GENERAL AND PRODUCTS LIABILITY INSURANCE POLICY

FOR

NOT-FOR-PROFIT ORGANISATIONS



Aon Risk Services Australia Limited
ABN 17 000 434 720

General and Products Liability Insurance

1. The Indemnity

Coverage: In consideration of the **Named Insured** having paid or agreed to pay the **Premium** and subject to the terms, **Definitions**, **Exclusions**, **Conditions**, provisions and **Limits of Liability** set out in this **Policy**, the **Insurer** will indemnify the **Insured** against the legal liability of the **Insured** to pay:

1.1 **Compensation** in respect of:

1.1.1 **Injury** to any person;

1.1.2 **Property Damage**;

1.1.3 **Advertising Injury**;

occurring within the **Geographical Limits** during the **Period of Insurance** as a result of an **Occurrence** happening in connection with the **Insured's Business** or **Products**.

1.2 **Defence Costs and Supplementary Payments**: With respect to the indemnity provided by this **Policy**, the **Insurer** will pay the following costs and expenses in addition to the **Limit of Liability**:

1.2.1 all legal costs and other expenses incurred with the written consent of the **Insurer**;

1.2.2 all costs and expenses incurred by the **Insured** with the written consent of the Insurer for legal representation at any appeal, coroner's inquest, royal commission, fatal accident inquiry or court of summary jurisdiction or an indictment in a higher court;

1.2.3 all expenses incurred by the **Insured** for first aid rendered for **Injury** to others at the time of an **Occurrence**, except any medical expenses which the **Insurer** is prohibited by law from paying;

1.2.4 all expenses incurred by the **Insured** for temporary repairs, shoring up or protection of property of others that has been damaged as a result of an **Occurrence** which may be the subject of indemnity under this **Policy**.

1.2.5 all post-judgement interest that accrues on the **Insurer's** portion of any judgement after entry of judgement until the **Insurer** has paid, tendered or deposited in court such part of the judgement as does not exceed the **Limits of Liability**;

1.2.6 all premiums on appeal bonds and security for costs required in any suit and pay premiums on bonds to release attachments in any suit for an amount not in excess of the applicable **Limit of Liability** of this **Policy**, but the **Insurer** shall have no obligation to apply for or furnish any such bonds or security for costs.

Even if the allegations of a suit are groundless, false or fraudulent, the **Insurer** will defend any suit against the **Insured** for compensation or damages to which indemnity under this **Policy** applies (or would apply if the claim was sustained) and the **Insurer** may make such investigations and settlement of any claim as the **Insurer** deems expedient.

If a payment exceeding the **Limit of Liability** has to be made to dispose of a claim, the **Insurer's** liability to pay Defence Costs and Supplementary Payments under this Clause 1.2 will be limited to that proportion of Defence Costs and Supplementary Payments as the **Limit of Liability** bears to the amount paid to dispose of the claim.

2. Additional Benefits

2.1 Notwithstanding Exclusion 7.12, the **Insurer** will indemnify the **Insured** for any **Claim** alleging **Personal Injury** arising from **Molestation** first made against an **Insured** and notified to the **Insurer** during the **Period of Insurance,** subject to the following:

2.1.1 Supplementary Payments shall be included within the **Limit of Liability**;

2.1.2 This **Policy** does not provide cover for legal liability arising out of or in any way connected with:

2.1.2.1 **Molestation** which occurred or is alleged to have occurred prior to the **Retroactive Date**;

2.1.2.2 facts and/or circumstances of which the **Insured** had become aware prior to the commencement of the **Period of Insurance** and which the **Insured** knew or ought reasonably to have known were likely to give rise to a **Claim** against the **Insured**;

2.1.2.3 **Claims** arising from facts and/or circumstances existing prior to the **Period of Insurance** of which the **Insured** had become aware and which the **Insured** knew or ought reasonably to have known were likely to give rise to a **Claim** against the **Insured**;

2.1.2.4 **Claims** arising from facts or circumstances notified under any previous policy of insurance;

2.1.2.5 any **Claim** for **Molestation** which is or would be subject to the jurisdiction of the courts of the United States of America or the Dominion of Canada;

2.1.2.6 liability to indemnify any perpetrator or alleged perpetrator of **Molestation**;

2.1.3 The **Insured** shall give notice in writing to the **Insurer** as soon as reasonably practicable during the **Period of Insurance** of:

2.1.3.1 any **Claim** for **Molestation** made against them;

2.1.3.2 any notice from any person of an intention to make a **Claim** for **Molestation**;

2.1.3.4 any circumstances that the **Insured** becomes aware of which is likely to give rise to a **Claim** for **Molestation**. Any **Claim** for **Molestation** made after the expiration of the **Period of Insurance** but which arises from circumstances that are notified to the **Insurer** during the **Period of Insurance** pursuant to this clause 2.1.3.4, shall be deemed to have been made during the **Period of Insurance**.

