 for any one claim and in the aggregate for all claims in any one period of insurance.
## Optional extensions

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<tr>
<td><strong>3. Medical Malpractice</strong></td>
<td>any legal liability for <em>compensation</em> which exceeds the <em>limit of liability</em> as stated in your certificate of insurance, for Medical Malpractice.</td>
</tr>
<tr>
<td><em>Your</em> legal liability to pay <em>compensation</em> in respect of <em>personal injury</em> caused by any act, error or omission or conduct by any nurse or other health care provider who is not required to be registered by <em>National Law</em> or any <em>volunteer</em> involving the rendering of medical services during the <em>period of insurance</em>.</td>
<td></td>
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</tbody>
</table>

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<tr>
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</tr>
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<tr>
<td><strong>4. Retroactive Liability (Prior Claims Made)</strong></td>
<td>the indemnity granted by this extension shall not apply to:</td>
</tr>
<tr>
<td>Where <em>you</em> have</td>
<td>1. any event or circumstance if <em>you</em> had no insurance policy in force at the time of the <em>occurrence</em>;</td>
</tr>
<tr>
<td>1. had previous continuous <em>claims</em> made public and/or <em>products</em> liability insurance cover and provided <em>us</em> with documentary evidence of <em>your</em> current retroactive date under such cover;</td>
<td>2. a <em>claim</em> or <em>claims</em> arising from any <em>known circumstance</em>;</td>
</tr>
<tr>
<td>2. provided <em>us</em> with a confirmation of no known or reported <em>claims</em> prior to the inception of this <em>policy</em>.</td>
<td>3. any event or circumstance if written notice of such has been given and accepted under any public and/or <em>products</em> policy the term of which had expired prior to the inception of this <em>policy</em>.</td>
</tr>
<tr>
<td>then notwithstanding the requirement under this <em>policy</em> for the <em>occurrence</em> to happen during the <em>period of insurance</em>, we will indemnify <em>you</em> in accordance with the provisions which follow and the other applicable terms, definitions, exceptions, conditions and provisions set out in the <em>policy</em>, for <em>your</em> legal liability to pay <em>compensation</em> as a result of any <em>claim(s)</em> first made against <em>you</em> during the <em>period of insurance</em> and notified to <em>us</em> in writing during that <em>period of insurance</em> in respect of:</td>
<td>4. any event or circumstance where <em>you</em> would be entitled to indemnity under this <em>policy</em> solely by reason of the operation of this retroactive liability (<em>prior claims made</em>) extension and <em>you</em> would also have been entitled to indemnity under the prior <em>claims</em> made insurance or other liability insurance policy at the time of the <em>occurrence</em>, but are prevented from doing so by reason of, but not limited to:</td>
</tr>
<tr>
<td>1. <em>personal injury</em>, and/or</td>
<td>a. the inability to recover losses by virtue of exclusions or any other condition under the prior Public and/or <em>Products</em> or other liability policy;</td>
</tr>
<tr>
<td>2. <em>property damage</em>, and/or</td>
<td>b. the inability to recover the full amount of loss by virtue of inadequate limits under the prior Public and/or <em>Products</em> or other liability policy, or;</td>
</tr>
<tr>
<td>3. <em>advertising injury</em>.</td>
<td>c. the failure of <em>your</em> past insurers.</td>
</tr>
<tr>
<td>happening within the <em>geographic limits</em> and caused as a result of an <em>occurrence</em> in connection with your <em>occupation</em> or <em>your products</em> during the <em>retroactive liability period</em> immediately preceding the inception of this <em>policy</em>.</td>
<td>5. <em>Our</em> liability under this Retroactive Liability (Prior <em>Claims</em> Made) Extension shall not exceed the cover, <em>limit of liability</em> and <em>aggregate limit of liability</em> provided by <em>your</em> previous insurer and insurance policy at the time <em>your</em> previous insurance policy was replaced by this <em>policy</em> and is stated in your certificate of insurance under this Retroactive Liability (Prior <em>Claims</em> Made) Extension;</td>
</tr>
<tr>
<td>For the purpose of this extension, the following Definitions apply:</td>
<td></td>
</tr>
<tr>
<td><em>known circumstance</em> means any fact, situation, event or circumstance which <em>you</em> were aware of prior to the inception of this <em>policy</em> and which a reasonable person would have considered at any time might result in a <em>claim</em> covered under a liability insurance policy.</td>
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*Ansvar Insurance Limited. General Public and Products Liability Insurance Policy AUSPOLGPL 310313 V2.4*
**Optional extensions**

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| **4. Retroactive Liability continued.**  
  retroactive liability period means the period of time from the date you started your business or the date you first purchased claims made public and products liability insurance coverage, which ever is the later, to the inception date of this policy during which you held continuous Claims Made Public and Products Liability insurance coverage.  
  NOTE:  
  1. If this extension is applied to sexual abuse cover as shown in the certificate of insurance, this extension does not provide cover to the actual perpetrator of any sexual abuse.  
  2. If one person suffers sexual abuse on more than one occasion, then all acts of sexual abuse of this person are to be treated as one occurrence notwithstanding that they occurred within different periods of insurance. | **6. Our limit of liability in respect of any sexual abuse claim shall not exceed limit of liability as stated in your certificate of insurance, for sexual abuse under this Retroactive Liability (Prior Claims Made) Extension plus costs with an aggregate of $2,000,000 any one period of insurance.**  
  7. If this extension is applied to sexual abuse cover, as stated in the certificate of insurance, 1, 2, 3.1 and 3.2 which apply to the Sexual Abuse Optional Extension 1 also apply to this Retroactive Liability (Prior Claims Made) Extension 3. |
| **5. Contractual Liability**  
  Legal liability assumed by you under any contract, warranty or agreement with a Statutory Authority, Government Agency or Department that you will;  
  a. indemnify; and/or  
  b. not seek indemnity, recovery or contribution from;  
  the Statutory Authority, Government Agency or Department, irrespective of any negligent acts, negligent omissions or negligent defaults of the Statutory Authority, Government Agency or Department, provided the contract, warranty or agreement relates to the provision of goods, services, facilities and/or funding relating to your operations.  
  Provided this extension is subject always to the standard policy terms, conditions and exclusions. | |
| **6. Member to Member Liability**  
  The definition of you, your, yours is extended to indemnify all members of your organisation, your guests and visitors to your organisation in respect of claims against any of them by any other member or guest or visitor to the organisation arising in connection with the activities of the organisation.  
  Provided that indemnity granted to any such member shall only apply in respect of any amount in excess of that provided by any other policy of insurance under which the said member is entitled to indemnity.  
  Provided this extension is subject always to the standard policy terms, conditions and exclusions. | |
## Optional extensions

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<tr>
<td><strong>7. Trauma Counselling Costs Extension</strong></td>
<td><strong>We will not:</strong></td>
</tr>
<tr>
<td>Reimbursement of your costs to provide trauma counselling services to insured persons, employees or members of the public who have witnessed the accidental, unexpected and unforeseen traumatic death or significant physical impairment of a person on your premises or in your care.</td>
<td>• pay more than $10,000 for any one claim and in the aggregate for all claims in any one period of insurance.</td>
</tr>
</tbody>
</table>

Provided that:

- the trauma counselling services are deemed necessary in the reasonable opinion of your managing director or chief executive officer to prevent damage to your reputation and/or to assist with prevention of long term psychological disorders.
- The trauma counselling services are being provided by a professional Trauma Counselling Service provider, independent to the insured and;
- The trauma counselling service provider is engaged within a 30 day period immediately following the day on which the event occurred.