2.1.4 Except in respect of the matters described in Clause 2.1.3.4 above, no **Claims** for **Molestation** may be notified under this **Policy** upon expiry of the **Period of Insurance**.

3. Excess

3.1 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 Clauses 1.1 and/or 1.2 is subject to the **Excess** shown.

3.2 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 Additional Benefit 2.1 is subject to the **Molestation Excess** shown.

3.3 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.

4. Limit of Liability

4.1 The limit of the **Insurer's** liability in respect of any one **Occurrence** shall not exceed the **Limit of Liability** stated in the **Schedule**. All **Injury** to any person, **Property Damage** or **Advertising Injury** arising out of continuous or repeated exposure to substantially the same general conditions will be construed as arising out of one **Occurrence**. The **Limit of Liability** shall be payable in excess of any amount specified as an **Excess**.

4.2 The total aggregate liability of the **Insurer** during any one **Period of Insurance** for all claims arising out of the **Products** shall not exceed the **Limit of Liability** stated in the **Schedule**.

4.3 The total aggregate liability of the **Insurer** during any one **Period of Insurance** for all claims arising out of **Pollution** shall not exceed the **Limit of Liability** stated in the **Schedule**.

4.4 The total aggregate liability of the **Insurer** during any one **Period of Insurance** for all **Claims** arising out of **Molestation** shall not exceed the **Limit of Liability** stated in the **Schedule**.

5. Definitions

For the purpose of this **Policy**, the following definitions apply:

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

5.2 **Advertising Injury** means:

5.2.1 libel or slander;

5.2.2 infringement of copyright or of title or of slogan;

5.2.3 piracy or unfair competition or idea misappropriation under an implied contract;

5.2.4 invasion of privacy;

committed or alleged to have been committed during the **Period of Insurance** in any advertisement, publicity article, broadcast or telecast and arising out of the **Insured's** advertising activities or any advertising activities conducted on behalf of the **Insured**, in the course of advertising the **Products**, goods or services.

5.3 **Aircraft** means any vessel, craft or thing made or intended to transport persons and/or property through the air, atmosphere or space.

5.4 The **Business** means:

5.4.1 the **Business** specified in the **Schedule**;

5.4.2 the provision and management of canteens, social, sports and welfare organisations, educational and child care facilities primarily for the benefit of the **Insured's Employees**;

5.4.3 participation in, or the arrangement or provision of, fund raising activities;

5.4.4 work experience programs conducted or arranged by the **Insured**;

5.4.5 participation in, or the arrangement or provision of, activities for the purpose of the work for the dole scheme;

5.4.6 participation in, or the arrangement or provision of, Centrelink mutual obligation activities;

5.4.7 first aid, medical, fire and ambulance services;

5.4.8 the maintenance of the **Insured's** premises or property where the **Insured** is responsible for such maintenance;

5.4.9 private work undertaken by the **Insured's Employees** for any director, partner or senior executive of the **Insured**;

5.4.10 any prior activities which have ceased or have been disposed of but for which the **Insured** may retain a legal liability;

5.4.11 participation in exhibitions;

5.4.12 hire or loan of plant to other parties;

5.4.13 conducted tours of the **Insured's** premises;

5.4.14 any other occupation ancillary or incidental to the **Business** stated in the **Schedule**.

5.5 **Compensation** means any amount paid or payable at law (including but not limited to amounts owing or liability incurred in respect of or arising out of a claim for recovery or contributions made pursuant to any legislation) by the **Insured** in respect of any claim for:

5.5.1 **Injury**;

5.5.2 **Property Damage**;

5.5.3 **Advertising Injury**.

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

5.6 **Electronic Data** means facts, concepts and information converted to a form useable 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.

5.7 **Employee** means any person under a contract of service or apprenticeship with the **Insured**.

5.8 **Employment Practices** means any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, sexual harassment or discrimination in respect of employment by the **Insured**.

5.9 **Geographical Limits** means anywhere in the World except the United States of America and Canada.

Provided that:

5.9.1 The **Geographical Limits** shall include the United States of America and Canada but only in respect to:

5.9.1.1 **Products** sent to the United States of America and/or Canada without the knowledge of the **Insured**;

5.9.1.2 **Business** visits by directors, officers and **Employees** normally resident outside the United States of America and/or Canada, other than **Employees** who are engaged in manual labour during such visits;

5.9.2 the indemnity granted by this **Policy** in respect of any judgement, award or settlement made within the United States of America and/or Canada (or any Order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part) is subject to the following additional terms and **Exclusions** in respect of such judgement, award or settlement:

5.9.2.1 the **Limit of Liability** is inclusive of the other costs and expenses as described in Clause 1.2 of this **Policy**;

5.9.2.2 liability for **Injury** to any person and/or **Property Damage** arising out of **Pollution** is hereby excluded. It is further agreed that the cost of preventing, removing, nullifying or cleaning up any seeping, contaminating or polluting substances shall also form part of this **Exclusion** and shall not be recoverable under this **Policy**;

5.10 **Claim** means:

5.10.1 any writ, statement of claim, summons, application or other originating legal or arbitral process, cross claim, counterclaim or third party notice issued against or served upon an **Insured**; or

5.10.2 receipt by an **Insured** of any written or verbal advice or demand for compensation made by a third party against and **Insured**; or

5.10.3 receipt by the **Insured** of any written or verbal notice of any facts and/or circumstances and/or allegations of **Molestation**.

5.11 **Gymnastics** means the professional sporting discipline of gymnastics; but does not mean ordinary physical activity involving gymnastic skill, such as yoga, Pilates, or tai chi.

5.12 **Injury** means:

5.12.1 bodily injury, death, illness, disease, disability, shock, fright, mental anguish and mental injury including loss of consortium or services;

5.12.2 false or wrongful arrest, detention or imprisonment and malicious prosecution, wrongful entry upon, wrongful eviction from or other invasion of right to private occupancy of property and humiliation;

5.12.3 libel, slander or defamation, except where:

5.12.3.1 the first publication or utterance happened prior to the commencement of this **Policy**; or

5.12.3.2 the **Injury** arises out of **Advertising Injury** as defined herein;

5.12.4 assault and battery not committed by or at the direction of the **Insured** unless committed for the purpose of preventing **Injury** or **Property Damage** or eliminating or preventing danger to persons or property;

5.12.5 discrimination as a result of race, religion, sex, marital status, age, intellectual impairment, disability or otherwise (unless insurance thereof is prohibited by law) not committed by or at the intentional direction of the **Insured**, but only in respect to liability other than for fines and penalties imposed by law.

5.13 **Insured** means:

5.13.1 The **Named Insured**;

5.13.2 any subsidiary company (including subsidiaries thereof) of the **Named Insured** and any other organisation under the control of the **Named Insured** and over which it is exercising active management;

5.13.3 any new organisation acquired during the **Period of Insurance** by the **Insured** described in 5.13.1 and 5.13.2 above, through consolidation, merger, purchase, or assumption of control and active management, provided that such acquisition or assumption is:

5.13.3.1 reported to the **Insurer** within ninety (90) days after it is acquired;

5.13.3.2 endorsed on this **Policy**;

5.13.3.3 in a business similar to the **Business** stated in the **Schedule**;

5.13.4 any director, officer, **Employee**, partner, member or shareholder of the **Named Insured** or of an organisation designated in 5.13.2 and 5.13.3 above, but only whilst acting within the scope of their duties in such capacity;

5.13.5 any voluntary worker, and any person whilst working for an insured party for the purpose of gaining work experience;

5.13.6 any member of a fund raising or ethics committee of an organisation designated in 5.13.1, 5,13,2 and 5,13,3 above, but only whilst acting within the scope of their duties in such capacity;

5.13.7 if a **Named Insured** is an individual, the spouse and family of that individual but only in respect of the conduct of the **Business**;

5.13.8 any person or principal in respect of their liability arising out of the performance by the **Insured** designated in 5.13.1 and 5.13.2 and 5.13.3 above, of any contract or agreement, but only to the extent required by such contract or agreement and in any event only for such coverage and **Limits of Liability** as provided in this **Policy**;

5.13.9 any office bearer or member or voluntary helper of the **Insured's** social and/or sporting clubs, canteen, security, first aid, fire and ambulance services, educational, welfare or child care facilities formed with the consent of the **Insured** (other than an **Insured** designated in 5.13.8 above) in respect of claims arising from duties connected with activities of any such club or facility;

5.13.10 any member of a club, society or group formed with the consent of the **Insured** (other than an **Insured** designated in 5.13.8 above) in respect of claims arising from duties connected with the activities of any such club, society or group;

5.13.11 any director or executive officer of the **Named Insured** or of a company designated in 5.13.2 and 5.13.3 above in respect of private work undertaken by the **Insured's Employees** for such persons;

5.13.12 any **Employee** of the **Insured** whilst undertaking private work for any director or senior executive of the **Insured** or of any partner designated in paragraph 5.13.13 of this **Definition**;

5.13.13 if the **Insured** is declared in the **Schedule** as a partnership or joint venture, any partner or member thereof but only with respect to their liability as a partner or member of such partnership or joint venture;

5.13.14 the personal representatives of the **Insured** in respect of liability incurred by the **Insured** whilst acting on behalf of the **Insured**;

5.13.15 any individual who resides on the **Named Insured's** premises and is under the **Insured's** care;

5.13.16 any individual who is a participant in a job training program conducted or arranged by the **Insured** and placed for work experience with any third party approved by the **Insured**;

5.13.17 any individual taking part in activities organised or provided by an insured party for the purpose of the work for the dole scheme;

5.13.18 any individual taking part in any Centrelink mutual obligation activities organised or provided by an insured party;

Provided that:

5.13.19 such person(s) shall comply with and be subject to the terms, **Definitions**, **Exclusions**, **Conditions** and provisions of this **Policy** insofar as they can apply;

5.13.20 nothing contained in this **Definition** or in Proviso 5.13.19 above shall operate to increase the **Insurer's Limit of Liability**.

5.14 The **Insurer** means the company named in the **Schedule**.

5.15 **Limit of Liability** means the amount(s) specified as such in the **Schedule**.

5.16 **Medical Persons** means legally qualified medical practitioners, legally qualified registered nurses, dentists and first aid attendants.

5.17 **Molestation** means any actual or attempted sexual assault or sexual abuse committed or alleged to have been committed by an **Insured**.

5.18 The **Named Insured** means any company, organisation, association or individual named in the **Schedule**.

5.19 **Occurrence** means an event including continuous or repeated exposure to substantially the same general conditions which results in **Injury** to any person, **Property Damage** or **Advertising Injury** where such **Injury**, **Property Damage** or **Advertising Injury** is neither expected nor intended from the standpoint of the **Insured**.

Occurrence extends to include any intentional act by or at the direction of the **Insured** which results in **Injury** if such **Injury** arises solely from the use of reasonable force for the purpose of protecting persons or property.

5.20 **Period of Insurance** means the period of insurance shown in the **Schedule** or any renewal period, during which the insurance by this **Policy** is in force. The term "Local Time" means the time at the **Insured's** principal place of business.

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

5.22 **Product** means anything which was, or is deemed by law to have been, manufactured, grown, extracted, treated, produced, processed, sold, supplied, distributed, imported, exported, repaired, serviced, renovated, installed, assembled, erected or constructed in the course of the **Business** by or on behalf of the **Insured**, including labels, packaging or containers (other than a **Vehicle**), and directions, instructions, or advice given or omitted to be given in connection with such **Product**, after ceasing to be in the possession or under the control of the **Insured**.

5.23 **Property Damage** means:

5.23.1 physical injury or damage to or physical loss of or destruction of tangible property including loss of use at any time resulting therefrom;

5.23.2 loss of use of tangible property which has not been physically injured, damaged or destroyed provided such loss of use is caused by an **Occurrence**.

5.24 **Retroactive Date** means the date after which losses may occur and be covered pursuant to Additional Benefit 2.1.

5.25 **Schedule** means any document so designated and issued to the **Insured**, 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**.

5.26 **Tool of Trade** means a **Vehicle** which has a tool or plant forming part of, attached to or used in connection with it while such tool or plant is engaged on a work site, but does not include a **Vehicle** whilst in transit to or from any work site.

5.27 **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 whilst attached thereto.

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

6. References

6.1 **Headings:** Clause and other headings are for ease of reference only and shall not be deemed to form any part of the context or to affect the interpretation of this **Policy**.

6.2 **Parties:** references to parties are reference to parties to this **Policy**.

6.3 **Persons:** references to persons shall be deemed to include references to individuals, companies, corporation, firms, partnerships, joint ventures, associations, organisation, trusts, States or agencies of State Government departments and local and municipal authorities.

6.4 **Plural and Singular:** words importing the singular number shall include the plural and vice versa.

7. Exclusions

The liability of the **Insurer** to indemnify the **Insured** pursuant to Clause 1.1 and to pay other costs and expenses pursuant to Clause 1.2 and Clause 2.1 shall not extend to any of the following:

7.1 **Advertising Injury**

Liability arising out of **Advertising Injury** for:

7.1.1 offences committed prior to the inception date of this **Policy**;

7.1.2 offences made at the direction of the **Insured** with knowledge of the illegality or falsity thereof;

7.1.3 breach of contract, other than misappropriation of advertising ideas under an implied contract;

7.1.4 incorrect description of the price of the **Products**, goods or services;

7.1.5 infringement of trade mark, service mark or trade name by use thereof as the trade mark, service mark or trade name of the **Products**, goods or services sold, offered for sale or advertised, but this **Exclusion** 7.1.5 does not apply to titles or slogans;

7.1.6 failure of the **Products**, goods or services to conform with advertised performance, quality, fitness or durability;

7.1.7 any **Insured** whose business is advertising, broadcasting, publishing or telecasting.

7.2 **Aggravated, Punitive or Exemplary Damages**

Aggravated, punitive or exemplary damages.

7.3 **Aircraft and Watercraft**

Liability arising from:

7.3.1 the ownership, possession or use by the **Insured** of any **Aircraft;**

7.3.2 construction, repairs, maintenance or installation work on **Aircraft**;

7.3.3 the ownership, possession or use by the **Insured** of any **Watercraft** in excess of 8 metres in length, but this Exclusion 7.3.3 shall not apply to **Watercraft** which are not owned by the **Insured** when such craft are:

7.3.3.1 operated by independent contractors provided that the Insured has not entered into a Charter Party Agreement with such contractors; or

7.3.3.2 used by the **Insured** for **Business** entertainment.

7.4 **Aircraft Products**

Liability arising out of or in connection with the **Products** which the **Insured** knew or had reasonable cause to believe would be incorporated into the structure, machinery, controls or construction of any **Aircraft**.

7.5 **Asbestos**

Liability arising out of, caused by or in connection with asbestos or materials containing asbestos.

7.6 **Contractual Liability**

Liability assumed by the **Insured** under any contract or agreement in connection with the **Products** but this **Exclusion** 7.6 does not apply to:

7.6.1 the extent that such liability would have been implied by law;

7.6.2 liability assumed by the **Insured** under a warranty of fitness or quality;

7.6.3 liability arising under any written indemnity agreement with a government department in respect of funding for any **Business** activities or for hire or use of premises or land, provided that such liability does not arise out of any wilful, unlawful or negligent act or omission of the government department;

7.7 **Electronic Data**

Liability arising out of:

7.7.1 communication, display, distribution or publication of **Electronic Data** however, this **Exclusion** 6.7.1 does not apply to **Injury** or **Advertising Injury** resulting from any of them;

7.7.2 total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of **Electronic Data**;

7.7.3 error in creating, amending, entering, deleting or using **Electronic Data**; or

7.7.4 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.

7.8 **Employers' Liability**

Liability for **Injury**:

7.8.1 for which insurance against such liability (whether the insurance is limited in amount or not) is or would have been provided to the **Insured** through licensed self-insurance or under a policy in a form prescribed or approved under or issued in pursuance of any Workers' Compensation or Accident Compensation legislation applicable to the **Insured** or any extension of such policy granted on request as a matter of usual practice by entities authorised to issue such policies; or

7.8.2 relating to **Employment Practices**;

Provided that:

7.8.3 **Exclusions** 7.8.1 and 7.8.2 shall not apply with respect to:

7.8.3.1 liability of others assumed by the **Insured** under written contract;

7.8.3.2 claims for loss of consortium from the spouse of an **Employee**.

7.9 **Fines, Penalties and/or Liquidated Damages**

Fines, penalties and/or liquidated damages imposed by law or assumed by the **Insured** under any contract, warranty or agreement.

7.10 **Industrial Awards**

Liability to or of any **Employee** of the **Insured** imposed by the provisions of any industrial award or agreement or determination where such liability would not otherwise have attached.

7.11 **Loss of Use**

The loss of use of tangible property which has not been physically injured, damaged or destroyed which results from:

7.11.1 delay in or lack of performance by or on behalf of the **Insured** of any contract or agreement;

7.11.2 the failure of the **Products** to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by the **Insured**. However this does not apply to loss of use of other tangible property resulting from the sudden, unexpected and unintended physical injury to or destruction of the **Products** after such products have been put to use by any person or organisation other than the **Insured**.

7.12 **Molestation**

Liability arising from any **Claim** for **Molestation**, but this Exclusion 7.12. does not apply to the coverage provided under Clause 2.1.

7.13 **Nuclear**

Any legal liability of whatsoever nature directly or indirectly caused by or contributed to, by, or arising from, ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion or fission of nuclear fuel or radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

7.14 **Participation**

Liability for **Injury** caused by or arising out of any individual's participation in any performance, sport, game, contest, demonstration or display involving:

7.14.1 **Gymnastics**

7.14.2 military or equestrian skill;

7.14.3 bungee jumping, skydiving, aerial activities, mountaineering, unsupported rockclimbing, abseiling, winter sports other than skiing or snowboarding, or swimming without supervision;

7.14.4 motor vehicle or motor cycle racing or rallies; or

7.14.5 the use of any firearms, missiles, weapons or explosives;

Notwithstanding the foregoing, it is specifically declared and agreed that this Exclusion 7.14 shall not apply to:

7.14.6 any non-contact sports, activities and events; or

7.14.7 **Injury** to any spectator.

7.15 **Pollution**

7.15.1 Liability arising out of **Pollution**, but this Exclusion 7.15.1 does not apply where the liability arises from a sudden identifiable, unintended and unexpected event from the standpoint of the **Insured** which takes place in its entirety at a specific time and place.

7.15.2 Any costs and expenses incurred in the prevention, removing, nullifying or clean-up of such **Pollution**, but this Exclusion 7.15.2 does not apply where clean-up, removal or nullifying expenses are incurred consequent upon a sudden identifiable, unintended and unexpected event from the standpoint of the **Insured** which takes place in its entirety at a specific time and place.

7.15.3 Notwithstanding the foregoing it is specifically declared and agreed that this Exclusion 7.15 shall not apply to any liability arising out of the discharge, dispersal, release or escape of legionella bacteria.

7.16 **Products and Work Performed**

Liability for:

7.16.1 the cost of making good, replacing or reinstating workmanship performed by the **Insured** which is or is alleged to be or was faulty; but this Exclusion 7.16.1 does not apply to **Property Damage** resulting from but not within the scope of the foregoing paragraph;

7.16.2 the cost of making any refund of the price paid for any **Products**;

7.16.3 the cost of or damages claimed in relation to the withdrawal, recall, inspection, repair, replacement or loss of use of the **Products** or any property of which such **Products** form a part, if such **Products** or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

7.16.4 **Property Damage** to the **Products** if such damage is attributable to any defect in them or to their harmful nature or unsuitability, other than those **Products** repaired, serviced or treated by the **Insured** after such **Products** were originally sold, supplied or distributed, however this **Exclusion** 6.15.4 shall be restricted to the defective or harmful or unsuitable part of the **Product** and shall not apply to **Property Damage** to the remainder of such **Product** or **Products**.

7.17 **Property Owned By or in the Care, Custody or Control of the Insured**

Property Damage to property owned by the **Insured** or held in trust or in the custody or control of the **Insured** but this Exclusion 7.17 does not apply to:

7.17.1 personal property of directors, **Employees** and visitors of the **Insured**;

7.17.2 premises (including fixtures and fittings) not owned by the **Insured**;

7.17.2.1 at which the **Insured** is undertaking work in connection with the **Business** but no indemnity is granted for **Property Damage** to that part of the property on which the **Insured** is working and which arises out of such work;

7.17.2.2 which are leased, rented or loaned to the **Insured**;

7.17.3 **Vehicles** (including spare parts and accessories thereon) not owned or used by the **Insured** in connection with the **Business** whilst within a car park belonging to or under the control of the **Insured** provided that the **Insured**, as a principal part of the **Business**, does not operate the car park for reward;

7.17.4 any other property (except property owned by the **Insured** and property described in 7.17.1, 7.17.2 and 7.17.3 above) but the **Insurer's** liability in respect of this clause 7.17.4 shall not exceed $250,000 or the **Sub-Limit of Liability** stated in the **Schedule** applying to Clause 7.17.

7.18 **Professional Liability**

Liability arising out of the rendering of or failure to render professional advice or service by the **Insured**, but this Exclusion 7.18 does not apply to:

7.18.1 **Injury** to any person or **Property Damage** arising therefrom, providing such professional advice or service is not given for a specific fee; or

7.18.2 the rendering of or failure to render professional medical advice by **Medical Persons** employed by the **Insured** to provide first aid and other medical services on the **Insured's** premises.

7.19 **Protest and Demonstration**

Liability arising out of the **Insured's** attendance at any rally, demonstration, protest or similar assembly.

7.20 **Requirement to Insure**

Property Damage to property rented to, leased to, occupied by, or used by, or in the care, custody or control of the **Insured** to the extent the **Insured** is under contract to provide insurance thereof.

7.21 **Terrorism**

Injury to any person or **Property Damage** directly or indirectly caused by, resulting from or in connection with any:

7.21.1 **Act of Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to such **Injury** or **Property Damage**;

7.21.2 action taken in controlling, preventing, suppressing or in any way relating to any **Act of Terrorism**.

7.22 **Vehicles**

Injury to any person or **Property Damage** arising from the ownership, possession or use by the **Insured** of any **Vehicle** whilst used in circumstances whereby such **Vehicle** is required by law to be registered.

Provided that:

This Exclusion 7.22 shall not apply:

7.22.1 to **Injury** where compulsory liability insurance or a statutory scheme does not provide indemnity for reasons that do not involve a breach by the **Insured** of legislation relating to **Vehicles**;

7.22.2 where such **Injury** and/or **Property Damage**:

7.22.2.1 is caused by or arises from the loading or unloading of or the delivery or collection of goods to or from any **Vehicle** where such **Injury** or **Property Damage** occurs beyond the limits of any carriageway or thoroughfare;

7.22.2.2 arises out of the loading or unloading of or the delivery or collection of goods to or from any **Vehicle** used in work undertaken by or on behalf of the **Insured** but not in the physical or legal control of the **Insured**;

7.22.2.3 is caused by or arises out of or in connection with any **Vehicle** working as a **Tool of Trade**.

7.23 **War**

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

8. General Conditions

8.1 **Notification**

On the **Insured** becoming aware of any **Occurrence** giving rise or likely to give rise to a claim under this **Policy** or upon receipt by the **Insured** of notice of any claim or subsequent proceeding, the **Insured** shall as soon as practicable thereafter:

8.1.1 give notice thereof in writing to the **Insurer**;

8.1.2 preserve any property or things which might prove necessary or useful by way of evidence in connection with any claim and, so far as may be reasonably practicable, with due regard to safety, no alteration or repairs shall, without the consent of the **Insurer**, be made after the **Occurrence** until the **Insurer** shall have had an opportunity of inspection;

8.1.3 forward to the **Insurer** every letter of demand, writ, summons or process as soon as practicable after receipt thereof and give notice to the **Insurer** in writing as soon as practicable after the **Insured** shall have knowledge of an impending prosecution or inquest in connection with any **Occurrence**;

8.1.4 when called upon to do so, furnish to the **Insurer** in writing all details of the **Occurrence** together with such evidence and explanations as the **Insurer** may reasonably require.

Notwithstanding the provisions of this Condition 8.1, this insurance will not be prejudiced by any inadvertent delay, error or omission in notifying the **Insurer** of any **Occurrence** that may give rise to a claim or claims under the **Policy**.

8.2 **Subrogation and Settlement of Claims**

8.2.1 No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the **Insured** without the consent of the **Insurer** who shall have the right and duty to take over and conduct in the name of the **Insured** the defence or settlement of any claim or to prosecute in the name of the **Insured** for the **Insurer's** own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the **Insured** shall give all such information and assistance as the **Insurer** may reasonably require.

Any amount so recovered shall be applied in the following order of priority:

- first to the uninsured proportion of the loss,
- second to reimburse the **Insurer** to the extent of its actual payment in respect of the claim,
- third, to reimburse the **Insured** for any **Excess** borne by the **Insured**,
- fourth, any balance recovered which exceeds the loss shall be payable to the **Insured**.

The expenses of such recovery proceedings shall be apportioned as agreed between the **Insured** and the **Insurer**. Should the parties be unable to agree on an appropriate apportionment then such expenses shall be paid by each party in the same proportion as their percentage share of all amounts recovered. If there is no such recovery by the **Insurer**, the expenses shall be borne by the **Insurer**.

8.2.2 The **Insurer** may pay to the **Insured** the amount of the applicable **Limit of Liability** of the **Insurer**, or such lesser sum for which the claim can be settled, subject in either case to deduction of any sum or sums already paid as damages or **compensation** in respect of such claim and the **Insurer** shall thereafter be under no further liability in respect of such claim except for the payment of costs and expenses for which the **Insurer** is liable hereunder incurred prior to the date of such payment, whether or not pursuant to an order made subsequently.

8.3 **Precautions by the Insured**

The **Insured** shall:

8.3.1 take reasonable precautions to prevent or minimise liability and take reasonable measures to maintain efficient ways, works, machinery, fencing and plant and shall make reasonable endeavours to comply with all statutory obligations and regulations imposed by any authority for the safety of persons or property;

8.3.2 at its own expense, take reasonable action to trace recall or modify any of the **Products** containing any defect or deficiency of which the **Insured** has knowledge or has reason to suspect, including (but not limited to) any **Products** subject to Government or statutory ban.

8.4 **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. The **Insurer** will not seek any relief whatsoever (including cancellation of the **Policy**) for non-disclosure and/or misrepresentation against an insured party unless the **Insurer** 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 the **Insurer's 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**.

Provided that:

With respect to any person who is an **Insured** by way of **Definition** 5.13.8 of the **Policy**, such waiver of subrogation shall only apply to claims which arise by virtue of **Definition** 5.13.8.

8.5 **Insolvency or Bankruptcy**

The insolvency or bankruptcy of any party comprising the **Insured** shall not release the **Insurer** from any of its obligations hereunder.

8.6 **Adjustment of Premium**

Where the **Premium** for this **Policy** is arranged on an adjustable basis, the **Insured** shall keep accurate records and make declarations to the **Insurer** in respect of the **Period of Insurance** so that the necessary adjustment of **Premium** may be made subject to the application of any minimum **Premium** required.

8.7 **Cancellation**

This **Policy** may be cancelled at any time at the request of the **Insured** in which case the **Insurer** shall retain **Premium** commensurate with the risk attaching for the period the **Policy** was in force.

The **Insurer** may also cancel this **Policy** on any grounds subject to the Insurance Contracts Act where the **Insurer** has given the **Insured** written notice of such cancellation in accordance with the Act.

The **Insurer's** notice of cancellation takes effect at the earlier of the following times:

8.7.1 the time when another policy of insurance between the **Insured** and the **Insurer** or some other insurer, being a policy that is intended by the **Insured** to replace this **Policy**, is entered into; or

8.7.2 4.00 PM on the thirtieth business day after the day on which notice was given to the **Insured**.

In the event that the **Insurer** cancels this **Policy** the **Insurer** will repay on demand a rateable proportion of the **Premium** for the unexpired **Period of Insurance** from the date of cancellation.

8.8 **Goods and Services Tax (GST)**

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

Taxable Percentage is the **Insured's** entitlement to an Input Tax Credit on the **Premium** as a percentage of the total GST on that **Premium**.

8.8.1 Where the **Insurer** makes a payment under this **Policy** for the Acquisition of goods, services or other Supply, the amount of the payment will be reduced by the amount of any Input Tax Credit that the **Insured** is, or will be, entitled to in relation to that Acquisition, whether or not the **Insured** makes that Acquisition.

8.8.2 Where the **Insurer** makes a payment under this **Policy** as **compensation** instead of payment for the Acquisition of goods, services or other Supply, the **Insurer** will reduce the amount of the payment by the amount of any Input Tax Credit that the **Insured** would have been entitled to had the payment been applied to acquire such goods, services or other Supply.

Any GST amount paid by the **Insurer** shall be in addition to the **Limit(s) of Liability** specified in the **Schedule**.

No payment shall be made to the **Insured** for any GST liability that they may acquire upon settlement of a claim if the Insured has not informed the **Insurer** of its correct Taxable Percentage.

8.9 **Notices and Service of Legal Process**

The **Insured** may effect notice, advice or service of any legal process in connection with this **Policy** upon the **Insurer** by delivering that notice, advice or process by hand or by post to the address of the **Insurer** stated in the **Schedule**.

8.10 **Proper Law**

The **Insurer** and the **Insured** hereby submit to the jurisdiction of all Australian Courts in relation to all matters arising under this **Policy**.

8.11 **Other Insurance**

If the **Insured** makes a claim under this **Policy** in respect of which the **Insured** is or may be indemnified in whole or part under any other insurance(s) then the **Insured** must advise the **Insurer** of the full details of such other insurance(s) when making the claim under this **Policy**. Subject to the provisions of the Insurance Contracts Act 1984, the **Insurer** reserves its rights to seek contribution from such other insurer(s).

This **Policy** shall apply in excess of and shall not contribute to any policy arranged by any other party which has been endorsed to name the **Insured** as a beneficiary of cover under that policy and where the **Insured** is a non-contracting party to that policy.